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): June 3, 2019 (June 1, 2019)

Corteva, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-38710**	**82-4979096**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

974 Centre Road, Building 735
Wilmington, DE 19805
(Address of principal executive offices)(Zip Code)

(302) 485-3000
(Registrant's telephone numbers, including area code)

974 Centre Road
Wilmington, DE 19805
(Former name or former address, if changed since last report)

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 1.01. Entry Into a Material Definitive Agreement.

On June 1, 2019 (the "distribution date"), DuPont de Nemours, Inc. (formerly known as DowDuPont Inc.) ("DuPont"), completed the previously announced separation of its agriculture business. The separation was completed by way of a pro rata distribution of all of the then-issued and outstanding shares of common stock, par value $0.01 per share, of Corteva, Inc. ("Corteva"), a Delaware corporation and wholly owned subsidiary of DuPont, to holders of record of DuPont common stock as of the close of business on May 24, 2019 (the "record date").

As a result of the distribution, which was effective as of 12:01 a.m., Eastern time on the distribution date (the "Effective Time"), Corteva is now an independent, publicly traded company and Corteva's common stock is listed on the New York Stock Exchange under the symbol "CTVA." The separation, distribution and related internal reorganization transactions undertaken by DuPont in connection therewith are referred to in this Current Report on Form 8-K as the "Separation."

As a result of the Separation, Corteva became the direct parent company of E. I. du Pont de Nemours and Company ("EID"), and the "successor issuer" to EID pursuant to Rule 15d-5 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Each share of EID Preferred Stock—$3.50 Series and EID Preferred Stock—$4.50 Series issued and outstanding immediately prior to the Separation remained issued and outstanding and was unaffected by the separation. Shares of EID Preferred Stock—$3.50 Series and EID Preferred Stock—$4.50 Series will continue trading on June 3, 2019 on the NYSE under the new ticker symbols "CTAPrA" and "CTAPrB," respectively, and will no longer trade under ticker symbols "DDPrA" and "DDPrB," respectively. This Current Report on Form 8-K serves as notice that Corteva is the successor issuer to EID.

In connection with the Separation, effective as of April 1, 2019, Corteva entered into certain agreements with DuPont and/or Dow Inc., a subsidiary of DuPont that was formed to serve as the parent company for DuPont's materials science business ("Dow"), including each of the following:

- Separation and Distribution Agreement by and among Corteva, DuPont and Dow (the "Separation Agreement");
- Tax Matters Agreement by and among Corteva, DuPont and Dow;

- Employee Matters Agreement by and among Corteva, DuPont and Dow; and
- Intellectual Property Cross-License Agreement by and among Corteva, Dow and the other parties thereto.

A summary of each of the foregoing agreements can be found in the section entitled "Our Relationship with New DuPont and Dow Following the Distribution," contained in the information statement (the "Information Statement") filed as Exhibit 99.1 to Amendment No. 4 to the Registration Statement on Form 10 (File No. 001-38710) filed by Corteva with the Securities and Exchange Commission on May 6, 2019 (the "Form 10"), which summaries are incorporated by reference into this Item 1.01 as if restated in their entirety herein. The descriptions of the foregoing agreements contained in the Information Statement do not purport to be complete, and the descriptions set forth herein are qualified in their entirety by reference to the complete terms of those agreements, which are attached as Exhibits 2.1, 10.1, 10.2 and 10.4 to the Form 10 and are incorporated by reference herein.

Intellectual Property Cross-License Agreement

In addition, effective as of June 1, 2019, Corteva entered into an Intellectual Property Cross-License Agreement with DuPont. A summary of that agreement can be found in the section entitled "Our Relationship with New DuPont and Dow Following the Distribution," contained in the Information Statement, which summary is incorporated by reference into this Item 1.01 as if restated in their entirety herein. The description of the agreement contained in the Information Statement does not purport to be complete, and the description set forth herein is qualified in its entirety by reference to the complete terms of the agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Letter Agreement

Corteva entered into a letter agreement with DuPont effective as of June 1, 2019 (the "Letter Agreement"). The Letter Agreement sets forth certain additional terms and conditions related to the Separation that are effective on Corteva and DuPont, including certain limitations on each party's ability to transfer certain businesses and assets to third parties without assigning certain of such party's indemnification obligations under the Separation Agreement to the other party to the transferee of such businesses and assets or meeting certain other alternative conditions. The description of the Letter Agreement set forth under this Item 1.01 is qualified in its entirety by reference to the complete terms and conditions of the agreement, which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated by reference herein.

Amended and Restated Tax Matters Agreement

Effective as of June 1, 2019, Corteva, DuPont and Dow entered into an amendment and restatement of the Tax Matters Agreement, by and among Corteva, DuPont and Dow, effective as of April 1, 2019 (as so amended and restated, the "Amended and Restated Tax Matters Agreement"). The parties amended and restated the Tax Matters Agreement in connection with the Separation in order to allocate between Corteva and DuPont certain rights and obligations of DuPont provided in the original form of the Tax Matters Agreement. A summary of the original form of the Tax Matters Agreement and the Amended and Restated Tax Matters Agreement can be found in the section entitled "Our Relationship with New DuPont and Dow Following the Distribution," contained in the Information Statement, which summary is incorporated by reference into this Item 1.01 as if restated in its entirety herein. The description of the agreement contained in the Information Statement does not purport to be complete, and the description set forth herein is qualified in its entirety by reference to the complete terms and conditions of the agreement, which is attached hereto as Exhibit 10.3 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 5.01. Changes in Control of Registrant.

Immediately prior to the Separation, Corteva was a wholly owned subsidiary of DuPont. As of the Effective Time, Corteva is now an independent, publicly traded company, and DuPont has no ownership interest in Corteva. The description of the Separation included under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01 in its entirety.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment and Resignation of Directors

On June 1, 2019, the size of the board of directors of Corteva (the "Board") was expanded from four to eleven members, and Gregory R. Friedman and Cornel B. Fuerer resigned from the Board. Effective as of June 1, 2019, each of Lamberto Andreotti, Edward D. Breen, Robert A. Brown, Klaus Engel, Michael O. Johanns, Lois D. Juliber, Rebecca B. Liebert, Lee M. Thomas and Patrick J. Ward were appointed to the Board to fill the vacancies created by the resignations and the expansion of the size of the Board. Gregory Page, who was elected to the Board effective May 24, 2019, and James C. Collins, Jr., who was appointed to the Board effective May 6, 2019, will continue to serve as directors of Corteva following the Separation. Effective as of the Effective Time, Mr. Page was appointed to serve as non-executive Chairman of the Board.

Biographical information for each member of the Board can be found in the Information Statement under the section entitled "Management—Board of Directors Following the Distribution," which section is incorporated by reference into this Item 5.02.

Effective as of the Effective Time, the Committees of the Board were comprised of the following members:

Committee	Members
Audit Committee	Patrick J. Ward (Chairperson) Klaus Engel Michael O. Johanns Gregory Page
People and Compensation Committee	Lamberto Andreotti (Chairperson) Lois D. Juliber Rebecca B. Liebert Lee M. Thomas
Nomination and Governance Committee	Gregory Page (Chairperson) Robert A. Brown Klaus Engel Michael O. Johanns Patrick J. Ward
Sustainability, Safety and Innovation Committee	Robert A. Brown (Chairperson) Lamberto Andreotti Lois D. Juliber Rebecca B. Liebert Lee M. Thomas

Each of the non-employee directors of Corteva, including the non-executive chairman, will receive compensation for their service as a director or committee member, including any additional compensation for services as chairperson of the Board or any committee, in accordance with the plans and programs more fully described in the Information Statement under the heading "Management—Director Compensation," which is incorporated by reference into this Item 5.02.

There are no arrangements or understandings between any of the individuals listed above and any other person pursuant to which such individuals were selected as directors. There are no transactions involving any of the individuals listed above that would be required to be reported under Item 404(a) of Regulation S-K.

Appointment of Officers

In connection with the Separation, Brian Titus was appointed as Vice President, Controller and principal accounting officer, effective as of the Effective Time. Mr. Titus, age 46, served as general auditor for EID from August 2015 until his current appointment in February 2019. Previously, he served as the director of corporate accounting from 2014 to 2015 and as the global finance leader of DuPont Crop Protection from 2013 to 2014. Prior to joining EID's corporate accounting group in 2010, he spent 14 years in public accounting, primarily with PricewaterhouseCoopers LLP, providing audit and transactional support services.

In addition, biographical information on each of Corteva's executive officers can be found in the Information Statement under the section entitled "Management—Executive Officers Following the Distribution," which is incorporated by reference into this Item 5.02.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Effective as of the Effective Time, the certificate of incorporation of Corteva was amended and restated in its entirety (the "Amended and Restated Certificate of Incorporation") and the bylaws of Corteva were amended and restated in their entirety (the "Amended and Restated Bylaws"). A description of the material provisions of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws can be found in the Information Statement under the section entitled "Description of Our Capital Stock," which description is incorporated by reference into this Item 5.03. The description set forth under this Item 5.03 is qualified in its entirety by reference to the full text of the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws, which are attached hereto as Exhibits 3.1 and 3.2, respectively, and incorporated by reference herein.

Item 5.05 Amendment to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

Effective as of June 1, 2019, in connection with the Corteva Distribution, the Board adopted a revised Code of Conduct for all officers and employees of Corteva and the Nomination and Governance Committee of the Board adopted a revised Code of Financial Ethics applicable to Corteva's principal executive officers, principal financial officers, principal accounting officers or controllers, or persons performing similar functions. A copy of each Code is available on the Corporate Governance section of Corteva's website at www.corteva.com/investors.

Item 8.01. Other Events.

Press Release

On June 3, 2019, Corteva issued a press release announcing the completion of the Separation and the start of Corteva's operations as an independent company. A copy of the press release is attached hereto as Exhibit 99.1.

Corporate Policies

In connection with the Separation, effective as of the Effective Time, the Board adopted Corporate Governance Guidelines and a Code of Conduct applicable to the Board. Copies of these policies are available on the Corporate Governance section of Corteva's website at www.corteva.com/investors.

Item 9.01. Exhibits.

(d) Exhibits.

Exhibit Number	Exhibit Description
3.1	Amended and Restated Certificate of Incorporation of Corteva, Inc.
3.2	Amended and Restated Bylaws of Corteva, Inc.
10.1*	SpecCo/AgCo Intellectual Property Cross-License Agreement, effective as of June 1, 2019, by and among DowDuPont Inc., Corteva, Inc. and the other parties identified therein.
10.2*	Letter Agreement, effective as of June 1, 2019 by and between DowDuPont Inc. and Corteva, Inc.
10.3*	Amended and Restated Tax Matters Agreement, effective as of June 1, 2019 by and among DowDuPont Inc., Corteva, Inc. and Dow Inc.
99.1	Press Release, dated June 3, 2019.

* Upon request by the Securities and Exchange Commission (the "SEC"), Corteva hereby undertakes to furnish supplementally to the SEC a copy of any omitted schedule or exhibit to such agreement; provided, however, that Corteva may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any schedule or exhibit so furnished.

SIGNATURES

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.

June 3, 2019

CORTEVA, INC.

By: /s/ Gregory R. Friedman
Name: Gregory R. Friedman
Title: Executive Vice President, Chief Financial Officer

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF CORTEVA, INC.
(a Delaware corporation)

May 31, 2019

Corteva, Inc. (hereinafter called the "Company"), a corporation organized and existing under the laws of the State of Delaware, does hereby certify as follows:

FIRST: The original Certificate of Incorporation of the Company was filed with the Secretary of State of the State of Delaware on March 16, 2018.

SECOND: This Amended and Restated Certificate of Incorporation has been duly adopted by the Company in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware and has been approved by the requisite vote of the stockholders of the Company in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: The text of the Certificate of Incorporation of the Company is hereby amended and restated to read in its entirety as follows:

ARTICLE I

NAME

The name of the Company is Corteva, Inc.

ARTICLE II

REGISTERED OFFICE AND AGENT

The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle 19801. The name of its registered agent at that address is The Corporation Trust Company.

ARTICLE III

PURPOSE AND POWERS

The purpose of the Company is to engage in any lawful act or activity for which a corporation may now or hereafter be organized under the General Corporation Law of the State of Delaware. The Company shall have all powers that may now or hereafter be lawful for a corporation to exercise under the General Corporation Law of the State of Delaware.

ARTICLE IV

CAPITAL STOCK

A. Classes of Stock. The total number of shares of stock of all classes of capital stock that the Company is authorized to issue is 1,916,666,667 shares. The authorized capital stock is divided into: (i) 1,666,666,667 shares of common stock having a par value of $0.01 per share (hereinafter, the "Common Stock") and (ii) 250,000,000 shares of preferred stock having a par value of $0.01 per share (hereinafter, the "Preferred Stock").

B. Common Stock. All shares of Common Stock of the Company shall be of one and the same class, shall be identical in all respects and shall have equal rights, powers and privileges.

1. Except as otherwise provided for by resolution or resolutions of the Board of Directors pursuant to this Article IV with respect to the issuance of any series of Preferred Stock or by the General Corporation Law of the State of Delaware, the holders of outstanding shares of Common Stock shall have the exclusive right to vote on all matters requiring stockholder action. On each matter on which holders of Common Stock are entitled to vote, each outstanding share of such Common Stock will be entitled to one vote.

2. Subject to the rights of holders of any series of outstanding Preferred Stock, holders of shares of Common Stock shall have equal rights of participation in the dividends and other distributions in cash, stock or property of the Company when, as and if declared thereon by the Board of Directors from time to time out of assets or funds of the Company legally available therefor and shall have equal rights to receive the assets and funds of the Company available for distribution to stockholders in the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary.

3. Upon this Amended and Restated Certificate of Incorporation becoming effective (the "Effective Time"), the 100 shares of the Common Stock, issued and outstanding immediately prior to the Effective Time, shall thereafter constitute 748,814,970 shares of Common Stock.

C. Preferred Stock

1. Shares of Preferred Stock of the Company may be issued from time to time in one or more series, the shares of each series to have such voting powers, full or limited, if any, and such designations, preferences and relative,

participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as are stated and expressed herein or in the resolution or resolutions providing for the issue of such series, adopted by the Board of Directors as hereinafter provided.

2. Authority is hereby expressly granted to the Board of Directors of the Company, subject to the provisions of this Article IV and to the limitations prescribed by the General Corporation Law of the State of Delaware, to authorize by resolution or resolutions from time to time the issuance of one or more series of Preferred Stock out of the authorized but unissued shares of Preferred Stock and with respect to each such series to fix, by filing a certificate of designation pursuant to the General Corporation Law of the State of Delaware setting forth such resolution or resolutions and providing for the issuance of such series, the voting powers, full or limited, if any, of the shares of such series and the designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof. The authority of the Board of Directors with respect to each series shall include, but not be limited to, the determination or fixing of the following:

   i. the designation of such series;

   ii. the number of shares of such series, which number the Board of Directors may thereafter (except where otherwise provided in the certificate of designation for such series) increase or decrease (but not below the number of shares of such series then outstanding);

   iii. the dividend rate, if any, payable to holders of shares of such series, any conditions and dates upon which such dividends shall be payable, the relation which such dividends shall bear to the dividends payable on any other class or classes of stock or any other series of any class of stock of the Company, and whether such dividends shall be cumulative or non-cumulative;

   iv. whether the shares of such series shall be subject to redemption by the Company, in whole or in part, at the option of the Company or of the holder thereof, and, if made subject to such redemption, the times, prices, form of payment and other terms and conditions of such redemption;

   v. the terms and amount of any sinking fund provided for the purchase or redemption of the shares of such series;

   vi. whether or not the shares of such series shall be convertible into or exchangeable for shares of any other class or classes of any stock or any other series of any class of stock of the Company or any other security, and, if provision is made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchanges;

vii. the extent, if any, to which the holders of shares of such series shall be entitled to vote generally, with respect to the election of directors, upon specified events or otherwise;

viii. the restrictions, if any, on the issue or reissue of any additional Preferred Stock; and

ix. the rights and preferences of the holders of the shares of such series upon any voluntary or involuntary liquidation or dissolution of, or upon the distribution of assets of, the Company.

Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior to, rank equally with or be junior to any other series of Preferred Stock to the extent permitted by law and the terms of any other series of Preferred Stock.

ARTICLE V

BOARD OF DIRECTORS

A. Power of the Board of Directors. The business and affairs of the Company shall be managed by or under the direction of the Board of Directors. In furtherance, and not in limitation, of the powers conferred by the laws of the State of Delaware, the Board of Directors shall be expressly authorized to:

1. determine the rights, powers, duties, rules and procedures that affect the power of the Board of Directors to manage and direct the business and affairs of the Company;

2. establish one or more committees of the Board of Directors, by the affirmative vote of a majority of the entire Board of Directors, to which may be delegated any or all of the powers and duties of the Board of Directors to the fullest extent permitted by law; and

3. exercise all such powers and do all such acts as may be exercised by the Company, subject to the provisions of the laws of the State of Delaware, this Amended and Restated Certificate of Incorporation, and the Amended and Restated Bylaws of the Company (as the same may be amended and/or restated from time to time, the "Bylaws").

B. Number of Directors. The number of directors constituting the entire Board of Directors shall be fixed from time to time exclusively by a vote of a majority of the entire Board of Directors in the manner provided in the Bylaws. As used in this Amended and Restated Certificate of Incorporation, the term "entire Board of Directors" means the total authorized number of directors that the Company would have if there were no vacancies.

C. Vacancies. Except as otherwise required by law and subject to the rights of the holders of any class or series of Preferred Stock to elect directors, any vacancies on the Board of Directors for any reason, including from the death, resignation, disqualification or removal of any director, and any newly created directorships resulting by reason of any increase in the number of directors shall be filled exclusively by the Board of Directors, acting by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by stockholders. Any directors elected to fill a vacancy shall hold office until the next annual meeting of stockholders or until their successors are duly elected and qualified.

D. Removal of Directors. Except as otherwise required by law and subject to the rights of the holders of any class or series of Preferred Stock, any director, or the entire Board of Directors, may be removed from office at any time, with or without cause only by the affirmative vote of the holders of a majority of the voting power of all of the shares of capital stock of the Company then entitled to vote generally in the election of directors, voting as a single class.

ARTICLE VI

LIMITATION OF LIABILITY AND INDEMNIFICATION

A. Limitation of Liability of Directors. A Director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a Director to the fullest extent permitted by the General Corporation Law of Delaware as the same now exists or hereafter may be amended. No repeal or modification of this Article VI shall apply or have any adverse effect on any right or protection of, or any limitation of the liability of, any person entitled to any right or protection under this Article VI existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

B. Indemnification. Directors, officers, employees and agents of the Company may be indemnified by the Company to the fullest extent as is permitted by the laws of the State of Delaware as it presently exists or may hereafter be amended and as the Bylaws may from time to time provide.

ARTICLE VII

STOCKHOLDER ACTION

Any action required or permitted to be taken by the stockholders of the Company must be effected at a duly called annual or special meeting of stockholders of the Company and may not be effected by any written consent of the stockholders of the Company; provided, however, that

any action required or permitted to be taken by the holders of any series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable certificate of designation for such series of Preferred Stock.

ARTICLE VIII

AMENDMENT OF BYLAWS

A. Amendment by the Board of Directors. In furtherance, and not in limitation, of the powers conferred upon it by law, the Board of Directors is expressly authorized and empowered to amend, alter, change, adopt or repeal the Bylaws of the Company; provided, however, that no Bylaws hereafter adopted shall invalidate any prior act of the directors that would have been valid if such Bylaws had not been adopted.

B. Amendment by Stockholders. In addition to any requirements of the General Corporation Law of the State of Delaware (and notwithstanding the fact that a lesser percentage may be specified by the General Corporation Law of the State of Delaware), unless otherwise specified in the Bylaws, the affirmative vote of the holders of a majority of the voting power of all the shares of capital stock of the Company then entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders of the Company to amend, alter, change or repeal or to adopt any provision of the Bylaws of the Company.

ARTICLE IX

AMENDMENT OF CERTIFICATE OF INCORPORATION

The Company hereby reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, and any other provisions authorized by the General Corporation Law of Delaware may be added or inserted, in the manner now or hereafter prescribed by the General Corporation Law of Delaware, and all rights, preferences and privileges of whatsoever nature conferred on stockholders, directors or any other persons whomsoever therein granted are subject to this reservation.

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Certificate of Incorporation as of the date first written above.

By: /s/ Cornel B. Fuerer
Name: Cornel B. Fuerer
Title: Senior Vice President, General Counsel and Secretary

Exhibit 3.2

AMENDED AND RESTATED

BYLAWS

OF

CORTEVA, INC.

(a Delaware corporation)

EFFECTIVE AS OF JUNE 1, 2019

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ARTICLE I

CAPITAL STOCK

1.1 **Certificates.** Shares of the capital stock of CORTEVA, INC., (the "Company") may be certificated or uncertificated in accordance with the General Corporation Law of the State of Delaware; provided, that, commencing on or prior to the date of these Bylaws, the shares of common stock, par value $0.01 per share, of the Company shall be uncertificated, as provided by resolutions adopted by the Board of Directors of the Company (the "Board of Directors" and each member thereof, a "Director"). To the extent any certificates are ever issued with respect to any class or series of a class of capital stock of the Company, every holder of stock represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and the Board of Directors, signed in the name of the Company by the Chairman of the Board of Directors (the "Chairman") or the Chief Executive Officer or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company, representing the number of shares registered in certificate form held by such holder. Any or all the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

1.2 **Record Ownership.** A record of the name and address of the holder of each certificate, the number of shares represented thereby and the date of issue thereof shall be made on the Company's books. The Company shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by the laws of the State of Delaware. If certificated, the certificates of each class or series of a class of stock shall be numbered consecutively.

1.3 **Transfer of Record Ownership.** Subject to applicable laws, transfers of shares of stock of the Company shall be made on the books of the Company only by direction of the registered holder thereof or such person's attorney, lawfully constituted in writing, and, if such shares are represented by a certificate, only upon the surrender to the Company or its transfer agent or other designated agent of the certificate representing such shares properly endorsed or accompanied by a properly executed written assignment of the shares evidenced thereby, which certificate shall be canceled before a new certificate or uncertificated shares are issued.

1.4 **Lost Certificates.** Any person claiming a stock certificate in lieu of one lost, stolen or destroyed shall give the Company an affidavit as to such person's ownership of the certificate and of the facts which go to prove its loss, theft or destruction. Such person shall also, if required by policies adopted by the Board of Directors, give the Company a bond sufficient to indemnify the Company against any claim that may be made against it on account of the alleged loss of the certificate or the issuance of a new certificate or of uncertificated shares.

1.5 **Transfer Agents; Registrars; Rules Respecting Certificates.** The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars. The Board of Directors may make such further rules and regulations as it may deem expedient concerning the issue, transfer and registration of shares of stock of the Company.

1.6 **Record Date.** The Board of Directors may fix in advance a date, not more than sixty (60) days or less than ten (10) days preceding the date of an annual or special meeting of stockholders and not more than sixty (60) days preceding the date of payment of a dividend or other distribution, allotment of rights or the date when any change, conversion or exchange of capital stock shall go into effect or for the purpose of any other lawful action, as the record date for determination of the stockholders entitled to notice of and to vote at any such meeting and any adjournment thereof, or to receive any such dividend or other distribution or allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to participate in any such other lawful action. Such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of and to vote at such meeting and any adjournment thereof, or to receive such dividend or other distribution or allotment of rights, or to exercise such rights, or to participate in any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Company after any such record date fixed as aforesaid.

ARTICLE II

MEETINGS OF STOCKHOLDERS

2.1 **Annual Meeting.** The annual meeting of stockholders for the election of Directors and the transaction of such other business as may properly be brought before the meeting shall be held annually on a date and at a time and place, within or without Delaware, as determined by the Board of Directors. The Board of Directors may postpone, reschedule or adjourn any previously scheduled annual meeting of stockholders.

2.2 **Special Meetings**.

(a) Purpose. Special meetings of stockholders for any purpose or purposes (i) may be called by the Board of Directors, pursuant to a resolution adopted by a majority of the entire Board of Directors upon motion of a Director, and (ii) shall be called by the Chairman or the Secretary of the Company upon a written request from stockholders of the Company holding at least twenty-five percent (25%) of the voting power of all the shares of capital stock of the Company then entitled to vote on the matter or matters to be brought before the proposed special meeting that complies with the procedures for calling a special meeting of stockholders as set forth in these Bylaws. Any such request by stockholders shall (A) be delivered to, or mailed to and received by, the Secretary of the Company at the

Company's principal executive offices, (B) be signed by each stockholder, or a duly authorized agent of such stockholder, requesting the special meeting, (C) set forth the purpose or purposes of the meeting and (D) include the information required by Section 2.9 as applicable, and a representation by the stockholder(s) that within five (5) business days after the record date for any such special meeting it will provide such information as of the record date for such special meeting to the extent not previously provided.

(b) Date, Time and Place. A special meeting, whether called by the Board of Directors or called at the request of stockholders shall be held at such date, time and place, within or without the State of Delaware, as determined by the Board of Directors; provided, however, that the date of any such special meeting shall be not more than ninety (90) days after the request to call the special meeting by one or more stockholders who satisfy the requirements of this Section 2.2 is delivered to or received by the Secretary, unless a later date is required in order to allow the Company to file the information required under Item 8 (or any comparable or successor provision) of Schedule 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), if applicable. Notwithstanding the foregoing, a special meeting requested by stockholders shall not be held if: (i) the stated business to be brought before the special meeting is not a proper subject for stockholder action under applicable law or (ii) the Board of Directors has called or calls for an annual meeting of stockholders to be held within ninety (90) days after the request for the special meeting is delivered to or received by the Secretary and the Board of Directors determines in good faith that the business of such annual meeting includes (among any other matters properly brought before the annual meeting) the business specified in the stockholders' request. A stockholder may revoke a request for a special meeting at any time by written revocation delivered to, or mailed to and received by, the Secretary. If, at any time after receipt by the Secretary of the Company of a proper request for a special meeting of stockholders, there are no longer valid requests from stockholders holding in the aggregate at least the requisite number of shares entitling the stockholders to request the calling of a special meeting, whether because of revoked requests or otherwise, the Board of Directors, in its discretion, may cancel the special meeting (or, if the special meeting has not yet been called, may direct the Chairman or the Secretary of the Company not to call such a meeting).

(c) Conduct of Meeting. At any such special meeting, only such business may be transacted as is set forth in the notice of special meeting. Business transacted at a special meeting requested by stockholders shall be limited to the matters described in the special meeting request; provided, however, that nothing herein shall prohibit the Board of Directors from submitting matters to the stockholders at any special meeting requested by stockholders. If none of the stockholders who submitted the request for a special meeting appears or sends a qualified representative to present the nominations proposed to be presented or other business proposed to be conducted at the special meeting, the Company need not present such nominations or other business for a vote at such meeting. The

chairman of a special meeting shall determine all matters relating to the conduct of the meeting, including, but not limited to, determining whether any nomination or other item of business has been properly brought before the meeting in accordance with these Bylaws, and if the chairman of the meeting should so determine and declare that any nomination or other item of business has not been properly brought before the special meeting, then such business shall not be transacted at such meeting.

2.3 **Notice.** Notice (either written or as otherwise permitted by the General Corporation Law of the State of Delaware) of each meeting of stockholders, whether annual or special, stating the date, time, place and, with respect to a special meeting, purpose thereof, shall be distributed (either by the U.S. Postal Service or as otherwise permitted by the General Corporation Law of the State of Delaware) by the Secretary or Assistant Secretary not less than ten (10) days nor more than sixty (60) days before the date of such meeting to every stockholder entitled to vote thereat.

2.4 **List of Stockholders.** A complete list of the stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder, shall be prepared by the Secretary at least ten (10) days before every meeting of stockholders and shall be open to the examination of any stockholder for any purpose germane to the meeting for a period of at least ten (10) days before the meeting during ordinary business hours at the principal place of business of the Company. A list of stockholders entitled to vote at the meeting shall be produced and kept at the place of the meeting during the whole time of the meeting and may be examined by any stockholder who is present.

2.5 **Quorum.** The holders of a majority of the voting power of all of the shares of capital stock of the Company then entitled to vote with respect to the purposes for which the meeting is called, present in person or represented by proxy, shall constitute a quorum, except as otherwise required by the General Corporation Law of the State of Delaware. If a quorum does not exist, the chairman of the meeting or a majority in interest of the stockholders present in person or represented by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be obtained. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the meeting originally called.

2.6 **Organization.** The Chairman, or, in the absence of the Chairman, a chairman designated by the Board of Directors, shall preside at meetings of stockholders (including special meetings of stockholders) as chairman of the meeting and shall determine the order of business for such meeting. The Secretary of the Company shall act as secretary at all meetings of stockholders, but in the absence of the Secretary, the chairman of the meeting may appoint a secretary of the meeting. Rules governing the procedures and conduct of meetings of stockholders shall be determined by the chairman of the meeting.

2.7 **Voting.** Subject to all of the rights of the preferred stock provided for by resolution or resolutions of the Board of Directors pursuant to Article IV of the Certificate of Incorporation or by the General Corporation Law of the State of Delaware, each

stockholder entitled to vote at a meeting shall be entitled to one vote, in person or by proxy (either written or as otherwise permitted by the General Corporation Law of the State of Delaware), for each voting share held of record by such stockholder. The votes for the election of Directors and, upon the demand of any stockholder the vote upon any matter before the meeting, shall be by written ballot. Except as otherwise required by the General Corporation Law of the State of Delaware or as specifically provided for in the Certificate of Incorporation or these Bylaws, in any question or matter brought before any meeting of stockholders (other than the election of Directors), the affirmative vote of the holders of voting shares present in person or by proxy representing a plurality of the votes actually cast on any such question or matter at a meeting where there is a quorum shall be the act of the stockholders. Directors shall be elected by the vote of a majority of the votes cast at a meeting where there is a quorum; except that, notwithstanding the foregoing, Directors shall be elected by a plurality of the votes cast at a meeting where there is a quorum if as of the record date for such meeting the number of nominees exceeds the number of Directors to be elected. For purposes of the foregoing sentence, a majority of the votes cast means that the number of shares voted "for" a Director nominee must exceed the number of shares voted "against" that Director nominee.

2.8 **Inspectors of Election.** In advance of any meeting of stockholders, the Board of Directors or the chairman of the meeting shall appoint one or more inspectors to act at the meeting and make a written report thereof. The chairman of the meeting may designate one or more persons as alternate inspectors to replace any inspector who fails or is unable to act. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. At each meeting of stockholders, the inspector(s) shall ascertain the number of shares outstanding and the voting power of each, determine the shares represented at the meeting and the validity of proxies and ballots, count all votes and ballots, determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspector(s), and certify the inspectors' determination of the number of shares represented at the meeting and the count of all votes and ballots. The inspector(s) may appoint or retain other persons or entities to assist the inspector(s) in the performance of the duties of the inspector(s). Any report or certificate made by the inspector(s) shall be prima facie evidence of the facts stated therein.

2.9 **Notification of Stockholder Nominations and Other Business**.

(a) Annual Meeting.

(i) Nominations of persons for election to the Board of Directors and the proposal of business other than nominations to be considered by the stockholders may be made at an annual meeting of stockholders only (A) by or at the direction of the Board of Directors, (B) by any stockholder of the Company who is a stockholder of record at the time the notice provided for in this Section 2.9 is delivered to, or mailed to and received by, the Secretary of the Company, who is entitled to vote at such annual meeting and who complies with the notice procedures and disclosure

requirements set forth in this Section 2.9 or (C) in the case of stockholder nominations to be included in the Company's proxy statement for an annual meeting of stockholders, by an Eligible Stockholder (as defined below) who satisfies the notice, ownership and other requirements of Section 2.10 of these Bylaws.

(ii) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (B) of Section 2.9(a)(i), such stockholder must have given timely written notice thereof in proper form to the Secretary of the Company and such proposed business must be a proper subject for stockholder action. To be timely, a stockholder's notice must be delivered to, or mailed to and received by, the Secretary at the principal executive offices of the Company: not later than the close of business on the ninetieth (90th) day or earlier than the close of business on the one hundred twentieth (120th) day prior to the anniversary date on which the Company first distributed its proxy materials for the prior year's annual meeting of stockholders of the Company; provided, however, that in the event that the annual meeting is called for a date that is not within thirty (30) days before or after the first anniversary of the prior year's annual meeting, notice by the stockholder in order to be timely must be so delivered, or so mailed and received, not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of (A) the ninetieth (90th) day prior to such annual meeting and (B) the tenth (10th) day following the date on which public disclosure (as defined below) of the date of the annual meeting is first made by the Company; provided, however, that for the purposes of this clause (ii), (x) the anniversary date of the Company's first distribution of its proxy materials for the 2019 annual meeting of stockholders of the Company shall be deemed to be April 29, 2020 and (y) the anniversary date of the Company's 2019 annual meeting of stockholders shall be deemed to be June 25, 2020. In no event shall the public disclosure of an adjournment or postponement of an annual meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth:

(A) as to each person, if any, whom such stockholder proposes to nominate for election or re-election as a Director: (1) all information relating to such person that would be required to be disclosed in a proxy statement soliciting proxies for the election of such nominee as a Director in an election contest (even if an election contest is not involved) or that is otherwise required to be disclosed, under Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (2) the written consent of the nominee to being named in the proxy statement as a nominee and to serving as a Director if elected and a representation by the nominee to the effect that, if elected, the nominee will agree to and

abide by all policies of the Board of Directors as may be in place at any time and from time to time and (3) any information that such person would be required to disclose pursuant to paragraph (ii)(C) of this Section 2.9(a), if such person were a stockholder purporting to make a nomination or propose business pursuant thereto;

(B) as to any other business that such stockholder proposes to bring before the meeting: (1) a brief description of the proposed business desired to be brought before the meeting, (2) the text of the proposal or proposed business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Company, the language of the proposed amendment), (3) the reasons for conducting such business at the meeting, (4) any substantial interest (within the meaning of Item 5 of Schedule 14A under the Exchange Act) in such business of such stockholder and the beneficial owner (within the meaning of Section 13(d) of the Exchange Act), if any, on whose behalf the business is being proposed, (5) any other information relating to such stockholder and beneficial owner, if any, on whose behalf the proposal is being made, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal and pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder, (6) a description of all agreements, arrangements, or understandings between or among such stockholder, or any affiliates or associates of such stockholder, and any other person or persons (including their names) in connection with the proposal of such business and any material interest of such stockholder or any affiliates or associates of such stockholder, in such business, including any anticipated benefit therefrom to such stockholder, or any affiliates or associates of such stockholder and (7) the information required by Section 2.9(a)(ii)(A) above; and

(C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made or the other business is proposed: (1) the name and address of such stockholder, as they appear on the Company's books, and the name and address of the beneficial owner, if any, on whose behalf the nomination is made, (2) the class and number of shares of capital stock of the Company which are beneficially owned (as defined below) and owned of record by such stockholder and owned by the beneficial owner, if any, on whose behalf the nomination is made as of the date of the notice, and a representation that such stockholder shall notify the Company in writing within five (5) business days after the record date for such meeting of the class and number of shares of capital stock of the Company beneficially owned by such stockholder or

beneficial owner as of the record date for the meeting, (3) a written representation (from the stockholder giving notice) that such stockholder is the holder of record of shares of the Company entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to propose such nomination or nominations or other business specified in the notice, (4) a description of any agreement, arrangement or understanding with respect to the nomination or other business between or among such stockholder or the beneficial owner, if any, on whose behalf the nomination is made and any other person, including without limitation any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Exchange Act Schedule 13D (regardless of whether the requirement to file a Schedule 13D is applicable to such stockholder or the beneficial owner, if any, on whose behalf the nomination is made) and a representation that such stockholder shall notify the Company in writing within five (5) business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting, (5) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of such stockholder's notice by, or on behalf of, such stockholder or the beneficial owner, if any, on whose behalf the nomination is made or any of their affiliates or associates, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes of any class of the Company's capital stock for, or maintain, increase or decrease the voting power of such stockholder or the beneficial owner, if any, on whose behalf the nomination is made or any of their affiliates or associates with respect to shares of stock of the Company and a representation that such stockholder shall notify the Company in writing within five (5) business days after the record date for such meeting of any such agreement, arrangement or understanding in effect as of the record date for the meeting and (6) a representation as to whether such stockholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Company's outstanding capital stock required to approve the election of the nominee and/or otherwise to solicit proxies from stockholders in support of such election.

(iii) The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as a Director of the Company, including information relevant to a determination whether such proposed nominee can be considered an independent Director or that could be material to a reasonable stockholders' understanding of the independence, or lack thereof.

(iv) This Section 2.9(a) shall not apply to a proposal proposed to be made by a stockholder if the stockholder has notified the Company of his or her intention to present the proposal at an annual or special meeting only pursuant to and in compliance with Rule 14a-8 under the Exchange Act and such proposal has been included in a proxy statement that has been prepared by the Company to solicit proxies for such meeting.

(b) Special Meeting. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Company's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders called by the Board of Directors at which Directors are to be elected pursuant to the Company's notice of meeting (i) by or at the direction of the Board of Directors or (ii) provided that the Board of Directors has determined that Directors shall be elected at such meeting, by any stockholder of the Company who is a stockholder of record at the time the notice provided for in this Section 2.9(b) is delivered to, or mailed to and received by, the Secretary of the Company and at the time of the special meeting, who is entitled to vote at the special meeting and upon such election, and who complies with the notice procedures set forth in this Section 2.9 as to such nomination. In the event the Board of Directors calls a special meeting of stockholders for the purpose of electing one or more Directors to the Board of Directors, any such stockholder entitled to vote in such election of Directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Company's notice of meeting, if the notice required by Section 2.9(a)(ii) shall be delivered to, or mailed to and received by, the Secretary at the principal executive offices of the Company not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which public disclosure of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting is first made by the Company. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(c) General.

(i) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.9 or Section 2.10 shall be eligible to be elected at any meeting of stockholders of the Company to serve as Directors and only such other business shall be conducted at a meeting of stockholders as shall have been properly brought before the meeting in accordance with the procedures set forth in this Section 2.9 or Section 2.10, as applicable. The chairman of the special meeting, as determined pursuant to Section

2.6, shall have the power and duty to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.9. If any proposed nomination or other business was not made or proposed in compliance with this Section 2.9 or Section 2.10, as applicable, then except as otherwise provided by law, the chairman of the meeting shall have the power and duty to declare that such nomination shall be disregarded or that such proposed other business shall not be transacted. Notwithstanding the foregoing provisions of this Section 2.9, unless otherwise required by law, if the stockholder does not provide the information required under clauses (2), (4) and (5) of Section 2.9(a)(ii)(C) to the Company within five (5) business days following the record date for an annual or special meeting of stockholders, or if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Company to present a nomination or proposed other business, such nomination shall be disregarded and such proposed other business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Company. For purposes of this Section 2.9, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or authorized by a writing executed by such stockholder (or a reliable reproduction or electronic transmission of such writing) delivered to the Company prior to the making of such nomination or proposal at such meeting by such stockholder stating that such person is authorized to act for such stockholder as proxy at the meeting of stockholders.

(ii) For purposes of this Section 2.9, "public disclosure" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press, or comparable national news service or any document publicly filed by the Company with the Securities and Exchange Commission (the "Commission") pursuant to Section 13, 14 or 15(d) of the Exchange Act. For purposes of clause (2) of Section 2.9(a)(ii)(C), shares shall be treated as "beneficially owned" by a person if the person beneficially owns such shares, directly or indirectly, for purposes of Section 13(d) of the Exchange Act and Regulations 13D and 13G thereunder or has or shares pursuant to any agreement, arrangement or understanding (whether or not in writing): (A) the right to acquire such shares (whether such right is exercisable immediately or only after the passage of time or the fulfillment of a condition or both), (B) the right to vote such shares, alone or in concert with others and/or (C) investment power with respect to such shares, including the power to dispose of, or to direct the disposition of, such shares.

2.10 **Proxy Access for Director Nominations**.

(a) Eligibility. Subject to the terms and conditions of these Bylaws, in connection with an annual meeting of stockholders at which Directors are to be elected, the Company (a) shall include in its proxy statement and on its form of proxy the names of, and (b) shall include in its proxy statement the "Additional Information" (as defined below) relating to, a number of nominees specified pursuant to Section 2.10(b)(i) (the "Authorized Number") for election to the Board of Directors submitted pursuant to this Section 2.10 (each, a "Stockholder Nominee"), if:

(i) the Stockholder Nominee satisfies the eligibility requirements in this Section 2.10;

(ii) the Stockholder Nominee is identified in a timely notice (the "Stockholder Notice") that satisfies this Section 2.10 and is delivered by a stockholder that qualifies as, or is acting on behalf of, an Eligible Stockholder (as defined below); and

(iii) the Eligible Stockholder satisfies the requirements in this Section 2.10 and expressly elects at the time of the delivery of the Stockholder Notice to have the Stockholder Nominee included in the Company's proxy materials.

(b) Definitions.

(i) The maximum number of Stockholder Nominees appearing in the Company's proxy materials with respect to an annual meeting of stockholders (the "Authorized Number") shall not exceed the greater of (x) two or (y) twenty percent (20%) of the number of Directors in office as of the last day on which a Stockholder Notice may be delivered pursuant to this Section 2.10 with respect to the annual meeting, or if such amount is not a whole number, the closest whole number (rounding down) below twenty percent (20%); provided that the Authorized Number shall be reduced by (A) the number of individuals (if any) included in the Company's proxy as nominees recommended by the Board of Directors pursuant to an agreement, arrangement or other understanding with a stockholder or group of stockholders (other than any such agreement, arrangement or other understanding entered into in connection with an acquisition of stock from the Company by such stockholder or group of stockholders) and (B) the number of nominees (if any) who were previously elected to the Board of Directors as Stockholder Nominees at any of the preceding two annual meetings and who are nominated for election at the annual meeting by the Board of Directors as a Board of Directors nominee. For purposes of determining when the Authorized Number has been reached, any individual nominated by an Eligible Stockholder for inclusion in the Company's proxy materials pursuant to this Section 2.10 whose nomination is subsequently withdrawn or whom the Board of Directors decides to nominate for election to the Board of

Directors shall be counted as one of the Stockholder Nominees. In the event that one or more vacancies for any reason occurs after the date of the Stockholder Notice but before the annual meeting and the Board of Directors resolves to reduce the size of the Board of Directors in connection therewith, the Authorized Number shall be calculated based on the number of Directors in office as so reduced.

(ii) To qualify as an "Eligible Stockholder," a stockholder or a group as described in this Section 2.10 must:

(A) Own and have Owned (as defined below), continuously for at least three years as of the date of the Stockholder Notice, a number of shares (as adjusted to account for any stock dividend, stock split, subdivision, combination, reclassification or recapitalization of shares of the Company that are entitled to vote generally in the election of Directors) that represents at least three percent (3%) of the outstanding shares of the Company that are entitled to vote generally in the election of Directors as of the date of the Stockholder Notice (the "Required Shares"), and

(B) thereafter continue to Own the Required Shares through such annual meeting of stockholders.

For purposes of satisfying the ownership requirements of this Section 2.10(b)(ii), a group of not more than twenty (20) stockholders and/or beneficial owners may aggregate the number of shares of the Company that are entitled to vote generally in the election of Directors that each group member has individually Owned continuously for at least three (3) years as of the date of the Stockholder Notice if all other requirements and obligations for an Eligible Stockholder set forth in this Section 2.10 are satisfied by and as to each stockholder or beneficial owner comprising the group whose shares are aggregated. No shares may be attributed to more than one Eligible Stockholder, and no stockholder or beneficial owner, alone or together with any of its affiliates, may individually or as a member of a group qualify as or constitute more than one Eligible Stockholder under this Section 2.10. A group of any two or more funds shall be treated as only one stockholder or beneficial owner for this purpose if they are (A) under common management and investment control OR (B) under common management and funded primarily by a single employer OR (C) part of a family of funds, meaning a group of publicly offered investment companies (whether organized in the U.S. or outside the U.S.) that hold themselves out to investors as related companies for purposes of investment and investor services. For purposes of this Section 2.10, the term "affiliate" or "affiliates" shall have the meanings ascribed thereto under the rules and regulations promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(iii) For purposes of this Section 2.10:

(A) A stockholder or beneficial owner is deemed to "Own" only those outstanding shares of the Company that are entitled to vote generally in the election of Directors as to which the person

possesses both (1) the full voting and investment rights pertaining to the shares and (2) the full economic interest in (including the opportunity for profit and risk of loss on) such shares, except that the number of shares calculated in accordance with clauses (1) and (2) shall not include any shares (a) sold by such person in any transaction that has not been settled or closed, (b) borrowed by the person for any purposes or purchased by the person pursuant to an agreement to resell, or (c) subject to any option, warrant, forward contract, swap, contract of sale, or other derivative or similar agreement entered into by the person, whether the instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of the Company that are entitled to vote generally in the election of Directors, if the instrument or agreement has, or is intended to have, or if exercised would have, the purpose or effect of (x) reducing in any manner, to any extent or at any time in the future, the person's full right to vote or direct the voting of the shares, and/or (y) hedging, offsetting or altering to any degree any gain or loss arising from the full economic ownership of the shares by the person. The terms "Owned," "Owning" and other variations of the word "Own," when used with respect to a stockholder or beneficial owner, have correlative meanings. For purposes of clauses (a) through (c), the term "person" includes its affiliates.

(B) A stockholder or beneficial owner "Owns" shares held in the name of a nominee or other intermediary so long as the person retains both (1) the full voting and investment rights pertaining to the shares and (2) the full economic interest in the shares. The person's Ownership of shares is deemed to continue during any period in which the person has delegated any voting power by means of a proxy, power of attorney, or other instrument or arrangement that is revocable at any time by the stockholder.

(C) A stockholder or beneficial owner's Ownership of shares shall be deemed to continue during any period in which the person has loaned the shares if the person has the power to recall the loaned shares on not more than five (5) business days' notice.

(iv) For purposes of this Section 2.10, the "Additional Information" referred to in Section 2.10(a) that the Company will include in its proxy statement is:

(A) the information set forth in the Schedule 14N provided with the Stockholder Notice concerning each Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the Company's proxy statement by the applicable requirements of the Exchange Act and the rules and regulations thereunder; and

(B) if the Eligible Stockholder so elects, a written statement of the Eligible Stockholder (or, in the case of a group, a written statement of the group), not to exceed five hundred words, in support of its Stockholder Nominee(s), which must be provided at the same time as the Stockholder Notice for inclusion in the Company's proxy statement for the annual meeting (the "Statement").

Notwithstanding anything to the contrary contained in this Section 2.10, the Company may omit from its proxy materials any information or Statement that it, in good faith, believes is untrue in any material respect (or omits a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading) or would violate any applicable law, rule, regulation or listing standard. Nothing in this Section 2.10 shall limit the Company's ability to solicit against and include in its proxy materials its own statements relating to any Eligible Stockholder or Stockholder Nominee.

(c) Stockholder Notice and Other Informational Requirements.

(i) The Stockholder Notice shall set forth all information, representations and agreements required under Section 2.9(a)(ii) above, including the information required with respect to (i) any nominee for election as a Director, (ii) any stockholder giving notice of an intent to nominate a candidate for election, and (iii) any stockholder, beneficial owner or other person on whose behalf the nomination is made under this Section 2.10. In addition, such Stockholder Notice shall include:

(A) a copy of the Schedule 14N that has been or concurrently is filed with the SEC under the Exchange Act;

(B) a written statement of the Eligible Stockholder (and in the case of a group, the written statement of each stockholder or beneficial owner whose shares are aggregated for purposes of constituting an Eligible Stockholder), which statement(s) shall also be included in the Schedule 14N filed with the SEC, (i) setting forth and certifying to the number of shares of the Company entitled to vote generally in the election of Directors that the Eligible Stockholder Owns and has Owned (as defined in Section 2.10(b)(iii) of these Bylaws) continuously for at least three years as of the date of the Stockholder Notice, (ii) agreeing to continue to Own such shares through the annual meeting and (iii) indicating whether it intends to continue to Own such shares for at least one year following the annual meeting;

(C) the written agreement of the Eligible Stockholder (and in the case of a group, the written agreement of each stockholder or beneficial owner whose shares are aggregated for purposes of constituting an Eligible Stockholder) addressed to the Company, setting forth the following additional agreements, representations; and warranties:

(1) it shall provide (a) within five business days after the date of the Stockholder Notice, one or more written statements from the record holder(s) of the Required Shares and from each intermediary through which the Required Shares are or have been held, in each case during the requisite three-year holding period, specifying the number of shares that the Eligible Stockholder Owns, and has Owned continuously in compliance with this Section 2.10, (b) within five business days after the record date for the annual meeting both the information required under Section 2.9(a)(ii)(C) and notification in writing verifying the Eligible Stockholder's continuous Ownership of the Required Shares, in each case, as of such date, and (c) immediate notice to the Company if the Eligible Stockholder ceases to own any of the Required Shares prior to the annual meeting;

(2) it (a) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the Company, and does not presently have this intent, (b) has not nominated and shall not nominate for election to the Board of Directors at the annual meeting any person other than the Stockholder Nominee(s) being nominated pursuant to this Section 2.10, (c) has not engaged and shall not engage in, and has not been and shall not be a participant (as defined in Item 4 of Exchange Act Schedule 14A) in, a solicitation within the meaning of Exchange Act Rule 14a-1(l), in support of the election of any individual as a Director at the annual meeting other than its Stockholder Nominee(s) or any nominee(s) of the Board of Directors , and (d) shall not distribute to any stockholder any form of proxy for the annual meeting other than the form distributed by the Company; and

(3) it will (a) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Stockholder's communications with the stockholders of the Company or out of the information that the Eligible Stockholder provided to the Company, (b) indemnify and hold harmless the Company and each of its Directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Company or any of its Directors, officers or employees arising out of the Eligible Stockholder's communications with the stockholders of the Company or out of the information that the Eligible

Stockholder provided to the Company, (c) comply with all laws, rules, regulations and listing standards applicable to its nomination or any solicitation in connection with the annual meeting, (d) file with the SEC any solicitation or other communication by or on behalf of the Eligible Stockholder relating to the Company's annual meeting of stockholders, one or more of the Company's Directors or Director nominees or any Stockholder Nominee, regardless of whether the filing is required under Exchange Act Regulation 14A, or whether any exemption from filing is available for the materials under Exchange Act Regulation 14A, and (e) at the request of the Company, promptly, but in any event within five business days after such request (or by the day prior to the day of the annual meeting, if earlier), provide to the Company such additional information as reasonably requested by the Company; and

(D) in the case of a nomination by a group, the designation by all group members of one group member that is authorized to act on behalf of all members of the group with respect to the nomination and matters related thereto, including withdrawal of the nomination, and the written agreement, representation, and warranty of the Eligible Stockholder that it shall provide, within five business days after the date of the Stockholder Notice, documentation reasonably satisfactory to the Company demonstrating that the number of stockholders and/or beneficial owners within such group does not exceed twenty (20), including whether a group of funds qualifies as one stockholder or beneficial owner within the meaning of Section 2.10(b)(ii).

All information provided pursuant to this Section 2.10(c)(i) shall be deemed part of the Stockholder Notice for purposes of this Section 2.10.

(ii) To be timely under this Section 2.10, the Stockholder Notice must be delivered to, or mailed to and received by, the Secretary at the principal executive offices of the Company not later than the close of business on the one hundred twentieth (120th) day or earlier than the close of business on the one hundred fiftieth (150th) day prior to the anniversary date on which the Company first distributed its definitive proxy materials for the prior year's annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for a date that is not within thirty (30) days before or after the first anniversary of the prior year's annual meeting, notice by the stockholder in order to be timely, must be so delivered, or so mailed and received, not earlier than the close of business on the one hundred fiftieth (150th) day prior to such annual meeting and not later than the close of business on the later of the one hundred twentieth (120th) day prior to such annual meeting or the tenth (10th) day following the date on which public disclosure (as defined in Section

2.9(c)(ii) above) of the date of the annual meeting is first made by the Company; provided, however, that for the purposes of this clause (ii), (x) the anniversary date of the Company's first distribution of its proxy materials for the 2019 annual meeting of stockholders of the Company shall be deemed to be April 29, 2020 and (y) the anniversary date of the Company's 2019 annual meeting of stockholders shall be deemed to be June 25, 2020. In no event shall the public disclosure of an adjournment or a postponement of an annual meeting commence a new time period (or extend any time period) for the giving of the Stockholder Notice as described above.

(iii) Within the time period for delivery of the Stockholder Notice, a written representation and agreement of each Stockholder Nominee shall be delivered to the Secretary of the Company at the principal executive offices of the Company, which shall be signed by each Stockholder Nominee and shall represent and agree (A) as to the matters set forth in Section 2.9(a)(ii)(A), and (B) that such Stockholder Nominee consents to being named in the Company's proxy statement and form of proxy as a nominee and to serving as a Director if elected. At the request of the Company, the Stockholder Nominee must promptly, but in any event within five (5) business days after such request, submit all completed and signed questionnaires required of the Company's nominees and provide to the Company such other information as it may reasonably request. The Company may request such additional information as necessary to permit the Board of Directors to determine if each Stockholder Nominee satisfies the requirements of this Section 2.10.

(iv) In the event that any information or communications provided by the Eligible Stockholder or any Stockholder Nominees to the Company or its stockholders is not, when provided, or thereafter ceases to be, true, correct and complete in all material respects (including omitting a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading), such Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly notify the Secretary and provide the information that is required to make such information or communication true, correct, complete and not misleading; it being understood that providing any such notification shall not be deemed to cure any defect or limit the Company's right to omit a Stockholder Nominee from its proxy materials as provided in this Section 2.10.

(d) Proxy Access Procedures.

(i) Notwithstanding anything to the contrary contained in this Section 2.10, the Company may omit from its proxy materials any Stockholder Nominee, and such nomination shall be disregarded and no vote on such Stockholder Nominee shall occur, notwithstanding that proxies in respect of such vote may have been received by the Company, if:

(A) the Eligible Stockholder or Stockholder Nominee breaches any of its agreements, representations or warranties set forth in the Stockholder Notice or otherwise submitted pursuant to this Section 2.10, any of the information in the Stockholder Notice or otherwise submitted pursuant to this Section 2.10 was not, when provided, true, correct and complete (or omitted a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading), or the Eligible Stockholder or applicable Stockholder Nominee otherwise fails to comply with its obligations pursuant to these Bylaws, including, but not limited to, its obligations under this Section 2.10;

(B) the Stockholder Nominee (1) is not independent under any applicable listing standards, any applicable rules of the SEC or any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the Company's Directors, (2) is or has been, within the past three years, an officer or Director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, as amended, (3) is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in a criminal proceeding (excluding traffic violations and other minor offenses) within the past ten years, (4) is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act") or (5) shall have provided any information to the Company or its stockholders that was untrue in any material respect or that omitted to state a material fact necessary to make the statements made, in light of the circumstances in which they were made, not misleading;

(C) the Company has received a notice (whether or not subsequently withdrawn) that a stockholder intends to nominate any candidate for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees for Director in Section 2.9(a); or

(D) the election of the Stockholder Nominee to the Board of Directors would cause the Company to violate the Certificate of Incorporation of the Company, these Bylaws, or any applicable law, rule, regulation or listing standard.

(ii) An Eligible Stockholder submitting more than one Stockholder Nominee for inclusion in the Company's proxy materials pursuant to this Section 2.10 shall rank such Stockholder Nominees based on the order that the

Eligible Stockholder desires such Stockholder Nominees to be selected for inclusion in the Company's proxy materials and include such assigned rank in its Stockholder Notice submitted to the Company. In the event that the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 2.10 exceeds the Authorized Number, the Stockholder Nominees to be included in the Company's proxy materials shall be determined in accordance with the following provisions: one Stockholder Nominee who satisfies the eligibility requirements in this Section 2.10 shall be selected from each Eligible Stockholder for inclusion in the Company's proxy materials until the Authorized Number is reached, going in order of the amount (largest to smallest) of shares of the Company each Eligible Stockholder disclosed as Owned in its Stockholder Notice submitted to the Company and going in the order of the rank (highest to lowest) assigned to each Stockholder Nominee by such Eligible Stockholder. If the Authorized Number is not reached after one Stockholder Nominee who satisfies the eligibility requirements in this Section 2.10 has been selected from each Eligible Stockholder, this selection process shall continue as many times as necessary, following the same order each time, until the Authorized Number is reached. Following such determination, if any Stockholder Nominee who satisfies the eligibility requirements in this Section 2.10 thereafter is nominated by the Board of Directors, thereafter is not included in the Company's proxy materials or thereafter is not submitted for Director election for any reason (including the Eligible Stockholder's or Stockholder Nominee's failure to comply with this Section 2.10), no other nominee or nominees shall be included in the Company's proxy materials or otherwise submitted for election as a Director at the applicable annual meeting in substitution for such Stockholder Nominee.

(iii) Any Stockholder Nominee who is included in the Company's proxy materials for a particular annual meeting of stockholders but either (A) withdraws from or becomes ineligible or unavailable for election at the annual meeting for any reason, including for the failure to comply with any provision of these Bylaws (provided that in no event shall any such withdrawal, ineligibility or unavailability commence a new time period (or extend any time period) for the giving of a Stockholder Notice) or (B) does not receive in favor of such Stockholder Nominee's election at least twenty-five percent (25%) of the votes cast with respect to such Stockholder Nominee's election, shall be ineligible to be a Stockholder Nominee pursuant to this Section 2.10 for the next two annual meetings.

(iv) Notwithstanding the foregoing provisions of this Section 2.10, unless otherwise required by law or otherwise determined by the chairman of the meeting or the Board of Directors, if the stockholder delivering the Stockholder Notice (or a qualified representative of the stockholder, as defined in Section 2.9(c)(i)) does not appear at the annual meeting of stockholders of the Company to present its Stockholder Nominee or

Stockholder Nominees, such nomination or nominations shall be disregarded, notwithstanding that proxies in respect of the election of the Stockholder Nominee or Stockholder Nominees may have been received by the Company.

(v) The Board of Directors (and any other person or body authorized by the Board of Directors) shall have the power and authority to interpret this Section 2.10 and to make any and all determinations necessary or advisable to apply this Section 2.10 to any persons, facts or circumstances, including, without limitation, the power to determine (1) whether one or more stockholders or beneficial owners qualifies as an Eligible Stockholder, (2) whether a Stockholder Notice complies with this Section 2.10 and has otherwise met the requirements of this Section 2.10, (3) whether a Stockholder Nominee satisfies the qualifications and requirements in this Section 2.10, and (4) whether any and all requirements of this Section 2.10 (or any applicable requirements of Section 2.9) have been satisfied. Any such interpretation or determination adopted in good faith by the Board of Directors (or any other person or body authorized by the Board of Directors) shall be binding on all persons, including, without limitation, the Company and its stockholders (including, without limitation, any beneficial owners).

(vi) For the avoidance of doubt, nothing in this Section 2.10 shall limit the Company's ability to solicit against any Stockholder Nominee or include in its proxy materials the Company's own statements or other information relating to any Eligible Stockholder or Stockholder Nominee, including any information provided to the Company pursuant to this Section 2.10.

(vii) This Section 2.10 shall be the exclusive method for stockholders to include Director nominees for election in the Company's proxy materials.

ARTICLE III

BOARD OF DIRECTORS

3.1 **Number and Qualifications.** The business and affairs of the Company shall be managed by or under the direction of its Board of Directors. The number of Directors constituting the entire Board of Directors shall be not less than six (6) nor more than sixteen (16), as fixed from time to time exclusively by resolution of a majority of the entire Board of Directors. As used in these Bylaws, the term "entire Board of Directors" means the total authorized number of Directors that the Company would have if there were no vacancies.

3.2 **Term.** Subject to any rights of holders of preferred stock to elect directors, each director shall hold office until the next annual meeting for the election of directors and until the director's successor is duly elected and qualified.

3.3 **Resignation.** A Director may resign at any time by giving written notice to the Chairman, to the Chief Executive Officer or the Secretary. Unless otherwise stated in such notice of resignation, the acceptance thereof shall not be necessary to make it effective; and such resignation shall take effect at the time or upon the happening of an event specified therein or, in the absence of such specification, it shall take effect upon the receipt thereof.

3.4 **Vacancies.** Subject to the provisions of the Certificate of Incorporation and the rights of the holders of any class or series of preferred stock to elect directors, any vacancies on the Board of Directors for any reason, including from the death, resignation, disqualification or removal of any director, and any newly created directorships resulting by reason of any increase in the number of directors shall be filled exclusively by the Board of Directors, acting by the affirmative vote of a majority of the remaining directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by stockholders. Any directors elected to fill a vacancy shall hold office until the next annual meeting of stockholders or until their successors are duly elected and qualified.

3.5 **Regular Meetings.** Regular meetings of the Board of Directors may be held without further notice on such date and at such time and place as shall from time to time be determined by the Board of Directors. A meeting of the Board of Directors for the election of officers and the transaction of such other business as may come before it may be held without notice immediately following the annual meeting of stockholders.

3.6 **Special Meetings.** Special meetings of the Board of Directors may be called by the Chairman or the Chief Executive Officer or at the request in writing or by the affirmative vote of a majority of the Directors then in office.

3.7 **Notice of Special Meetings.** Notice of the time and place of each special meeting shall be mailed to each Director at least two (2) days before the meeting at his or her residence or usual place of business, or telegraphed, telecopied or electronically transmitted or delivered personally or by telephone to such Director at least one day before the meeting but such notice may be waived by such Director. The notice need not state the purposes of the special meeting and, unless indicated in the notice thereof, any and all business may be transacted at a special meeting.

3.8 **Place of Meetings.** The Directors may hold their meetings and have an office or offices within or outside of the State of Delaware as the Board of Directors may from time to time determine.

3.9 **Participation in Meetings by Conference Telephone.** Members of the Board of Directors, or of any committee thereof, may participate in a meeting of the Board of Directors or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

3.10 **Quorum.** A majority of the total number of Directors then holding office shall constitute a quorum. If a quorum does not exist, a majority of the Directors present may adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall be obtained.

3.11 **Organization.** The Chairman, or, in the absence of the Chairman, a member of the Board of Directors selected by the members present, shall preside at meetings of the Board of Directors. The Secretary or an Assistant Secretary of the Company shall act as secretary, but in the absence of the Secretary or an Assistant Secretary, the presiding officer may appoint a secretary.

3.12 **Compensation of Directors.** Directors shall receive such compensation for their services on the Board of Directors and any committee thereof and such reimbursement for their expenses of attending meetings of the Board of Directors and any committee thereof as the Board of Directors may determine from time to time.

3.13 **Action by Written Consent.** Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent to the action in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee thereof. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.14 **Interested Transactions.** No contract or transaction between the Company and one or more of its directors or officers, or between the Company and any other corporation, partnership, association or other organization in which one or more of the Company's directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof that authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (a) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee that authorizes the contract or transaction.

3.15 **Committees of the Board of Directors.** The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Subject to the rules and regulations of any securities exchange or quotation system on which the securities of the Company are listed for trading, if a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Company and may authorize the seal of the Company to be affixed to all papers that may require it to the extent so authorized by the Board of Directors. Unless the Board of Directors provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board of Directors provides otherwise, each committee designated by the Board of Directors may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to this Article III. Notwithstanding anything to the contrary contained in this Article III, any resolution of the Board of Directors establishing or directing any committee of the Board of Directors or establishing or amending the charter of any such committee may establish requirements or procedures relating to the governance and/or operation of such committee that are different from, or in addition to, those set forth in these Bylaws and, to the extent that there is any inconsistency between these Bylaws and any such resolution or charter, the terms of such resolution or charter shall be controlling. No committee of the Board of Directors shall have the power or authority to (a) approve or adopt, or recommend to stockholders, any action or matter expressly required by the General Corporation Law of the State of Delaware to be submitted to stockholders for approval; or (b) adopt, amend, or repeal these Bylaws. No committee of the Board of Directors shall take any action that is required by these Bylaws, the Certificate of Incorporation or the General Corporation Law of the State of Delaware to be taken by a vote of a specified proportion of the entire Board of Directors.

ARTICLE IV

OFFICERS

4.1 **Positions and Election.** The officers of the Company shall consist of a Chief Executive Officer, a President, a Secretary, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries. The Board of Directors may appoint such

other officers as it may deem appropriate. Any two or more offices may be held by the same person. Officers may, but need not, be directors or stockholders of the Company. The salaries of all officers shall be fixed by the Board of Directors.

4.2 **Term.** Each officer of the Company shall hold office until such officer's successor is duly elected and qualified or until such officer's earlier death, resignation or removal. The Board of Directors may remove any officer at any time with or without cause by the majority vote of the members of the Board of Directors.

4.3 **Resignation.** Any officer of the Company may resign at any time by giving written notice of his or her resignation to the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon receipt unless such notice provides that the resignation is effective at some later time or upon the occurrence of some later event.

4.4 **Vacancies.** A vacancy occurring in any office shall be filled in the same manner as provide for the election or appointment to such office.

4.5 **Chief Executive Officer; President.** Unless the Board of Directors has designated another person as the Company's Chief Executive Officer, the President shall be the Chief Executive Officer of the Company. The Chief Executive Officer shall have general charge and supervision of the business of the Company subject to the direction of the Board of Directors, and shall perform all duties and have all powers that are commonly incident to the office of chief executive or that are delegated to such officer by the Board of Directors. The President shall perform such other duties and shall have such other powers as the Board of Directors or the Chief Executive Officer (if the President is not the Chief Executive Officer) may from time to time prescribe.

4.6 **Vice Presidents.** Each Vice President shall have such powers and perform such duties as may be assigned to him or her from time to time by the Board of Directors or the Chief Executive Officer (or the President if there is no Chief Executive Officer). The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

4.7 **Secretary; Assistant Secretary.** The Secretary, or an Assistant Secretary, shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board of Directors, and shall perform such other duties as may be assigned by the Board of Directors. The Secretary, or an Assistant Secretary, shall keep in safe custody the seal of the Company and have authority to affix the seal to all documents requiring it and attest to the same.

4.8 **Treasurer; Assistant Treasurer.** The Treasurer, or an Assistant Treasurer, shall have the custody of the corporate funds and other property of the Company, except as otherwise provided by the Board of Directors, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all

moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Directors. The Treasurer, or an Assistant Treasurer, shall disburse the funds of the Company as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and whenever requested by the Board of Directors, shall render an account of all his or her transactions as treasurer and of the financial condition of the Company, and shall perform such other duties as may be assigned by the Board of Directors.

4.9 **Delegation of Authority.** The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding the provisions herein.

4.10 **Voting Securities Owned by the Company.** Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Company may be executed in the name of and on behalf of the Company by the Chief Executive Officer or any other officer authorized to do so by the Board of Directors and any such officer may, in the name of and on behalf of the Company, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Company may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Company might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

4.11 **Chairman of the Board of Directors.** The Board of Directors, in its discretion, may choose a Chairman (who shall be a director but need not be elected as an officer). The Chairman shall preside at all meetings of the stockholders and the Board of Directors. The Chairman shall perform such other duties and may exercise such other powers as may from time to time be assigned by these Bylaws or by the Board of Directors.

ARTICLE V

INDEMNIFICATION

5.1 **Mandatory Indemnification.** The Company shall indemnify, to the fullest extent permitted by Delaware law, any person who was or is a defendant or is threatened to be made a defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person:

(a) is or was a Director, officer or employee of the Company;

(b) is or was a Director, officer or employee of the Company and is or was serving at the request of the Company as a director, trustee, member, member representative, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise; or

(c) is or was serving at the request of the Company as a director, trustee, member, member representative or officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise

against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

5.2 **Permitted Indemnification.** The Company may indemnify, to the fullest extent permitted by Delaware law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person:

(a) is or was a Director, officer, employee or agent of the Company; or

(b) is or was serving at the request of the Company as a director, trustee, member, member representative, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise

against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

5.3 **Expenses Payable in Advance.** Expenses (including attorneys' fees) incurred by any person who is or was a Director or officer of the Company, or any person who is or was serving at the request of the Company as a director, trustee, member, member representative or officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, in defending or investigating a threatened or pending action, suit or proceeding, whether civil, criminal, administrative or investigative, shall be paid by the Company to the fullest extent permitted by Delaware law in advance of the final disposition of such action, suit or proceeding, upon receipt of

an undertaking by or on behalf of such person to repay such amount if it ultimately shall be determined that such person is not entitled to be indemnified by the Company as authorized in this Article V. Such expenses (including attorneys' fees) incurred by any person who is or was an employee or agent of the Company, or any person who is or was serving at the request of the Company as an employee or agent of another corporation, partnership, limited liability company, joint venture, trust or enterprise may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

5.4 **Judicial Determination of Mandatory Indemnification or Mandatory Advancement of Expenses.** Any person may apply to any court of competent jurisdiction in the State of Delaware to order indemnification or advancement of expenses to the extent mandated under Sections 5.1 or 5.3 above. The basis of such order of indemnification or advancement of expenses by a court shall be a determination by such court that indemnification of, or advancement of expenses to, such person is proper in the circumstances. Notice of any application for indemnification or advancement of expenses pursuant to this Section 5.4 shall be given to the Company promptly upon the filing of such application. The burden of proving that such person is not entitled to such mandatory indemnification or mandatory advancement of expenses, or that the Company is entitled to recover the mandatory advancement of expenses pursuant to the terms of an undertaking, shall be on the Company. If successful in whole or in part in obtaining an order for mandatory indemnification or mandatory advancement of expenses, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, such person shall also be entitled to be paid all costs (including attorneys' fees and expenses) in connection therewith.

5.5 **Nonexclusivity.** The indemnification and advancement of expenses mandated or permitted by, or granted pursuant to, this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any Bylaw, agreement, contract, vote of stockholders or disinterested Directors, or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise both as to action by the person in an official capacity and as to action in another capacity while holding such office it being the policy of the Company that indemnification of the persons specified in Section 5.1 and Section 5.3 shall be made to the fullest extent permitted by law. The provisions of this Article V shall not be deemed to preclude the indemnification of any person who is not specified in Section 5.1 or 5.3, but whom the Company has the power or obligation to indemnify under Delaware law or otherwise.

5.6 **Insurance.** The Company may, but shall not be obligated to, purchase and maintain insurance at its expense on behalf of any person who is or was a Director, officer, employee or agent of the Company, or is or was a director or officer of the Company serving at the request of the Company as a director, officer, trustee, member, member representative, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise against any liability asserted against and incurred by such person in any such capacity, or arising out of the person's status as such, whether or not the Company would have the power or the obligation to indemnify such person against such liability under the provisions of this Article V.

5.7 **Definitions.** For the purposes of this Article V references to "the Company" shall include, in addition to the resulting company, any constituent company (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, trustees, members, member representatives, officers, employees or agents, so that any person who is or was a director, trustee, member, member representative, officer, employee or agent of such constituent company, or is or was serving at the request of such constituent company as a director, trustee, member, member representative, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving company as such person would have with respect to such constituent company if its separate existence had continued. The term "other enterprise" as used in this Article V shall include employee benefit plans. References to "fines" in this Article V shall include excise taxes assessed on a person with respect to an employee benefit plan. The phrase "serving at the request of the Company" shall include any service as a director, trustee, member, member representative, officer, employee or agent that imposes duties on, or involves services by, such director, trustee, member, member representative, officer, employee or agent with respect to any employee benefit plan, its participants or beneficiaries.

5.8 **Survival.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Company, and to a person who has ceased to serve at the request of the Company as a director, trustee, member, member representative, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, and, in each case, shall inure to the benefit of the heirs, executors and administrators of such person.

5.9 **Repeal, Amendment or Modification.** Any repeal, amendment or modification of this Article V shall not affect any rights or obligations then existing between the Company and any person referred to in this Article V with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon such state of facts.

ARTICLE VI

MISCELLANEOUS

6.1 **Seal.** The corporate seal shall have inscribed upon it the name of the Company, the year "2018" and the words "Seal" and "Delaware." The Secretary shall be in charge of the seal and may authorize a duplicate seal to be kept and used by any other officer or person.

6.2 **Waiver of Notice.** Whenever any notice is required to be given to any stockholder or Director of the Company, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

6.3 **Forum for Adjudication of Certain Disputes.** Unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the General Corporation Law of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Company shall be deemed to have notice of and consented to the provisions of this Section 6.3. Failure to enforce the foregoing provisions would cause the Company irreparable harm and the Company shall be entitled to equitable relief, including injunction and specific performance, to enforce the foregoing provisions. The provisions of this Section 6.3 shall not preclude or contract the scope of exclusive federal or concurrent jurisdiction for actions brought under the Exchange Act or the Securities Act or the respective rules and regulations promulgated thereunder.

6.4 **Offices.** The address of the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle 19801. The name of its registered agent at that address is The Corporation Trust Company. The Company may also have offices at such other places within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Company may from time to time require.

6.5 **Fiscal Year.** Except as from time to time otherwise designated by the Board of Directors, the fiscal year of the Corporation shall end on December 31.

6.6 **Contracts.** Except as otherwise provide in these Bylaws, the Board of Directors may authorize any officer or officers to enter into any contract or to execute or deliver any instrument on behalf of the Company and such authority may be general or limited to specific instances. Any officer so authorized may, unless the authorizing resolution otherwise provides, delegate such authority to one or more subordinate officers, employees or agents, and such delegation may provide for further delegation.

6.7 **Checks, Notes, Drafts, Etc.** All checks, notes, drafts or other orders for the payment of money of the Company shall be signed, endorsed or accepted in the name of the Company by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

6.8 **Dividends.** Dividends upon the capital stock of the Corporation, subject to the requirements of the General Corporation Law of the State of Delaware and the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting of the Board of Directors (or any action by written consent in lieu thereof in accordance with Section 3.13), and may be paid in cash, in property, or in shares of the Company's capital stock. Before payment of any dividend, there may be set aside out of any funds of the Company available for dividends such sum or sums as

the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for purchasing any of the shares of capital stock, warrants, rights, options, bonds, debentures, notes, scrip or other securities or evidences of indebtedness of the Company, or for equalizing dividends, or for repairing or maintaining any property of the Company, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

6.9 **Conflict with Applicable Law or Certificate of Incorporation.** These Bylaws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

ARTICLE VII

AMENDMENT OF BYLAWS

7.1 **Amendment of Bylaws.** The Board of Directors is expressly authorized and shall have the power to amend, alter, change or repeal or to adopt any provision of these Bylaws at any regular or special meeting of the Board of Directors at which there is a quorum by the affirmative vote of a majority of the total number of directors present at such meeting, or by unanimous written consent in accordance with Section 3.13. The stockholders also shall have power to amend, alter, change or repeal or to adopt any provision of these Bylaws of the Company at any annual or special meeting subject to the requirements of these Bylaws and the Certificate of Incorporation by the affirmative vote of the holders of a majority of the voting power of all the shares of capital stock of the Company then entitled to vote generally in the election of directors, voting together as a single class.

Exhibit 10.1

AGCO/SPECCO INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT

by and among

CORTEVA, INC.,

AGCO LICENSORS,

AGCO LICENSEES,

DOWDUPONT INC.,

SPECCO LICENSORS

and

SPECCO LICENSEES

Dated as of June 1, 2019

AGCO/SPECCO INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

This AGCO/SPECCO INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT (this "Agreement"), dated as of June 1, 2019 (the "Effective Date"), is entered into by and among Corteva, Inc., a Delaware corporation ("AgCo"), the AgCo Licensors and the AgCo Licensees, on the one hand, and DowDuPont Inc., a Delaware corporation ("SpecCo"), the SpecCo Licensors and the SpecCo Licensees, on the other hand (each of AgCo and SpecCo, a "Party" and together, the "Parties").

WHEREAS, AgCo and SpecCo are parties to that certain Separation and Distribution Agreement, dated April 1, 2019 (the "Separation Agreement");

WHEREAS, as of and following the Effective Time (as defined in the Separation Agreement), each Party and its Affiliates have rights to certain Patents, Know-How, Copyrights and Software (each, as defined in the Separation Agreement); and

WHEREAS, in connection with the Separation Agreement, the SpecCo Licensors wish to grant to the AgCo Licensees, and the AgCo Licensors wish to grant to the SpecCo Licensees, a license and other rights to certain of such Patents, Know-How, Copyrights and Software, in each case as and to the extent set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 1.1 General. As used in this Agreement, the following terms shall have the meanings set forth in this Section 1.1. Capitalized terms that are not defined in this Agreement shall have the meanings set forth in the Separation Agreement.

(1) "Action" means any demand, action, claim, cause of action, suit, countersuit, arbitration, inquiry, case, litigation, subpoena, proceeding or investigation (whether civil, criminal or administrative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal or authority.

(2) "AgCo Field" means the field of the Agriculture Business and natural evolutions thereof.

(3) "AgCo Licensed Copyrights" means any and all Copyrights to the extent Controlled by AgCo or any of its Affiliates, and Used in the Specialty Products Business, as of the Effective Date, including the Copyrights set forth on Schedule B. Notwithstanding the foregoing, AgCo Licensed Copyrights expressly exclude any and all (i) Know-How, (ii) IT Assets and (iii) Excluded IP.

(4) "AgCo Licensed Engineering Standards" means Engineering Standards (including as set forth on Schedule E(i)), each, to the extent both (i) owned by AgCo or any of its Affiliates, or with respect to which AgCo or any of its Affiliates has the right to grant the license or other rights granted to SpecCo hereunder without payment obligations to any Third Party, as of the Effective Date and (ii) that is actually used by SpecCo or its Affiliates in the conduct of the Specialty Products Business as of the Effective Date. Notwithstanding the foregoing, the AgCo Licensed Engineering Standards shall expressly exclude (i) Regulatory Data, (ii) Governmental Approvals, (iii) CRISPR Technology, (iv) TMODS IP, (v) Trademarks, and (vi) the Intellectual Property set forth on Schedule A.

(5) "AgCo Licensed IP" means the AgCo Licensed Patents, AgCo Licensed Know-How, and AgCo Licensed Copyrights.

(6) "AgCo Licensed Know-How" means any and all Know-How to the extent Controlled by AgCo or any of its Affiliates, and Used in the Specialty Products Business, as of the Effective Date, including the Know-How set forth on Schedule C. Notwithstanding the foregoing, AgCo Licensed Know-How expressly excludes any and all (i) IT Assets and (ii) Excluded IP.

(7) "AgCo Licensed Patents" means any and all (i) Patents set forth on Schedule D to the extent Controlled by AgCo or any of its Affiliates as of the Effective Date, (ii) Patents to the extent such Patents Cover any AgCo Licensed Know-How and are Controlled by AgCo or any of its Affiliates following the Effective Date and (iii) to the extent Controlled by AgCo or any of its Affiliates as of or following the Effective Date, continuations, divisionals, renewals, continuations-in-part, patents of addition, restorations, extensions, supplementary protection certificates, reissues and re-examinations of, and all other Patents that claim priority to, any Patents described in either of the foregoing subsections (i) or (ii), and foreign equivalents thereof, in each case to the extent the claims are supported by any Patents described in either of the foregoing subsections (i) or (ii) (but in all cases expressly excluding any and all Excluded IP).

(8) "AgCo Licensed SHE Standards" means the DuPont Safety, Health, and Environmental Standards (including as set forth on Schedule E(ii)), each, to the extent both (i) owned by AgCo or any of its Affiliates, or with respect to which AgCo or any of its Affiliates has the right to grant the license or other rights granted to SpecCo hereunder without payment obligations to any Third Party, as of the Effective Date and (ii) that is actually used by SpecCo or its Affiliates in the conduct of the Specialty Products Business as of the Effective Date. Notwithstanding the foregoing, the AgCo Licensed SHE Standards shall expressly exclude (i) Regulatory Data, (ii) Governmental Approvals, (iii) CRISPR Technology, (iv) TMODS IP, (v) Trademarks, and (vi) the Intellectual Property set forth on Schedule A.

(9) "AgCo Licensed Standards" means the AgCo Licensed SHE Standards and the AgCo Licensed Engineering Standards.

(10) "AgCo Licensees" means (a) Pioneer Hi-Bred International, Inc., with respect to the licenses granted hereunder by PM Taiwan, Inc., and (b) E.I. du Pont de Nemours and Company, with respect to the licenses granted hereunder by DuPont US Holding, LLC, DuPont Industrial Biosciences USA, LLC, Specialty Products N&H, Inc., DuPont Electronics, Inc., DuPont Safety & Construction, Inc., and DuPont Polymers, Inc.

(11) "AgCo Licensors" means Pioneer Hi-Bred International, Inc. and E.I. du Pont de Nemours and Company.

(12) "Authorized User" means a Party and its Affiliates, including, for clarity, any Person that becomes an Affiliate of such Party after the Effective Date (but, subject to Section 10.2, only for so long as such Person remains an Affiliate of such Party) and its and their Personnel.

(13) "Business Software" means with respect to a Licensor, all Software to the extent Controlled by such Licensor or any of its Affiliates as of the Effective Date, which Software is reasonably required as of the Effective Date for the conduct of (i) the Agriculture Business if the Licensee is AgCo, including as listed on section (i) of Schedule I, or (ii) the Specialty Products Business if the Licensee is SpecCo, including as listed on section (ii) of Schedule I, in each case (in respect of the foregoing (i) and (ii)), only if and to the extent such Licensee and its Affiliates have not been granted a license or other rights to use such Software under the Separation Agreement or any other Ancillary Agreement. Notwithstanding the foregoing, Business Software expressly excludes any and all Excluded IP.

(14) "Confidential Information" shall have the meaning provided to it in the Umbrella Secrecy Agreement.

(15) "Contract" means any agreement, contract, subcontract, obligation, note, indenture, instrument, option, lease, sublease, promise, arrangement, release, warranty, license, sublicense, insurance policy, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(16) "Controlled" means, with respect to any Patent, Know-How, Copyright or Software, (a) such Intellectual Property is owned by the applicable Party or any of its Affiliates and (b) such Party or any of its Affiliates has the ability to grant a license or other rights in, to or under such Patent, Know-How, Copyright or Software (respectively) on the terms and conditions set forth herein (other than pursuant to a license or other rights granted pursuant to this Agreement) without violating any Contract entered into as of or prior to the Effective Date between such Party or any of its Affiliates, on the one hand, and any Third Party, on the other hand.

(17) "Cover" means, with respect to any Patent, in the absence of a license granted under an unexpired claim that has not been adjudicated to be invalid or unenforceable by a final, binding decision of a court or other Governmental Entity of competent jurisdiction that is unappealable or unappealed within the time permitted for appeal of such Patent (or if such Patent is a patent application, a claim in such patent application if such patent application were to issue as a patent), the practice of the applicable invention or technology, or performance of the applicable process, would infringe such claim. For clarity, and by way of example, an issued Patent Covers a product if, in the absence of a license granted under such a claim of such Patent, making, using, selling, offering for sale, importing or exporting such product infringes such claim.

(18) "CRISPR Technology" means Intellectual Property, Confidential Information and any other Information relating to CRISPRs (Clustered Regularly Interspaced Short Palindromic Repeats) in a nucleic acid and CRISPR-associated proteins ("Cas") (including Cas9 and other RNA-guided nucleases and other proteins associated with or having a function related to CRISPRs), and applications involving the recognition or function of CRISPRs or Cas proteins.

(19) "Engineering Models and Databases" means (a) physical property databases, (b) empirical or mathematical dynamic or steady state models of processes, equipment and/or reactions and databases containing data resulting from such models, (c) computations of equipment or unit operation operating conditions including predictive or operational behavior and (d) databases with historical operational data.

(20) "Engineering Standards" means standards, protocols, processes and policies, including engineering guidelines, for designing, constructing, maintaining and operating facilities.

(21) "Excluded IP" means (i) DuPont Safety, Health and Environmental Standards (including AgCo Licensed SHE Standards and SpecCo Licensed SHE Standards), (ii) Engineering Standards (including the AgCo Licensed Engineering Standards and SpecCo Licensed Engineering Standards), (iii) Regulatory Data, (iv) Governmental Approvals, (v) CRISPR Technology, (vi) the TMODS Systems (as that term is defined in the TMODS License Agreement) (including object code and source code thereof), together with all process operator training simulator data files which contain process and control information for simulating the operation of plants, and all documentation therefor ("TMODS IP"), (vii) microbial production strain microorganisms that are Covered by Patents, or incorporate or are produced using Know-How, owned by a Party and its Affiliates, (viii) Trademarks and (ix) the Intellectual Property set forth on Schedule A.

(22) "Governmental Approvals" means the consents, registrations, approvals, licenses, permits, notifications or authorizations obtained or to be obtained from, any Governmental Entity.

(23) "Governmental Entity" means any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(24) "Holding Party" has the meaning set forth in Section 2.10(a).

(25) "Indemnifying Party" has the meaning set forth in Section 6.1(a).

(26) "Indemnitees" has the meaning set forth in Section 6.1(a).

(27) "Intellectual Property" means all intellectual property and industrial property rights of any kind or nature, including all U.S. and foreign (i) patents, patent applications, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, priority rights and extensions thereof (collectively "Patents"), (ii) trademarks, service marks,

corporate names, trade names, Internet domain names, social media accounts or handles, logos, slogans, trade dress and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, "Trademarks"), (iii) copyrights and copyrightable subject matter (collectively, "Copyrights"), (iv) rights of privacy and publicity, (v) moral rights and rights of attribution and integrity, (vi) trade secrets and rights in all other confidential and proprietary information, including know-how, inventions (including, for the avoidance of doubt, notices of invention and invention disclosures for which a Patent has not been filed as of the Effective Date (*e.g.*, NOIs and ICDs, as such terms are understood and used by the Parties as of the Effective Date)), algorithms, logic, standard operating conditions and procedures, proprietary processes, formulae, data, databases and other compilations of data, drawings, models and methodologies, including confidential information set forth in laboratory notebooks, laboratory reports, Plant Operating Documents, and Engineering Models and Databases (except to the extent such information is Covered by any Patents), in each case of the foregoing, to the extent confidential and proprietary (collectively "Know-How"), (vii) all applications and registrations for the foregoing and (viii) all rights and remedies against past, present, and future infringement, misappropriation, or other violation of the foregoing, in each case (with respect to the foregoing clauses (i) through (viii)), excluding all IT Assets (except Software).

(28) "Know-How Materials" means those written, electronic, computerized, digital or other similar tangible or intangible media to the extent containing or embodying any SpecCo Licensed Know-How, AgCo Licensed Know-How, SpecCo Licensed Copyrights, AgCo Licensed Copyrights, Licensed Standards or Business Software.

(29) "Licensed Copyrights" means (i) with respect to the licenses granted to SpecCo hereunder, the AgCo Licensed Copyrights and the Copyrights licensed under Section 2.3(a) hereof, and (ii) with respect to the licenses granted to AgCo hereunder, the SpecCo Licensed Copyrights and the Copyrights licensed under Section 2.3(b) hereof.

(30) "Licensed Facility" means any facility owned by or operated on behalf of an Authorized User.

(31) "Licensed IP" means (i) with respect to the licenses granted to SpecCo or the SpecCo Licensees, as applicable, hereunder, the AgCo Licensed IP, the AgCo Licensed Standards, and the Business Software Controlled by AgCo or any of its Affiliates, and (ii) with respect to the licenses granted to AgCo or the AgCo Licensees, as applicable, hereunder, the SpecCo Licensed IP, the SpecCo Licensed Standards, and the Business Software Controlled by SpecCo or any of its Affiliates.

(32) "Licensed Know-How" means (i) with respect to the licenses granted to SpecCo or the SpecCo Licensees, as applicable, hereunder, the AgCo Licensed Know-How and the Know-How licensed under Section 2.3(a) hereof, and (ii) with respect to the licenses granted to AgCo or the AgCo Licensees, as applicable, hereunder, the SpecCo Licensed Know-How and the Know-How licensed under Section 2.3(b) hereof.

(33) "Licensed Patents" means (i) with respect to the licenses granted to SpecCo or the SpecCo Licensees, as applicable, hereunder, the AgCo Licensed Patents, and (ii) with respect to the licenses granted to AgCo or the AgCo Licensees, as applicable hereunder, the SpecCo Licensed Patents.

(34) "Licensed Standards" means (i) with respect to the licenses granted to SpecCo or the SpecCo Licensees, as applicable, hereunder, the AgCo Licensed Standards and (ii) with respect to the licenses granted to AgCo or the AgCo Licensees, as applicable hereunder, the SpecCo Licensed Standards.

(35) "Licensee" means (i) the relevant AgCo Licensee with respect to the SpecCo Licensed IP and the SpecCo Licensed Standards, and AgCo and its applicable Affiliates with respect to the Business Software Controlled by SpecCo or any of its Affiliates hereunder, and (ii) the relevant SpecCo Licensees with respect to the AgCo Licensed IP and the AgCo Licensed Standards, and SpecCo and its applicable Affiliates with respect to the Business Software Controlled by AgCo or any of its Affiliates hereunder.

(36) "Licensor" means (i) the AgCo Licensors with respect to the AgCo Licensed IP and the AgCo Licensed Standards, and AgCo with respect to the Business Software Controlled by AgCo or any of its Affiliates, and (ii) the SpecCo Licensors with respect to the SpecCo Licensed IP and the SpecCo Licensed Standards, and SpecCo with respect to the Business Software Controlled by SpecCo or any of its Affiliates.

(37) "Merger Time" means the effective time of the mergers of E. I. du Pont de Nemours and Company and the Dow Chemical Company with wholly owned subsidiaries of DowDuPont, Inc.

(38) "Notifying Party" has the meaning set forth in Section 2.5(a).

(39) "Personnel" means, with respect to a Party or its Affiliates, such Party's or Affiliate's employees, officers, agents, consultants, and contractors, and any other Person over whom such Party or Affiliate exercises control.

(40) "Receiving Party" has the meaning set forth in Section 2.5(a).

(41) "Regulatory Data" means any and all regulatory data (including studies, data, raw data, efficacy data, reports, physical samples, reviews (including business risk reviews), opinions, self-GRAS determinations, information or other compliance requirements, including safety, risk and exposure assessments and modeling for product contamination or impurity issues), in written, electronic, computerized, digital, or other tangible or intangible media, actually submitted to, or maintained to support a submission to (whether submitted or not), a Governmental Entity or a Third Party to seek, obtain or maintain a Governmental Approval or demonstrate regulatory compliance.

(42) "Requesting Party" has the meaning set forth in Section 2.10(a).

(43) "Seeds and Beads IP" means all Intellectual Property expressly identified on Schedules C and D as relating to "seeds and beads".

(44) "Software" means all computer programs (whether in source code, object code, or other form), software implementations of algorithms, and related documentation, including flowcharts and other logic and design diagrams, technical, functional and other specifications, and user and training materials related to any of the foregoing.

(45) "SpecCo Field" means the field of the Specialty Products Business and natural evolutions thereof.

(46) "SpecCo Licensed Copyrights" means any and all Copyrights to the extent Controlled by SpecCo or any of its Affiliates, and Used in the Agriculture Business, as of the Effective Date, including the Copyrights set forth on Schedule F. Notwithstanding the foregoing, SpecCo Licensed Copyrights expressly exclude any and all (i) Know-How, (ii) IT Assets and (iii) Excluded IP.

(47) "SpecCo Licensed Engineering Standards" means Engineering Standards (including as set forth on Schedule E(iii)), each, to the extent both (i) owned by SpecCo or any of its Affiliates, or with respect to which SpecCo or any of its Affiliates has the right to grant the license or other rights granted to AgCo hereunder without payment obligations to any Third Party, as of the Effective Date and (ii) that is actually used by AgCo or its Affiliates in the conduct of the Agriculture Business as of the Effective Date. Notwithstanding the foregoing, the SpecCo Licensed Engineering Standards shall expressly exclude (i) Regulatory Data, (ii) Governmental Approvals, (iii) CRISPR Technology, (iv) TMODS IP, (v) Trademarks, and (vi) the Intellectual Property set forth on Schedule A.

(48) "SpecCo Licensed IP" means the SpecCo Licensed Patents, SpecCo Licensed Know-How and SpecCo Licensed Copyrights.

(49) "SpecCo Licensed Know-How" means any and all Know-How to the extent Controlled by SpecCo or any of its Affiliates, and Used in the Agriculture Business, as of the Effective Date, including the Know-How set forth on Schedule G. Notwithstanding the foregoing, SpecCo Licensed Know-How expressly excludes any and all (i) IT Assets and (ii) Excluded IP.

(50) "SpecCo Licensed Patents" means any and all (i) Patents set forth on Schedule H to the extent Controlled by SpecCo or any of its Affiliates as of the Effective Date, (ii) Patents to the extent such Patents Cover any SpecCo Licensed Know-How and are Controlled by SpecCo or any of its Affiliates following the Effective Date and (iii) to the extent Controlled by SpecCo or any of its Affiliates as of or following the Effective Date, continuations, divisionals, renewals, continuations-in-part, patents of addition, restorations, extensions, supplementary protection certificates, reissues and re-examinations of, and all other Patents that claim priority to, any Patents described in either of the foregoing subsections (i) or (ii), and foreign equivalents thereof, in each case to the extent the claims are supported by any Patents described in either of the foregoing subsections (i) or (ii) (but in all cases expressly excluding any and all Excluded IP).

(51) "SpecCo Licensed SHE Standards" means the DuPont Safety, Health, and Environmental Standards (including as set forth on Schedule E(iv)), each, to the extent both (i) owned by SpecCo or any of its Affiliates, or with respect to which SpecCo or any of its Affiliates has the right to grant the license or other rights granted to AgCo hereunder without payment obligations to any Third Party, as of the Effective Date and (ii) that is actually used by AgCo or its Affiliates in the conduct of the Agriculture Business as of the Effective Date. Notwithstanding the foregoing, the SpecCo Licensed SHE Standards shall expressly exclude (i) Regulatory Data, (ii) Governmental Approvals, (iii) CRISPR Technology, (iv) TMODS IP, (v) Trademarks, and (vi) the Intellectual Property set forth on Schedule A.

(52) "SpecCo Licensed Standards" means the SpecCo Licensed SHE Standards and the SpecCo Licensed Engineering Standards.

(53) "SpecCo Licensees" means (a) PM Taiwan, Inc., with respect to the licenses granted hereunder by Pioneer Hi-Bred International, Inc., and (b) DuPont US Holding, LLC, DuPont Industrial Biosciences USA, LLC, Specialty Products N&H, Inc., DuPont Electronics, Inc., DuPont Safety & Construction, Inc., and DuPont Polymers, Inc., with respect to licenses granted hereunder by E.I. du Pont de Nemours and Company.

(54) "SpecCo Licensors" means PM Taiwan, Inc., DuPont US Holding, LLC, DuPont Industrial Biosciences USA, LLC, Specialty Products N&H, Inc., DuPont Electronics, Inc., DuPont Safety & Construction, Inc., and DuPont Polymers, Inc.

(55) "Sublicensee" has the meaning set forth in Section 2.6(a).

(56) "Term" has the meaning set forth in Section 8.1.

(57) "Third Party" means any Person other than AgCo, SpecCo, and their respective Affiliates.

(58) "Third Party Infringement" means (a) any Third Party activities that constitute, or would reasonably be expected to constitute, an infringement, misappropriation or other violation within the field for which Licensee has been granted a license hereunder of any Licensed IP or (b) any Third Party allegations of invalidity or unenforceability of any Licensed IP.

(59) "Third Party Payments" means any and all obligations on the part of Licensor or its Affiliates to pay royalties, sublicense fees, milestones or other amounts to Third Parties pursuant to Contracts existing as of the Effective Date (or, in the case of Wrong Pockets Patents, Contracts existing as of the date of the Wrong Pockets Notice) to which Licensor or any of its Affiliates is a party or is otherwise bound, in each case to the extent that such obligation to pay arises from, or is a result of the grant to or exercise by Licensee or any Sublicensees of, any license, sublicense or other right to practice granted hereunder.

(60) "TMODS License Agreement" means that certain DuPont TMODS Dynamic Process Simulation Software Agreement entered into by and between AgCo and SpecCo, dated as of the Effective Date.

(61) "Umbrella Secrecy Agreement" means the Umbrella Secrecy Agreement, dated as of the Effective Date, between SpecCo, AgCo and the other signatories thereto.

(62) "Used" means, with respect to the applicable Patent, Copyright or Know-How, that, as of the Effective Date, (i) such Intellectual Property is actually used, or (ii) (1) there is a bona fide plan and intention to use such Intellectual Property with a product that is expected to be commercially launched within eight and one half (8.5) years of the Effective Date or that is set forth on Schedule J, and (2) senior management has agreed to or approved, in writing, a capital investment or commitment to allocate resources or man-hours to implement such plan and intention, in each case in respect of the foregoing subsections (i) and (ii), as established by contemporaneous written records created in the ordinary course of business (which records shall be in a form consistent with the form that actual use, or similar plans and approvals, as applicable, were documented by the applicable Party (or its predecessors in interest) prior to the Merger Time).

(63) "Wrong Pockets Notice" shall have the meaning set forth in Section 2.5(a).

(64) "Wrong Pockets Patent" shall have the meaning set forth in Section 2.5(c).

Section 1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (i) the Parties have each participated in the negotiation and drafting of this Agreement and, except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (j) a reference to any Person includes such Person's successors and permitted assigns; (k) any reference to "days" means calendar days unless Business Days are expressly specified; (l) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (m) any statute defined or referred to herein means such statute as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (n) the use of the phrases "the date of this Agreement", "the date hereof", "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (o) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (p) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (q) any consent given by any Party pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party. Unless the context requires otherwise, references in this Agreement to "SpecCo" shall also be

deemed to refer to the applicable member of the SpecCo Group, references to "AgCo" shall also be deemed to refer to the applicable member of the AgCo Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by SpecCo or AgCo shall be deemed to require SpecCo or AgCo, as the case may be, to cause the applicable members of the SpecCo Group or the AgCo Group, respectively, to take, or refrain from taking, any such action.

ARTICLE II
GRANTS OF RIGHTS

Section 2.1 Licenses to SpecCo of AgCo Licensed IP.

(a) Non-Exclusive License to Know-How and Copyrights. Subject to the terms and conditions of this Agreement, the AgCo Licensors hereby grant, and AgCo shall cause its Affiliates to grant, to the relevant SpecCo Licensees an irrevocable, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.6), transferable (subject to Section 10.2), worldwide, non-exclusive license in, to and under the AgCo Licensed Know-How and the AgCo Licensed Copyrights for any and all uses in the SpecCo Field. For clarity, subject to the terms and conditions of this Agreement, the license in, to and under the applicable AgCo Licensed IP set forth in this Section 2.1(a) shall include the right to practice the same to make (including have made), use, sell, offer for sale, import, and export any and all products within the SpecCo Field, and use, practice, copy, perform, render, develop, improve, display, redistribute, modify, and make derivative works of such AgCo Licensed IP, within the SpecCo Field.

(b) Non-Exclusive License to Patents. Subject to the terms and conditions of this Agreement, the AgCo Licensors hereby grant to the relevant SpecCo Licensees, an irrevocable, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.6), transferable (subject to Section 10.2), worldwide, non-exclusive license in, to and under the AgCo Licensed Patents for any and all uses in the SpecCo Field. For clarity, subject to the terms and conditions of this Agreement, the license in, to and under the AgCo Licensed Patents set forth in this Section 2.1(b) shall include the right to practice the same to make (including have made), use, sell, offer for sale, import, and export any and all products within the SpecCo Field.

Section 2.2 Licenses to AgCo of SpecCo Licensed IP.

(a) Non-Exclusive License to Know-How and Copyrights. Subject to the terms and conditions of this Agreement, the SpecCo Licensors hereby grant, and SpecCo shall cause its Affiliates to grant, to the relevant AgCo Licensees an irrevocable, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.6), transferable (subject to Section 10.2), worldwide, non-exclusive license in, to and under the SpecCo Licensed Know-How and SpecCo Licensed Copyrights for any and all uses in the AgCo Field. For clarity, subject to the terms and conditions of this Agreement, the license in, to and under the applicable SpecCo Licensed IP set forth in this Section 2.2(a) shall include the right to practice the same to make (including have made), use, sell, offer for sale, import, and export any and all products within the AgCo Field, and use, practice, copy, perform, render, develop, improve, display, redistribute, modify, and make derivative works of such SpecCo Licensed IP, within the AgCo Field.

(b) Non-Exclusive License to Patents. Subject to the terms and conditions of this Agreement, the SpecCo Licensors hereby grant to the relevant AgCo Licensees, an irrevocable, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.6), transferable (subject to Section 10.2), worldwide, non-exclusive license in, to and under the SpecCo Licensed Patents for any and all uses in the AgCo Field. For clarity, subject to the terms and conditions of this Agreement, the license in, to and under the SpecCo Licensed Patents set forth in this Section 2.2(b) shall include the right to practice the same to make (including have made), use, sell, offer for sale, import, and export any and all products within the AgCo Field.

Section 2.3 Licenses to Standards.

(a) Subject to the terms and conditions of this Agreement, the applicable AgCo Licensors hereby grant, and AgCo shall cause its Affiliates to grant, to the relevant SpecCo Licensees, an irrevocable, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.6), transferable (subject to Section 10.2), non-exclusive license to use the AgCo Licensed Standards at the SpecCo Licensed Facilities solely in connection with the conduct of the Specialty Products Business by SpecCo or any of its Affiliates. Without limiting the foregoing, the grant in this Section 2.3 includes a right and license to use, reproduce, distribute, display, perform, adapt, modify and create derivative works of the AgCo Licensed Standards by and among the Authorized Users only for the licensed uses set forth in this Section 2.3.

(b) Subject to the terms and conditions of this Agreement, the applicable SpecCo Licensors hereby grant, and SpecCo shall cause its Affiliates to grant, to the relevant AgCo Licensees, an irrevocable, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.6), transferable (subject to Section 10.2), non-exclusive license to use the SpecCo Licensed Standards at the AgCo Licensed Facilities solely in connection with the conduct of the Agriculture Business by AgCo or any of its Affiliates. Without limiting the foregoing, the grant in this Section 2.3 includes a right and license to use, reproduce, distribute, display, perform, adapt, modify and create derivative works of the SpecCo Licensed Standards by and among the Authorized Users only for the licensed uses set forth in this Section 2.3.

(c) Notwithstanding anything to the contrary herein, neither Licensor nor any of its Affiliates shall have any obligation with respect to training Licensee or any of its Affiliates to implement or use the Licensed Standards. For clarity, the Licensed Standards shall not be subject to any updates by Licensor or its Affiliates (even if Licensor or its Affiliates update the same for their own use). The Parties acknowledge that from time to time applicable Law may conflict with and supersede aspects of Licensed Standards and Licensor shall have no obligation to Licensee with respect thereto in such event. For clarity, as between the Parties, SpecCo shall own all Intellectual Property (including, for clarity, Copyrights) in any DuPont Safety, Health and Environmental Standards or Engineering Standards that constitute Intellectual Property included in the Specialty Products Assets, and AgCo shall own all Intellectual Property (including, for clarity, Copyrights) in any DuPont Safety, Health and Environmental Standards or Engineering Standards that constitute Intellectual Property included in the Agriculture Assets.

Section 2.4 Business Software License. Subject to the terms and conditions of this Agreement, Licensor (or its Affiliate, as applicable) hereby grants, and shall cause its Affiliates to grant, to Licensee (or its Affiliate, as applicable) an irrevocable, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.6), transferable (subject to Section 10.2), worldwide, non-exclusive license to its Business Software for use solely in connection with, if such Licensee is AgCo, the Agriculture Business or, if such Licensee is SpecCo, the Specialty Products Business, including in each case, for clarity, natural evolutions of such Business.

Section 2.5 Wrong Pockets.

(a) A Party (a "Notifying Party") shall have the right to provide prompt written notice (a "Wrong Pockets Notice") to the other Party (a "Receiving Party"), including in response to an inquiry from the Receiving Party, if, following the Effective Date:

(i) a Notifying Party identifies a Patent Controlled by the other Party as of the Effective Date that is not included in the Licensed Patents licensed to such Notifying Party, and such Notifying Party reasonably believes that such Patent was Used in the Agriculture Business or the Specialty Products Business, as applicable, as of the Effective Date; or

(ii) a Notifying Party identifies a Use by such Notifying Party of a Licensed Patent (including, for clarity, any Wrong Pockets Patent) that is not within such Notifying Party's licensed field of use hereunder for such Licensed Patent, and such Notifying Party reasonably believes that the Use of such Licensed Patent as of the Effective Date was within the Agriculture Business (if AgCo is the Notifying Party) or the Specialty Products Business (if SpecCo is the Notifying Party).

(b) Each Wrong Pockets Notice shall both identify the applicable Patent and describe the Use thereof in the Agriculture Business (if the Notifying Party is AgCo), or the Specialty Products Business (if the Notifying Party is SpecCo), as of the Effective Date.

(c) Unless otherwise agreed in writing by the Parties, if a Notifying Party provides a Wrong Pockets Notice in accordance with Section 2.5(a), the Notifying Party shall, within sixty (60) days of providing the Wrong Pockets Notice, demonstrate to the Receiving Party by clear and convincing evidence (the "Evidentiary Requirement") that the identified Patent was Used in the manner identified in the Wrong Pockets Notice within the Agriculture Business (if the Notifying Party is AgCo) or the Specialty Products Business (if the Notifying Party is SpecCo) as of the Effective Date (such evidence, the "Demonstration of Use"). The Receiving Party shall notify the Notifying Party in writing within thirty (30) days of receipt of the Demonstration of Use whether it reasonably believes in good faith that the Demonstration of Use satisfies the Evidentiary Requirement. Solely to the extent (with respect to the Patent and Use identified in the applicable Wrong Pockets Notice) that the Demonstration of Use satisfies the Evidentiary Requirements (whether determined by the Receiving Party in

accordance with the foregoing, or in accordance with Section 9.1), or if the Receiving Party fails to provide the Notifying Party with a response regarding whether the Demonstration of Use satisfies the Evidentiary Requirements within the applicable thirty (30) day period in accordance with the foregoing, such Patent shall be licensed to the Notifying Party for such Use (in the case of a Wrong Pockets Notice described in Section 2.5(a)(i)) (each such Patent, a "Wrong Pockets Patent"), or such Use shall be included in the Notifying Party's field of use for such Patent (in the case of a Wrong Pockets Notice described in Section 2.5(a)(ii)), as applicable, in each case, as further described in the following subsections (i) and (ii).

(i) Subject to the foregoing in this Section 2.5(c), unless otherwise agreed in writing by the Parties, with respect to a Wrong Pockets Notice described in Section 2.5(a)(i), each Patent identified in such notice (if the Demonstration of Use therefor satisfies the Evidentiary Requirement or the Receiving Party fails to provide the Notifying Party with a response in accordance with this Section 2.5(c)) shall be a SpecCo Licensed Patent if AgCo is the Notifying Party or an AgCo Licensed Patent if SpecCo is the Notifying Party, and for clarity, the license to the Notifying Party therefor shall be non-exclusive and the field for which it is licensed pursuant to this Agreement (which, notwithstanding anything to the contrary herein, shall be deemed to be the AgCo Field for such Patent if AgCo is the Notifying Party and the SpecCo Field for such Patent if SpecCo is the Notifying Party) shall be limited solely to the Use made by such Notifying Party and its Affiliates as of the Effective Date (to the extent that the Demonstration of Use therefor satisfies the Evidentiary Requirement) and natural evolutions thereof, subject to the terms and conditions of any licenses and other rights granted by or on behalf of Licensor or any of its Affiliates to any Third Parties with respect to such Patent prior to the date of the Wrong Pockets Notice.

(ii) Subject to the foregoing in this Section 2.5(c), unless otherwise agreed in writing by the Parties, with respect to a Wrong Pockets Notice described in Section 2.5(a)(ii), each Use for a Licensed Patent identified in the Wrong Pockets Notice (to the extent that Demonstration of Use therefor satisfies the Evidentiary Requirement or the Receiving Party fails to provide the Notifying Party with a response in accordance with this Section 2.5(c)) and natural evolutions thereof shall be deemed to be in the AgCo Field for such Licensed Patent if AgCo is the Notifying Party and in the SpecCo Field for such Licensed Patent if SpecCo is the Notifying Party and the license granted to such field shall be nonexclusive; provided that the rights with respect to such Use retained by the Notifying Party shall be subject to the terms and conditions of any licenses and other rights granted by or on behalf of the Receiving Party or any of its Affiliates to any Third Parties with respect to such Patent prior to the date of the Wrong Pockets Notice.

(d) Notwithstanding anything to the contrary herein, unless otherwise agreed upon by the Parties, each Party shall only have two (2) years after the Effective Date to provide a Wrong Pockets Notice pursuant to Section 2.5(a) to the other Party; provided that, in the case of Section 2.5(a)(i), with respect to Patent applications filed prior to the Effective Date,

such period shall extend until the date that is six (6) months after the publication of such Patent application if the expiration of such six (6) month period occurs after such two (2) year period expires.

(e) Notwithstanding the foregoing Sections 2.5(a) through (d), unless and only to the extent that the Receiving Party provides its prior written consent (which the Receiving Party may withhold in its sole discretion), in the event that the Parties expressly discussed prior to the Effective Date that:

(i) any Patent would not be included in the Notifying Party's Licensed Patents in the case of a Wrong Pockets Notice described in Section 2.5(a)(i), such Patent shall not be included in the Notifying Party's Licensed Patents (provided that, in determining that such Patent would not be a Licensed Patent hereunder, the Parties discussed prior to the Effective Date the Use identified in the Wrong Pockets Notice for such Patent); or

(ii) any Use would not be included in the Notifying Party's field of use for a specific Licensed Patent in the case of a Wrong Pockets Notice described in Section 2.5(a)(ii) (as applicable), such Use shall not be included in the Notifying Party's licensed field of use for such Patent.

(f) Notwithstanding the foregoing Sections 2.5(a) through 2.5(e), those patents set forth on Schedule K are specifically excluded from and are not subject to a Wrong Pockets Notice.

Section 2.6 Sublicenses.

(a) Licensee may sublicense the license and rights granted to Licensee under Sections 2.1 through 2.4 (as applicable) to (i) its Affiliates, (ii) in the case of all Licensed IP other than the Seeds and Beads IP, Third Parties in connection with the operation of the business of Licensee or its Affiliates, but not for the independent use of any such Third Party, including distributors that need to practice the applicable Intellectual Property to provide ordinary course distribution services to Licensee and its Affiliates; provided that, with respect to the Licensed Standards, sublicensing to such Third Parties shall be solely for such Third Parties to provide services to the Specialty Products Business or Agriculture Business (as applicable) in the ordinary course at any or all Licensed Facilities (but not for the independent use of such Third Party), (iii) in the case of the Seeds and Beads IP, to Third Parties (1) who are bona fide collaborators or partners of Licensee or any of its Affiliates, or (2) in connection with which sublicense Licensee or any of its Affiliates is also granting a license or other rights to any other Intellectual Property for seed coating and seed treatment technology owned by or licensed to Licensee or any of its Affiliates, in each case (1) and (2), for use in connection with the practice of seed coating and seed treatment technology, and (iv) with the prior written consent of Licensor, other Third Parties (each such Affiliate or Third Party, a "Sublicensee").

(b) Each sublicense granted by a Licensee under the license granted to such Licensee in Sections 2.1 through 2.4 shall be granted pursuant to an agreement that (i) is subject to, and consistent with, the terms and conditions of this Agreement and includes

provisions at least as protective of Licensor and its Affiliates as the provisions of this Agreement (except that such sublicense shall not be required to provide rights for Licensor to audit Sublicensee in accordance with, and subject to, Section 2.11 (1) if the sublicense is granted to an Affiliate or (2) with respect to sublicenses of Licensed Know-How, Licensed Copyrights or Business Software where the primary purpose of such arrangement with sublicensee is not to grant access to such Licensed Know-How, Licensed Copyrights or Business Software), (ii) to the extent with respect to Licensed Patents or AgCo Licensed Standards and if Sublicensee is a Third Party, provides that Licensor shall be an intended beneficiary thereunder with the right of direct enforcement against the Sublicensee (including, for clarity, with respect to the audit rights set forth in Section 2.11 to the extent applicable), and (iii) to the extent with respect to Licensed Patents or AgCo Licensed Standards, is in writing if the Sublicensee is a Third Party. For clarity, granting a sublicense shall not relieve Licensee of any obligations hereunder and Licensee shall cause each of its Sublicensees to comply, and shall remain responsible for its Sublicensees' compliance, with the terms hereof applicable to Licensee.

Section 2.7 Third Party Rights.

(a) Notwithstanding anything to the contrary herein, the terms and conditions of this Agreement (including the licenses granted under Sections 2.1 through 2.4) are subject to any and all rights of and obligations owed to any Third Parties with respect to the Licensed IP under any Contracts existing as of the Effective Date (or in the case of any Wrong Pockets Patents, existing as of or prior to the date of the Wrong Pockets Notice) to which Licensor or any of its Affiliates is a party or is otherwise bound, and to the extent that, as a result of such rights or obligations, any license or other rights granted hereunder: (i) may not be granted without the consent of or payment of a fee or other consideration; or (ii) will cause Licensor or any of its Affiliates to be in breach of any of its or their obligations to any Third Party, the applicable licenses and other rights granted hereunder shall only be granted to the extent such consent has been obtained or such fee or other consideration has been paid. The Parties shall use commercially reasonable efforts to obtain any such consents to the extent required to grant Licensee the rights granted hereunder; provided that, (i) the foregoing shall not require the Parties to duplicate any obligations undertaken under the Separation Agreement and (ii) notwithstanding anything herein to the contrary, Licensor shall have no obligation to agree to or make any payments or other concessions, except as mutually agreed in writing between the Parties, or participate in any act or omission that will cause Licensor to be in breach of its or their obligations to any Third Party. Notwithstanding the foregoing, Licensee shall not be deemed in breach of this Section 2.7(a) only if, and for such time, Licensee is not aware of such rights of or obligations owed to such Third Party.

(b) Notwithstanding anything to the contrary herein, Third Party Payments, if any, with respect to the Licensed IP shall be Licensee's sole responsibility. Licensee shall pay the Third Party Payments directly to the applicable Third Party; provided that if such Third Party does not permit Licensee to pay such Third Party Payments to such Third Party directly (whether pursuant to the applicable Contract or otherwise) after the Parties have used commercially reasonable efforts to permit the Licensee to pay the Third Party directly, the Parties shall cooperate in good faith to ensure that such Third Party Payments are paid by Licensee to Licensor in a manner that ensures Licensor's payment thereof is in compliance with the obligations to the applicable Third Party. Such cooperation shall include Licensee (i)

preparing and providing Licensor with reasonably detailed written reports reflecting calculation of the applicable Third Party Payments and any other information required by the applicable Third Parties and (ii) paying Licensor the applicable Third Party Payments by wire transfer of immediately available funds to the bank account designated by Licensor in writing no less than ten (10) days prior to the due date of such payment pursuant to the terms of the applicable Contract. If either Party becomes aware of any Third Party Payments, it shall reasonably promptly notify the other Party in writing, and notwithstanding anything to the contrary in this Section 2.7(b), Licensee shall not be deemed in breach of this Section 2.7(b) if, and for such time, Licensee is not aware of the applicable Third Party Payments; provided that, upon learning of such Third Party Payments, Licensee shall promptly pay such Third Party Payments to the applicable Third Party directly (or such other Person as reasonably directed by Licensor) to the extent such Third Party Payments are past due.

(c) Certain agreements subject to Subsections (a) and (b) hereof are set forth on Schedule L hereto.

Section 2.8 No Use Outside Field. Each Party shall not, and shall cause its Affiliates to not, as Licensee, exercise rights under any Licensed IP except to the extent expressly licensed hereunder or expressly agreed upon in advance in writing by Licensor.

Section 2.9 Reservation of Rights. Each Party reserves its and its Affiliates' rights in and to all Intellectual Property that is not expressly licensed or otherwise granted hereunder. Without limiting the foregoing, this Agreement and the licenses and rights granted herein do not, and shall not be construed to, confer any rights upon either Party, its Affiliates, or its Sublicensees by implication, estoppel, or otherwise as to any of the other Party's Intellectual Property (including, for clarity, any Excluded IP, except to the extent expressly licensed under Section 2.3).

Section 2.10 Retention and Transfer of Licensed Know-How.

(a) If AgCo or SpecCo (the "Requesting Party") reasonably believes that any Know-How Materials are in possession or control of the other Party (such Party, the "Holding Party") or any of its Affiliates and such Know-How Materials are not in the possession or control of the Requesting Party or any of its Affiliates, and the Requesting Party makes a request in writing during the two (2) year period following the Effective Date that the Holding Party deliver the Know-How Materials to the Requesting Party, the Holding Party shall review such request and, to the extent in the possession or control of the Holding Party or any of its Affiliates and, for purposes of Business Software only, is reasonably accessible to the Holding Party for purposes of transfer to the Requesting Party (provided that, subject to the below provisos, such accessibility shall not take into account whether such Business Software is integrated with other Software), deliver the Know-How Materials to the Requesting Party as promptly as reasonably practicable and in any event within thirty (30) Business Days of receiving such request from the Requesting Party; provided that, the Holding Party shall notify the Requesting Party within such thirty (30) Business Day period if it reasonably believes that such request requires a longer period of review to determine if the request concerns SpecCo Licensed Know-How, AgCo Licensed Know-How, SpecCo Licensed Copyrights, AgCo Licensed Copyrights, AgCo Licensed Standards or Business Software (as applicable) or to locate

the applicable Know-How Materials, and the Holding Party shall take all reasonable steps to review and provide such Know-How Materials (as applicable) within an additional sixty (60) days of expiration of such initial thirty (30) Business Day period; provided, further, with respect to any Business Software requested by a Requesting Party hereunder that is integrated with other Software, the Parties shall discuss in good faith a reasonable deadline in lieu of the foregoing timing for delivering any such Business Software to the Requesting Party, and the Requesting Party agrees that it shall bear all reasonable out-of-pocket costs and expenses of preparing such Software for delivery subject to the Requesting Party's advance approval of such costs; provided, further, to the extent the request does not constitute SpecCo Licensed Know-How, SpecCo Licensed Copyrights or Business Software (if the Requesting Party is AgCo) or AgCo Licensed Know-How, AgCo Licensed Copyrights, AgCo Licensed Standards, or Business Software (if the Requesting Party is SpecCo), the Holding Party shall not be required to deliver such Know-How Materials to the Requesting Party, but shall provide the Requesting Party with an explanation in reasonable detail of the basis of such determination and shall make itself and its relevant Affiliates available to discuss in good faith with the Requesting Party.

(b) For clarity, and notwithstanding anything to the contrary, in no event shall Licensor or its Affiliates be required hereunder to provide any written, electronic, computerized, digital or other tangible or intangible media to the extent comprising, containing, reflecting or embodying any SpecCo Licensed Know-How, AgCo Licensed Know-How, SpecCo Licensed Copyrights, AgCo Licensed Copyrights, AgCo Licensed Standards, or Business Software to Licensee, that has already been provided to, or is in the possession of, Licensee or its Affiliates. For the avoidance of doubt, nothing in this Agreement shall be interpreted as requiring that Licensor or any of its Affiliates transfer or grant access to tangible biological material to Licensee or any of its Affiliates.

Section 2.11 Audit. Not more than once per year, or at any time a Party has a reasonable, good faith belief that the other Party has materially breached this Agreement, or (to the extent with respect to this Agreement) the Umbrella Secrecy Agreement, and provides written notice to such other Party as well as detailed documentation or other evidence of such alleged breach, upon thirty (30) days' advance written notice, such first Party may cause an independent Third Party auditor that is reasonably acceptable to the audited Party and subject to written confidentiality obligations that are reasonably acceptable to the audited Party to audit, during regular business hours and in a manner that complies with the reasonable building and security requirements of the audited Party and its Affiliates, the books, records and facilities of such audited Party and its Affiliates to the extent reasonably necessary to determine such audited Party's and its Affiliates' compliance with this Agreement or (to the extent with respect to this Agreement) the Umbrella Secrecy Agreement. Any audit conducted under this Section 2.11 shall not interfere unreasonably with the operations of such audited Party or any of its Affiliates. The Party requesting the audit shall pay the costs of conducting such audit; provided that if such audit reveals a material breach of this Agreement or (to the extent with respect to this Agreement), the Umbrella Secrecy Agreement, the audited Party shall pay all such costs. Upon conclusion of the audit, the Third Party auditor shall furnish to both Parties a report stating only its findings during such audit as to whether or not the audited Party is in compliance with this Agreement, and if such audit has revealed a breach, shall include no more information than is reasonably necessary to provide the basis for such finding. All information learned or obtained from such audit shall be deemed Confidential Information for purposes of this Agreement.

Notwithstanding anything to the contrary in this Section, the audited Party may require that the Third Party conducting the audit pursuant to this Section 2.11 be accompanied by the audited Party's (and in the case of an audit of its Affiliates or Sublicensees, its Affiliate's or its Sublicensee's, respectively) representatives at all times during such audit. For clarity, Licensee shall cause its Affiliates that are Sublicensees to comply with this Section 2.11.

ARTICLE III
OWNERSHIP

Section 3.1 Ownership. As between the Parties (including their respective Affiliates), (a) AgCo acknowledges and agrees that SpecCo and its Affiliates own the SpecCo Licensed IP, the SpecCo Licensed Standards, and the Business Software licensed to AgCo under Section 2.4, (b) SpecCo acknowledges and agrees that AgCo and its Affiliates own the AgCo Licensed IP, the AgCo Licensed Standards, and the Business Software licensed to SpecCo under Section 2.4, and (c) each Party acknowledges and agrees that (i) except to the extent expressly provided herein, neither Party, nor its Affiliates or its Sublicensees, will acquire any ownership rights in the Licensed IP licensed to such Party hereunder, and (ii) such Party shall not, and shall cause its Affiliates and its Sublicensees to not, represent or make any claim that they have ownership of any right, title or interest in any such Licensed IP. To the extent that a Party, its Affiliates or its Sublicensees (as applicable) is assigned or otherwise obtains ownership of any right, title or interest in or to any Licensed IP in contravention of this Section 3.1, such Party hereby assigns, and shall cause its Affiliates and Sublicensees (as applicable) to assign, to the other Party (or to such Affiliate or Third Party designated by such other Party in writing) all such right, title and interest.

ARTICLE IV
PROSECUTION AND MAINTENANCE

Section 4.1 Responsibility and Cooperation.

(a) Subject to Section 4.1(b), as between the Parties, Licensor shall have sole responsibility (but not the obligation) for filing, prosecuting and maintaining all Patents within the Licensed IP with respect to which such Licensor or any of its Affiliates is granting a license to Licensee hereunder. Licensor shall be solely responsible for all costs and expenses incurred in connection with such filing, prosecution and maintenance.

(b) If, during the Term, Licensor decides to abandon, or otherwise allow to lapse, any issued AgCo Licensed Patent (if AgCo is the Licensor) or SpecCo Licensed Patent (if SpecCo is the Licensor) or published application therefor (the "First Abandoned Patent"), and substantially simultaneously decides to abandon, or otherwise allow to lapse all foreign equivalents thereof and all other Patents that claim priority to such First Abandoned Patent in all jurisdictions in which such Patents are registered or applied-for (the "Abandoned Patent Family"), Licensor shall use commercially reasonable efforts to notify Licensee of such decision at least thirty (30) days prior to any deadline for taking action to avoid abandonment (or other loss of rights) of such First Abandoned Patent. Upon receipt of such notice, Licensee shall have the right to elect to assume responsibility for prosecution and maintenance of any or all Patents in such Abandoned Patent Family (the "Assumed Patents") solely by providing Licensor with

written notice of such election within thirty (30) days (or such shorter period requested where the final deadline is in less than thirty (30) days) following such notice from Licensor, and Licensor shall either: (i) withdraw its decision to abandon and continue prosecuting or maintaining the Assumed Patents at its expense; or (ii) assign, and hereby does assign, its entire right, title, and interest in all Assumed Patents to Licensee at Licensee's sole cost and expense (provided that, for clarity, Licensee shall not be required to pay any additional consideration to Licensor in exchange for such assignment, but shall be required to reimburse Licensor for its out-of-pocket costs and expenses incurred in connection with assigning such Patents); provided that, Licensor shall not be in breach of the foregoing if Licensor uses commercially reasonable efforts to notify Licensee of its decision to abandon (or otherwise lose rights) but inadvertently and in good faith fails to so notify Licensee. In the event that Licensor assigns any Assumed Patents to Licensee in accordance with the foregoing clause (ii), such Patents shall no longer be (i) if the Licensor is AgCo, AgCo Licensed Patents and instead shall be SpecCo Licensed Patents, for which the AgCo Field shall be all fields of use, or (ii) if the Licensor is SpecCo, SpecCo Licensed Patents and instead shall be AgCo Licensed Patents, for which the SpecCo Field shall be all fields of use. Notwithstanding anything to the contrary herein, in the event that any Licensed Patent is assigned to Licensee pursuant to this (b), such Licensed Patent shall be subject to the terms and conditions of any licenses and other rights granted by or on behalf of Licensor or any of its Affiliates with respect to such Licensed Patent prior to the date of such assignment (to the extent that such terms and conditions do not conflict with any of the terms hereof), and unless otherwise agreed in writing, the assignee Party may abandon such Patent without notice or obligation of assignment to the other Party.

(c) For clarity, Licensor's obligations under Section 4.1(b) do not apply to the (i) filing or validating of any national or regional applications based on any international or regional Patent applications or filings (including any PCT or EPO applications) whether or not designated under such applications or filings, (ii) filing of any Patent application, including the filing of any divisional, continuation or continuation-in-part application, or (iii) maintaining or prosecuting of any unpublished Patent applications. If any Licensed Patent subject to this Section 4.1 is subject to the terms of any Contract existing as of the Effective Date to which the Licensor or any of its Affiliates is a party or otherwise bound whereby a Third Party has the right to elect to assume responsibility for prosecution or maintenance of, or request assignment of, such Licensed Patent, and such Third Party elects not to exercise all such rights in such Licensed Patent, such Licensed Patent shall become subject to the terms of Section 4.1(b), except if Licensor's grant of such rights to Licensee, or Licensee's exercise of such rights, would breach any contractual rights or obligations owed to such Third Party or any of its Affiliates.

Section 4.2 No Additional Obligations. For clarity, this Agreement shall not obligate either Party to disclose to the other Party, or maintain, register, monitor, prosecute, pay for or offer to pay for (including by offering remuneration to any inventors), defend, enforce or otherwise manage any Intellectual Property, except to the extent expressly set forth herein.

Section 4.3 Third Party Agreements. For clarity, and notwithstanding anything to the contrary in this Article IV, the Parties' rights and obligations set forth in this Article IV shall be subject to the terms of any Contracts existing as of the Effective Date to which the Licensor or any of its Affiliates is a party or otherwise bound, subject to the requirements for Licensor to notify Licensee pursuant to Section 2.7.

ARTICLE V
ENFORCEMENT

Section 5.1 Defense and Enforcement.

(a) Licensor's Right. Subject to the remainder of this Section 5.1, as between the Parties, Licensor shall have the sole right, but not the obligation, at its own cost and expense, to control enforcement or defense against any Third Party Infringement of the Licensed IP under which Licensor is granting a license to Licensee hereunder (including by bringing an Action or entering into settlement discussions).

(b) Licensee's Rights. In the case of any Third Party Infringement, Licensee may request (which request Licensor may deny if Licensor reasonably determines that such Licensed IP should not be enforced or defended, and discusses its reasoning therefor with Licensee) that Licensor enforce or defend (as applicable) such Licensed IP (including by bringing an Action or entering into settlement discussions), and if such request is granted, such enforcement or defense (as applicable) shall be controlled by Licensor at Licensee's sole cost and expense; provided that Licensee must approve in writing of all such costs and expenses in advance, and Licensor shall have no obligation to enforce or defend (as applicable) such Licensed IP in the event that Licensee does not approve of such costs and expenses in any material respect.

(c) Cooperation. If Licensor brings an Action with respect to any Third Party Infringement or enters into settlement discussions with respect thereto, Licensee shall provide reasonable assistance in connection therewith, at Licensor's request and Licensee shall be reimbursed for its reasonable out-of-pocket costs and expenses incurred in connection therewith. Licensor shall keep Licensee regularly informed of the status and progress of such enforcement or defense, as applicable, and shall reasonably consider Licensee's comments in connection with any Action or settlement discussions with respect thereto. Notwithstanding anything to the contrary herein, Licensee may, at its sole discretion and cost and expense, join as a party to any such Action; provided that, if necessary for standing purposes, Licensee shall join such Action upon Licensor's reasonable request and Licensor shall reimburse Licensee's reasonable out-of-pocket costs and expenses incurred in connection therewith. Licensee shall have the right to be represented by counsel (which shall act in an advisory capacity only, except for matters solely directed to Licensee) of its own choice in any such Action at its own cost and expense (subject to reimbursement of Licensee's costs and expenses as described in, and subject to, the immediately preceding sentence). Notwithstanding the foregoing, in the event of enforcement or defense in accordance with Section 5.1(b), Licensee shall be solely responsible for all costs and expenses incurred pursuant to this Section 5.1(c).

(d) Settlements. Notwithstanding anything to the contrary herein, Licensor shall not, without the prior written consent (not to be unreasonably withheld, conditioned or delayed) of Licensee, settle any Third Party Infringement with respect to any Licensed IP if doing so would give rise to liability or any other obligations of Licensee, its Affiliates or its Sublicensees for which Licensor is unwilling or unable to, or otherwise does not, provide full indemnification.

(e) Recoveries. Any and all amounts recovered by Licensor in any Action regarding a Third Party Infringement or settlement with respect thereto shall, unless otherwise agreed (including in an agreement in connection with obtaining consent to settlement), be allocated first to reimburse Licensor's out-of-pocket costs and expenses incurred in connection with such Action or settlement (including its obligations to Licensee pursuant to Section 5.1(c)) and next to the Licensee's out-of-pocket costs and expenses incurred in connection with such Action or settlement (including, as applicable, in accordance with Section 5.1(b) and 5.1(c)). Any and all remaining amounts recovered shall be retained by Licensor.

(f) Interferences, etc. Notwithstanding anything to the contrary in Article IV or this Article V, in the event that any Third Party allegations of invalidity or unenforceability of any Patents included in the Licensed IP licensed to Licensee hereunder arise in an opposition, interference, reissue proceeding, reexamination or other patent office proceeding, Article IV shall govern the Parties' rights and obligations with respect thereto.

Section 5.2 Third Party Agreements. For clarity, and notwithstanding anything to the contrary in this Article V, the Parties' rights and obligations set forth in this Article V shall be subject to the terms of any Contracts existing as of the Effective Date to which the Licensor or any of its Affiliates is a party or otherwise bound, subject to the requirements for Licensor to notify Licensee pursuant to Section 2.7.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Indemnification.

(a) Each Party (the "Indemnifying Party") agrees to indemnify, release, defend and hold harmless the other Party and its Affiliates and its and their directors, officers, agents, and successors (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all Indemnifiable Losses incurred or suffered by any of the Indemnitees, to the extent arising out of, relating to or resulting from (a) breach by the Indemnifying Party of this Agreement; (b) if the Indemnifying Party is the Licensee, use of the Licensed IP hereunder by or on behalf of such Party or its Sublicensees; and (c) if the Indemnifying Party is the Licensor, breach by or on behalf of Licensee, its Affiliates or its Sublicensees of any contractual rights of or contractual obligations owed to any Third Parties with respect to the Licensed IP; provided that, prior to such breach, Licensor or any of its Affiliates is aware, and Licensee and its Affiliates are not aware, of such contractual rights or obligations, in each case (in respect of the foregoing subsections (a) through (c)), except to the extent that such Indemnifiable Losses (i) are subject to indemnification by the other Party pursuant to this Section 6.1 or (ii) arise out of fraud, bad faith, gross negligence or willful misconduct of the other Party or its Affiliates.

(b) Except for the entitlement to specific performance or other equitable remedy, each solely as contemplated by Section 10.12, the remedies provided in this Section 6.1 shall be deemed the sole and exclusive remedies of the Parties with respect to the subject matter

of this Agreement, and the Parties each hereby waive to the extent permitted by applicable Law any other remedy to which they or any of their respective Indemnitees are entitled to hereunder at law or in equity with respect thereto.

Section 6.2 Indemnification Procedures. The indemnification procedures set forth in Sections 8.5 through 8.10 of the Separation Agreement shall apply to the matters indemnified hereunder, *mutatis mutandis*.

Section 6.3 Disclaimer of Representations and Warranties. EACH PARTY HEREBY ACKNOWLEDGES THAT, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE SEPARATION AGREEMENT OR IN ANY OF THE OTHER ANCILLARY AGREEMENTS, EACH OF AGCO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE AGCO GROUP) AND SPECCO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE SPECCO GROUP) UNDERSTANDS AND AGREES THAT NEITHER PARTY IS REPRESENTING OR WARRANTING IN ANY WAY UNDER THIS AGREEMENT (INCLUDING WITH RESPECT TO ANY CONSENTS REQUIRED IN CONNECTION HEREWITH, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, VALIDITY, ENFORCEABILITY OR SCOPE OF THE LICENSED IP) AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. EXCEPT AS MAY EXPRESSLY BE SET FORTH IN THE SEPARATION AGREEMENT OR IN ANY OTHER ANCILLARY AGREEMENT, ALL LICENSED IP IS BEING LICENSED ON AN “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS” BASIS.

Section 6.4 Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT (INCLUDING THIS ARTICLE VI), EXCEPT WITH RESPECT TO BREACHES OF ARTICLE VII, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AT LAW OR IN EQUITY, AND “LOSSES” SHALL NOT INCLUDE ANY AMOUNTS FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; PROVIDED THAT NOTHING HEREIN SHALL PREVENT ANY INDEMNITEE FROM BEING INDEMNIFIED PURSUANT TO THIS ARTICLE VI FOR ALL COMPONENTS OF AWARDS AGAINST THEM IN ANY THIRD PARTY CLAIM.

ARTICLE VII
CONFIDENTIALITY

Section 7.1 Disclosure and Use Restrictions. The Parties acknowledge and agree that the Umbrella Secrecy Agreement is hereby incorporated into this Agreement, and shall apply to the transactions contemplated by this Agreement, *mutatis mutandis*. For the avoidance of doubt, Licensee’s material breach of the Umbrella Secrecy Agreement with respect to Confidential Information shall constitute a material breach of this Agreement.

ARTICLE VIII
TERM

Section 8.1 Term. The terms of the licenses and other grants of rights (and related obligations) under this Agreement (the "Term") shall remain in effect (a) to the extent with respect to the Licensed Patents and Licensed Copyrights, on a Licensed Patent-by-Licensed Patent and Licensed Copyright-by-Licensed Copyright basis, until expiration, invalidation or abandonment of such Licensed Patent or Licensed Copyright (as applicable), (b) to the extent with respect to any Licensed Know-How, until such Licensed Know-How no longer constitutes Confidential Information; provided that, after expiration of the Term with respect to any Licensed Know-How, the licenses granted hereunder to such Know-How shall survive such expiration in perpetuity, and (c) with respect to Business Software and Licensed Standards, in perpetuity.

Section 8.2 Effect of Termination.

(a) Accrued Rights. Expiration of this Agreement, in part or in its entirety, shall be without prejudice to any rights which shall have accrued to the benefit of either Party prior to such expiration.

(b) Survival. The following provisions of this Agreement, together with all other provisions of this Agreement that expressly specify that they survive, shall survive expiration of this Agreement, in part or in its entirety: Articles I, III, VI, VII, IX and X and this Section 8.2.

ARTICLE IX
DISPUTE RESOLUTION

Section 9.1 Negotiation and Arbitration. In the event of a controversy, dispute or Action between the Parties arising out of, in connection with, or in relation to this Agreement or any of the transactions contemplated hereby, including with respect to the interpretation, performance, nonperformance, validity or breach thereof, and including any Action based on contract, tort, statute or constitution, including the arbitrability of such controversy, dispute or Action, the procedures as set forth in Article X of the Separation Agreement shall apply, *mutatis mutandis*.

ARTICLE X
MISCELLANEOUS

Section 10.1 Complete Agreement; Construction. This Agreement, including the Exhibits and Schedules, together with the Separation Agreement, the Umbrella Secrecy Agreement, other Ancillary Agreements and, solely to the extent and for the limited purpose of effecting the Internal Reorganization, the Conveyancing and Assumption Instruments, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Exhibit or Schedule hereto, the Exhibit or Schedule shall prevail. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions

of the Separation Agreement, the terms and conditions of this Agreement shall control (except as expressly set forth in Section 12.1 of the Separation Agreement). In the event of any inconsistency between this Agreement and the provisions of (i) any Conveyancing and Assumption Instrument or (ii) that certain Intercompany License Agreement – IB, entered into as of April 30, 2019 by and between Pioneer Hi-Bred International, Inc., E.I. du Pont de Nemours and Company, PM Taiwan, Inc., DuPont US Holding, LLC, and DuPont Industrial Biosciences USA, LLC, the terms and conditions of this Agreement shall control.

Section 10.2 Assignment.

(a) Neither this Agreement nor any of the rights, interests or obligations of a Party under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by such Party without the prior written consent of the other Party (which consent may be granted or withheld in such other Party's sole discretion); provided however, that such first Party (i) may assign, in whole or in part, by operation of law or otherwise, any of the foregoing to one or more of its Affiliates and (ii) may assign, in whole or in part, by operation of law or otherwise, any of the foregoing to the successor to all or a portion of the business or assets to which this Agreement relates; provided that, (x) the assigning Party shall promptly notify the non-assigning Party in writing of any assignments it makes under Section 10.2(a)(ii) and (y) in either case of (i) or (ii), the party to whom this Agreement is assigned shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto with respect to all or such portion of this Agreement so assigned.

(b) Any assignment or other disposition in violation of this Section 10.2 shall be void. No assignment shall relieve the assigning Party of any of its obligations under this Agreement that accrued prior to such assignment unless agreed to by the non-assigning Party.

Section 10.3 Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 10.4 Notices. All notices and other communications to be given to any Party under this Agreement shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, or five (5) days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or electronically mailed (with a response confirming receipt), and shall be directed to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.4):

To AgCo:

Corteva, Inc.
c/o Corteva, Inc.
974 Centre Road, Building 735
Wilmington, DE 19805
Attn: General Counsel
Email: cornel.b.fuerer@corteva.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attention: Brandon Van Dyke, Esq.
Email: Brandon.VanDyke@skadden.com
Facsimile: (917) 777-3743

To SpecCo:

DowDuPont, Inc.
c/o DuPont de Nemours, Inc.
974 Centre Road, Building 730
Wilmington, DE 19805
Attn: General Counsel
Email: Erik.T.Hoover@dupont.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attention: Brandon Van Dyke, Esq.
Email: Brandon.VanDyke@skadden.com

Facsimile: (917) 777-3743

Section 10.5 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to any other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

Section 10.6 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by each of the Parties.

Section 10.7 Affiliates. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Affiliate of such Party.

Section 10.8 Third Party Beneficiaries. Except as provided in Article VI relating to Indemnitees, this Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon Third Parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, in excess of those existing without reference to this Agreement.

Section 10.9 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.10 Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

Section 10.11 Governing Law. This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 10.12 Specific Performance. The Parties acknowledge and agree that irreparable harm would occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any such non-performance or breach. Accordingly, in the event of any actual or threatened default in or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party or Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article X (including for the avoidance of doubt, after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 10.13 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid, legal and enforceable provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 10.14 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 10.15 Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by a Licensor are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the United States Bankruptcy Code regardless of the form or type of intellectual property under or to which such rights and licenses are granted and regardless of whether the intellectual property is registered in or otherwise recognized by or applicable to the United States of America or any other country or jurisdiction. The Parties agree that each Licensee will retain and may fully exercise all of their rights and elections under the United States Bankruptcy Code. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against a Party under the United States Bankruptcy Code, the Party hereto that is not a party to such proceeding will be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in the non-subject Party's possession, will be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon the non-subject Party's written request therefore, unless the Party subject to such proceeding continues to perform all of its obligations under this Agreement or (b) if not delivered under clause (a) above, following the rejection of this Agreement by or on behalf of the Party subject to such proceeding upon written request therefore by the non-subject Party.

* * * * *

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

SPECIALTY PRODUCTS N&H, INC.

/s/ Michael P. Heffernan

Name: Michael P. Heffernan
Title: President

PM TAIWAN, INC.

/s/ Michael P. Heffernan

Name: Michael P. Heffernan
Title: President

DUPONT ELECTRONICS, INC.

/s/ Michael P. Heffernan

Name: Michael P. Heffernan
Title: President

DUPONT SAFETY & CONSTRUCTION, INC.

/s/ Michael P. Heffernan

Name: Michael P. Heffernan
Title: President

DUPONT POLYMERS, INC.

/s/ Michael P. Heffernan

Name: Michael P. Heffernan
Title: President

DUPONT US HOLDING LLC

/s/ Michael P. Heffernan

Name: Michael P. Heffernan
Title: President

DUPONT INDUSTRIAL BIOSCIENCES USA, LLC

/s/ Jessica Sinnott

Name: Jessica Sinnott
Title: Associate General Counsel – IP

DOWDUPONT INC.

/s/ Erik T. Hoover

Name: Erik T. Hoover
Title: General Counsel & Secretary

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

CORTEVA, INC.

/s/ Cornel B. Fuerer

Name: Cornel B. Fuerer
Title: General Counsel & Secretary

PIONEER HI-BRED INTERNATIONAL, INC.

/s/ Cornel B. Fuerer

Name: Cornel B. Fuerer
Title: General Counsel & Secretary

E.I. DU PONT DE NEMOURS AND COMPANY

/s/ Cornel B. Fuerer

Name: Cornel B. Fuerer
Title: General Counsel & Secretary

LETTER AGREEMENT

This letter agreement (this "Agreement"), effective June 1, 2019, is made by and between DowDuPont Inc, a Delaware corporation ("SpecCo") and Corteva, Inc., a Delaware corporation ("AgCo"). Reference is made to that certain Separation and Distribution Agreement, dated as of April 1, 2019, (the "SDA"), by and among SpecCo, AgCo and Dow Inc., a Delaware Corporation ("MatCo") and that certain Employee Matters Agreement, dated as of April 1, 2019 (the "EMA"), by and among SpecCo, AgCo and MatCo. Capitalized terms used herein without definition have the meaning given to them in the SDA. SpecCo and AgCo are referred to herein as the "Letter Parties".

WHEREAS, the MatCo Distribution Date has passed;

WHEREAS, given the passage of time, the Letter Parties desire to treat certain schedules to the SDA as if they had been updated in connection with the AgCo Distribution in a manner effective among the Letter Parties and the other members of their respective Groups (but not the MatCo Group or MatCo Indemnitees (together the "MatCo Parties"), or any third-party beneficiaries (as set forth in Section 12.15 of the SDA) (the "Third-Party Beneficiaries") (except as expressly set forth in Section 6.03(b) of this Agreement));

WHEREAS, the Letter Parties wish to modify certain of their respective obligations under the SDA in a manner effective as between the Letter Parties and the other members of their respective Groups, but not the MatCo Parties or the Third-Party Beneficiaries (except as expressly set forth in Section 6.03(b) of this Agreement);

WHEREAS, the Letter Parties wish to modify certain of their respective obligations under the EMA in a manner effective as between the Letter Parties and the other members of their respective Groups, but not the MatCo Parties or the Third-Party Beneficiaries (except as expressly set forth in Section 6.03(b) of this Agreement); and

WHEREAS, the Letter Parties wish to enter into certain additional agreements in a manner effective as between the Letter Parties and the other members of their respective Groups but not the MatCo Parties or the Third-Party Beneficiaries;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I
SCHEDULES UPDATES.

Section 1.01 Each of the Letter Parties hereby agrees on behalf of itself and each other member of its Group that the following schedules to the SDA are to be treated for all purposes as if they have been amended to reflect the changes set forth on Schedule I hereto.

ARTICLE II
SDA AMENDMENTS, MODIFICATIONS AND SUPPLEMENTS.

Each of the Letter Parties hereby agrees on behalf of itself and each other member of its Group that the SDA is amended, modified and/or supplemented to reflect the changes set forth below:

Section 2.01 Intergroup Accounts. Section 2.3(a)(ii) of the SDA and any references to Section 2.3(a)(ii) of the SDA are deleted in their entirety, and a new Section 2.3(d) is added to the SDA as follows:

Each of AgCo and SpecCo shall cause (i) all intercompany receivables, payables and balances (other than loans) that are due on or prior to the AgCo Distribution Date and (ii) all intercompany loans as of immediately prior to the AgCo Distribution Date (regardless of when due and payable), in each case, between any member of the AgCo Group on the one hand and any member of the SpecCo Group on the other hand (other than those in place as of the Tower Realignment Time between (x) a member of Historical Dow that is a member of the AgCo Group on the one hand and (y) a member of Historical Dow that is a member of the SpecCo Group on the other hand) to be settled immediately prior to the AgCo Distribution Date, by means of cash payment, a dividend, capital contribution, a combination of the foregoing or otherwise (with the obligation to settle each such amount constituting an Agriculture Liability in case the obligor is a member of the AgCo Group and a Specialty Products Liability in case the obligor is a member of the SpecCo Group).

Section 2.02 Shared Historical DuPont Assets and Shared Historical DuPont Liabilities.

(a) Section 7.1(f) of the SDA is amended and restated in its entirety as follows:

Not more than thirty (30) Business Days after the end of a fiscal quarter, the AgCo Representative shall deliver to the SpecCo Representative, and the SpecCo representative shall deliver to the AgCo Representative, a statement of out-of-pocket expenses incurred in respect of any and all AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities and AgCo Group Specified DuPont Discontinued and/or Divested Operations and Business Liabilities (in the case of AgCo) (the "AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement") or any and all SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities and SpecCo Group Specified DuPont Discontinued and/or Divested Operations and Business Liabilities (in the case of SpecCo) (the "SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement"), but in each case, without giving effect to the AgCo Hurdle or the SpecCo Hurdle, including

a calculation of the amount (if any) for which the other party is then liable pursuant to Section 8.13 and copies of all statements, invoices, bills and other documents related to each such expense. SpecCo, in the case of each AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement, and AgCo, in the case of each AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement, shall have sixty (60) days following delivery of each to object to any amount set forth therein by delivering a written statement of its objections to AgCo or SpecCo, respectively (the "AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement Objection Notice" and the "SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement Objection Notice", respectively). If SpecCo does not object to any amount set forth in the AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement within such sixty (60) day period, the AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement will be final, conclusive and binding on the parties. If AgCo does not object to any amount set forth in the SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement within such sixty (60) day period, the SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement will be final, conclusive and binding on the parties. If SpecCo, in the case of each AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement, and AgCo, in the case of each SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement, objects to any amount set forth in such statement within such sixty (60) day period, the AgCo Representative and SpecCo Representative shall negotiate in good faith to resolve such objections at the next scheduled meeting of the Shared Historical DuPont Claim Committee (the "First Shared Historical DuPont Escalation Negotiation Period"). In the event that the Shared Historical DuPont Claim Committee cannot reach a unanimous resolution regarding the objections, the issue shall be submitted to the general counsels of AgCo and SpecCo and/or such other executive officer designated by AgCo and SpecCo in writing (the "Shared Historical DuPont Escalation Committee"). The Shared Historical DuPont Escalation Committee shall thereupon negotiate for a reasonable period of time to settle such issue; provided, however, that such reasonable period shall not, unless otherwise agreed by AgCo and SpecCo in writing, exceed thirty (30) days from the date on which the matter was submitted to the Shared Historical DuPont Escalation Committee (the "Second Shared Historical DuPont Escalation Negotiation Period"). If the issue has not been resolved for any reason as of the expiration of the Second Shared Historical DuPont Escalation Negotiation Period, such disagreement shall be submitted to final and binding arbitration pursuant to the procedures set forth in Article X of this Agreement. The outcome of the arbitration pursuant to Article X shall be final and binding on all parties and their respective successors and assigns.

(b) The statement of out-of-pocket expenses referred to in Section 7.1(f) of the SDA shall be in the form attached hereto as Exhibit A.

(c) The definition of "Dispute Notice" in Section 1.1(90) shall be amended to correct a scrivener's error by adding the following underlined text:

"Dispute Notice" shall mean (i) the General Dispute Notice, (ii) Non-Compete Dispute Notice (iii) the New Shared Matter Notice, (iv) (A) the AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement Objection Notice and (B) the SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability Statement Objection Notice, (v) the Managing Party Determination Notice, (vi) the Shared Historical DuPont Assets and Liabilities Notice, (vii) the Privilege Waiver Objection Notice or (viii) Indemnification Notice, as applicable.

(d) Section 7.2(c)(i) and (ii) of the SDA is amended and restated in their entirety as follows:

(i) If any Party or any member of such Party's Group shall receive notice or otherwise learn of an Asset that may reasonably be determined to be a Shared Historical DuPont Asset or a Liability or Third Party Claim that may reasonably be determined to be a Shared Historical DuPont Liability (including any Third Party Claim brought against AgCo and/or SpecCo for any AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities or any SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities that, in each case, would reasonably be expected to cause the AgCo Hurdle and SpecCo Hurdle to be met), such Party shall give the other Party and the Shared Historical DuPont Claim Committee written notice (the "Managing Party Determination Notice") thereof promptly (and in any event within fifteen (15) days) after such Person becomes aware of such Asset, Liability or Third Party Claim. Thereafter, the Party shall deliver to the Shared Historical DuPont Claim Committee, promptly (and in any event within five (5) Business Days) after the Party's (or its Group's or its or their respective then-Affiliates) receipt thereof, copies of all notices and documents (including court papers) received by the Party or the member of such Party's Group (or its or their respective then-Affiliates) relating to the matter; provided, however, that the failure to provide such notice shall not release any Party from any of its obligations under this Article VII or under Article VIII except and solely to the extent that such Party (or a member of its Group) shall have been actually prejudiced as a result of such failure.

(ii) Subject to Section 7.1(c), SpecCo shall serve as the Managing Party with respect to Shared Historical DuPont Assets and Shared Historical DuPont Liabilities not set forth in Schedule 7.1(a)(i) or Schedule 7.1(a)(ii). Within fifteen (15) days of a Managing Party Determination Notice, AgCo may give SpecCo notice, that AgCo believes in good faith that it should serve as the Managing Party (a "Shared Historical DuPont Managing Party Notice"). The Shared Historical DuPont Claim Committee shall meet to discuss the appropriate Managing Party promptly (and in any event within five (5) days of such Shared Historical DuPont Managing Party Notice) (such discussions, the "Shared Historical DuPont Managing Party First Discussion"). In the event that the Shared Historical DuPont Claim Committee agrees, AgCo shall then serve as the Managing Party. In the event that the Shared Historical DuPont Claim Committee cannot reach a unanimous determination as to the appropriate Managing Party, the issue shall be submitted to the Shared Historical DuPont Escalation Committee. The Shared Historical DuPont Escalation Committee shall thereupon discuss for a reasonable period of time to settle such issue; provided, however, that such reasonable period shall not, unless otherwise agreed by each of AgCo and SpecCo in writing, exceed five (5) Business Days from the date on which the matter was submitted to the Shared Liability Escalation Committee (the "Shared Historical DuPont Escalation Discussion Period" and such discussions, the "Shared Historical DuPont Escalation Discussions"). In resolving which Party shall act as the Managing Party with respect to any such Shared Historical DuPont Asset or Shared Historical DuPont Liability, the Shared Historical DuPont Claim Committee shall consider (i) the allocation of Shared Historical DuPont Assets or Shared Historical DuPont Liabilities reflected in Schedule 7.1(a)(i) and Schedule 7.1(a)(ii), whereby the Parties have assigned control of matters known as of the date of this Agreement, which may have precedential value for allocation of similar matters that were not known as of the date of this Agreement, (ii) whether the designation of a Party as the Managing Party, would reasonably be expected to materially and adversely prejudice the position of another Party or a member of such Party's Group in any other Action or matter arising out of substantially similar facts or circumstances and (iii) in the case of a Third Party Claim, whether the Third Party Claim names both AgCo and SpecCo (or any member of such Parties' respective Groups) as defendants, in which case, the Shared Historical DuPont Claim Committee shall consider whether both AgCo and SpecCo may jointly act as the

Managing Party. If the issue has not been resolved for any reason as of the expiration of the Shared Historical DuPont Escalation Discussion Period, then such matter shall be resolved pursuant to and in accordance with the dispute resolution provisions set forth in Article X.

Section 2.03 Schedule 1.1(31)(xii)(a)(1) Matters. Any and all rights, title and interest in, and to, including any proceeds of any kind arising out of, the matters set forth on Schedule 1.1(31)(xii)(a)(1) of the SDA shall be allocated between members of the AgCo Group and SpecCo Group as set forth thereon.

Section 2.04 Additional Obligations With Respect to Management of AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities and SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities.

(a) Notwithstanding anything to the contrary in Section 8.5(b)(A) of the SDA and subject to Section 2.04(b) of this Agreement, in the event that (i) AgCo is managing any Third Party Claim for any AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities and thereafter such claim causes the AgCo Hurdle to be met ("AgCo Hurdle Excess Claims") or (ii) SpecCo is managing any Third Party Claim for any SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities and thereafter such claim causes the SpecCo Hurdle to be met ("SpecCo Hurdle Excess Claims"), each of AgCo and SpecCo and the members of their respective Groups agree that AgCo (in the case of such AgCo Hurdle Excess Claims) or SpecCo (in the case of SpecCo Hurdle Excess Claims), as applicable, shall continue to manage such claims (the "Continuing Managing Party") if the Shared Historical DuPont Claim Committee determines that is appropriate and otherwise management of such Third Party Claim shall transition to the other Party over a reasonable time period (as determined by the Shared Historical DuPont Claim Committee) until both Hurdles have been met; provided, however, (I) in the cause of clause (i), if prior to the time such Third Party Claim causes the AgCo Hurdle to be met, such Third Party Claim would reasonably be expected to (taking into account other existing Third Party Claims) cause the AgCo Hurdle to be met, SpecCo shall be entitled (but shall not be required) to assume and control the defense of any such Third Party Claim subject to Section 8.5(b) of the SDA if the SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities with respect to such Third Party Claim (or series of related Third Party Claims) would reasonably be expected to exceed the AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities with respect to such Third Party Claim (or series of related Third Party Claims) and (II) in the cause of clause (ii), if prior to the time such Third Party Claim causes the SpecCo Hurdle to be met, such Third Party Claim would reasonably be expected to (taking into account other existing Third Party Claims) cause the SpecCo Hurdle to be met, AgCo shall be entitled (but shall not be required) to assume and control the defense of any such Third Party Claim subject to Section 8.5(b) of the SDA if the AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities with respect to such Third Party Claim (or series of related Third Party Claims) would reasonably be expected to exceed the SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities with respect to such Third Party Claim (or series of related Third Party Claims).

(b) The applicable Continuing Managing Party shall, on behalf of itself and the other Party, have sole and exclusive authority to defend and determine all matters whatsoever (including, as applicable, litigation strategy and choice of legal counsel or other professionals) with respect to any AgCo Hurdle Excess Claims or SpecCo Hurdle Excess Claims, as applicable; provided, however, that (i) the Continuing Managing Party shall deliver to each other Party a reasonably complete draft of any submission (formal or informal) at least seven (7) Business Days prior to filing such submission with a court or grand jury, any Governmental Entity or any arbitration or mediation tribunal or authority (unless a shorter time period is necessary due to the nature of the Action or Third Party Claim, in which case, the Continuing Managing Party shall use its reasonable best efforts to provide the submission to the other Party within a time period reasonably appropriate for such Action or Third Party Claim) and (ii) the Continuing Managing Party shall not admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge, the Action or Third Party Claim without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed); provided, further, that in the case of clause (i), that the Continuing Managing Party's Representative will use its reasonable best efforts to actively consult with each other Party's Representative regarding any changes, which it shall consider in good faith making to the submission, with particular focus on any changes the omission of which would reasonably be expected to (x) materially prejudice the other Party's obligations, rights or remedies with respect to the subject matter underlying such Action or Third Party Claim or (y) have a significant adverse impact (financial or non-financial) on the other Party, including a significant adverse impact on the other Party's rights, obligations, operations, standing or reputation (unless such consultation is not possible due to the nature of the Action or Third Party Claim or the other Party's failure to respond to the submission within three (3) Business Days after receipt of the submission, in which case, the Continuing Managing Party may file the submission if the Continuing Managing Party determines in good faith that the filing will not materially prejudice the other Party's rights or remedies); provided, still further, that the Continuing Managing Party shall not be obligated to provide the other Party with the opportunity to review the submission if such submission contains solely disclosure with respect to the applicable Shared Historical DuPont Asset or Shared Historical DuPont Liability that is substantially similar in all respects to disclosure previously made in accordance with the terms hereof. applicable Shared Historical DuPont Asset or Shared Historical DuPont Liability that is substantially similar in all respects to disclosure previously made in accordance with the terms hereof.

Section 2.05 Shared Contracts. The Contracts described in Item 7 of Schedule I of this Agreement constitute Shared Contracts as between the SpecCo Group and the AgCo Group.

Section 2.06 Certain Costs. The costs described in Item 9 of Schedule I shall be treated as set forth therein.

ARTICLE III
EMA AMENDMENTS, MODIFICATIONS AND SUPPLEMENTS.

Each of the Letter Parties hereby agrees on behalf of itself and each other member of its Group that the EMA is amended, modified and/or supplemented to reflect the changes set forth below:

Section 3.01 Certain Employee Related Liabilities.

(a) Notwithstanding anything to the contrary in the EMA or the SDA, for purposes of Section 1.16(a) of the EMA, the Agriculture Shared Historical DuPont Percentage of the HR Liabilities (as defined in the EMA) related to any Heritage DuPont Employee (as defined in the EMA) who (a) (i) is employed as of the AgCo Distribution Date by a member of the AgCo Group or SpecCo Group in a leveraged, corporate functional role, (ii) is identified on Schedule 1.02(a) to the EMA as a Deselected Employee (as defined in the EMA) and (iii) terminates employment on or before August 31, 2019, or (b) terminated employment with Heritage DuPont in a leveraged corporate functional role prior to October 2017, shall be deemed to constitute AgCo HR Liabilities (as defined in the EMA).

(b) Notwithstanding anything to the contrary in the EMA or the SDA, for purposes of Section 1.16(a) of the EMA, the Specialty Products Shared Historical DuPont Percentage of the HR Liabilities (as defined in the EMA) related to any Heritage DuPont Employee (as defined in the EMA) who (a) (i) is employed as of the AgCo Distribution Date by a member of the AgCo Group or SpecCo Group in a leveraged, corporate functional role, (ii) is identified on Schedule 1.02(a) to the EMA as a Deselected Employee (as defined in the EMA) and (iii) terminates employment on or before August 31, 2019, or (b) terminated employment with Heritage DuPont in a leveraged corporate functional role prior to October 2017, shall be deemed to constitute SpecCo HR Liabilities (as defined in the EMA).

Section 3.02 Certain Plans.

(a) Section 2.07(b) of the EMA is amended by adding the following clauses (iii) and (iv):

(iii) SpecCo (or its applicable Affiliate) shall assign to E. I. du Pont de Nemours and Company and E. I. du Pont de Nemours and Company shall (and AgCo shall cause it to) assume from the applicable members of the SpecCo Group all of the rights and obligations of the sponsor of the Pension Restoration Plan for Title V of the DuPont Pension and Retirement Plan, the Retirement Restoration Plan for Title V of the DuPont Pension and Retirement Plan and the Solae Supplemental Retirement Plan (the "Transferred S-A Plans");

(iv) SpecCo shall direct the trustee of the Existing Rabbi Trust to Transfer to the trustee of the New Rabbi Trust, in kind, such portion of the "Plan Accounts" under the Existing Rabbi Trust attributable to the Transferred S-A Plans.

Section 3.03 Certain Swiss Pension Matters. Without limiting Section 1.10(b) of the EMA and to clarify the treatment of the Fondation de Prévoyance en Faveur du Personnel de DuPont De Nemours International Sàrl (the "Swiss DB Plan") provided therein:

(a) The Transfer in respect of the Swiss DB Plan contemplated by Section 1.10(b) of the EMA shall not occur as of the AgCo Distribution Date. The Letter Parties shall cooperate so that, effective December 31, 2019, SpecCo shall cause the assignment to AgCo (or such member of the AgCo Group or a defined contribution retirement plan as AgCo may designate) and AgCo shall assume (or cause such member of the AgCo Group or such plan to assume), as of the date of such assignment/assumption (the "Swiss DB Plan Transfer Date"), the Assets and Liabilities of the Swiss DB Plan attributable to such participants in the Swiss DB Plan who as of the Swiss DB Plan Transfer Date are employees of any member of the AgCo Group (the "Swiss DB Transfer Participants") together with any transition pension benefits and (if applicable) Transferee Pension Guide ("TPG") benefits attributable to Swiss DB Transfer Participants as of the AgCo Distribution Date (such transition and TPG benefits, the "Transition Benefits"). SpecCo shall ensure that, as of the Swiss DB Plan Transfer Date, such Assets attributable to any Swiss DB Transfer Participant shall not be less than the respective Liabilities.

(b) For the period in 2019 on and after the AgCo Distribution Date through the Swiss DB Plan Transfer Date, AgCo shall contribute (or cause to be contributed) to the Swiss DB Plan in respect of those participants therein who are employees of any member of the AgCo Group such amount as is required pursuant to the local funding agreement in respect of such employment (*i.e.*, the amount set forth on Schedule 3.03(b) hereto).

(c) Except as provided in and subject to the foregoing provisions of this Section 3.03, on and after the AgCo Distribution Date, SpecCo shall discharge (or cause to be discharged) all obligations of any member of the AgCo Group in respect of the Swiss DB Plan and all Transition Benefits in respect of Swiss DB Transfer Participants.

Section 3.04 Rabbi Trust. SpecCo acknowledges that AgCo may not cause the establishment of the New Rabbi Trust referenced in Section 2.07(b)(ii) of the EMA on or before AgCo Distribution Date and agrees that the obligations imposed upon SpecCo under Section 2.07(b)(ii) of the EMA shall apply from such time as AgCo causes the establishment of the New Rabbi Trust (and regardless whether the New Rabbi Trust is established by AgCo or a Subsidiary thereof).

Section 3.05 Certain Informational Requirements No Longer Necessary.

(a) Notwithstanding Section 1.01(c) of the EMA, neither AgCo nor SpecCo shall be required to update Schedule 1.01(a) or Appendix I thereto, other than to reflect the return of any LTD Employee (as defined in the EMA) in accordance with clause (y) of the final sentence of Section 1.01(c) of the EMA.

(b) Notwithstanding Section 1.06(b) of the EMA, (i) AgCo shall not be required to provide SpecCo with a statement of SpecCo Assumed Vacation Liabilities (as defined in the EMA), and (ii) SpecCo shall not be required to provide AgCo with a Statement of AgCo Assumed Vacation Liabilities (as defined in the EMA).

ARTICLE IV
ADDITIONAL AGREEMENTS.

Each of the Letter Parties hereby agrees on behalf of itself and each other member of its Group:

Section 4.01 Certain Requirements Related to Transfers.

(a) After the Distribution Date, until the End Date or such earlier time as SpecCo's obligations pursuant to this Section 4.01 shall be terminated in accordance with Section 4.02, without the prior written consent of the Other Party, SpecCo shall not, and shall cause its Subsidiaries not to, directly or indirectly, sell, transfer or otherwise dispose of any business or asset of SpecCo and its consolidated Subsidiaries to any Person that is not a Subsidiary of SpecCo at such time, including by way of a Spin-Off (a "SpecCo Transfer"), unless (i) the Transfer is an Exempted Transfer, (ii) the Transfer would meet both the Minimum EBITDA Condition and the Credit Rating Condition or (iii) the Transfer would meet the Indemnification Condition.

(b) After the Distribution Date, until the End Date or such earlier time as AgCo's obligations pursuant to this Section 4.01 shall be terminated in accordance with Section 4.02, without the prior written consent of the Other Party, AgCo shall not, and shall cause its Subsidiaries not to, directly or indirectly, sell, transfer or otherwise dispose of any business or asset of AgCo and its consolidated Subsidiaries to any Person that is not a Subsidiary of AgCo at such time, including by way of a Spin-Off (an "AgCo Transfer"), unless (i) the Transfer is an Exempted Transfer, (ii) the Transfer would meet both the Minimum EBITDA Condition and the Credit Rating Condition or (iii) the Transfer would meet the Indemnification Condition.

(c) The "Minimum EBITDA Condition" in respect of any Transfer is satisfied if the amount equal to AgCo's or SpecCo's, as applicable, Pro Forma Operating EBITDA (measured at the time of the Transfer, including the effects of such Transfer and any Qualifying Deposit in connection with such Transfer, and any previous Transfer or Qualifying Deposit by or on behalf of AgCo or any of its Subsidiaries or SpecCo or any of its Subsidiaries, as applicable, after the beginning of the Relevant Period) is greater than or equal to SpecCo's or AgCo's, as applicable, Minimum EBITDA (measured at the time of such Transfer, including the effects of such Transfer and any Qualifying Deposit in connection with such Transfer).

(d) The "Credit Rating Condition" in respect of any Transfer is satisfied if there is not related to such Transfer a Below Required Credit Rating Event with respect to AgCo or SpecCo, as applicable.

(e) The "Indemnification Condition" in respect of any Transfer is satisfied if:

(i) the Transfer meets the Assumption Condition and the aggregate fair value of SpecCo's or AgCo's, as applicable, Legacy Liabilities assumed (including pursuant to a contractual indemnity made in favor of the Other Party or a guarantee made in favor of the Other Party's Indemnitees) by the

transferee in such Transfer (or by the Ultimate Parent Entity if such Transfer is by way of a Spin-off), is greater than or equal to the product of (x) the quotient of (i) the Pro Forma Operating EBITDA attributable to the business and assets subject to such Transfer (measured at the time of such Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer) divided by (ii) the Pro Forma Operating EBITDA (measured at the time of the Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer) of SpecCo or AgCo, as applicable, multiplied by (y) the Remaining Aggregate Fair Indemnification Value (measured at the time of such Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer) of SpecCo or AgCo, as applicable; or

(ii) SpecCo or any of its Subsidiaries or AgCo or any of its Subsidiaries, as applicable, effects or makes (or causes to be effected or made) substantially concurrently with the Transfer, a Qualifying Deposit in an amount greater than or equal to (x) the quotient of (i) the Pro Forma Operating EBITDA attributable to the business and assets subject to such Transfer (measured at the time of the Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer) divided by (ii) the Pro Forma Operating EBITDA of SpecCo or AgCo, as applicable, (measured at the time of the Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer) multiplied by (y) the Remaining Aggregate Fair Indemnification Value (measured at the time of the Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer).

(f) For purposes of this Section 4.01 and Section 4.02, the following terms shall have the following meanings:

(i) "Aggregate Fair Indemnification Value", at any time, means the aggregate fair value of the Legacy Liabilities of SpecCo or AgCo, as applicable, as (i) agreed in writing by AgCo or SpecCo, as applicable, and the Other Party or (ii) as determined by the Valuation Expert, absent manifest error or fraud by a Party or its Representatives in delivering Information to the Valuation Expert, provided that, in case of any determination by the Valuation Expert, the Valuation Expert shall take into consideration, among such other factors as it may deem reasonably relevant based on its expertise any pending Notices of Indemnifiable Losses, other Third Party Claims and the value of indemnification rights against other Persons under Contract or applicable law but, for the avoidance of doubt, excluding the value of indemnification rights the relevant Indemnitees may have from any assignment or guaranty of Legacy Liabilities by an Assuming Transferee.

(ii) "Aggregate Indemnification Reduction Quotient" means, at any time, the product of all Tracked Reduction Quotients for AgCo or SpecCo, as applicable, prior to such time.

(iii) "Assuming Transferee" means, with respect to any Transfer, the transferee (or the Ultimate Parent Entity if such Transfer is by way of a Spin-Off) in such Transfer.

(iv) "Assumption Condition" means the condition that is met if (x) in respect of a Transfer that meets both the Minimum EBITDA Condition and the Credit Rating Condition, both of the following conditions are met or (y) in respect of a Transfer that does not meet both the Minimum EBITDA Condition and the Credit Rating Condition, the first condition listed below is met:

(1) the Assuming Transferee in such Transfer agrees in favor of the members of the Other Party's Group (pursuant to a Contract with the Other Party or to which the members of the Other Party's Group are third party beneficiaries of transferee's covenants and obligations described in this Section 4.01) to comply with the provisions of this Section 4.01 from and after the time of such Transfer as if it were AgCo, in case of an AgCo Transfer, or SpecCo, in case of a SpecCo Transfer, (A) other than the references to AgCo and SpecCo in the definitions of "Other Party", "Valuation Expert" and sections (i) and (ii) of "Aggregate Fair Indemnification Value" and (B) substituting (x) the amount equal to (i) the Indemnification Reduction Quotient for such Transfer multiplied by (ii) SpecCo's or AgCo's, as applicable, Minimum EBITDA (measured at the time of such Transfer, prior to giving effect to such Transfer) for the value of Minimum EBITDA and (y) the Legacy Liabilities assumed (including pursuant to a contractual indemnity made in favor of the Other Party or a guarantee made in favor of the Other Party's Indemnitees) by the Assuming Transferee in such Transfer for the definition of Legacy Liabilities.

(2) there is not related to such Transfer a Below Required Rating Event with respect to the Assuming Transferee.

(v) "Below Required Credit Rating Event" means, with respect to any Transfer and AgCo, SpecCo or an Assuming Transferee, as applicable:

(1) if such Person has Rated Indebtedness: that (i) if the Pro Forma Operating EBITDA attributable to the business and assets subject to such Transfer (other than Transfers of all or part of the SpecCo Non-Core Business and excluding any Pro Forma Operating EBITDA attributable thereto) (measured at the time of the Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer) exceeds, in the case of AgCo, the amount set forth for AgCo on Schedule 4.01(f)(v) or in the case of SpecCo, the amount set forth for SpecCo on Schedule 4.01(f)(v), it fails for any of its Rated Indebtedness to obtain a Positive Advisory Rating Opinion in respect of such Transfer prior to the occurrence of such Transfer or (ii) with respect to any other Transfer, any of its Rated Indebtedness is rated below a Required Credit Rating by each of the applicable Rating Agencies that provide a rating of such Rated Indebtedness on any date following public notice of an arrangement that

could result in such Transfer until the end of the sixty (60) day period following public notice of the occurrence of such Transfer (which sixty (60) day period shall be extended so long as the rating of such Rated Indebtedness is under publicly announced consideration for possible downgrade by any of the Rating Agencies to a rating that is below a Required Credit Rating); provided that if it obtains a Positive Advisory Rating Opinion in respect of such Transfer with respect to any of its Rated Indebtedness prior to the occurrence of such Transfer, such Transfer shall be deemed to not result in a Below Required Credit Rating Event with respect to such Rated Indebtedness (although such Transfer may still result in a Below Required Credit Rating Event as a result of any Rated Indebtedness for which it does not so obtain a Positive Advisory Rating Opinion);

(2) if such Person does not have any Rated Indebtedness: that the ratio of such Person's consolidated net liabilities to Pro Forma Operating EBITDA is below (measured at the time of the Transfer, including the effects of such Transfer and any Qualifying Deposit in connection with such Transfer) the applicable ratio that generally would be required by at least two of the Rating Agencies to rate indebtedness of such Person (taking into account the industries in which it operates) with a Required Credit Rating.

(vi) "End Date" means June 1, 2044; provided, that if the Indemnifiable Losses from Actions in respect of Legacy Liabilities to the extent arising out of, related to or resulting from the matters set forth on Schedule 4.01(f)(vi) (the "Tested Liabilities") paid or payable in compliance with the terms of the SDA and this Agreement exceed $10,000,000 in any one of the three (3) immediately preceding consecutive twelve (12) month periods prior to such date, the End Date shall be extended to the date (June 1) that is the first quinquennial anniversary of June 1, 2044, on which the Tested Liabilities paid or payable in compliance with the terms of the SDA and this Agreement do not exceed $10,000,000 in each of the three (3) immediately preceding consecutive twelve (12) month periods prior to such date.

(vii) "Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any Person, and any option, warrant or other right (other than Indebtedness that is convertible into, or exchangeable for, any such equity interest) entitling the holder thereof to purchase or otherwise acquire any such equity interest.

(viii) "Exempted Transfer" means, with respect to any Person, any of the following by such Person or any of its Subsidiaries (i) any direct or indirect sale, transfer or other disposition of assets in the ordinary course of business, (ii) any direct or indirect sale, transfer or other disposition of obsolete inventory and equipment, (iii) any distributions of cash or cash equivalents to its stockholders or its Ultimate Parent Entity and/or (iv) any pro rata distributions and contractually required distributions to other holders of its Equity Interests.

(ix) "Indemnification Account" means, with respect to SpecCo or AgCo, as applicable, (i) any "qualified settlement fund" (as defined in the Internal Revenue Code) established by SpecCo in respect of any potential or actual SpecCo Legacy Liability or established by AgCo in respect of any potential or actual AgCo Legacy Liability and (ii) any account with a trustee or escrow agent, in each case established in accordance with the terms set forth on Schedule 4.01(f)(ix) hereto.

(x) "Indemnification Reduction Quotient" means, with respect to SpecCo or AgCo, as applicable:

(1) for any Transfer meeting the Assumption Condition, an amount equal to the lower of (A) the quotient of (x) the aggregate fair value of the Legacy Liabilities of SpecCo or AgCo, as applicable, assumed (including pursuant to a contractual indemnity made in favor of the Other Party or a guarantee made in favor of the Other Party's Indemnitees) by the transferee in such Transfer (or by the Ultimate Parent Entity if such Transfer is by way of a Spin-Off) (measured at the time of the Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer) divided by (y) the Remaining Aggregate Fair Indemnification Value for SpecCo or AgCo, as applicable (measured at the time of the Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer) and (B) the quotient of (x) the Pro Forma Operating EBITDA attributable to the business and/or assets subject to such Transfer (measured at the time of the Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer) divided by (y) SpecCo's or AgCo's, as applicable, Pro Forma Operating EBITDA (measured at the time of the Transfer, but prior to giving effect to such Transfer and any Qualifying Deposit in connection with such Transfer);

(2) for any Qualifying Deposit by or on behalf of SpecCo or any of its Subsidiaries or AgCo or any of its Subsidiaries, as applicable, an amount equal to the quotient of (x) the amount of such Qualifying Deposit divided by (y) the Remaining Aggregate Fair Indemnification Value of SpecCo or AgCo, as applicable (measured at the time of the SpecCo Qualifying Deposit, but prior to giving effect to such Qualifying Deposit).

(xi) "Legacy Liabilities" means, at any time, with respect to SpecCo or AgCo, as applicable, its indemnification obligations to the Other Party's Indemnitees pursuant to the Separation Agreement, Employee Matters Agreement and/or Tax Matters Agreement, in each case to the extent such obligations relate to a Liability that is (i) in case of SpecCo, a SpecCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liability, SpecCo Group Specified DuPont Discontinued and/or Divested Operations and Business Liability, Specialty Products Related DuPont Discontinued and/or Divested Operations and Business Liability or a Shared Historical DuPont Liability or (ii) in case of AgCo, an AgCo Group Excess DuPont Discontinued

and/or Divested Operations and Business Liability, AgCo Group Specified DuPont Discontinued and/or Divested Operations and Business Liability, Agriculture Products Related DuPont Discontinued and/or Divested Operations and Business Liability or a Shared Historical DuPont Liability.

(xii) "Minimum EBITDA" means:

(1) in respect to SpecCo, (x) $2,500,000,000 multiplied by (y) the larger of (i) SpecCo Aggregate Indemnification Reduction Quotient (for all Transfers and Qualifying Deposits prior to such Transfer and any Qualifying Deposit in connection with such transfer), and (ii) zero (0).

(2) in respect to AgCo, (x) $833,000,000 multiplied by (y) the larger of (i) the AgCo Aggregate Indemnification Reduction Quotient (for all Transfers and Qualifying Deposits prior to such Transfer and any Qualifying Deposit in connection with such transfer), and (ii) zero (0).

(xiii) "Other Party" means with respect to (i) an AgCo Transfer, SpecCo and (ii) a SpecCo Transfer, AgCo; and "Other Party's Group" and "Other Party's Indemnitees" have correlative meanings.

(xiv) "Positive Advisory Rating Opinion" means, with respect to any Transfer and any Rated Indebtedness of AgCo, SpecCo or an Assuming Transferee, as applicable, that (i) it provides each of the applicable Rating Agencies that provides a rating of such Rated Indebtedness with all relevant material information with respect to such Transfer, including the use of the proceeds to be received by it in such Transfer, which information is accurate in all material respects, and (ii) having provided each such Rating Agency with all such information, it obtains a written advisory opinion (following a RAS, RES or similar review by the Rating Agency) from at least two (2) Rating Agencies that such Rated Indebtedness will continue to have a Required Credit Rating following such Transfer and provides the Other Party with a copy of such opinion.

(xv) "Pro Forma Operating EBITDA" means pro forma earnings (i.e. pro forma Income (loss) from continuing operations before income taxes) before interest, depreciation, amortization, non-operating pension / other postemployment benefits ("OPEB") / charges, and foreign exchange gains / losses, excluding the impact of (x) adjusted significant items publicly disclosed as adjustments in reconciliations to GAAP figures and (y) costs historically allocated to the Materials Science Business and/or Agriculture Business (in the case of SpecCo) or the Materials Science Business and/or Specialty Products Business (in the case of AgCo).

(xvi) "Qualifying Deposit" means any deposit of Cash and Cash Equivalents or Marketable Securities by (or on behalf of) any member of the AgCo Group or SpecCo Group, as applicable, into an Indemnification Account.

(xvii) "Rated Indebtedness" means, with respect to AgCo, SpecCo or an Assuming Transferee, as applicable, any of its indebtedness, or of any of its material Subsidiaries, that is rated by one or more of the Rating Agencies.

(xviii) "Rating Agencies" means, with respect to AgCo, SpecCo or an Assuming Transferee, as applicable, (i) any of Fitch, Moody's and S&P or (ii) a credit rating agency registered as a "nationally recognized statistical rating organization" with the SEC and selected by AgCo, SpecCo or the Assuming Transferee, as applicable.

(xix) "Relevant Period" means, at any specific time, the four (4) consecutive fiscal quarter period ending with the end of the most recently completed fiscal quarter for which the financial statements have not ceased to comply with the rules for age of financial statements (regardless of whether such rules are otherwise applicable to such financial statements) pursuant to Section 1200 of the Division of Corporation Finance Financial Reporting Manual or, in the case of a foreign private issuer as determined in accordance with Rule 405 of the Securities Act or Rule 3b-4 of the Exchange Act, Section 6220 of the Division of Corporation Finance Financial Reporting Manual.

(xx) "Remaining Aggregate Fair Indemnification Value", at any time, with respect to AgCo or SpecCo, as applicable, means the product of (x) SpecCo's or AgCo's, as applicable, Aggregate Fair Indemnification Value (measured at such time) multiplied by (y) the larger of (i) AgCo's or SpecCo's, as applicable, Aggregate Indemnification Reduction Quotient (for all Transfers and any Qualifying Deposit by or on behalf of AgCo or any of its Subsidiaries or SpecCo or any of its Subsidiaries, as applicable, prior to such time), and (ii) zero (0).

(xxi) "Required Credit Rating" means a rating equal to or higher than BB+ (or the equivalent) by Fitch, Ba1 (or the equivalent) by Moody's, BB+ (or the equivalent) by S&P, or in each such case, an equivalent rating of any replacement agency for Fitch, Moody's or S&P, as applicable, if such agency is no longer registered as a "nationally recognized statistical rating organization" with the SEC.

(xxii) "SpecCo Non-Core Business" means the assets and business in SpecCo's Non-Core reporting segment as of June 1, 2019 (and natural evolutions thereof that are not, as of June 1, 2019, in one of SpecCo's other reporting segments).

(xxiii) "Spin-Off" with respect to AgCo or SpecCo, as applicable, a distribution of the outstanding common stock of one or more Persons holding any of its business or assets, and/or any of its Subsidiaries, to its common stockholders, or to those of its Ultimate Parent Entity at such time.

(xxiv) "Tracked Reduction Quotient" means, with respect to each Indemnification Reduction Quotient, the value equal to (i) one (1) minus (ii) such Indemnification Reduction Quotient.

(xxv) "Transfer" means AgCo Transfer or SpecCo Transfer, as applicable.

(xxvi) "Ultimate Parent Entity" means, in respect of a Transfer by way of a Spin-off, the ultimate parent entity of the relevant Persons ceasing to be Subsidiaries of AgCo or SpecCo, as applicable.

(xxvii) "Valuation Expert" means an independent valuation expert of national repute reasonably acceptable to AgCo and SpecCo or as determined pursuant to Article X of the SDA.

(xxviii) "Wholly-Owned Subsidiary" means, for any Person, a Subsidiary of such Person of which securities (except for directors' and foreign national qualifying shares) or other ownership interests representing one hundred per cent (100%) of the outstanding Equity Interests are, at the time any determination is being made, owned, controlled (as such term is defined in the SDA) or held by such Person or one or more wholly owned Subsidiaries of such Person or by such Person and one or more wholly owned Subsidiaries of such Person.

Section 4.02 Certain Matters with Respect to Captive Insurance.

(a) From and after the Distribution Date, the Letter Parties shall cooperate in good faith to explore the possibility of, and consider in good faith, one or both of the Letter Parties forming and funding a captive insurance company to provide insurance coverage with respect to Legacy Liabilities (and/or such other liabilities as may be determined by the Letter Parties to be reasonably necessary or prudent at such time). Each of Letter Parties shall, and shall cause their respective Affiliates to, provide reasonable access and Information to the other Letter Party and its Representatives (and any Governmental Agency reasonably required in connection with the formation and funding of such captive insurer) in connection with the foregoing in accordance with Article X of the SDA.

(b) If a Letter Party (the "Forming Party") forms (and funds in compliance with applicable Law) a captive insurance company that has issued an insurance policy to the Forming Party in respect of Liabilities including at least all of the Forming Party's Legacy Liabilities (or such tranches of Legacy Liabilities as the Letter Parties mutually determine in good faith to be reasonably appropriate (with such mutual determination to be evidenced in a written agreement between the Letter Parties)) (the "Qualifying Captive Policy"), then (1) all of the Forming Party's obligations under Section 4.01 shall be deemed terminated from and after such time and (2) any funds held in any Indemnification Account of the Forming Party shall be permitted to be withdrawn. Prior to forming and funding such captive insurance company, obtaining the Qualifying Captive Policy and the selection of an actuary (which actuary shall be mutually agreed by the Forming Party and the Other Applicable Party or, in the event of

a Dispute regarding the selection of such actuary, an actuary of national repute with relevant expertise selected in accordance with Article X of the SDA (without giving effect to the General Negotiation Period with respect to such Dispute) (the "Selected Actuary")), (x) the Forming Party shall consult in good faith with the other Letter Party (the "Other Applicable Party") regarding the formation and funding of such captive insurance company and the terms of the Qualifying Captive Policy, (y) the Forming Party shall provide the Other Applicable Party with a draft of any proposed Qualifying Captive Policy, business plan and other material documentation (including any proposed third party reinsurance policy to be obtained by the captive insurance company) reasonably in advance of any submission to any insurance regulator of competent jurisdiction over such captive insurance company (the "Insurance Regulator") and shall consider in good faith any comments received from the Other Applicable Party, and (z) the Other Applicable Party shall have the right to make presentations and submissions to the Selected Actuary involved in designing the terms of any proposed Qualifying Captive Policy and/or obtaining any required approval from the Insurance Regulator; in addition, the Forming Party and the Other Applicable Party shall implement and agree to measures to maintain and cause to be maintained the confidentiality of Privileged Information and assert and maintain, and cause to be asserted and maintained, all applicable Privileges in any discussions with and submission(s) to any actuary and/or Insurance Regulator(s) and in any communications with each other regarding such matters.

ARTICLE V
ADDITIONAL INDEMNITIES

Section 5.01 SpecCo shall and shall cause the other members of the SpecCo Group to indemnify, defend and hold harmless AgCo (and any of its successors or permitted assigns) from and against any and all Indemnifiable Losses of the AgCo Indemnitees arising out of or resulting from the making of any claim, demand or offset, or commencement of any Action asserting any claim, demand or offset, including any claim for indemnification by any SpecCo Indemnitee against AgCo (or its applicable successor or permitted assigns) for any "Indemnifiable Losses" (as defined in the SDA prior to giving effect to this Agreement) that would not constitute "Indemnifiable Losses" under the SDA (and, in the case of Article III of this Agreement, the EMA) had the SDA (and, in the case of Article III of this Agreement, the EMA) been initially entered into as of the Effective Time in form and substance reflecting the terms of this Agreement (including, without limitation, any such claims premised on any argument that any SpecCo Indemnitee is not bound by this Agreement).

Section 5.02 AgCo shall and shall cause the other members of the AgCo Group to indemnify, defend and hold harmless SpecCo (and any of its successors or permitted assigns) from and against any and all Indemnifiable Losses of the SpecCo Indemnitees arising out of or resulting from the making of any claim, demand or offset, or commencement of any Action asserting any claim, demand or offset, including any claim for indemnification by any AgCo Indemnitee against SpecCo (or its applicable successor or permitted assigns) for any "Indemnifiable Losses" (as defined in the SDA prior to giving effect to this Agreement) that would not constitute "Indemnifiable Losses" under the SDA (and, in the case of Article III of this Agreement, the EMA) had the SDA (and, in the case of Article III of this Agreement, the EMA) been initially entered into as of the Effective Time in form and substance reflecting the terms of this Agreement (including, without limitation, any such claims premised on any argument that any AgCo Indemnitee is not bound by this Agreement).

ARTICLE VI
MISCELLANEOUS.

Each of the Letter Parties agrees on behalf of itself and the other members of its Group:

Section 6.01 Entire Agreement. This Agreement, including the Appendices hereto, and the SDA, including the Exhibits and Schedules thereto, shall constitute the entire agreement between the Letter Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter.

Section 6.02 Each of the Letter Parties agrees on behalf of itself and the other members of its Group:

(a) not to bring any Action against, or send any Dispute Notice to, any member of the SpecCo Group or AgCo Group, respectively, that would be inconsistent with the agreements and covenants set forth herein;

(b) in any matter between (or on behalf of, or in respect of) a member of the AgCo Group, on the one hand, and the SpecCo Group, on the other hand, (i) to treat the SDA and the schedules thereto as having been formally amended, modified and/or supplemented as set forth herein and (ii) not to assert that the SDA or schedules thereto have not been so amended, modified and/or supplemented (including due to the absence of MatCo as a party to this Agreement);

(c) that they have waived any provision of the SDA that otherwise would or could operate to restrict or limit the effectiveness of this Agreement including, without limitation, any provision that would require MatCo to be a party to this Agreement; and

(d) that, in the event of any conflict between this Agreement and the SDA, this Agreement shall control.

Section 6.03 MatCo Parties; Third Party Beneficiaries.

(a) Nothing contained herein shall be construed as modifying or limiting any right, remedy or obligation any MatCo Party or Third-Party Beneficiary has under the SDA (provided, however, such claims may be subject to indemnification as between the Letter Parties pursuant to Article V, above), and provided further that the rights of certain Third Party Beneficiaries are expanded to the extent expressly set forth in Section 6.03(b) of this Agreement).

(b) Except (i) any provisions of this Agreement that modify or supplement Article VIII of the SDA, Section 11.2 of the SDA and/or Section 11.8 of the SDA (including by modifying or supplementing the definitions of “Agriculture Liabilities” and/or “Specialty Products Liabilities”), to each of which the AgCo Group Indemnitees and SpecCo

Group Indemnitees are third party beneficiaries (subject to any termination of Section 4.01 in accordance with Section 4.02), and (ii) any provisions of this Agreement that modify Section 9.8 of the SDA to which Historical DuPont Counsel is a third party beneficiary, this Agreement is solely for the benefit of, and is only enforceable by, the Letter Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

Section 6.04 Schedules and Appendices. The Schedules and Appendices shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Schedules or Appendices constitutes an admission of any Liability or obligation of any member of the SpecCo Group or the AgCo Group or any of their respective Affiliates to any third party (including any member of the MatCo Group), nor, with respect to any third party (including any member of the MatCo Group), an admission against the interests of any member of the SpecCo Group or the AgCo Group or any of their respective Affiliates. The inclusion of any item or Liability or category of item or Liability on any Schedule or Appendix is made solely for purposes of allocating potential Liabilities among the Letter Parties and shall not be deemed as or construed to be an admission that any such Liability exists.

Section 6.05 Incorporation of Certain Provisions of the SDA by Reference. The provisions of Sections 10 (Dispute Resolution), 12.3 (Counterparts), 12.7 (Waivers), 12.8 (Amendments), 12.9 (Assignment) (as modified by Section 4.01 of this Agreement), 12.10 (Successors and Assigns), 12.13 (No Circumvention), 12.14 (Subsidiaries), 12.16 (Title and Headings), 12.18 (Governing Law), 12.19 (Specific Performance), 12.20 (Severability), 12.21 (No Duplication, No Double Recovery) of the SDA shall apply *mutatis mutandis* as if such provisions were set forth in full herein, provided, however, that any reference to **"**Parties**"** in such provisions, shall mean, when applied to this Agreement, the Letter Parties.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Letter Parties have executed this agreement as of the date first above written.

DOWDUPONT INC.

By: /s/ Jeanmarie F. Desmond
Name: Jeanmarie F. Desmond
Title: Chief Financial Officer

CORTEVA, INC.

By: /s/ Gregory R. Friedman
Name: Gregory R. Friedman
Title: Executive Vice President, Chief Financial Officer

Exhibit 10.3

AMENDED & RESTATED TAX MATTERS AGREEMENT

by and among

DOWDUPONT INC.,

DOW INC.,

and

CORTEVA, INC.,

dated as of June 1, 2019

AMENDED & RESTATED TAX MATTERS AGREEMENT

This AMENDED & RESTATED TAX MATTERS AGREEMENT (the "Agreement"), dated as of June 1, 2019, is entered into by and among DOWDUPONT INC., a Delaware corporation, DOW INC., a Delaware corporation and a wholly-owned subsidiary of DowDuPont, and CORTEVA, INC., a Delaware corporation and a wholly-owned subsidiary of DowDuPont.

W I T N E S S E T H

WHEREAS, on August 31, 2017, pursuant to that certain Agreement and Plan of Merger dated as of December 11, 2015 (as amended as of March 31, 2017), Diamond Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of DowDuPont, merged with and into TDCC with TDCC continuing as the surviving corporation and a wholly-owned subsidiary of DowDuPont and Orion Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of DowDuPont, merged with and into DuPont with DuPont continuing as the surviving corporation and a subsidiary of DowDuPont (the "Mergers");

WHEREAS, the board of directors of DowDuPont has determined that it is in the best interests of DowDuPont and its shareholders to separate DowDuPont into three separate, publicly traded, companies one for each of (i) the Material Science Business, which shall be owned and conducted, directly or indirectly, by Dow and its Subsidiaries, (ii) the Agriculture Business which shall be owned and conducted, directly or indirectly, by AgCo and its Subsidiaries, and (iii) the Specialty Products Business, which shall be owned and conducted, directly or indirectly, by SpecCo and its Subsidiaries (collectively, the "Intended Business Separations");

WHEREAS**,** in connection with the Intended Business Separations, DowDuPont, Dow and Corteva entered into that certain Separation and Distribution Agreement effective as of April 1, 2019, requiring each party to undertake, or cause its subsidiaries to undertake, certain actions to accomplish the Intended Business Separations;

WHEREAS, in order to effect the Intended Business Separations, DowDuPont has directed its subsidiaries to undertake, and the subsidiaries have undertaken and are undertaking certain internal reorganizations in order to separate the operations and entities engaged in each of the businesses;

WHEREAS, effective as of 5:00 p.m. on April 1, 2019, DowDuPont completed the distribution of Dow to the holders of DowDuPont common stock by way of a pro rata dividend of all of the then issued and outstanding shares of common stock, par value $0.01 per share, of Dow (the "Dow Distribution");

WHEREAS, DowDuPont, pursuant to the terms of the Separation Agreement, expects to complete the distribution of AgCo to the holders of DowDuPont common stock by way of a pro rata dividend of all of the then-issued and outstanding shares of common stock, par value $0.01 per share, of AgCo (the "AgCo Distribution");

WHEREAS, the Parties intend that the Transactions shall qualify as tax-free transactions under Sections 355, 368 and related provisions of the Code;

WHEREAS, the Parties entered into that certain Tax Matters Agreement effective as April 1, 2019 (the "Original Agreement");

WHEREAS, the Parties wish to amend and restate the Original Agreement in its entirety in the form of this Agreement; and

WHEREAS, the Parties wish to (a) provide for the payment of Tax liabilities and entitlement to Refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and provide for certain other matters relating to Taxes, including for periods following the Mergers and prior to the Dow Distribution, and (b) set forth certain covenants and indemnities relating to the preservation of the intended Tax treatment of the internal reorganizations and the Transactions.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein and in any other document executed in connection with this Agreement, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 For purposes of this Agreement, the following terms shall have the meanings set forth below:

"2017 965 Discount Percentage" shall mean 88.7% "2018 965 Discount Percentage" shall mean 85.5%.

"965 Adjustment Amount" shall mean, with respect to a Sub-Group and a U.S. federal income tax year of the DowDuPont U.S. Consolidated Group, a number which may be positive or negative, equal to (i) the Pro Forma Section 965 Tax Liability for such Sub-Group for such tax year, less (ii) the Unadjusted Section 965 Tax Liability for such Sub-Group for such tax year.

"Actual Tax Payments" shall mean, with respect to a Sub-Group and a U.S. federal income tax year of the DowDuPont U.S. Consolidated Group, the sum of the payments made by a Party (and TDCC) that is a member of such Sub-Group or its Subsidiaries (as determined at the time of such payment) with respect to such tax year, (i) to the IRS, (ii) as tax sharing payments to DowDuPont as agent for the DowDuPont U.S. Consolidated Group, and/or (iii) to another Party for U.S. federal income Taxes allocated to the paying Party under Section 2.1(a)(iv)-(xi), Section 2.1(b)(iv)-(x), Section 2.1(c)(iii)-(vii), or Section 2.1(d)(iii)-(vi). For the avoidance of doubt, without duplication of any amounts included in clauses (i)-(iii) of this definition, Actual Tax Payments shall include those amounts reflected on Exhibit D that are designated as payments for U.S. federal Consolidated Taxes.

"AgCo" shall mean Corteva, Inc. and any successor of AgCo that is required to assume the obligations of AgCo hereunder pursuant to Section 9.10.

"AgCo Contribution" shall mean any contribution to AgCo by DowDuPont in connection with, or in anticipation of, the AgCo Distribution.

"AgCo Disqualifying Action" shall mean (i) any action by an AgCo Entity after the AgCo Distribution that, or the failure to take any action after the AgCo Distribution within its control which, negates in whole or part the Tax-Free Status of the Transactions, (ii) any event or series of events following the AgCo Distribution, as a result of which any Person or Persons (directly or indirectly) acquire, or have the right to acquire, equity interests of AgCo that, when combined with any other changes in ownership of equity interests of AgCo, TDCC (prior to the Dow Distribution), DowDuPont (prior to the AgCo Distribution) or DuPont, causes the Dow Distribution or the AgCo Distribution to be a taxable event to DowDuPont as a result of the application of Section 355(e) of the Code or to be a taxable event as a result of a failure to satisfy the requirements described under Treasury Regulation Sections 1.355-2(c) or (d), or (iii) the failure of any representation made by AgCo and contained in the Tax Materials to be true and correct at the time made to the extent the underlying facts were uniquely within the knowledge of an AgCo Entity at the time the representation was made.

"AgCo Distribution" shall have the meaning given in the Recitals. "AgCo Distribution Date" shall mean the date of the AgCo Distribution.

"AgCo Distribution Taxes" shall mean Taxes attributable to the AgCo Contribution and the AgCo Distribution.

"AgCo Dow Cash Repatriation Taxes" shall mean, with respect to each applicable jurisdiction, any Taxes (including an amount of cash equal to the Taxes that would be due on any dividend, distribution, payment, disbursement or other repatriation described in his definition, but which dividend, distribution, payment, disbursement or other repatriation is not permitted to be made on or prior to December 31, 2020 as a result of any restriction under applicable Law (including distributable reserve or surplus requirements, exchange controls, and other similar requirements) on the making of such dividend, distribution, payment, disbursement or other repatriation) incurred by AgCo or any Subsidiary of AgCo on the dividend, distribution, payment, disbursement or other repatriation (including by multiple payments through intermediary entities) on or prior to December 31, 2020, acting reasonably to minimize any such Taxes, of an amount of cash equal to the Qualifying Historical Dow AgCo Closing Cash with respect to the jurisdiction (provided, that the amount of Qualifying Historical Dow AgCo Closing Cash for all jurisdictions shall not exceed the Aggregate Qualifying Historical Dow AgCo Closing Cash, and, in the event that it would otherwise so exceed the Aggregate Qualifying Historical Dow AgCo Closing Cash (the amount of such excess, the "AgCo Aggregate Excess Cash Amount"), the Qualifying Historical Dow AgCo Closing Cash for the jurisdictions shall be decreased in a manner that minimizes, to the fullest extent possible, the AgCo Dow Cash Repatriation Taxes, with the result that, after such decreases, the sum of the Qualifying Historical Dow AgCo Closing Cash for all jurisdictions equals the Aggregate Qualifying Historical Dow AgCo Closing Cash), from all Subsidiaries of AgCo incorporated or otherwise organized in such jurisdiction, to AgCo or any Subsidiaries of AgCo organized under

the laws of the United States or any state thereof. Notwithstanding the foregoing, no amount shall be considered included in the definition of AgCo Dow Cash Repatriation Taxes unless notice of such amounts has been provided to Dow (in the manner provided in this Agreement) on or prior to December 31, 2020. To the extent that there is either an AgCo Aggregate Excess Cash Amount or the Cash and Cash Equivalents for any jurisdiction exceed the maximum amount set forth for such jurisdiction on Schedule 1.1(243) of the Separation Agreement to be treated as Qualifying Historical Dow AgCo Closing Cash (the amount of such excess, the "AgCo Jurisdictional Excess Cash Amount") the amount of AgCo Dow Cash Repatriation Taxes shall be reduced by an amount equal to (i) the sum of (A) the AgCo Aggregate Excess Cash Amount *plus* (B) the sum of the AgCo Jurisdictional Excess Cash Amount for each applicable jurisdiction *minus* (ii) the incremental amount that would have been treated as AgCo Dow Cash Repatriation Taxes if there was no reduction for the AgCo Aggregate Excess Cash Amount and the sum of the AgCo Jurisdictional Excess Cash Amount for each applicable jurisdiction was treated as Qualifying Historical Dow AgCo Closing Cash.

"AgCo Entities" shall mean AgCo and its Subsidiaries.

"AgCo Integration Taxes" shall mean Taxes attributable to AgCo Integration Transactions.

"AgCo Integration Transactions" shall mean the transfer of Realigned Dow Entities from DowDuPont to DuPont, AgCo or any of their Subsidiaries (as determined at the time of such transfer).

"AgCo Only Entity" shall mean any AgCo Entity, for the Tax Period(s) or portions thereof during which such AgCo Entity conducts no material business and owns no material assets, in each case, (x) intended to be transferred to SpecCo and its Subsidiaries or (y) otherwise related to the Specialties Products Business.

"AgCo Percentage" shall be the DowDuPont Percentage less the SpecCo Percentage.

"AgCo Vice President of Tax" shall mean Christian Pirozek, or such other individual employed by AgCo with primary supervisory responsibility for Tax matters.

"Aggregate Adjustment Payment" shall mean a number, which may be positive or negative, equal to the sum of (i) the product of (A) the Undiscounted Annual Payment Amount for the 2017 U.S. federal income tax year of DowDuPont and (B) the 2017 965 Discount Percentage, (ii) the product of (A) the Undiscounted Annual Payment Amount for the 2018 U.S. federal income tax year of DowDuPont and (B) the 2018 965 Discount Percentage, and (iii) the Undiscounted Annual Payment Amount for the 2019 U.S. federal income tax year of DowDuPont.

"Agreement" shall have the meaning given in the Preamble.

"Agriculture Attributable Obligations" shall mean all of the liabilities and obligations of DowDuPont under this Agreement arising from or relating to:

(a) any U.S. federal, state or local Consolidated Taxes allocated to DuPont Entities imposed as a result of an audit, amended Tax Return or other Tax Proceeding, for any taxable period (or portion thereof) ending on or before the Merger Date, other than any such Taxes included in the definition of Specialties Attributable Obligations;

(b) the product of (i) 40% and (ii) any U.S. federal, state or local Consolidated Taxes allocated to DuPont Entities imposed as a result of an audit, amended Tax Return or other Tax Proceeding, for a taxable period (or portion thereof) beginning after the Merger Date and ending on or before the AgCo Distribution Date, to the extent (without duplication) that any such Taxes are neither primarily attributable to the Specialties Products Business nor incurred by a SpecCo Only Entity;

(c) any U.S. state or local Taxes (other than Consolidated Taxes) of AgCo Entities for taxable periods or portions thereof during which such entities were AgCo Only Entities;

(d) any U.S. state or local Taxes (other than Consolidated Taxes) of AgCo Entities (for periods or portions thereof during which such entities were not AgCo Only Entities) imposed as a result of an audit, amended Tax Return or other Tax Proceeding, other than any such Taxes included in the definition of Specialties Attributable Obligations;

(e) the product of (i) 40% and (ii) any U.S. state or local Taxes (other than Consolidated Taxes) of SpecCo Entities (for periods or portions thereof during which such entities were not SpecCo Only Entities) imposed as a result of an audit, amended Tax Return or other Tax Proceeding, for periods or portions thereof prior to the AgCo Distribution;

(f) 50% of any Taxes imposed as a result of an audit, amended Tax Return or other Tax Proceeding, for any taxable period (or portion thereof of) ending on or before to the AgCo Distribution Date with respect to DuPont do Brasil S.A. to the extent arising from items set forth on Exhibit M;

(g) any foreign Taxes of any AgCo Entity (in the case of foreign Consolidated Taxes, allocated to an AgCo Entity in accordance with Section 2.2(c)) for taxable periods during which such entity was an AgCo Only Entity except to the extent such Taxes are with respect to DuPont do Brasil S.A. to the extent arising from items set forth on Exhibit M;

(h) any foreign Taxes of any AgCo Entity (in the case of foreign Consolidated Taxes, allocated to such AgCo Entity in accordance with Section 2.2(c)) for a taxable period (or portion thereof) ending on or before the AgCo Distribution Date and during which such AgCo Entity was a Mixed Entity except to the extent such Taxes are described in Specialties Attributable Obligations;

(i) 30% of any foreign Taxes of any SpecCo Entity (in the case of foreign Consolidated Taxes, allocated to such SpecCo Entity in accordance with Section 2.2(c)) for a taxable period (or portion thereof) ending on or before the AgCo Distribution Date and during which such SpecCo Entity was a Mixed Entity to the extent that the total foreign Taxes for such taxable period exceed $10,000,000 (measured on a calendar year by calendar year basis, and including any such Taxes for a taxable period not ending on December 31st in the calendar year in which such taxable period ends);

(j) 30% of any amounts payable to Dow with respect to foreign Taxes described in Section 2.1(b)(ii)(B);

(k) DuPont Authorization Policy Actions on pages 1-19 and 22 of Exhibit B and any DuPont Authorization Policy Actions not on Exhibit B and primarily attributable to the Agriculture Business;

(l) 40% of any obligation of DowDuPont to Dow pursuant to Section 2.5(c)-(d) of this Agreement;

(m) the product of (i) 40% and (ii) the amount of any payments for U.S. federal consolidated income Taxes of DowDuPont for the taxable year ending December 31, 2018 required to be made by DowDuPont upon the initial filing of the Tax Return for such period, in excess of the amounts already paid as of the date hereof, by DowDuPont and its Subsidiaries;

(n) 40% of any payments for U.S. state and local Consolidated Taxes of DowDuPont for the taxable year ended December 31, 2018, and the portion of the taxable year beginning January 1, 2019 and ending on the AgCo Distribution Date required to be made by DowDuPont upon the initial filing of the Tax Return for each such period, in each case, in excess of the amounts already paid as of the date hereof, by DowDuPont and its Subsidiaries, for U.S. state and local Consolidated Taxes for such taxable period; and

(o) 40% of any other liabilities and obligations of DowDuPont arising under this Agreement not otherwise allocated pursuant to this Agreement, not described in clauses (a)-(n) of this definition of Agriculture Attributable Obligations, and not described in clauses (a)-(m) of the definition of Specialties Attributable Obligations.

For purposes of this definition, the term “Consolidated Taxes” shall include Taxes reported and paid by a group of Persons reporting and paying Taxes on a consolidated, combined or unitary tax basis that includes both AgCo Entities and SpecCo Entities. Notwithstanding the foregoing, no Tax shall be included in clauses (b)(ii), (e)(ii) or (m)(ii) of this definition for a given taxable period, unless and to the extent that the total amount of all such U.S. federal, state and local Taxes imposed as a result of an audit, amended Tax Return or other Tax Proceeding (or, in the case of clause (m)(ii), Taxes required to be paid) for such taxable period, determined without regard to this sentence, exceeds $25,000,000 (measured on a calendar year by calendar year basis, and including any such Taxes for a taxable period not ending on December 31st in the calendar year in which such taxable period ends). Notwithstanding the foregoing, for purposes of computing the payments required with respect to the filing of the consolidated U.S. federal income tax returns for the portion of the taxable year beginning January 1, 2019 and ending on the AgCo Distribution Date, an amount shall be considered an Agriculture Attributable Obligation equal to the product of (i) 40% and (ii) the excess, if any, of (A) the amount of any payments for U.S. federal consolidated income Taxes of DowDuPont for the portion of the taxable year beginning January 1, 2019 and ending on the AgCo Distribution Date required to be made by DowDuPont, *minus* (B) the amounts of such Taxes already paid as of the date hereof, by DowDuPont and its Subsidiaries for the 2019 taxable year.

"Agriculture Business" shall have the meaning set forth in the Separation Agreement.

"Authorization Policy" shall mean the Authorization Policy as defined in the resolutions of the board of directors of DowDuPont adopted on August 31, 2017.

"Code" shall mean the United States Internal Revenue Code of 1986, as amended.

"Consolidated Group" shall mean a group of Persons reporting and paying Taxes on a consolidated, combined or unitary tax basis that includes both Dow Entities and DuPont Entities.

"Consolidated Taxes" shall mean Taxes reported and paid by a Consolidated Group.

"Continuing Arrangements" shall have the meaning set forth in the Separation Agreement.

"Deferred Items" shall mean any (i) "intercompany transactions" in respect of which gain was and continues to be deferred pursuant to Treasury Regulations Section 1.1502-13, (ii) "excess loss account" in respect of the stock of any Realigned Entity pursuant to Treasury Regulations Section 1.1502-19, (iii) other item similar to those listed above under analogous provisions of federal, state, local or foreign law, or (iv) prepaid amount to the extent not yet included in income.

"Identified Selected Dow Intercompany Account" shall mean the Selected Dow Intercompany Accounts listed on Exhibit L hereto.

"Dispute Resolution Firm" shall have the meaning given in Section 8.1.

"Disqualifying Action" shall mean an AgCo Disqualifying Action, a Dow Disqualifying Action, a DowDuPont Disqualifying Action or a SpecCo Disqualifying Action.

"Distribution Taxes" shall mean any AgCo Distribution Taxes or Dow Distribution Taxes.

"Dow" shall mean Dow Inc. and any successor to Dow that is required to assume the obligations of Dow hereunder pursuant to Section 9.10.

"Dow Authorization Policy Actions" shall mean transactions or conduct undertaken pursuant to TDCC's exercise of the authority granted to it in the Authorization Policy to control the operations of the Material Science Business conducted by DuPont and its Subsidiaries that (i) were in violation of applicable law, (ii) were not at arms' length terms or (iii) are set forth on Exhibit A hereto.

"Dow Chief Tax Officer" shall mean the Chief Tax Officer of Dow which position is currently held by Beth Nicholas.

"Dow Contribution" shall mean any contribution to Dow by DowDuPont in connection with, or in anticipation of, the Dow Distribution.

"Dow Deferred Items" shall mean Deferred Items of a Realigned Dow Entity to the extent existing on the Realignment Date with respect to such Realigned Dow Entity (including, for the avoidance of doubt, any Deferred Items of an entity classified as a partnership or disregarded entity for U.S. federal income tax purposes and owned directly or through other such flow-through entities by a Realigned Dow Entity on the Realignment Date).

"Dow Disqualifying Action" shall mean (i) any action by a Dow Entity following the Dow Distribution that, or the failure to take any action following the Dow Distribution within its control which, negates in whole or part the Tax-Free Status of the Transactions, (ii) any event or series of events following the Dow Distribution, as a result of which any Person or Persons (directly or indirectly) acquire, or have the right to acquire, equity interests of Dow that, when combined with any other changes in ownership of equity interests of Dow, TDCC, DowDuPont (prior to the Dow Distribution) or DuPont (prior to the Dow Distribution), causes the Dow Distribution or the AgCo Distribution to be a taxable event to DowDuPont as a result of the application of Section 355(e) of the Code or to be a taxable event as a result of a failure to satisfy the requirements described under Treasury Regulation Sections 1.355-2(c) or (d), or (iii) the failure of any representation made by Dow or TDCC and contained in the Tax Materials to be true and correct at the time made to the extent the underlying facts were uniquely within the knowledge of a Dow Entity at the time the representation was made.

"Dow Distribution" shall have the meaning given in the Recitals.

"Dow Distribution Date" shall mean the date of the Dow Distribution.

"Dow Distribution Taxes" shall mean Taxes attributable to the Dow Contribution and the Dow Distribution.

"Dow Entities" shall mean Dow, TDCC and their Subsidiaries as of a relevant time, and Realigned DuPont Entities after Realignment with respect to each such entity.

"Dow Integration Taxes" shall mean Taxes attributable to Dow Integration Transactions.

"Dow Integration Transactions" shall mean the transfer of Realigned DuPont Entities from DowDuPont to Dow, TDCC or their Subsidiaries (as determined at the time of such transfer).

"Dow Intercompany Indemnity Cap" shall mean $200,000,000.

"Dow Percentage" shall mean the quotient, expressed as a percentage, of (i) the VWAP of the Dow common stock, *divided by* (ii) the sum of (A) the VWAP of the Dow common stock and (B) the VWAP of the DowDuPont common stock.

"Dow Realignment Taxes" shall mean (i) Taxes resulting from Dow Realignment Transactions, (ii) the product of (A) seventy-five percent, expressed as a decimal (75% or 0.75), and (B) the sum of (I) any Taxes resulting from transactions undertaken, on or prior to December 31, 2020, to maintain (including by the making of regular payments under) or settle, by means of cash payments, a dividend, capital contribution, a combination of the foregoing, or otherwise, as determined by DowDuPont, AgCo, or SpecCo, as applicable, the balance of the unpaid principal of, and accrued but unpaid interest on, any Historical Dow Selected Intercompany Accounts (other than the Identified Selected Dow Intercompany Accounts) not settled prior to Realignment to the extent such balance is reflected on Schedule 2.3(b)(2) of the Separation Agreement and (II) any Taxes due on any dividend, distribution or other transfer of cash, on or prior to December 31, 2020, used to settle or repay the balances of any Historical Dow Selected Intercompany Accounts described in clause (I) to DowDuPont, AgCo, or SpecCo, or any of their Subsidiaries organized in the United States, as applicable, and (iii) the sum of (A) any Taxes resulting from transactions undertaken to maintain (including by the making of regular payments under) or settle, by means of cash payments, a dividend, capital contribution, a combination of the foregoing, or otherwise, as determined (subject to Section 4.6(a) and Section 4.6(f), as applicable) by DowDuPont, AgCo, or SpecCo, as applicable, (y) the Identified Selected Dow Intercompany Accounts and (z) if such transaction is undertaken on or prior to December 31, 2020, the balance of the unpaid principal of, and accrued but unpaid interest on, any Historical Dow Selected Intercompany Accounts (other than the Identified Selected Dow Intercompany Accounts) not settled prior to Realignment to the extent the balance of such Historical Dow Selected Intercompany Account exceeds the balance, if any, for such Historical Dow Selected Intercompany Account reflected on Schedule 2.3(b)(2) of the Separation Agreement and (B) the sum of any Taxes due (1) on any dividend, distribution or other transfer of cash, on or prior to December 31, 2020, used to settle or repay any Historical Dow Selected Intercompany Accounts described in clause (z) of the preceding clause (A) and (2) on any dividend, distribution or other transfer of cash used to settle or repay the Identified Selected Dow Intercompany Accounts, in each case, to DowDuPont, AgCo, or SpecCo, or any of their Subsidiaries organized in the United States, as applicable.

"Dow Realignment Transactions" shall mean transactions (i) undertaken by TDCC and its Subsidiaries, or Dow and its Subsidiaries, (A) to separate the Agriculture Business, the Specialty Products Business and the Material Science Business (B) that cause a Historic Dow Entity to become a Realigned Dow Entity or (C) as a "Receiving Party" (as defined in the Intellectual Property Cross-License Agreements to which Dow or TDCC is a party) pursuant to Section 2.7 of either of such Intellectual Property Cross-License Agreements in respect of any intellectual property held by a Historic Dow Entity, or (ii) undertaken by DowDuPont, SpecCo or AgCo, or any of their Subsidiaries pursuant to Section 2.6(a)(ii) of the Separation Agreement in respect of any Materials Business Asset held by a Realigned Dow Entity.

"DowDuPont" shall mean DowDuPont Inc. and any successor to DowDuPont that is required to assume the obligations of DowDuPont hereunder pursuant to Section 9.10.

"DowDuPont Disqualifying Action" shall mean (i) any action by a DowDuPont Entity during the period beginning after the Dow Distribution and ending with the AgCo Distribution that, or the failure to take any action during such period within its control which,

negates in whole or part the Tax-Free Status of the Transactions, (ii) any event or series of events following the Dow Distribution, as a result of which any Person or Persons (directly or indirectly) acquire, or have the right to acquire, equity interests of DowDuPont that, when combined with any other changes in ownership of equity interests of DowDuPont, TDCC (prior to the Dow Distribution) or DuPont, causes the Dow Distribution to be a taxable event to DowDuPont as a result of the application of Section 355(e) of the Code or to be a taxable event as a result of a failure to satisfy the requirements described under Treasury Regulation Sections 1.355-2(c) or (d), or (iii) the failure of any representation made by DuPont or DowDuPont and contained in the Tax Materials to be true and correct at the time made to the extent the underlying facts were uniquely within the knowledge of a DowDuPont Entity at the time the representation was made.

"DowDuPont Entities" shall mean DowDuPont and its Subsidiaries.

"DowDuPont Percentage" shall mean one hundred percent (100%) *minus* the Dow Percentage.

"Due Date" shall mean (i) with respect to a Tax Return, the date (taking into account all valid extensions) on which such Tax Return is required to be filed under applicable law and (ii) with respect to a payment of Taxes, the date on which such payment is required to be made to avoid the incurrence of interest, penalties and/or additions to Tax.

"DuPont" shall mean E. I. du Pont de Nemours and Company.

"DuPont Authorization Policy Actions" shall mean transactions or conduct undertaken pursuant to DuPont's exercise of the authority granted to it in the Authorization Policy to control the operations of the Agriculture Business and the Specialty Products Business conducted by TDCC and its Subsidiaries that either (i) were in violation of applicable law, (ii) were not at arms' length terms or (iii) are set forth on Exhibit B hereto.

"DuPont Deferred Items" shall mean Deferred Items of a Realigned DuPont Entity to the extent existing on the Realignment Date with respect to such Realigned DuPont Entity (including, for the avoidance of doubt, any Deferred Items of an entity classified as a partnership or disregarded entity for U.S. federal income tax purposes and owned directly or through other such flow-through entities by a Realigned DuPont Entity on the Realignment Date).

"DuPont Entities" shall mean (i) DuPont and its Subsidiaries as of a relevant time, and (ii) any other Subsidiaries of DowDuPont as of a relevant time, including Realigned Dow Entities after Realignment with respect to each such entity.

"DuPont Intercompany Indemnity Cap" shall mean $200,000,000.

"DuPont Realignment Taxes" shall mean (i) Taxes resulting from DuPont Realignment Transactions, (ii) the product of (A) seventy-five percent, expressed as a decimal (75% or 0.75), and (B) the sum of (I) any Taxes resulting from transactions undertaken, on or prior to December 31, 2020, to maintain (including by the making of regular payments under) or settle, by means of cash payments, a dividend, capital contribution, a combination of the

foregoing, or otherwise, as determined by Dow, the balance of the unpaid principal of, and accrued but unpaid interest on, any Historical DuPont Selected Intercompany Accounts not settled prior to Realignment to the extent such balance is reflected on Schedule 2.3(b)(2) of the Separation Agreement and (II) any Taxes due on any dividend, distribution or other transfer of cash, on or prior to December 31, 2020, used to settle or repay the balances of any Historical DuPont Selected Intercompany Accounts described in clause (I) to Dow or any of its Subsidiaries organized in the United States, as applicable, and (iii) the sum of (A) any Taxes resulting from transactions undertaken, on or prior to December 31, 2020, to maintain (including by the making of regular payments under) or settle, by means of cash payments, a dividend, capital contribution, a combination of the foregoing, or otherwise, as determined (subject to Section 4.6(a)) by Dow, the balance of the unpaid principal of, and accrued but unpaid interest on, any Historical DuPont Selected Intercompany Accounts not settled prior to Realignment to the extent the balance of such Historical DuPont Selected Intercompany Account exceeds the balance, if any, for such Historical DuPont Selected Intercompany Account reflected on Schedule 2.3(b)(2) of the Separation Agreement and (B) any Taxes due on any dividend, distribution or other transfer of cash, on or prior to December 31, 2020, used to settle or repay any Historical DuPont Selected Intercompany Accounts described in the preceding clause (A) to Dow, or any of its Subsidiaries organized in the United States, as applicable.

"DuPont Realignment Transactions" shall mean transactions (i) undertaken by DuPont and its Subsidiaries to (A) separate the Material Science Business from the Specialty Products Business and the Agriculture Business or (B) that cause a Historic DuPont Entity to become a Realigned DuPont Entity, (ii) undertaken by DowDuPont, SpecCo or AgCo, or any of their respective Subsidiaries as a "Receiving Party" (as defined in the Intellectual Property Cross-License Agreements to which Dow or TDCC is a party) pursuant to Section 2.7 of either of such Intellectual Property Cross-License Agreements in respect of any intellectual property held by a Historic DuPont Entity, or (iii) undertaken by Dow or its Subsidiaries pursuant to either Section 2.6(a)(i) or Section 2.6(a)(iii) of the Separation Agreement in respect of any Agriculture Asset or Specialty Products Asset held by a Realigned DuPont Entity.

"DuPont Vice President of Tax" shall mean Mary Van Veen, or, after the Ag Distribution, the SpecCo Vice President of Tax.

"Election Adjustment Taxes" shall mean U.S. federal income Taxes of DuPont for taxable periods beginning on or after the AgCo Distribution Date imposed as a result of adjustments under Section 481 of the Code resulting from DuPont's election not to apply the LIFO method of inventory accounting on its 2018 U.S. federal income tax return.

"Employee Matters Agreement" shall mean that certain Employee Matters Agreement entered into by and among Dow, DowDuPont and AgCo.

"Equity Transfer Party" has the meaning set forth in Section 2.3.

"Extraordinary Transaction" shall mean any action that is not in the ordinary course of business, but shall not include any action that is undertaken in connection with Realignment or the Transactions.

"Final Determination" shall have the meaning given to the term "determination" by Section 1313 of the Code with respect to United States federal Tax matters and with respect to foreign, state and local Tax matters Final Determination shall mean any final settlement with a relevant Tax Authority that does not provide a right to appeal or any final decision by a court with respect to which no timely appeal is pending and as to which the time for filing such appeal has expired.

"Historic Dow Entities" shall mean TDCC and its Subsidiaries, as of any time, other than Realigned DuPont Entities.

"Historic DuPont Entities" shall mean DuPont and its Subsidiaries as of any time, other than Realigned Dow Entities.

"IRS" shall mean the United States Internal Revenue Service.

"IRS Ruling" shall mean the U.S. federal income tax ruling issued to DowDuPont by the IRS in connection with the Transactions dated as of February 14, 2017 and any amendment or supplement to such ruling.

"Listed Deferred Items" has the meaning set forth in Section 7.3(a).

"Listed Dow Deferred Items" has the meaning set forth in Section 7.3(a). "Listed DuPont Deferred Items" has the meaning set forth in Section 7.3(a).

"Local Country Joint Tax Agreements" shall mean the Joint Tax Agreements entered into between applicable Dow Entities and DuPont Entities, in a jurisdiction, governing the allocation of non-U.S. Consolidated Taxes and Tax Attributes between the Dow Entities and DuPont Entities included in a non-U.S. Consolidated Group.

"MatCo DuPont Ag Cash Repatriation Taxes" shall mean, with respect to each applicable jurisdiction, the product of (i) the Agriculture Shared Historical DuPont Percentage and (ii) any Taxes (including an amount of cash equal to the Taxes that would be due on any dividend, distribution, payment, disbursement or other repatriation described in this definition but which dividend, distribution, payment, disbursement or other repatriation is not permitted to be made on or prior to December 31, 2020 as a result of any restriction under applicable Law (including distributable reserve or surplus requirements, exchange controls, and other similar requirements) on the making of such dividend, distribution, payment, disbursement or other repatriation) incurred by Dow or any Subsidiary of Dow on the dividend, distribution, payment, disbursement or other repatriation (including by multiple payments through intermediary entities) on or prior to December 31, 2020, acting reasonably to minimize any such Taxes, of an amount of cash equal to the Qualifying Historical DuPont MatCo Closing Cash with respect to the jurisdiction (provided, that the amount of Qualifying Historical DuPont MatCo Closing Cash for all jurisdictions shall not exceed the Aggregate Qualifying Historical DuPont MatCo Closing Cash, and, in the event that it would otherwise so exceed the Aggregate Qualifying Historical DuPont MatCo Closing Cash (the amount of such excess, the "MatCo Aggregate Excess Cash Amount"), the Qualifying Historical DuPont MatCo Closing Cash for the jurisdictions shall be decreased in a manner that minimizes, to the fullest extent possible, the MatCo DuPont Ag Cash Repatriation Taxes, with the result that, after such decreases, the sum of the Qualifying

Historical DuPont MatCo Closing Cash for all jurisdictions equals the Aggregate Qualifying Historical DuPont MatCo Closing Cash), from all Subsidiaries of Dow incorporated or otherwise organized in such jurisdiction, to Dow or any Subsidiaries of Dow organized under the laws of the United States or any state thereof. Notwithstanding the foregoing, no amount shall be considered included in the definition of MatCo DuPont Ag Cash Repatriation Taxes unless notice of such amounts has been provided to AgCo (in the manner provided in this Agreement) on or prior to December 31, 2020. To the extent that there is either a MatCo Aggregate Excess Cash Amount or the Cash and Cash Equivalents for any jurisdiction exceed the maximum amount set forth for such jurisdiction on Schedule 1.1(243) of the Separation Agreement to be treated as Qualifying Historical DuPont MatCo Closing Cash (the amount of such excess, the "MatCo Jurisdictional Excess Cash Amount") the amount of MatCo DuPont Ag Cash Repatriation Taxes shall be reduced by an amount equal to the product of (1) the Agriculture Shared Historical DuPont Percentage and (2) (i) the sum of (A) the MatCo Aggregate Excess Cash Amount *plus* (B) the sum of the MatCo Jurisdictional Excess Cash Amount for each applicable jurisdiction *minus* (ii) the incremental amount that would have been treated as MatCo DuPont Ag Cash Repatriation Taxes if there was no reduction for the MatCo Aggregate Excess Cash Amount and the sum of the MatCo Jurisdictional Excess Cash Amount for each applicable jurisdiction was treated as Qualifying Historical DuPont MatCo Closing Cash.

"MatCo DuPont Spec Cash Repatriation Taxes" shall mean, with respect to each applicable jurisdiction, the product of (i) the Specialty Products Shared Historical DuPont Percentage and (ii) any Taxes (including an amount of cash equal to the Taxes that would be due on any dividend, distribution, payment, disbursement or other repatriation described in this definition but which dividend, distribution, payment, disbursement or other repatriation is not permitted to be made on or prior to December 31, 2020 as a result of any restriction under applicable Law (including distributable reserve or surplus requirements, exchange controls, and other similar requirements) on the making of such dividend, distribution, payment, disbursement or other repatriation) incurred by Dow or any Subsidiary of Dow on the dividend, distribution, payment, disbursement or other repatriation (including by multiple payments through intermediary entities) on or prior to December 31, 2020, acting reasonably to minimize any such Taxes, of an amount of cash equal to the Qualifying Historical DuPont MatCo Closing Cash with respect to the jurisdiction (provided, that the amount of Qualifying Historical DuPont MatCo Closing Cash for all jurisdictions shall not exceed the Aggregate Qualifying Historical DuPont MatCo Closing Cash, and, in the event that it would otherwise so exceed the Aggregate Qualifying Historical DuPont MatCo Closing Cash, the Qualifying Historical DuPont MatCo Closing Cash for the jurisdictions shall be decreased in a manner that minimizes, to the fullest extent possible, the MatCo DuPont Spec Cash Repatriation Taxes, with the result that, after such decreases, the sum of the Qualifying Historical DuPont MatCo Closing Cash for all jurisdictions equals the Aggregate Qualifying Historical DuPont MatCo Closing Cash), from all Subsidiaries of Dow incorporated or otherwise organized in such jurisdiction, to Dow or any Subsidiaries of Dow organized under the laws of the United States or any state thereof. Notwithstanding the foregoing, no amount shall be considered included in the definition of MatCo DuPont Spec Cash Repatriation Taxes unless notice of such amounts has been provided to SpecCo (in the manner provided in this Agreement) on or prior to December 31, 2020. To the extent that there is either a MatCo Aggregate Excess Cash Amount or a MatCo Jurisdictional Excess Cash Amount the amount of MatCo DuPont Spec Cash Repatriation Taxes shall be reduced by an amount equal to the product of (1) the Specialty Products Shared Historical DuPont Percentage and (2) (i) the

sum of (A) the MatCo Aggregate Excess Cash Amount *plus* (B) the sum of the MatCo Jurisdictional Excess Cash Amount for each applicable jurisdiction *minus* (ii) the incremental amount that would have been treated as MatCo DuPont Spec Cash Repatriation Taxes if there was no reduction for the MatCo Excess Cash Amount and the sum of the MatCo Jurisdictional Excess Cash Amount for each applicable jurisdiction was treated as Qualifying Historical DuPont MatCo Closing Cash.

"Material Science Business" shall have the meaning set forth in the Separation Agreement.

"Mergers" shall have the meaning given in the Recitals. "Merger Date" shall mean August 31, 2017.

"Mixed Entity" shall mean (i) any AgCo Entity for the Tax Period(s) or portions thereof, if any, prior to such AgCo Entity being an AgCo Only Entity and (ii) any SpecCo Entity for the Tax Period(s) or portions thereof, if any, prior to such SpecCo Entity being a SpecCo Only Entity.

"Net Amount" shall mean, with respect to a Sub-Group and a U.S. federal income tax year (or portion thereof) of the DowDuPont U.S. federal Consolidated Group, an amount, which may be positive or negative, equal to (i) the sum of (A) the Pro Forma Tax of such Sub-Group for such tax year (or portion thereof), *plus* (B) the Tax Attribute Differential Amount for such Sub-Group for such tax year (or portion thereof), *plus* (C) the 965 Adjustment Amount of such Sub-Group for such tax year (or portion thereof), *minus* (ii) the Actual Tax Payments attributed to such Sub-Group for such tax year (or portion thereof).

"Overall Failure" shall mean the failure of the Transactions to qualify for the intended Tax-Free Status of the Transactions by reason of (i) the application of Section 355(e) of the Code (or any similar provision of state, local or foreign law) to the Dow Distribution or the AgCo Distribution by reason of direct or indirect transfers of any equity interest in TDCC, DuPont or DowDuPont prior to April 1, 2019, or (ii) any integration of the Dow Distribution and the AgCo Distribution with the Mergers.

"Payment Date" shall mean, (i) with respect to the U.S. federal consolidated income Tax Return of DowDuPont and/or SpecCo, the due date for any required installment of estimated taxes determined under Section 6655 of the Code, the due date (determined without regard to extensions) for filing such Tax Return determined under Section 6072 of the Code, and the date the return is filed, and (ii) with respect to any other Tax Return, the corresponding dates determined under the applicable Tax law.

"Party or Parties" shall mean each, and any, of Dow, DowDuPont, AgCo and SpecCo.

"Past Practice" shall mean past practices, accounting methods, elections and conventions.

"Payee Party" shall mean any Party that is seeking payment from a Party pursuant to the provisions of this Agreement.

"Paying Party" shall mean any Party from which payment is being sought pursuant to the provisions of this Agreement.

"Person" shall mean and includes any individual, corporation, company, association, partnership, joint venture, limited liability company, joint stock company, trust, unincorporated organization, or other entity.

"Privilege" shall mean any privilege that may be asserted under applicable law, including any privilege arising under or relating to the attorney-client relationship (including the attorney-client and work product privileges), the accountant-client privilege and any privilege relating to internal evaluation processes.

"Pro Forma Section 965 Tax Liability" shall mean, with respect to a Sub-Group and a U.S. federal income tax year of the DowDuPont U.S. Consolidated Group, the notional Tax liability under Section 965 of the Code of the Sub-Group, calculated: (i) prior to reduction for any Tax Attributes, other than foreign tax credits for Taxes deemed paid as a result of the inclusion under Section 965(a) of the Code, which shall reduce the Tax liability to the extent permitted, and (ii) assuming that such Sub-Group calculated deductions under Section 965(c) of the Code based on only the Sub-Group's "aggregate foreign cash position" within the meaning of Section 965(c)(3) of the Code and reductions under Section 965(b) of the Code based on only the Sub-Group's "aggregate foreign E&P deficit" within the meaning of Section 965(b)(3) of the Code.

"Pro Forma Tax" shall mean, with respect to a Sub-Group and a U.S. federal income tax year, the amount of U.S. federal income Consolidated Taxes that would be payable by such Sub-Group, applying the Sub-Group Method.

"Realignment" shall mean the transfer of (i) a Historic Dow Entity out of TDCC such that the Historic Dow Entity was no longer a Subsidiary of TDCC but was a Subsidiary of DowDuPont, or (ii) a Historic DuPont Entity out of DuPont such that the Historic DuPont Entity was no longer a Subsidiary of DuPont but was a Subsidiary of DowDuPont, Dow or TDCC.

"Realignment Date" shall mean, as to any Person, the Date on which Realignment occurs.

"Realigned Dow Entities" shall mean Historic Dow Entities following their Realignment.

"Realigned DuPont Entities" shall mean Historic DuPont Entities following their Realignment.

"Realigned Entity" shall mean a Realigned Dow Entity or a Realigned DuPont Entity, as the case may be.

"Realignment Taxes" shall mean Taxes resulting from Realignment Transactions.

"Realignment Transactions" shall mean the Dow Realignment Transactions and the DuPont Realignment Transactions.

"Refund" shall mean any refund of Taxes, including any application of such refund to reduce liability for Taxes by means of a credit, offset or otherwise.

"Relevant Tax Attribute" shall mean (i) net operating loss carryovers and carrybacks under Section 172 of the Code, (ii) capital loss carryovers and carrybacks under Section 1212 of the Code, (iii) general business credits under Section 38 of the Code, (iv) foreign tax credits under Sections 901 and 902 of the Code, and (v) disallowed interest carryforwards under Section 163(j) of the Code.

"Restricted Period" shall mean (i) in the case of Dow or DowDuPont, the period commencing upon the Dow Distribution Date and ending at the close of business on the first day following the second anniversary of the Dow Distribution Date, and (ii) in the case of AgCo and SpecCo, the period commencing upon the AgCo Distribution Date and ending at the close of business on the first day following the second anniversary of the AgCo Distribution Date.

"Retained Dow Entities" shall mean Dow and TDCC and its Subsidiaries other than Realigned Dow Entities and Realigned DuPont Entities.

"Retained DuPont Entities" shall mean DuPont and its Subsidiaries and other Subsidiaries of DowDuPont, in each case, other than Realigned Dow Entities and Realigned DuPont Entities.

"Ruling" shall mean a ruling from the IRS to the effect that (i) in respect of any action described in Section 7.1(a), such action will not affect the intended tax-free status of a relevant Realignment Transaction, and (ii) in respect of any action described in Section 7.1(b), such action will not affect the Tax-Free Status of the Transactions.

"Section 336(e) Election" has the meaning set forth in Section 3.4.

"Separation Agreement" shall mean that certain Separation and Distribution Agreement, dated as of April 1, 2019, by and among AgCo, Dow and DWDP.

"Separate Company Taxes" shall mean (i) Taxes that are reported and paid on a separate company basis and (ii) Taxes reported on a consolidated, combined, or unitary tax basis for any period during which such Taxes are attributable to any of (A) only Dow Entities, (B) only DuPont Entities, (C) only AgCo Entities, or (D) only SpecCo Entities, as the case may be.

"Share Repurchases" shall have the meaning given such term in the IRS Ruling.

"SpecCo" shall mean DowDuPont following the AgCo Distribution, and any successor to SpecCo that is required to assume the obligations of SpecCo hereunder pursuant to Section 9.10.

"SpecCo Disqualifying Action" shall mean (i) any action by any SpecCo Entity after the AgCo Distribution that, or the failure to take any action after the AgCo Distribution within its control which, negates in whole or part the Tax-Free Status of the Transactions, or (ii) any event or series of events following the AgCo Distribution, as a result of which any Person or Persons (directly or indirectly) acquire, or have the right to acquire, equity interests of SpecCo

that, when combined with any other changes in ownership of equity interests of SpecCo, DowDuPont, DuPont (prior to the AgCo Distribution) or TDCC (prior to the Dow Distribution), causes the Dow Distribution or the AgCo Distribution to be a taxable event to DowDuPont as a result of the application of Section 355(e) of the Code or to be a taxable event as a result of a failure to satisfy the requirements described under Treasury Regulation Sections 1.355-2(c) or (d).

"SpecCo Dow Cash Repatriation Taxes" shall mean, with respect to each applicable jurisdiction, any Taxes (including an amount of cash equal to the Taxes that would be due on any dividend, distribution, payment, disbursement or other repatriation described in this definition but which dividend, distribution, payment, disbursement or other repatriation is not permitted to be made on or prior to December 31, 2020 as a result of any restriction under applicable Law (including distributable reserve or surplus requirements, exchange controls, and other similar requirements) on the making of such dividend, distribution, payment, disbursement or other repatriation) incurred by DWDP, SpecCo or any of their Subsidiaries on the dividend, distribution, payment, disbursement or other repatriation (including by multiple payments through intermediary entities) on or prior to December 31, 2020, acting reasonably to minimize such Taxes, of an amount of cash equal to the Qualifying Historical Dow SpecCo Closing Cash with respect to the jurisdiction (provided, that the amount of Qualifying Historical Dow SpecCo Closing Cash for all jurisdictions shall not exceed the Aggregate Qualifying Historical Dow SpecCo Closing Cash, and, in the event that it would otherwise so exceed the Aggregate Qualifying Historical Dow SpecCo Closing Cash (the amount of such excess, the "SpecCo Aggregate Excess Cash Amount"), the Qualifying Historical Dow SpecCo Closing Cash for the jurisdictions shall be decreased in a manner that minimizes, to the fullest extent possible, the SpecCo Dow Cash Repatriation Taxes, with the result that, after such decreases, the sum of the Qualifying Historical Dow SpecCo Closing Cash for all jurisdictions equals the Aggregate Qualifying Historical Dow SpecCo Closing Cash), from all Subsidiaries of SpecCo incorporated or otherwise organized in such jurisdiction, to SpecCo or any Subsidiaries of SpecCo organized under the laws of the United States or any state thereof. Notwithstanding the foregoing, no amount shall be considered included in the definition of SpecCo Dow Cash Repatriation Taxes unless notice of such amounts has been provided to Dow (in the manner provided in this Agreement) on or prior to December 31, 2020. To the extent that there is either a SpecCo Aggregate Excess Cash Amount or the Cash and Cash Equivalents for any jurisdiction exceed the maximum amount set forth for such jurisdiction on Schedule 1.1(243) of the Separation Agreement to be treated as Qualifying Historical Dow SpecCo Closing Cash (the amount of such excess, the "SpecCo Jurisdictional Excess Cash Amount") the amount of SpecCo Dow Cash Repatriation Taxes shall be reduced by an amount equal to (i) the sum of (A) the SpecCo Aggregate Excess Cash Amount *plus* (B) the sum of the SpecCo Jurisdictional Excess Cash Amount for each applicable jurisdiction *minus* (ii) the incremental amount that would have been treated as SpecCo Dow Cash Repatriation Taxes if there was no reduction for the SpecCo Aggregate Excess Cash Amount and the sum of the SpecCo Jurisdictional Excess Cash Amount for each applicable jurisdiction was treated as Qualifying Historical Dow SpecCo Closing Cash.

"SpecCo Entities" shall mean SpecCo and its Subsidiaries, other than AgCo Entities.

"SpecCo Integration Taxes" shall mean Taxes attributable to SpecCo Integration Transactions.

"SpecCo Integration Transactions" shall mean the transfer of Realigned Dow Entities from DowDuPont to any of its Subsidiaries (as determined at the time of such transfer) other than any AgCo Integration Transactions.

"SpecCo Only Entity" shall mean any SpecCo Entity, for the Tax Period(s) or portions thereof during which such SpecCo Entity conducts no material businesses and owns no material assets, in each case, (x) intended to be transferred to AgCo and its Subsidiaries or (y) otherwise related to the Agriculture Business.

"SpecCo Percentage" shall mean the product of (i) the DowDuPont Percentage and (ii) quotient, expressed as a percentage, of (A) the volume weighted average price, rounded to four decimal points (as reported on Bloomberg L.P. under the function "VWAP") of the SpecCo common stock, for the first full trading day following the AgCo Distribution, *multiplied by* the number of shares of SpecCo common stock outstanding as of the close of such trading day, *divided by* (B) the sum of (1) the volume weighted average price, rounded to four decimal points (as reported on Bloomberg L.P. under the function "VWAP") of the Corteva common stock for such trading day, *multiplied by* the number of shares of Corteva common stock outstanding as of the close of such trading day and (2) the number described in clause (A) of this definition.

"SpecCo Vice President of Tax" shall mean Mary Van Veen, or such other individual employed by SpecCo with primary supervisory responsibility for Tax matters.

"Specialties Attributable Obligations" shall mean all of the liabilities and obligations of DowDuPont under this Agreement arising from or relating to:

(a) the product of (i) 60% and (ii) any U.S. federal, state or local Consolidated Taxes allocated to DuPont Entities imposed as a result of an audit, amended Tax Return or other Tax Proceeding for any taxable period (or portion thereof) ending on or before the Merger Date to the extent (without duplication) that such Taxes are neither primarily attributable to the Agriculture Business nor incurred by an AgCo Only Entity;

(b) any U.S. federal, state or local Consolidated Taxes allocated to DuPont Entities imposed as a result of an audit, amended Tax Return or other Tax Proceeding for any taxable period (or portion thereof) beginning after the Merger Date and ending on or before the AgCo Distribution Date, other than any such Taxes included in the definition of Agriculture Attributable Obligations;

(c) any U.S. state or local Taxes (other than Consolidated Taxes) of SpecCo Entities for taxable periods or portions thereof during which such entities were SpecCo Only Entities;

(d) any U.S. state or local Taxes (other than Consolidated Taxes) of SpecCo Entities (for periods or portions thereof during which such entities were not SpecCo Only Entities) imposed as a result of an audit, amended Tax Return or other Tax Proceeding, other than any such Taxes included in the definition of Agriculture Attributable Obligations;

(e) the product of (i) 60% and (ii) any U.S. state or local Taxes (other than Consolidated Taxes) of AgCo Entities (for periods or portions thereof during which such entities were not AgCo Only Entities) imposed as a result of an audit, amended Tax Return or other Tax Proceeding, for periods or portions thereof prior to the AgCo Distribution;

(f) 50% of any Taxes imposed as a result of an audit, amended Tax Return or other Tax Proceeding, for any taxable period (or portion thereof of) ending on or before to the AgCo Distribution Date with respect to DuPont do Brasil S.A. to the extent arising from items set forth on Exhibit M;

(g) 70% of any foreign Taxes of any AgCo Entity (in the case of foreign Consolidated Taxes, allocated in accordance with Section 2.2(c)) for a taxable period (or portion thereof) ending on or before the AgCo Distribution Date and during which such AgCo Entity was a Mixed Entity to the extent that the total foreign Taxes for such taxable period exceed $10,000,000 (measured on a calendar year by calendar year basis, and including any such Taxes for a taxable period not ending on December 31st in the calendar year in which such taxable period ends);

(h) Any foreign Taxes of a SpecCo Entity (in the case of foreign Consolidated Taxes, allocated to a SpecCo Entity in accordance with Section 2.2(c)) for a taxable period or portion thereof ending on or before to the AgCo Distribution Date other than any such Taxes that are included in the definition of Agriculture Attributable Obligations.

(i) 70% of any amounts payable to Dow with respect to foreign Taxes described in Section 2.1(b)(ii)(B);

(j) DuPont Authorization Policy Actions on pages 20-21 of Exhibit B and DuPont Authorization Policy Actions not on Exhibit B and primarily attributable to the Specialty Products Business;

(k) 60% of any obligation of DowDuPont to Dow pursuant to Section 2.5(c)-(d) of this Agreement;

(l) the product of (i) 60% and (ii) the amount of any payments for U.S. federal consolidated income Taxes of DowDuPont for the taxable year ending December 31, 2018 required to be made by DowDuPont upon the initial filing of the Tax Return for such period, in excess of the amounts already paid as of the date hereof, by DowDuPont and its Subsidiaries;

(m) 60% of any payments for U.S. state and local Consolidated Taxes of DowDuPont for the taxable year ended December 31, 2018, and the portion of the taxable year beginning January 1, 2019 and ending on the AgCo Distribution Date required to be made by DowDuPont upon the initial filing of the Tax Return for each such period, in each case, in excess of the amounts already paid as of the date hereof, by DowDuPont and its Subsidiaries, for U.S. state and local Consolidated Taxes for such taxable period; and

(n) 60% of any other liabilities and obligations of DowDuPont arising under this Agreement not otherwise allocated pursuant to this Agreement, not described in clauses (a)-(n) of the definition of Agriculture Attributable Obligations, and not described in clauses (a)-(m) of this definition of Specialties Attributable Obligations.

For purposes of this definition, the term "Consolidated Taxes" shall include Taxes reported and paid by a group of Persons reporting and paying Taxes on a consolidated, combined or unitary tax basis that includes both AgCo Entities and SpecCo Entities. Notwithstanding the foregoing, no Tax shall be included in clauses (a)(ii), (e)(ii) or (l)(ii) of this definition for a given taxable period, unless and to the extent that the total amount of all such U.S. federal, state and local Taxes imposed as a result of an audit, amended Tax Return or other Tax Proceeding (or, in the case of clause (l)(ii), Taxes required to be paid) for such taxable period, determined without regard to this sentence, exceeds $25,000,000 (measured on a calendar year by calendar year basis, and including any such Taxes for a taxable period not ending on December 31st in the calendar year in which such taxable period ends). Notwithstanding the foregoing, the excess, if any, of the U.S. federal consolidated income Taxes required to be paid by DowDuPont for the 2019 taxable year over the amount determined in the last sentence of the definition of Agriculture Attributable Obligations shall be considered a Specialties Attributable Obligation.

"Specialty Products Business" shall have the meaning set forth in the Separation Agreement.

"Specified Tax Items" shall mean (i) income inclusions under Section 951A of the Code, (ii) Taxes imposed under Section 59A of the Code, (iii) deductions permitted under Section 250 of the Code, and (iv) interest expense limitations under Section 163(j) of the Code.

"State Actual Tax Payments" shall mean, with respect to a State Sub-Group and a U.S. state income tax year of the applicable U.S. state income Tax Consolidated Group, the sum of the payments made by a Party (or TDCC) that is a member of such Sub-Group or its Subsidiaries (as determined at the time of such payment) with respect to such tax year, (i) to the applicable Tax Authority in such state, (ii) as tax sharing payments to the agent of such U.S. state income Tax Consolidated Group, and/or (iii) to another Party for applicable U.S. state income Taxes allocated to the paying Party under Section 2.1(a)(iv)-(xi), Section 2.1(b)(iv)-(x), Section 2.1(c)(iii)-(vii), or Section 2.1(d)(iii)-(vi). For the avoidance of doubt, without duplication of any amounts included in clauses (i)-(iii) of this definition, State Actual Tax Payments shall include any amounts reflected on Exhibit D that are designated as payments for the applicable U.S. state income tax liability of the applicable U.S. state income Tax Consolidated Group.

"State Aggregate Adjustment Payment" shall mean a number, which may be positive or negative, equal to the sum of the State Single Adjustment Amounts for each U.S. state Consolidated Group for each applicable U.S. state income tax year.

"State Net Amount" shall mean, with respect to a State Sub-Group, a U.S. state income tax year of the applicable U.S. state income Tax Consolidated Group, and an applicable U.S. state, an amount, which may be positive or negative, equal to (i) the sum of (A) the State Pro Forma Tax of such State Sub-Group for such tax year (or portion thereof), *plus* (B) the State Tax Attribute Differential Amount for such State Sub-Group for such tax year (or portion thereof), *minus* (ii) the State Actual Tax Payments attributed to such State Sub-Group for such tax year (or portion thereof).

"State Pro Forma Tax" shall mean, with respect to a State Sub-Group, the applicable U.S. state income Tax year, and the relevant U.S. state, the amount of U.S. state income Consolidated Taxes that would be payable by such Sub-Group, applying the State Sub-Group Method.

"State Relevant Tax Attributes" shall mean (i) net operating loss carryovers and carrybacks, (ii) capital loss carryovers and carrybacks, (iii) general business credits, (iv) foreign tax credits, and (v) state contribution carryforwards; *provided*, *however*, that no Tax Attribute shall be included in this definition of "State Relevant Tax Attribute" to the extent that a valuation allowance (whether full or partial) has been recorded with respect to such Tax Attribute in the relevant financial statement as of April 1, 2019.

"State Single Adjustment Amount" shall mean, with respect to a U.S. state Consolidated Group, and an applicable U.S. state income tax year (or portion thereof) a number, which may be positive or negative, equal to the product of (i) (A) the State Net Amount for the DuPont State Sub-Group for such tax year (or portion thereof) less (B) the State Net Amount for the Dow State Sub-Group for such tax year (or portion thereof), and (ii) one half (0.50).

"State Sub-Group Method" shall mean, with respect to any applicable U.S. state income Tax Consolidated Group, and the definition of State Pro Forma Tax and clause (ii) of the definition of State Tax Attribute Differential, the application of such definition (or clause therein) assuming (i) DowDuPont and/or all of its Subsidiaries that are members of the applicable U.S. state income Tax Consolidated Group (except Dow Entities) were members of a stand-alone U.S. state income tax consolidated, combined, unitary or affiliated group in such state (a "DuPont State Sub-Group"), (ii) all Dow Entities that are members of such applicable U.S. state income Tax Consolidated Group were members of a stand-alone U.S. state income tax consolidated, combined, unitary or affiliated group in such state (a "Dow State Sub-Group" and together with the related DuPont State Sub-Group, the "State Sub-Groups"), (iii) subject to clause (vi), state income Tax liability of the U.S. state income Tax Consolidated Group is allocated to each member of an applicable U.S. state income Tax Consolidated Group in proportion to the state taxable income of such member after reduction for such member's State Relevant Tax Attributes utilized in such year (iv) each State Sub-Group will use the apportionment factor (if applicable) that is reflected on the Tax Return for the related U.S. state income Tax Consolidated Group (i.e., separate apportionment factors will not be recomputed for each State Sub-Group), (v) each Sub-Group will be deemed to first utilize State Relevant Tax Attributes and any current state losses or credits of members of its own Sub-Group utilized in such year, and (vi) the allocation to a State Sub-Group of items of applicable state income Taxes allocated under Section 2.1(a)(iv)-(xi), Section 2.1(b)(iv)-(x), Section 2.1(c)(iii)-(vii), and Section 2.1(d)(iii)-(vi) to a Party that is or was a member of such State Sub-Group.

"State Tax Attribute Differential" shall mean, with respect to a State Sub-Group, a tax year of the state income Tax Consolidated Group, and a State Relevant Tax Attribute, the difference, which may be positive or negative, of (i) the sum of the amounts of such State Relevant Tax Attribute actually allocated to each member of the State Sub-Group, determined

under applicable Law, at the close of the taxable year (for the avoidance of doubt, without application of the State Sub-Group Method) *less* (ii) the amount of the State Relevant Tax Attribute that would be held by such State Sub-Group determined under the State Sub-Group Method at the close of such tax year.

"State Tax Attribute Differential Amount" shall mean, with respect to a State Sub-Group and a tax year of the state income Tax Consolidated Group, the sum, which may be positive or negative, of the State Tax Attribute Differential Values for each State Relevant Tax Attribute of such Sub-Group, for such tax year.

"State Tax Attribute Differential Value" shall mean, with respect to a State Sub-Group, a tax year of the state income Tax Consolidated Group, and a State Relevant Tax Attribute, the value (which may be positive or negative) of the State Tax Attribute Differential, calculated assuming (i) State Relevant Tax Attributes included in clauses (iii) and (iv) of the definition of State Relevant Tax Attributes shall be valued at the amount of such State Relevant Tax Attributes, and (ii) State Relevant Tax Attributes included in clauses (i), (ii) and (v) of the definition of State Relevant Tax Attributes shall be valued at an amount equal to the product of (A) the dollar amount of such State Relevant Tax Attribute and (B) the highest marginal U.S. state corporate income tax rate in effect in the applicable state for the applicable year.

"Sub-Group Method" shall mean, with respect to the definition of Pro Forma Tax, clause (ii) of the definition of Tax Attribute Differential, and the definition of Unadjusted Section 965 Tax Liability, the application of such definition (or clause therein) assuming (i) DowDuPont and all of its Subsidiaries that are members of the DowDuPont U.S. Consolidated Group (except Dow Entities) were members of a stand-alone U.S. federal consolidated group for U.S. federal income tax purposes (the "DuPont Sub-Group"), (ii) all Dow Entities that are members of the DowDuPont U.S. Consolidated Group were members of a stand-alone U.S. federal consolidated group for U.S. federal income tax purposes (the "Dow Sub-Group" and together with the DuPont Sub-Group, the "Sub-Groups"), (iii) subject to clause (vii), all and only items of income, gain, deduction, loss or credit actually shown on the DowDuPont U.S. Consolidated Tax Return are apportioned to the members in the same amounts and in the same manner as on the applicable DowDuPont U.S. Consolidated Tax Return, (iv) the continued application of the principles of Section 2.2(a)(ii) of this Agreement, without regard to whether any Treasury Regulations or other guidance to the contrary has been issued, such that to the extent a Specified Tax Item of the DowDuPont U.S. Consolidated Group does not increase or decrease, as applicable, Taxes of the DowDuPont U.S. Consolidated Group, such Specified Tax Item shall be deemed not to increase or decrease, as applicable, the tax liability of the DuPont Sub-Group or the Dow Sub-Group, (v) to the extent the DowDuPont U.S. Consolidated Group is subject to Tax imposed by Section 59A of the Code, a portion of the resulting increased Tax shall be allocated to each Sub-Group in the same proportion as the "base erosion payments" (within the meaning of Section 59A(d)(1) of the Code) of such Sub-Group bear to the total "base erosion payments" of the DowDuPont U.S. Consolidated Group, (vi) for purposes of computing the net Tax payable pursuant to Section 951A of the Code by a Sub-Group, the tax liability of such Sub-Group shall be reduced to the extent that such Sub-Group's members utilized foreign tax credits deemed paid by member of the other Sub-Group pursuant to Section 960(d) of the Code in excess of the amount such other Sub-Group could utilize, and (vii) the allocation to a Sub-Group of items of U.S. federal income Taxes allocated under Section 2.1(a)(iv)-(xi), Section 2.1(b)(iv)-(x), Section 2.1(c)(iii)-(vii), and Section 2.1(d)(iii)-(vi) to a Party that is or was a member of such Sub-Group.

"Subsidiary" shall have the meaning ascribed to such term in the Separation Agreement, provided that, Dow Entities shall not be treated as Subsidiaries of DowDuPont.

"Tax or Taxes" shall mean all taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, gains, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, custom duties, fees, assessments and charges of any kind whatsoever, together with any interest and any penalties, fines, additions to tax or additional amounts imposed by any Tax Authority and shall include any transferee liability in respect of taxes.

"Tax Attribute Differential" shall mean, with respect to a Sub-Group, a U.S. federal income tax year of the DowDuPont U.S. Consolidated Group, and a Relevant Tax Attribute, the difference, which may be positive or negative, of (i) the sum of the amounts of such Relevant Tax Attribute actually allocated to each member of the Sub-Group, determined under Section 3.3 and applicable Treasury Regulations (including, for purposes of this definition, any proposed income tax regulations to the extent no final or temporary income tax regulations have been issued that supersede such proposed regulations) at the close of the taxable year (for the avoidance of doubt, without application of the Sub-Group Method) *less* (ii) the amount of the Relevant Tax Attribute that would be held by such Sub-Group determined under the Sub-Group Method at the close of such tax year.

"Tax Attribute Differential Amount" shall mean, with respect to a Sub-Group and a U.S. federal income tax year of the DowDuPont U.S. Consolidated Group, the sum, which may be positive or negative, of the Tax Attribute Differential Values for each Relevant Tax Attribute of such Sub-Group, for such tax year.

"Tax Attribute Differential Value" shall mean, with respect to a Sub-Group, a U.S. federal income tax year of the DowDuPont U.S. Consolidated Group, and a Relevant Tax Attribute, the value (which may be positive or negative) of the Tax Attribute Differential, calculated assuming (i) Relevant Tax Attributes included in clauses (iii) and (iv) of the definition of Relevant Tax Attributes shall be valued at the amount of such Relevant Tax Attributes, and (ii) Relevant Tax Attributes included in clauses (i),(ii) or (v) of the definition of Relevant Tax Attributes shall be valued at an amount equal to the product of (A) the dollar amount of such Relevant Tax Attributes and (B) the highest marginal U.S. federal corporate income tax rate in effect for the applicable year (i.e., the highest marginal corporate U.S. federal income Tax rate imposed under Section 11 of the Code).

"Tax Attributes" shall mean net operating losses, capital losses, tax credit carryovers, earnings and profits, foreign tax credit carryovers, overall foreign losses, previously taxed income, tax bases, separate limitation losses and any other losses, deductions, credits or other comparable items that could affect a Tax liability for a past or future taxable period.

"Tax Authority" shall mean the IRS and any other domestic or foreign governmental authority or any subdivision, agency, commission or entity thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax.

"Tax-Free Status of the Transactions" shall mean the treatment of (i) the Dow Contribution and the Dow Distribution as a tax-free reorganization within the meaning of Section 368(a)(1)(D) of the Code and a tax-free distribution to which Section 355(a) of the Code applies (and as to which neither Section 355(d) nor Section 355(e) of the Code applies to treat Dow stock as other than "qualified property"), respectively and (ii) the AgCo Contribution and the AgCo Distribution as a tax-free reorganization within the meaning of Section 368(a)(1)(D) of the Code and a tax-free distribution to which Section 355(a) of the Code applies (and as to which neither Section 355(d) nor Section 355(e) of the Code applies to treat AgCo stock as other than "qualified property"), respectively.

"Tax Holiday" shall mean any Tax holiday, Tax incentive, Tax grant, Tax exemption or any other Tax reduction agreement, approval or order of any Tax Authority.

"Tax Materials" shall mean (i) the IRS Ruling, (ii) the opinions listed on Exhibit C regarding the U.S. federal income tax consequences of the Mergers or the Transactions, (iii) each submission to the IRS in connection with the IRS Ruling, and (iv) any tax representation letter addressed to counsel and/or other tax advisor supporting the opinions described in clause (ii) above.

"Tax Officer" shall mean (i) in respect of Dow, the Dow Chief Tax Officer, (ii) in respect of DowDuPont, the DuPont Vice President of Tax, (iii) in respect of AgCo, the AgCo Vice President of Tax, and (iv) in respect of SpecCo, the SpecCo Vice President of Tax.

"Tax Proceeding" means any audit, assessment of Taxes, pre-filing agreement, other examination by any Tax Authority, proceeding, appeal of a proceeding or litigation relating to Taxes, whether administrative or judicial, including proceedings relating to competent authority determinations.

"Tax Return" shall mean any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, or declaration of estimated Tax) supplied or required to be supplied to, or filed with, a Tax Authority in connection with the payment, determination, assessment or collection of any Tax or the administration of any laws relating to any Tax and any amended Tax return or claim for Refund.

"TDCC" shall mean The Dow Chemical Company.

"Transactions" shall mean (i) the Dow Contribution and the Dow Distribution, and (ii) the AgCo Contribution and the AgCo Distribution.

"Treasury Regulations" shall mean the final and temporary (but not proposed) income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Unadjusted Section 965 Tax Liability" shall mean, with respect to a Sub-Group and a U.S. federal income tax year of the DowDuPont U.S. Consolidated Group, the liability under Section 965 of the Code of the Sub-Group, calculated: (i) prior to reduction for any Tax Attributes, other than foreign tax credits for taxes deemed paid as a result of the inclusion under Section 965(a) of the Code, which shall reduce the tax liability to the extent permitted, and (ii) otherwise applying all relevant components of the Sub-Group Method to such Sub-Group.

"Undiscounted Annual Payment Amount" shall mean, with respect to a U.S. federal income tax year of the DowDuPont U.S. Consolidated Group, the product of (i) (A) the Net Amount for the DuPont Sub-Group for such tax year (or portion thereof) less (B) the Net Amount for the Dow Sub-Group for such tax year (or portion thereof), and (ii) one half (0.50).

"Unqualified Tax Opinion" shall mean a "will" opinion, without substantive qualifications, of either (i) Ernst & Young LLP, Skadden, Arps, Slate, Meagher & Flom LLP, or Weil, Gotshal & Manges LLP or (ii) a nationally recognized law or accounting firm, which firm is reasonably acceptable to the parties that are not providing the opinion, in each case, to the effect that (A) in respect of any action described in Section 7.1(a), such action will not affect the intended tax-free status of a relevant Realignment Transaction, and (B) in respect of any action described in Section 7.1(b), such action will not affect the Tax-Free Status of the Transactions.

"VWAP" means the volume-weighted average price, rounded to four decimal points, of the Dow or DowDuPont common stock, as applicable, on the New York Stock Exchange (as reported on Bloomberg L.P. under the function "VWAP") for the first full trading day following the Dow Distribution *multiplied by* the number of shares of Dow or DowDuPont common stock, as applicable, outstanding as of the close of such trading day.

1.2 Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Separation Agreement.

ARTICLE II

ALLOCATION OF TAXES; USE OF TAX ATTRIBUTES

2.1 Allocation of Taxes among the Parties.

(a) Dow Tax Liability. Subject to Sections 2.3 and 2.4, Dow shall be allocated the following Taxes:

(i) all Taxes of Historic Dow Entities for taxable periods (or portions thereof) ending on or before the Merger Date;

(ii) all Separate Company Taxes of (A) each Retained Dow Entity, (B) each Realigned Dow Entity for taxable periods (or portions thereof) ending on or before the Realignment Date of the Realigned Dow Entity, and (C) each Realigned DuPont Entity for taxable periods (or portions thereof) beginning after the Realignment Date of the Realigned DuPont Entity;

(iii) the portion of Consolidated Taxes allocated to Dow Entities pursuant to Section 2.2,;

(iv) Taxes allocated to Dow pursuant to Section 2.4;

(v) subject to Section 7.3, Taxes attributable to any Dow Deferred Items;

(vi) to the extent provided in Section 2.3, DuPont Realignment Taxes;

(vii) Dow Realignment Taxes, except to the extent such Taxes are allocated to DowDuPont, SpecCo, or AgCo pursuant to Section 2.3;

(viii) Dow Integration Taxes;

(ix) except to the extent resulting from (A) a Disqualifying Action, or (B) an Overall Failure, any Dow Distribution Taxes;

(x) the Dow Percentage of any Distribution Taxes to the extent resulting from an Overall Failure;

(xi) any Distribution Taxes resulting from a Dow Disqualifying Action, as determined pursuant to Section 2.7; and

(xii) Taxes allocated to Dow pursuant to Section 3.2.

(b) DowDuPont Tax Liability. Prior to the AgCo Distribution, subject to Sections 2.3 and 2.4, DowDuPont shall be allocated the following Taxes:

(i) all Taxes of Historic DuPont Entities for taxable periods (or portions thereof) ending on or before the Merger Date;

(ii) all Separate Company Taxes of (A) each Retained DuPont Entity for taxable periods (or portions thereof) ending on or before the AgCo Distribution Date, (B) each Realigned DuPont Entity for taxable periods (or portions thereof) ending on or before the Realignment Date of the Realigned DuPont Entity, and (C) each Realigned Dow Entity for taxable periods (or portions thereof) beginning after the Realignment Date of the Realigned Dow Entity, but only for taxable periods (or portions thereof) ending on or before the AgCo Distribution Date;

(iii) the portion of Consolidated Taxes allocated to DuPont Entities pursuant to Section 2.2;

(iv) Taxes allocated to DowDuPont pursuant to Section 2.4;

(v) subject to Section 7.3, Taxes attributable to any DuPont Deferred Items;

(vi) to the extent provided in Section 2.3, Dow Realignment Taxes;

(vii) DuPont Realignment Taxes, except to the extent such Taxes are allocated to Dow pursuant to Section 2.3;

(viii) SpecCo Integration Taxes and, prior to the AgCo Distribution, AgCo Integration Taxes;

(ix) prior to the AgCo Distribution, the DowDuPont Percentage of any Dow Distribution Taxes to the extent resulting from an Overall Failure;

(x) any Distribution Taxes resulting from a DowDuPont Disqualifying Action, as determined pursuant to Section 2.7; and

(xi) Taxes allocated to DowDuPont pursuant to Section 3.2.

(c) AgCo Tax Liability. Subject to Sections 2.3 and 2.4, following the AgCo Distribution, AgCo shall be allocated the following Taxes:

(i) Taxes allocated to DowDuPont under Section 2.1(b) that are allocated to AgCo pursuant to Section 4.5(a) of this Agreement;

(ii) all Separate Company Taxes of each AgCo Entity for taxable periods (or portions thereof) beginning on the day following the AgCo Distribution Date;

(iii) to the extent provided in Section 2.3, Dow Realignment Taxes and DuPont Realignment Taxes;

(iv) AgCo Integration Taxes;

(v) except to the extent resulting from (A) a Disqualifying Action or (B) an Overall Failure, any AgCo Distribution Taxes;

(vi) the AgCo Percentage of any Distribution Taxes to the extent resulting from an Overall Failure;

(vii) any Distribution Taxes resulting from an AgCo Disqualifying Action, as determined pursuant to Section 2.7; and

(viii) Taxes allocated to AgCo pursuant to Section 3.2.

(d) SpecCo Tax Liability. Subject to Sections 2.3 and 2.4, following the AgCo Distribution, SpecCo shall be allocated the following Taxes:

(i) Taxes allocated to DowDuPont under Section 2.1(b) that are allocated to SpecCo pursuant to Section 4.5(a) of this Agreement;

(ii) all Separate Company Taxes of each SpecCo Entity for taxable periods (or portions thereof) beginning on the day following the AgCo Distribution Date;

(iii) to the extent provided in Section 2.3, Dow Realignment Taxes and DuPont Realignment Taxes;

(iv) SpecCo Integration Taxes;

(v) the SpecCo Percentage of any Distribution Taxes to the extent resulting from an Overall Failure;

(vi) any Distribution Taxes resulting from a SpecCo Disqualifying Action, as determined pursuant to Section 2.7; and

(vii) Taxes allocated to SpecCo pursuant to Section 3.2.

2.2 Allocation of Consolidated Taxes.

(a) U.S. Federal Consolidated Taxes.

(i) U.S. federal income Consolidated Taxes of the DowDuPont U.S. Consolidated Group shall be allocated to each Dow Entity and each DuPont Entity using the principles and methodologies described in Treasury Regulation Section 1.1552-1(a)(2).

(ii) Notwithstanding the foregoing, and except to the extent Treasury Regulations or other binding IRS guidance have been issued subsequent to April 1, 2019 and prior to the date of any relevant payment hereunder that require a contrary position: (A) if a Specified Tax Item of the DowDuPont U.S. Consolidated Group would not increase or decrease the U.S. federal income Consolidated Tax liability for, or otherwise subject to any limitation, the DowDuPont U.S. Consolidated Group, no amount shall be allocated to, and no payment shall be made by any member for such Specified Tax Item, regardless of whether such member, on a separate return basis, would experience an increase or decrease, as applicable, in its separate tax liability as a result of, or otherwise be subject to a limitation in respect of, the relevant Specified Tax Item, and (B) to the extent that a Specified Tax Item does increase the U.S. federal income Consolidated Tax liability for the DowDuPont U.S. Consolidated Group, (I) for Specified Tax Items other than Taxes imposed under Section 59A of the Code, the members of the DowDuPont U.S. Consolidated Group shall be allocated such increased U.S. Consolidated Tax liability in proportion to their increased separate return basis Tax liability that would exist as a result of the relevant Specified Tax Item and (II) for Taxes imposed under Section 59A of the Code, a portion of the resulting increased Tax shall be allocated to each member in the same proportion as the "base erosion payments" (within the meaning of Section 59A(d)(1) of the Code) of such member bear to the total "base erosion payments" of the DowDuPont U.S. Consolidated Group.

(b) State Income Consolidated Taxes. For purposes of allocating U.S. state income Consolidated Taxes, Taxes paid to the relevant Taxing Authority shall be allocated to each Dow Entity and DuPont Entity that is a member of the U.S. state income Consolidated Group in proportion to the applicable state taxable income of such member for such year, after reduction for any State Relevant Tax Attributes of such member utilized by such Consolidated Group in the applicable year.

(c) Foreign Consolidated Taxes. For jurisdictions where a Local Country Joint Tax Agreement has been executed, the principles described in the applicable Local Country Joint Tax Agreement shall apply to applicable non-U.S. Consolidated Taxes. In jurisdictions where a Local Country Joint Tax Agreement has not been executed, or to the extent a matter is not addressed in the relevant Local Country Joint Tax Agreement, the principles of the relevant applicable Law shall apply to determine appropriate compensation among the Parties for use of Tax Attributes.

(d) To the extent that a Tax Authority in a jurisdiction where TDCC and DuPont have agreed not to file a joint Tax Return as Consolidated Group successfully asserts that Dow Entities and DuPont Entities should have filed jointly, a joint Tax Return shall be prepared and filed, in accordance with this Agreement and, for purposes of this Agreement, Dow shall receive credit for Taxes paid in such jurisdiction by Dow Entities and DowDuPont shall receive credit for Taxes paid in such jurisdiction by DuPont Entities. For the avoidance of doubt, if any Tax Authority successfully asserts that any group including both Dow Entities and DuPont Entities is or was required file a joint Tax Return, such group of entities shall be considered a Consolidated Group for purposes of this Agreement.

(e) Exhibit D sets forth, by year and jurisdiction, the amount of Consolidated Taxes, estimated and final, in respect of which TDCC, and DuPont and their respective Subsidiaries have made any payments.

2.3 Allocation of Certain Realignment Taxes. Any Realignment Taxes that result from direct or indirect transfers of equity interests in a Party (other than the Party that, absent this Section 2.3, would be responsible for the Realignment Taxes referred to herein) (an "Equity Transfer Party") following April 1, 2019, including equity transfers that result from an issuance or redemption of any such equity interests, but excluding direct and indirect equity transfers resulting from the AgCo Distribution and the Dow Distribution, and including Realignment Taxes from any resulting indirect transfer of an equity interest in a party to a Realignment Transaction, shall, in each case, be allocated to such Equity Transfer Party. Any Realignment Taxes that result from a breach by a Party or any of its Subsidiaries of the restrictions set forth on Exhibit E, shall be allocated to the breaching Party. Dow shall be allocated the Dow Percentage and (A) prior to the AgCo Distribution, DowDuPont shall be allocated the DowDuPont Percentage, and (B) following the AgCo Distribution, SpecCo shall be allocated the SpecCo Percentage and AgCo shall be allocated the AgCo Percentage, of any Realignment Taxes that result from the failure of a Realignment Transaction to qualify for tax-free treatment under Sections 355(e) or (f) of the Code (or any similar provision of state, local or foreign law) by reason of direct or indirect transfers of any equity interest in TDCC, DuPont or DowDuPont (including any resulting indirect transfer of an equity interest in a party to a Realignment Transaction) prior to April 1, 2019, including an issuance or redemption of any such equity interests.

2.4 Certain Control Right Taxes. Notwithstanding anything in Section 2.1 to the contrary, Taxes resulting directly from Dow Authorization Policy Actions shall be allocated to Dow, and Taxes resulting directly from DuPont Authorization Policy Actions shall be allocated to DowDuPont. Notwithstanding the foregoing, (i) Taxes resulting from the recapture of any Tax Holiday benefit for a year prior to the year of any Dow Authorization Policy Action or DuPont

Authorization Policy Action shall not be allocated pursuant to the preceding sentence and (ii) no Taxes will be allocated pursuant to this Section 2.4 for any Dow Authorization Policy Actions or DuPont Authorization Policy Actions (other than any actions described in clause (i) of the definition of Dow Authorization Policy Actions or DuPont Authorization Policy Actions) if the aggregate Tax impact of such action for all applicable Tax Years (including the value of any lost Tax Attributes (valued using the same methodology as described in the definition of "Tax Attribute Differential Value"), but excluding any Taxes described in clause (i) of this sentence) does not exceed $2,000,000.

2.5 Compensation for Use of Attributes and Adjustment Payments.

(a) Payment for Certain Attributes. If any Party or any of its Subsidiaries (at the time of payment) pays an amount to an employee, pension or other third party, but the corresponding Tax Attribute is allocated by applicable law to another Party or any of its Subsidiaries at such time (including, without limitation, compensation paid or the granting of an equity interest to, or the vesting of any equity interest granted to, an employee of the other Party or any of its Subsidiaries at such time, or any contributions in respect of a Party's historic pension plan liabilities relating to a Realigned Entity) then the Party to which the Tax Attribute was allocated under applicable law (or the Party to whose Subsidiary the Tax Attribute was allocated) shall make one or more payments to the Party that incurred the expense (or whose Subsidiary incurred the expense) in an amount equal to the actual reduction in Taxes of such Party or such Subsidiary (including reductions in Taxes allocated under this Agreement), calculated on a "with and without" basis, to the extent that payment for such reduction in Taxes is not otherwise required pursuant to this Agreement. Any payments required to be made pursuant to this Section 2.5(a), (i) between Dow and DowDuPont shall be made no later than sixty (60) days following the filing of the relevant Tax Return for the taxable period that includes the Dow Distribution if the reduction in Tax was reflected on such Tax Return or a previously filed Tax Return, and (ii) between AgCo and SpecCo shall be made no later than ninety (90) days following the filing of the relevant Tax Return for the taxable period that includes the AgCo Distribution if the reduction in Tax was reflected on such Tax Return or a previously filed Tax Return. If any payment described in the first sentence of this Section 2.5(a) is made after the close of the taxable period that includes the Dow Distribution (in the case of payments pursuant to this Section 2.5(a) to be made between Dow, on one hand, and AgCo or SpecCo, on the other hand) or the AgCo Distribution (in the case of payments pursuant to this Section 2.5(a) to be made between AgCo and SpecCo), the payment required to be made pursuant to this Section 2.5(a) shall be made no later than sixty (60) days following the filing of the Tax Return reflecting the actual reduction in Taxes allocated to the paying Party (or such Party's Subsidiary). Notwithstanding the foregoing, to the extent that the Tax Attribute is used to offset income included under Section 965 of the Code, the amount required to be paid shall be equal to the present value of the installment payments under Section 965(h) of the Code that would otherwise have been made (assuming no available Tax Attributes of the entity, Dow or DuPont, as applicable, and its Subsidiaries whose Tax Attributes offset such income inclusions attributable to the other entity and its Subsidiaries), and using a discount rate of four and one-half percent 4.5%. For purposes of this Section 2.5(a), TDCC and its Subsidiaries as of any time shall be treated as Subsidiaries of Dow as of such time.

(b) Tax Attributes for Section 336(e) Election. To the extent that a Party, other than the Party (or any of its Subsidiaries) benefiting from any Tax Attributes resulting from the Section 336(e) Election relating to the Dow Distribution, is liable for Dow Distribution Taxes pursuant to this Agreement, then the Party that benefits from such Tax Attributes (or the Party whose Subsidiary benefits from such Tax Attributes) shall make one or more payments to the Party liable for the Dow Distribution Taxes in an amount equal to the actual reduction in Taxes enjoyed by such Party or its Subsidiary (including reductions in Taxes allocated under this Agreement), calculated on a "with and without" basis. Any payments required to be made pursuant to this Section 2.5(b) shall be made no later than sixty (60) days following the filing of the relevant Tax Return for the taxable period that includes the actual reduction in Taxes enjoyed by such Party or its Subsidiary.

(c) U.S. Federal Income Adjustment Payment. No later than one hundred and twenty (120) days following the filing of the U.S. federal income Tax Return for the DowDuPont U.S. Consolidated Group for the taxable year that includes the Dow Distribution, (i) if the Aggregate Adjustment Payment is negative, Dow shall pay the absolute value of the Aggregate Adjustment Payment to DowDuPont, and (ii) if the Aggregate Adjustment Payment is positive, DowDuPont shall pay the Aggregate Adjustment Payment to Dow.

(d) U.S. State Consolidated Income Adjustment Payment. No later than one hundred and fifty (150) days following the filing of the U.S. federal income Tax Return for the DowDuPont U.S. Consolidated Group for the taxable year that includes the Dow Distribution, (i) if the State Aggregate Adjustment Payment is negative, Dow shall pay the absolute value of the State Aggregate Adjustment Payment to DowDuPont, and (ii) if the State Aggregate Adjustment Payment is positive, DowDuPont shall pay the State Aggregate Adjustment Payment to Dow.

(e) No payment or further allocations shall be required under Section 2.1(a)(iii) or Section 2.1(b)(iii) by reason of any payments made pursuant to Section 2.5(c)-(d).

2.6 Straddle Period Allocation. For purposes of this Agreement, if either Realignment, the Dow Distribution or the AgCo Distribution occurs during a taxable period other than the last day of the taxable period, Taxes for the entire taxable period (including, for example, Subpart F income under Section 951 of the Code and a proportionate share of the associated foreign tax credits) shall be allocated, on the one hand, to the portion of the taxable period ending on the Realignment Date, the Dow Distribution Date or the AgCo Distribution Date, as the case may be, and on the other hand, to the portion of the taxable period beginning on the day after the Realignment Date, the Dow Distribution Date or the AgCo Distribution Date, as the case may be, on a "closing of the books" method as of the end of the Realignment Date, the Dow Distribution Date or the AgCo Distribution Date; provided that property Taxes and other similar periodic Taxes, and exemptions, allowances or deductions that are calculated on an annual or periodic basis shall be allocated between such portions in proportion to the number of days in each such portion. For the avoidance of doubt, the "closing of the books" method shall deem any tax period beginning before but ending after an applicable date to end on the applicable date. If Realignment occurred during a taxable period, the Realigned Entity shall be treated as one entity for the portion of the taxable period up to and including the Realignment Date, and as a second, separate entity for the portion of the taxable period beginning on the day following the Realignment Date.

2.7 Certain Distribution Taxes.

(a) Distribution Taxes described in Section 2.1(a)(xi) and not in any of Section 2.1(b)(x), Section 2.1(c)(vii) or 2.1(d)(vi) shall be allocated entirely to Dow; Distribution Taxes described in Section 2.1(b)(x) and not in any of Section 2.1(a)(xi), 2.1(c)(vii) or 2.1(d)(vi) shall be allocated solely to DowDuPont; Distribution Taxes described in Section 2.1(c)(vii) and not in any of Section 2.1(a)(xi), 2.1(b)(x) or 2.1(d)(vi) shall be allocated solely to AgCo; and Distribution Taxes described in Section 2.1(d)(vi) and not in any of Section 2.1(a)(xi), 2.1(b)(x) or 2.1(c)(vii) shall be allocated solely to SpecCo. Subject to Section 2.7(b), to the extent that any Distribution Taxes would, in the absence of this Section 2.7(a), be described in both Section 2.1(a)(xi) and (i) Section 2.1(b)(x), or (ii) following the AgCo Distribution, Section 2.1(c)(vii) or Section 2.1(d)(vi), responsibility for such Distribution Taxes shall be allocated to Dow, on the one hand, and DowDuPont, AgCo and/or SpecCo, as appropriate, on the other hand, according to relative fault. Subject to Section 2.7(b), to the extent that any Distribution Taxes would, in the absence of this Section 2.7(a), be described in both Section 2.1(c)(vii) and Section 2.1(d)(vi), responsibility for such Distribution Taxes shall be allocated to AgCo, on the one hand, and SpecCo, on the other hand, according to relative fault.

(b) Notwithstanding Section 2.7(a), in the case of Distribution Taxes resulting from the application of Section 355(e) of the Code to a Distribution, (A) Dow shall be allocated one hundred percent (100%) of such Distribution Taxes if a Dow Disqualifying Action causes the application of Section 355(e), (B) DowDuPont shall be allocated one hundred percent (100%) of such Distribution Taxes if a DowDuPont Disqualifying Action causes the application of Section 355(e), (C) SpecCo shall be allocated one hundred percent (100%) of such Distribution Taxes if a SpecCo Disqualifying Action causes the application of Section 355(e) and (D) AgCo shall be allocated one hundred percent (100%) of such Distribution Taxes if an AgCo Disqualifying Action causes the application of Section 355(e). In the event a Disqualifying Action of more than one Party causes the application of Section 355(e) to a Distribution, applicable Distribution Taxes shall be allocated among such Parties equally.

ARTICLE III

TAX RETURNS, TAX COMPLIANCE AND OTHER TAX MATTERS

3.1 Preparation of Tax Returns.

(a) Each Party shall prepare and timely file, or cause to be prepared and timely filed, taking into account applicable extensions, all Tax Returns required to be filed by such Party or any of its Subsidiaries (the "Preparing Party") and shall pay, or cause to be paid, all Taxes shown as due and payable on such Tax Returns. To the extent that any such Tax Returns reflect Taxes that are payable by another Party pursuant to this Agreement (the "Reviewing Party"), such Tax returns shall be prepared in accordance with the Past Practice of the Reviewing Party in respect of the entities or operations giving rise to such Taxes. Except as otherwise required by applicable law, no Party shall file any amended Tax Return for a Realigned Entity for any taxable period ending on or before, or that includes, the Realignment Date of the Realigned Entity, without the prior written approval (not to be unreasonably withheld, conditioned or delayed) of the Party responsible for Taxes relating to such periods pursuant to this Agreement.

(b) The Preparing Party shall submit to the Reviewing Party a draft of any Tax Return that reflects Taxes payable by the Reviewing Party pursuant to this Agreement (or to the extent practicable the portion of such Tax Return that relates to such Taxes) along with a statement setting forth the calculation of any such Taxes shown as due and payable on such Tax Return at least thirty (30) days (or, in the case of a Tax Return with a Due Date fewer than fourty-five (45) days following the end of the taxable period to which such Tax Return relates, a reasonable amount of time) prior to the Due Date for such Tax Return for such Reviewing Party's review, comment and approval (such approval not to be unreasonably delayed, conditioned or withheld).

(c) In the event of any dispute regarding any Tax Return, or any other matter referred to in this Agreement, the Tax Officer of each Party involved in the dispute shall cooperate in good faith to resolve such dispute. Any dispute that the Tax Officers are unable to resolve shall be referred to a senior executive of each Party involved in the dispute who shall cooperate in good faith to resolve such dispute. Any dispute that such senior executives are unable to resolve shall be resolved by the Dispute Resolution Firm pursuant to Section 8.1. In the event that any dispute is not resolved (whether pursuant to good faith cooperation or by the Dispute Resolution Firm) prior to the Due Date for the filing of any such Tax Return, such Tax Return shall be timely filed by the Preparing Party and the Preparing Party agrees to amend such Tax Return as necessary to reflect the resolution of such dispute in a manner consistent with such resolution.

(d) Notwithstanding anything to the contrary in this Agreement, for all Tax purposes, the Parties shall report any Extraordinary Transactions that are caused or permitted to occur by a Party or any of their respective Subsidiaries on either the Dow Distribution Date or the AgCo Distribution Date as occurring on the day after the Dow Distribution Date or the AgCo Distribution Date, as applicable, pursuant to Treasury Regulations Section 1.1502-76(b)(1)(ii)(B) or any similar or analogous provision of state, local or foreign law. Similar principles shall apply for purposes of making allocations under this Agreement in respect of Extraordinary Transactions occurring on the Realignment Date after Realignment. The Parties hereto agree that no Party will make a ratable allocation election under Treasury Regulations Sections 1.1502-76(b)(2)(ii)-(iii) and 1.706-4(a)(3) or any other similar provision of state or local law, and all allocations between taxable periods shall be made on a "closing of the books method."

3.2 Holiday Recapture. Exhibit F sets forth certain Tax Holidays applicable to Realigned DuPont Entities and the applicable requirements for avoiding recapture of any previously received benefits under such Tax Holidays for pre-Realignment taxable periods (or portions thereof). Exhibit G sets forth certain Tax Holidays applicable to Realigned Dow Entities and the applicable requirements for avoiding recapture of any previously received benefits under such Tax Holidays for pre-Realignment taxable periods (or portions thereof). In the case of Tax Holidays listed on Exhibit F, following the Dow Distribution, Dow shall, and shall cause its Subsidiaries to, use commercially reasonable efforts to comply with the applicable requirements listed on Exhibit F. In the case of Tax Holidays listed on Exhibit G, (i) prior to the AgCo Distribution, DowDuPont shall, and shall cause its Subsidiaries to, and (ii) following the AgCo

Distribution (A) AgCo in the case of an AgCo Entity that is a Realigned Dow Entity, or (B) SpecCo in the case of a SpecCo Entity that is a Realigned Dow Entity, shall, and shall cause their respective Subsidiaries to, use their commercially reasonable efforts to comply with the applicable requirements listed on Exhibit G. Taxes imposed as a result of a breach of the covenants contained in this Section 3.2 shall be allocated to the Party breaching such covenant.

3.3 Tax Attributes; E&P.

(a) As soon as reasonably practicable after the Dow Distribution Date, the Tax Officers of Dow, DowDuPont and AgCo shall cooperate in good faith to determine the allocation of Tax Attributes between the Dow Entities and the DowDuPont Entities, and, as soon as reasonably practicable after the AgCo Distribution Date, the Tax Officers of AgCo and SpecCo shall cooperate in good faith to determine the allocation of Tax Attributes between the AgCo Entities and the SpecCo Entities, in each case, in accordance with the Code and Treasury Regulations (including, for purposes of this Section 3.3(a), any proposed income tax regulations to the extent no final or temporary income tax regulations have been issued that supersede such proposed regulations) including (i) the principles of the "percentage method" described in Treasury Regulation Section 1.1502-33(d)(3) shall apply, using one hundred percent (100%) as the fixed percentage (the "Percentage Method") (ii) in the case of Tax Attributes other than earnings and profits, Treasury Regulations Sections 1.46-1, 1.1502-4, 1.1502-9(c), 1.1502-21, 1.1502-21T, 1.1502-22, 1.1502-24, 1.1502-79 and, if applicable, 1.1502-79A (and any applicable state, local and foreign Tax laws), and (iii) in the case of earnings and profits, in accordance with Code Section 312(h) and Treasury Regulations Section 1.312-10(a) and 1.1502-33(e). The operation of the provisions of this Section 3.3(a), Section 2.2 and Section 2.5 are further illustrated by the examples attached as Exhibit H (collectively, the "Methodology and Examples"). Section 2.2, Section 2.5 and this Section 3.3(a) shall be interpreted consistently with the Methodology and Examples, and the parties intend the Methodology and Examples to form a part of this Agreement. Any dispute that the Tax Officers are unable to resolve in respect of such determination shall be referred to a senior executive of each Party involved in the dispute who shall cooperate in good faith to resolve such dispute. Any dispute that such senior executives are unable to resolve shall be resolved by the Dispute Resolution Firm pursuant to Section 8.1. Unless otherwise agreed by the Parties, any disputes under this Section 3.3(a) shall be conclusively resolved by the Dispute Resolution Firm prior to (i) the due date for the U.S. federal consolidated income tax return of DowDuPont for the taxable year that includes the Dow Distribution, in the case of disputes between Dow and DowDuPont, and (ii) the due date for the U.S. federal consolidated income tax return of DowDuPont for the taxable year that includes the AgCo Distribution, in the case of disputes between AgCo and SpecCo. The Parties hereby agree to compute all Taxes for any taxable period after the Dow Distribution Date or the AgCo Distribution Date, as applicable, consistently with the determination of the allocation of Tax Attributes pursuant to this Section 3.3(a) unless otherwise required by a Final Determination.

(b) To the extent that the amount of any Tax Attribute is later reduced or increased by a Tax Authority or Tax Proceeding, such reduction or increase shall be allocated to the Party to which such Tax Attribute would have been allocated pursuant to Section 3.3(a).

3.4 Section 336(e) Election. Pursuant to Treasury Regulation Sections 1.336-2(h)(1) and 1.336-2(j), in connection with the Dow Distribution, DowDuPont shall make a timely

protective election under Section 336(e) of the Code and the Treasury Regulations issued thereunder for Dow and each of its domestic Subsidiaries for which such election is available (a "Section 336(e) Election"). The Parties shall cooperate in making such Section 336(e) Election, including filing any statements, amending any Tax Returns or taking such other action reasonably necessary to carry out the Section 336(e) Election. If, pursuant to a Final Determination, Section 336(e) applies with respect to the Dow Distribution, Dow shall provide DowDuPont or SpecCo, as applicable, with a proposed determination of the "Aggregate Deemed Asset Disposition Price" and the "Adjusted Grossed-Up Basis" (each as defined under applicable Treasury Regulations) and the allocation of such Aggregate Deemed Asset Disposition Price and Adjusted Grossed-Up Basis among the disposition date assets of Dow and its Subsidiaries in accordance with the applicable provisions of Section 336(e) of the Code and applicable Treasury Regulations (the "Section 336(e) Allocation Statement"). Within thirty (30) days after receipt of the Section 336(e) Allocation Statement, DowDuPont or SpecCo, as applicable, may provide comments to Dow, to the Section 336(e) Allocation Statement and Dow shall accept any such reasonable comments. In such case, no DowDuPont Entity, Dow Entity, AgCo Entity or SpecCo Entity shall take any position inconsistent with the Section 336(e) Election including the Section 336(e) Allocation Statement.

ARTICLE IV

INDEMNIFICATION, PAYMENT AND OTHER OBLIGATIONS

4.1 Indemnification.

(a) Indemnification by Dow. Subject to Section 4.3(a), Section 4.6(e) and Section 4.7, Dow shall pay (or, at its option, shall cause its applicable Subsidiary to pay), and shall indemnify and hold each of DowDuPont, AgCo and SpecCo harmless from and against, without duplication:

(i) all Taxes allocated to Dow pursuant to Sections 2.1(a)(iv)-(xii);

(ii) to the extent not also described in any of (A) Sections 2.1(b)(iv)-(xi), (B) Sections 2.1(c)(iii)-(viii) or (C) Sections 2.1(d)(iii)-(vii), (I) all Taxes allocated to Dow pursuant to Sections 2.1(a)(i)-(ii) and (II) all Taxes allocated to Dow Entities pursuant to Section 2.1(a)(iii) by reason of Section 2.2(c);

(iii) AgCo Dow Cash Repatriation Taxes;

(iv) SpecCo Dow Cash Repatriation Taxes; and

(v) any costs and expenses related to the foregoing (including reasonable attorneys' fees and expenses).

(b) Indemnification by DowDuPont. Subject to Section 4.3(a), Section 4.6(e) and Section 4.7 and prior to the AgCo Distribution, DowDuPont shall pay (or, at its option, shall cause its applicable Subsidiary to pay), and shall indemnify and hold Dow harmless from and against, without duplication:

(i) all Taxes allocated to DowDuPont pursuant to Sections 2.1(b)(iv)-(xi);

(ii) to the extent not also described in Sections 2.1(a)(iv)-(xii), (A) all Taxes allocated to DowDuPont pursuant to Sections 2.1(b)(i)-(ii) and (B) all Taxes allocated to DuPont Entities pursuant to Section 2.1(b)(iii) by reason of Section 2.2(c);

(iii) MatCo DuPont Ag Cash Repatriation Taxes;

(iv) MatCo DuPont Spec Cash Repatriation Taxes; and

(v) any costs and expenses related to the foregoing (including reasonable attorneys' fees and expenses).

(c) Indemnification by AgCo. Subject to Section 4.3, Section 4.6(e) and Section 4.7, and following the AgCo Distribution, AgCo shall pay (or, at its option, shall cause its applicable Subsidiary to pay), and shall indemnify and hold each of Dow and SpecCo harmless from and against, without duplication:

(i) all Taxes allocated to AgCo pursuant to Sections 2.1(c)(iii)-(viii);

(ii) to the extent not also described in either (A) Sections 2.1(a)(iv)-(xii) or (B) Sections 2.1(d)(iii)-(vii), all Taxes allocated to AgCo pursuant to Section 2.1(c)(ii);

(iii) Taxes allocated to AgCo pursuant to Section 2.1(c)(i) that are also allocated to DowDuPont pursuant to Sections 2.1(b)(iv)-(xi);

(iv) Taxes allocated to AgCo pursuant to Section 2.1(c)(i) that are both (A) allocated to (1) DowDuPont pursuant to Sections 2.1(b)(i)-(ii) or (2) DuPont Entities pursuant to Section 2.1(b)(iii) by reason of Section 2.2(c) and (B) not described in either (I) Sections 2.1(a)(iv)-(xii) or (II) Sections 2.1(d)(iii)-(vii);

(v) MatCo DuPont Ag Cash Repatriation Taxes;

(vi) Agriculture Attributable Obligations; and

(vii) any costs and expenses related to the foregoing (including reasonable attorneys' fees and expenses).

(d) Indemnification by SpecCo. Subject to Section 4.3, Section 4.6(e) and Section 4.7, and following the AgCo Distribution, SpecCo shall pay (or, at its option, shall cause its applicable Subsidiary to pay), and shall indemnify and hold each of Dow and AgCo harmless from and against, without duplication:

(i) all Taxes allocated to SpecCo pursuant Sections 2.1(d)(iii)-(vii);

(ii) to the extent not also described in either (A) Sections 2.1(a)(iv)-(xi) or (B) Sections 2.1(c)(iii)-(viii), all Taxes allocated to SpecCo pursuant to Section 2.1(d)(ii);

(iii) Taxes allocated to SpecCo pursuant to Section 2.1(d)(i) that are also allocated to DowDuPont pursuant to Sections 2.1(b)(iv)-(x);

(iv) Taxes allocated to SpecCo pursuant to Section 2.1(d)(i) that are both (A) allocated to (1) DowDuPont pursuant to Sections 2.1(b)(i)-(ii) or (2) DuPont Entities pursuant to Section 2.1(b)(iii) by reason of Section 2.2(c) and (B) not described in either (I) Sections 2.1(a)(iv)-(xii) or (II) Sections 2.1(c)(iii)-(viii);

(v) MatCo DuPont Spec Cash Repatriation Taxes;

(vi) Specialties Attributable Obligations;

(vii) Election Adjustment Taxes; and

(viii) any costs and expenses related to the foregoing (including reasonable attorneys' fees and expenses).

4.2 Timing of Payment.

(a) Initial Payment. Subject to Section 4.2(b), at least ten (10) Business Days prior to any Payment Date for any Tax Return, the Preparing Party shall compute the amount of Tax required to be paid to the applicable Taxing Authority with respect to such Tax Return on such Payment Date, and the portion of such Tax (if any) for which any Reviewing Party is responsible pursuant to this Agreement. Each Reviewing Party shall pay to the Preparing Party an amount equal to any Taxes to be paid on such Payment Date for which the Reviewing Party is responsible pursuant to this Agreement.

(b) Adjustments to Initial Payment. If either a Tax Proceeding or an amendment to any Tax Return, results in an adjustment to any amounts payable pursuant to this Agreement (an "Adjustment"), then, (i) the Party filing the amended Tax Return or controlling the Tax Proceeding shall promptly notify the other relevant Parties in writing regarding the Adjustment to the extent they are otherwise unaware of the Adjustment, and (ii) the relevant amounts previously paid under this Agreement shall be recalculated and a true-up payment shall be made for the difference between the recalculated amount and the amount previously paid or calculated to be paid, at the time or times provided in the next two sentences. No later than sixty (60) days following the close of the applicable calendar year, any Adjustments occurring during the applicable calendar year shall be netted between any two Parties, and any Party with a net payable after calculating offsetting Adjustments to another Party (a "Net Payable") shall pay the amount of such Net Payable to the Party to which the Net Payable is owed. Notwithstanding the above, if, at any point during the calendar year, the amount of a Party's Net Payable exceeds ten million dollars ($10,000,000.00), the Party shall pay such Net Payable, within ninety (90) days of receipt of a written demand by the Party to which the Net Payable is owed.

4.3 Payment Amount.

(a) The amount of any payment pursuant to this Agreement shall (i) be reduced by the amount of any reduction in Taxes for which the Payee Party is responsible under this Agreement actually realized as a result of the event giving rise to the payment by the end of the taxable year in which the payment is made, and (ii) be increased if and to the extent necessary to ensure that, after all required Taxes on the payment are paid (including Taxes attributable to any increases in the payment under this Section 4.3), the Payee Party receives the amount it would have received if the payment was not taxable or did not result in an increase in Taxes.

(b) With respect solely to AgCo and SpecCo, for payments of or with respect to U.S. federal income Taxes pursuant to this Agreement, in the event that the payment of such Taxes by AgCo or SpecCo causes the other Party to generate or otherwise receive a Tax Attribute, the recipient of such Tax Attribute shall pay to the Party making the payment of or with respect to such U.S. federal income Taxes the value of such Tax Attribute attributable thereto, without any discount for expected utilization and, to the extent relevant, otherwise calculated using assumptions similar to those provided in the definition of "Tax Attribute Differential Value;" *provided*, that the Party otherwise hereby obligated to make a payment shall have no obligation to pay for the value of a Tax Attribute described in this Section 4.3(b) to the extent that such Tax Attribute would not be recognized on the consolidated financial statements without an accompanying valuation allowance with respect to such Tax Attribute.

4.4 Characterization of Payments and Certain Transactions.

(a) To the extent permitted by applicable Law, unless otherwise required by a Final Determination, this Agreement, or as otherwise agreed to among the Parties (including as may be agreed in any Continuing Arrangements among affiliates of the Parties), for U.S. federal Tax purposes, any payment made pursuant to this Agreement (other than payments of interest) shall be treated as follows:

(i) to the extent the Paying Party's Subsidiary or assets and the Payee Party's Subsidiary or assets to which the liability for payment relates were separated in a tax-free distribution for U.S. federal Tax purposes, such payment shall be treated as a tax-free contribution or tax-free distribution, as applicable, with respect to the stock of the Paying Party or its relevant Subsidiary, or the Payee Party or its relevant Subsidiary, as applicable, occurring immediately prior to the relevant transaction in the Internal Reorganization, Dow Contribution or AgCo Contribution, as applicable; and

(ii) to the extent the Paying Party's Subsidiary or assets and the Payee Party's Subsidiary or assets to which the liability for payment relates were separated in a taxable transaction for U.S. federal Tax purposes, such payment shall be treated as an adjustment to the price or amount, as applicable, of the relevant transaction in the Internal Reorganization, Dow Contribution or AgCo Contribution, as applicable.

Payments of interest shall be treated as deductible by the Paying Party or its relevant Subsidiary and as income to the Payee Party or its relevant Subsidiary, as permitted and

applicable. In the case of each of the foregoing, no Party shall take a position inconsistent with such treatment. In the event that a Taxing Authority asserts that a Party's treatment of a payment pursuant to this Agreement should be other than as set forth in this Section 4.4(a), such Party shall use its commercially reasonable efforts to contest such challenge.

(b) To the extent a Party or its Subsidiary is required to engage in any transaction described in clauses (i)(C) or clause (ii) of the definitions of Dow Realignment Transactions or DuPont Realignment Transactions, then unless otherwise required by a Final Determination, the Parties shall treat such transaction as "relating back" to a relevant tax-free transaction. No Party shall take a position inconsistent with such treatment, and in the event that a Taxing Authority asserts that a Party's treatment should be other than as set forth in this Section 4.4(b), such Party shall use its commercially reasonable efforts to contest such challenge.

4.5 Further Allocation of Obligations.

(a) Obligations of DowDuPont. Following the AgCo Distribution, AgCo shall be allocated and shall be responsible for all liabilities and obligations of DowDuPont under this Agreement that are Agriculture Attributable Obligations and SpecCo shall be allocated and responsible for all liabilities and obligations of DowDuPont under this Agreement that are Specialties Attributable Obligations. AgCo shall be liable to SpecCo for 40% of any Taxes of another Person (other than any Party or any Subsidiary of any Party) imposed on SpecCo or its Subsidiaries pursuant to a contract entered into prior to the AgCo Distribution Date, which Taxes are for a period or portion thereof ending on or prior to the AgCo Distribution Date and that are not otherwise allocated pursuant to this Agreement. SpecCo shall be liable to AgCo for 60% of any Taxes of another Person (other than any Party or any Subsidiary of any Party) imposed on AgCo or its Subsidiaries pursuant to a contract entered into prior to the AgCo Distribution Date, which Taxes are for a period or portion thereof ending on or prior to the AgCo Distribution Date and that are not otherwise allocated pursuant to this Agreement.

(b) Obligations of Dow. If as of the time of the AgCo Distribution, Dow shall have an outstanding obligation to indemnify DowDuPont pursuant to this Agreement for any Tax liability that DowDuPont has paid, then Dow shall, subject to the next sentence, be liable to SpecCo for the full amount of such outstanding obligation. If SpecCo and AgCo jointly agree that a particular outstanding obligation is properly owed to AgCo, and so inform Dow in writing, Dow shall be liable to AgCo for the full amount of such obligation. SpecCo and AgCo shall each inform the other, in writing, upon receipt of any payment in satisfaction of a liability described in this Section 4.5(b).

4.6 Procedures and Limitations Relating to Indemnification Payments for Intercompany Accounts.

(a) Each Party shall, and shall cause its Subsidiaries to, use reasonable efforts to mitigate any Taxes described in clauses (iii) of the definitions of Dow Realignment Taxes and DuPont Realignment Taxes (other than Taxes related to the Identified Selected Dow Intercompany Accounts which shall be subject to Section 4.6(f)) if another Party would be required to indemnify that Party for any such Taxes pursuant to Section 4.1 of this Agreement.

(b) No later than sixty (60) days following the filing of the U.S. federal income Tax Return for any Party, the Party shall calculate the amount of any Taxes described in clauses (ii)-(iii) of the definitions of Dow Realignment Taxes and DuPont Realignment Taxes if another Party would be required to indemnity that Party for any such Taxes pursuant to Section 4.1 of this Agreement (such indemnifiable Taxes, "Intercompany Account Taxes") for which it has a claim against another Party for the period covered by such Tax Return ("the Intercompany Indemnity Amount"). The Payee Party shall prepare a statement (the "Intercompany Indemnity Statement") detailing the Payee Party's calculation of the Intercompany Indemnity Amount for which the Payee Party is seeking payment and deliver the Intercompany Indemnity Statement to the Paying Party. The Intercompany Indemnity Statement shall include sufficient supporting detail regarding each element of Intercompany Indemnity Amount to permit the Paying Party to review and consider the Intercompany Indemnity Statement. The Paying Party shall have sixty (60) days to review and consider the Intercompany Indemnity Statement and the Payee Party shall make its employees and representatives available to answer any question of the Paying Party (or its advisors) regarding the Intercompany Indemnity Amount during such period. Following such sixty (60) day period, any outstanding dispute regarding the Intercompany Indemnity Amount shall be resolved by the Dispute Resolution Firm in accordance with Section 8.1.

(c) Ten (10) days following the Paying Party's review and approval or, in the event of any dispute regarding the Intercompany Indemnity Amount, the Dispute Resolution Firm's resolution of the dispute, the Paying Party shall pay the amount of the Intercompany Account Taxes agreed to by the applicable Parties or, in the event of any dispute regarding the Intercompany Indemnity Amount, determined by the Dispute Resolution Firm in respect of the period covered by the applicable Tax Return.

(d) The amount of any Intercompany Account Taxes described in clauses (ii)-(iii) of the definitions of Dow Realignment Taxes and DuPont Realignment Taxes in respect of any particular Historical Dow Selected Intercompany Account or Historical DuPont Selected Intercompany Account shall be reduced by any cash tax savings resulting for a taxable year ending on or prior to December 31, 2020, by the Party otherwise entitled to indemnification for such Intercompany Account Taxes as a result of the utilization of a U.S. federal foreign tax credit under Section 901 generated by reason of transactions undertaken, on or prior to December 31, 2020, to settle, by means of cash payments, a dividend, capital contribution, or a combination of the foregoing, such Historical Dow Selected Intercompany Account or Historical DuPont Selected Intercompany Account (with such savings computed on a "with and without" basis).

(e) Cap

(i) The aggregate amount described in clause (ii) of the definition of Dow Realignment Taxes for which Dow is required to indemnify the Parties (other than Dow) hereunder shall not exceed the Dow Intercompany Indemnity Cap, and, in the event that such sum would otherwise, absent application of this Section 4.6(d), exceed the Dow Intercompany Indemnity Cap, the amounts of such Taxes for which AgCo and SpecCo shall be entitled to indemnification from Dow pursuant to this Agreement shall be reduced proportionately, so that the aggregate sum of such Taxes for which AgCo and SpecCo are entitled to indemnification pursuant to this Agreement equals the Dow Intercompany Indemnity Cap.

(ii) The aggregate amount described in clause (ii) of the definition of DuPont Realignment Taxes for which the Parties (other than Dow) are required to indemnify Dow hereunder shall not exceed the DuPont Intercompany Indemnity Cap, and, in the event that such sum would otherwise, absent application of this Section 4.6(d), exceed the DuPont Intercompany Indemnity Cap, the amounts of such Taxes for which Dow shall be entitled to indemnification pursuant to this Agreement from each of AgCo and SpecCo shall be reduced proportionately, so that the aggregate sum of such Taxes for which Dow is entitled to indemnification pursuant to this Agreement equals the DuPont Intercompany Indemnity Cap.

(f) Identified Selected Dow Intercompany Accounts. The Parties shall reasonably cooperate, in good faith, to determine a mutually agreeable manner to eliminate, settle, or otherwise unwind the Identified Selected Dow Intercompany Accounts in a manner that minimizes, to the extent possible, the Taxes incurred as a result of the settlement or unwind of the Identified Selected Dow Intercompany Accounts. Notwithstanding the foregoing, provided that such Party uses reasonable efforts to mitigate any such Taxes, the obligations of this Section 4.6(f), and/or the failure to arrive at any mutually agreeable elimination, settlement or unwind of the Identified Selected Dow Intercompany Accounts shall in no way limit any Party's right to indemnification hereunder for any Dow Realignment Taxes related to maintaining or settling the Identified Selected Dow Intercompany Accounts.

(g) Notice Requirements. No Party shall be entitled to indemnification for any Taxes or amounts described in clauses (ii)-(iii) of the definitions of DuPont Realignment Taxes and Dow Realignment Taxes unless such Party has provided notice (in the manner required under this Agreement) on or prior to December 31, 2020, to the Parties otherwise required to indemnify for such Taxes hereunder, that such Taxes or amounts may be required to be indemnified hereunder; provided, however, that this Section 4.6(f) shall not apply to Taxes or amounts related to the Identified Selected Dow Intercompany Accounts.

4.7 Cap on Repatriation Taxes.

(a) The aggregate amount described in the definition of AgCo Dow Cash Repatriation Taxes and SpecCo Dow Cash Repatriation Taxes for which Dow is required to indemnify the Parties (other than Dow) hereunder shall not exceed $10,000,000.00, and, in the event that such sum would otherwise, absent application of this Section 4.7(a), exceed $10,000,000.00, the amounts of such Taxes for which AgCo and SpecCo shall be entitled to indemnification from Dow pursuant to this Agreement shall be reduced proportionately, so that the aggregate sum of such Taxes for which AgCo and SpecCo are entitled to indemnification pursuant to this Agreement equals $10,000,000.00.

(b) The aggregate amount described in the definition of MatCo DuPont Ag Cash Repatriation Taxes and MatCo DuPont Spec Cash Repatriation Taxes for which the Parties (other than Dow) are required to indemnify Dow hereunder shall not exceed $10,000,000.00, and, in the event that such sum would otherwise, absent application of this Section 4.7(b), exceed $10,000,000.00, the amounts of such Taxes for which Dow shall be entitled to indemnification pursuant to this Agreement from each of AgCo and SpecCo shall be reduced proportionately, so that the aggregate sum of such Taxes for which Dow is entitled to indemnification pursuant to this Agreement equals $10,000,000.00.

ARTICLE V

COOPERATION AND RECORD RETENTION

5.1 General Cooperation. The Parties shall each cooperate fully (and each shall cause its respective Subsidiaries to cooperate fully) with all reasonable requests in writing from another Party hereto, or from an agent, representative or advisor to such Party, in connection with the preparation and filing of Tax Returns, claims for Refunds, Tax Proceedings, and calculations of amounts required to be paid pursuant to this Agreement, in each case, related or attributable to or arising in connection with Taxes of any of the Parties or their respective Subsidiaries covered by this Agreement and the establishment of any reserve required in connection with any financial reporting (a "Tax Matter"). Such cooperation shall include the provision of any information reasonably necessary or helpful in connection with a Tax Matter and shall include, without limitation:

(i) the provision of any Tax Returns of the Parties and their respective Subsidiaries, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to such Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Tax Authority;

(ii) the execution of any document (including any power of attorney) in connection with any Tax Proceedings of any of the Parties or their respective Subsidiaries which another Party is entitled to control pursuant to Section 6.2;

(iii) the use of the Party's reasonable best efforts to obtain any documentation in connection with a Tax Matter;

(iv) the use of the Party's reasonable best efforts to obtain any Tax Returns (including accompanying schedules, related work papers, and documents), documents, books, records or other information in connection with the filing of any Tax Returns of any of the Parties or their Subsidiaries; and

(v) each Party shall make its employees, advisors, and facilities available on a reasonable and mutually convenient basis in connection with the foregoing matters.

(b) Notwithstanding anything in this Agreement to the contrary, no Party shall be required to provide the other Party or any of such other Party's Subsidiaries access to or copies of information, documents or personnel if such action could reasonably be expected to result in the waiver of any Privilege. In the event that either Party determines that the provision of any information or documents to the other Party or any of such other Party's Subsidiaries could be commercially detrimental, violate any law or agreement or waive any Privilege, the Parties shall use commercially reasonable efforts to permit compliance with its obligations hereunder in a manner that avoids any such harm or consequence.

(c) The Parties shall perform all actions required or permitted under this Agreement in good faith. If one Party requests the cooperation of the other Party pursuant to this Section 5.1 or any other provision of this Agreement, except as otherwise expressly provided in this Agreement, the requesting Party shall reimburse such other Party for all reasonable, third-party, out-of-pocket costs and expenses incurred by such other Party in complying with the requesting Party's request.

5.2 Retention of Records. Each Party shall retain or cause to be retained all Tax Returns, schedules and work papers, and all material records or other documents relating thereto in their possession, in each case that relate to a Tax period, until the later of the ten-year anniversary of the filing of the relevant Tax Return or, upon the written request of any other Party, for a reasonable time thereafter (the "Retention Period"). Before any disposition or destruction of such materials following the Retention Period, the Party retaining such materials shall give the other Parties ninety (90) days prior written notice of any such proposed disposition or destruction and the other Parties shall have the right, in their sole discretion and at their own expense, to take possession of such materials.

ARTICLE VI

REFUNDS AND AUDITS

6.1 Refunds and Credits.

(a) Tax Refunds.

(i) Except as provided in Section 6.1(a)(ii) and Section 6.1(a)(iii), each Party shall be entitled to all Refunds of Taxes for which such Party is responsible pursuant to this Agreement. For the avoidance of doubt, to the extent that a particular Refund of Taxes may be allocable to any Tax period with respect to which the Parties may share responsibility pursuant to this Agreement, the portion of such Refund to which each Party will be entitled shall be determined by comparing the amount of payments made by a Party (or any of its Subsidiaries at such time) to a Tax Authority or to the other Party (and reduced by the amount of payments received from the other Party) pursuant to this Agreement with the Tax liability of such Party, taking into account the facts as utilized for purposes of claiming such Refund. If a Party (or any of its Subsidiaries) receives a Refund to which the other Party is entitled pursuant to this Agreement, such Party shall pay the amount to which such other Party is entitled within sixty (60) days after the receipt of the Refund. For purposes of this Section 6.1(a)(i), TDCC and its Subsidiaries as of any time shall be treated as Subsidiaries of Dow as of such time.

(ii) The Party directly or indirectly owning a Realigned Entity following Realignment (the "Controlling Party") shall be entitled to 50% of Refunds of Taxes (net of applicable third-part costs paid by the Controlling Party to obtain such Refunds) paid in respect of such Realigned Entity for taxable periods (or portions thereof) ending on or before the Realignment Date in respect of such Realigned Entity, and which Refunds reduce Taxes in a taxable period (or portion thereof) ending on or before the Realignment Date (including by way of a payment made from the relevant Tax Authority to the relevant Realigned Entity with respect to such taxable period or portion thereof) with respect to such Realigned Entity, to which another

Party (the "Refund Party") would otherwise be entitled under Section 6.1(a)(i) if both (A) the Refund Party provides its written consent for the Controlling Party to pursue such Refund and (B) such Refund is obtained through the material efforts of the Controlling Party or its Subsidiary.

(iii) The Controlling Party shall be entitled to 100% of Refunds of Taxes paid in respect of its Realigned Entity for taxable periods (or portions thereof) ending on or before the Realignment Date in respect of such Realigned Entity, and which Refunds are of a type that can only be obtained through a reduction of Taxes in a taxable period (or portion thereof) ending after the Realignment Date (including by way of a payment made from the relevant Tax Authority to the relevant Realigned Entity in respect of any payments made by such Realigned Entity with respect to such taxable period or portion thereof) with respect to such Realigned Entity, to which the Refund Party would otherwise be entitled under Section 6.1(a)(i) if (A) the Refund Party, TDCC or DuPont, as applicable, did not reflect the Refund as an asset or reduction of a liability on its audited consolidated financial statements prior to Realignment and the Refund relates to periods included in such financial statements or (B) such Refund is set forth on Exhibit I.

(b) In the event of an adjustment relating to Taxes for which one Party is responsible pursuant to this Agreement which would have given rise to a Refund but for an offset against the Taxes for which another Party is or may be responsible pursuant to this Agreement, then such amount shall be considered as resulting in an adjustment in such amount for purposes of Section 4.2(b) and shall be treated accordingly.

(c) Notwithstanding Section 6.1(a), to the extent that a Party (or any of its Subsidiaries) applies or causes to be applied an overpayment of Taxes as a credit toward or a reduction in Taxes otherwise payable (or a Tax Authority requires such application in lieu of a Refund) and such overpayment of Taxes, if received as a Refund, would have been payable by such Party to the other Party pursuant to this Section 6.1, such Party shall pay such amount to the other Party no later than the Due Date of the Tax Return for which such overpayment is applied to reduce Taxes otherwise payable.

(d) To the extent that the amount of any Refund under this Section 6.1 is later reduced by a Tax Authority or in a Tax Proceeding, such reduction shall be allocated to the Party to which such Refund was allocated pursuant to this Section 6.1 and shall be considered an adjustment for purposes of Section 4.2(b) and shall be treated accordingly.

6.2 Audits and Proceedings.

(a) If a Payee Party or any of its Subsidiaries receives any notice, letter, correspondence, claim or decree from any Tax Authority (a "Tax Notice") and, upon receipt of such Tax Notice, believes it has suffered or potentially could suffer any Tax liability for which it is expected to be indemnified pursuant to this Agreement, the Payee Party shall promptly deliver such Tax Notice to the Paying Party but in any event within ten (10) days (or such shorter period as may be necessary to permit the Paying Party to timely consider and respond to such Tax Notice) of the receipt of such Tax Notice; provided, however, that the failure of the Payee Party to provide the Tax Notice to the Paying Party shall not affect the indemnification rights of the

Payee Party pursuant to this Agreement, except to the extent that the Paying Party is prejudiced by the Payee Party's failure to deliver such Tax Notice. Subject to Section 6.2(c) below, the Paying Party shall have the right to (i) handle, defend, conduct and control, at its own expense (including, for the avoidance of doubt, by funding any payments required to be made to a Taxing Authority in order to conduct a Tax Proceeding in a manner of its choosing), any aspect of any Tax Proceeding to the extent that it relates solely to Taxes for which it is responsible pursuant to this Agreement, and (ii) compromise or settle any such aspect of such Tax Proceeding. The Paying Party shall (A) keep the Payee Party informed in a timely manner of all actions proposed to be taken by the Paying Party with respect to a Tax Proceeding it controls, (B) permit the Payee Party to participate in all proceedings with respect to such Tax Proceeding, (C) not settle any such Tax Proceeding without the prior written consent of the Payee Party, as the case may be, which consent shall not be unreasonably withheld, conditioned or delayed and (D) use reasonable best efforts to ensure that the manner defense, conduct, control, of any Tax Proceeding does not create material business disruptions for the Payee Party or any Affiliate (for example, by contesting a Tax prior to payment in a manner that prevents the Payee Party from receiving tax clearance certificates or other documentation from an applicable Taxing Authority that are necessary to conduct its operations or avoid the imposition or collection of material Taxes on an ongoing basis). Any Tax liability resulting from a Final Determination shall be considered an adjustment for purposes of Section 4.2(b) and shall be treated accordingly.

(b) Subject to Sections 6.2(a) and (c),

(i) Subject to the next sentence, (A) Dow shall have the sole right to handle, defend, conduct and control any Tax Proceeding related to the U.S. federal consolidated income Tax Returns of TDCC relating to all taxable periods ending on or before December 31, 2016, (B) DowDuPont, prior to the AgCo Distribution, and AgCo, following the AgCo Distribution, shall have the sole right to handle, defend, conduct and control any Tax Proceeding related to the U.S. federal consolidated income Tax Returns of DuPont relating to all taxable periods ending on or before August 31, 2017, (C) Dow, DowDuPont and SpecCo shall jointly handle, defend, conduct and control any Tax Proceeding related to the U.S. federal consolidated income Tax Return of DowDuPont relating to the taxable period ending on December 31, 2017, and (D) DowDuPont, prior to the AgCo Distribution, and SpecCo, following the AgCo Distribution, shall have the right to handle, defend, conduct and control any Tax Proceeding related to the U.S. federal consolidated income Tax Returns of DowDuPont or SpecCo relating to a taxable period ending after December 31, 2017. The principles of the foregoing sentence shall also apply for purposes of determining the control of Tax Proceedings with respect to U.S. state or local consolidated, combined, unitary or affiliated Tax Returns. The party controlling any Tax Proceeding described in the foregoing clauses shall (1) keep the other Parties informed in a timely manner of all actions proposed to be taken with respect to a Tax Proceeding it controls, (2) permit the other Parties to participate in all proceedings with respect to such Tax Proceeding, and (3) not settle any such Tax Proceeding without the prior written consent of the other Parties, as the case may be, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding Sections 6.2(a) and (b),

(i) the Parties shall have the right to jointly control any Tax Proceeding that relates to the Tax-Free Status of the Transactions;

(ii) if more than one Party could be responsible under this Agreement for any Taxes resulting from a resolution of a particular issue involved in a Tax Proceeding, then all such Parties shall have the right to jointly control the Tax Proceeding to the extent relating to the issue;

(iii) if a Tax Proceeding involves an issue that recurs in subsequent taxable periods and one or more Parties that are not responsible under this Agreement for the Taxes directly involved in the Tax Proceeding would be bound by, or could reasonably be prejudiced with respect to the issue by, the outcome of the Tax Proceeding in subsequent taxable periods for which the Party or Parties would be responsible under this Agreement, then such Parties and the Party directly responsible for the Taxes at issue in the Tax Proceeding shall have the right to jointly control such Tax Proceeding; and

(iv) in each of the above cases, no Party shall compromise or settle any Tax Proceeding without the consent of the other Party or Parties entitled to control such Tax Proceeding (such consent not to be unreasonably withheld, conditioned or delayed).

ARTICLE VII

TAX-FREE STATUS OF THE TRANSACTIONS

7.1 Covenants.

(a) No Party shall take, or permit any of its Subsidiaries to take, any action in violation of the restrictions set forth on Exhibit E.

(b) During the Restricted Period, each Party:

(i) shall continue or cause to be continued, taking into account Section 355(b)(3) of the Code, the active conduct of the business on which it relied for purposes of satisfying the requirements of Section 355(b) of the Code;

(ii) shall not dissolve or liquidate itself (including any action that is a liquidation for federal income tax purposes);

(iii) shall not (A) enter into, permit, approve of or fail to take any action within its control to prevent any transactions relating to its stock, or rights to acquire its stock, including any redemption or other repurchase (directly or through a Subsidiary), other than (1) issuances of stock that satisfy the requirements of Safe Harbor VIII (relating to acquisitions in connection with a Person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d), or (2) share repurchases that both (I) satisfy the requirements of Section 4.05(1)(b) of Revenue Procedure 96-30, 1996-1 C.B. 696 (as in effect prior to the release of Revenue Procedure 200348, 2003-2 C.B. 86) and (II) constitute Share Repurchases, (B) amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the relative voting rights of its capital stock (including through the conversion of any capital stock into another class of capital stock), or (C) merge or consolidate with any other Person unless the applicable Party is the surviving corporation in any such merger or consolidation; and

(iv) shall not, and shall not permit any member of its "separate affiliated group" (within the meaning of Section 355(b)(3)(B) of the Code), to sell, transfer, or otherwise dispose of or agree to, sell, transfer or otherwise dispose (including in any transaction treated for federal income tax purposes as a sale, transfer or disposition) of assets (including, any shares of capital stock of a Subsidiary) that, in the aggregate, constitute more than twenty-five percent (25%) of the consolidated gross assets of its "separate affiliated group." The foregoing sentence shall not apply to (A) sales, transfers, or dispositions of assets in the ordinary course of business, (B) any cash paid to acquire assets from an unrelated Person in an arm's-length transaction, (C) any assets transferred to a Person that is disregarded as an entity separate from the transferor for federal income tax purposes, (D) any mandatory or optional repayment (or prepayment) of any indebtedness of any Party or any member of its "separate affiliated group" or (E) the AgCo Distribution or any DuPont Realignment Transaction undertaken by DowDuPont, DuPont or any of its Subsidiaries. For purposes of this Section 7.1(b)(iv), a merger of a Party or one of its Subsidiaries with and into any Person that is not a wholly-owned Subsidiary of such Party shall constitute a disposition of all of the assets of such Party or such Subsidiary.

(c) Notwithstanding the restrictions imposed by Section 7.1, a Party may proceed with any of the actions or transactions described therein, if (i) such Party shall first have requested and obtained from the other Parties consent to obtain a Ruling in accordance with Section 7.2 and such Party shall have received such Ruling in form and substance reasonably satisfactory to the other Parties, (ii) such Party shall have provided to the other Parties an Unqualified Tax Opinion in form and substance reasonably satisfactory to such other Parties, or (iii) the other Parties shall have waived in writing the requirement to obtain such ruling or opinion. For the avoidance of doubt, the presence of a Ruling, an Unqualified Tax Opinion or a waiver from a Party shall not relieve any Party from indemnification obligations otherwise present under this Agreement. In determining whether a ruling or opinion is satisfactory, a Party may consider, among other factors, the appropriateness of any underlying assumptions, representations or covenants used as a basis for the ruling or opinion and the views on the substantive merits.

(d) Tax Reporting. Unless there is a Final Determination to the contrary, each Party covenants and agrees that it will not take, and will cause its respective Subsidiaries to refrain from taking, any position on any Tax Return that is inconsistent with the Tax-Free Status of the Transactions.

7.2 Procedures Regarding Opinions and Rulings. If a Party notifies the other Parties that it desires to take one of the actions described in Section 7.1 (a "Proposed Action" and such Party a "Notifying Party"), the other Parties shall cooperate with the Notifying Party and use their reasonable best efforts to seek to obtain a Ruling or an Unqualified Tax Opinion for the purpose of permitting the Notifying Party to take the Proposed Action unless the other Parties shall have waived the requirement to obtain such ruling or opinion. If such a ruling is to be sought, the Notifying Party shall apply for such ruling and the Notifying Party and the other Parties shall jointly control the process of obtaining such ruling. The other Parties shall take any and all actions reasonably requested by the Notifying Party in connection with obtaining such

ruling or opinion (including by making any representation or reasonable covenant or providing any materials requested by the IRS or the law firm issuing such opinion); provided, that the other Parties shall not be required to make (or cause any of their respective Subsidiaries to make) any representation or covenant that is untrue or inconsistent with historical facts, or as to future matters or events over which it has no control. In no event shall the Notifying Party be permitted to file any ruling request under this Section 7.2 unless the other Parties have approved such ruling request (such approval not to be unreasonably withheld, conditioned or delayed). The Notifying Party shall reimburse each of the other Parties for all reasonable costs and expenses incurred by the Party or any of its Subsidiaries in obtaining or seeking to obtain a Ruling or Unqualified Tax Opinion requested by the Notifying Party within ten (10) days after receiving an invoice from the other Party therefor.

7.3 Deferred Items.

(a) Exhibit J sets forth certain Deferred Items of Realigned Dow Entities and the requirements for avoiding triggering, accelerating or otherwise causing such Deferred Items to be included in income (the "Listed Dow Deferred Items"). Exhibit K sets forth certain Deferred Items of Realigned DuPont Entities and the requirements for avoiding triggering, accelerating, or otherwise causing such Deferred Items to be included in income (the "Listed DuPont Deferred Items" and, together with the Listed Dow Deferred Items, the "Listed Deferred Items"). Subject to Section 7.3(b), each Party shall, and shall cause its Subsidiaries to, use commercially reasonable efforts not to trigger, accelerate, or otherwise cause to be included in income any Listed Deferred Item if another Party would be required to indemnify that Party for Taxes attributable to such Listed Deferred Item pursuant to Section 4.1 of this Agreement. Notwithstanding anything to the contrary in this Agreement, a Party shall not be allocated Taxes attributable to Listed Deferred Items which were triggered, accelerated or otherwise included in income by actions of another Party in violation of the covenant in the preceding sentence.

(b) Each Party shall be considered to have used commercially reasonable efforts with respect a Listed Deferred Item for purposes of Section 7.3(a) provided it complies with the applicable requirements related to such Deferred Item provided on the relevant Exhibit.

ARTICLE VIII

DISPUTE RESOLUTIONS

8.1 Dispute Resolution. In the event of any dispute between or among the Parties as to any matter covered by this Agreement, the Parties to the dispute shall appoint a nationally recognized independent public accounting firm or a nationally recognized law firm, to resolve such dispute (the "Dispute Resolution Firm"). In this regard, the Dispute Resolution Firm shall make determinations with respect to the disputed items based solely on representations made by the Parties and their respective representatives, and not by independent review, and shall function only as an expert and not as an arbitrator and shall be required to make a determination in favor of one Party only. The Parties shall require the Dispute Resolution Firm to resolve all disputes no later than sixty (60) days after the submission of such dispute to the Dispute Resolution Firm, but in no event later than the Due Date for the payment of Taxes or the filing of the applicable Tax Return, if applicable, and agree that all decisions by the Dispute Resolution

Firm with respect thereto shall be final and conclusive and binding on the Parties. The Dispute Resolution Firm shall resolve all disputes in a manner consistent with this Agreement and, to the extent not inconsistent with this Agreement, in a manner consistent with the Past Practices of the Parties in respect of the entities or operations giving rise to the matter to which the dispute relates, except as otherwise required by applicable law. The Parties to the dispute shall require the Dispute Resolution Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. The fees and expenses of the Dispute Resolution Firm shall be borne equally by the Parties to the dispute.

8.2 EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.2.

ARTICLE IX

MISCELLANEOUS

9.1 Entire Agreement; Coordination of Agreements. This Agreement, including the exhibits, the Separation Agreement, and the Ancillary Agreements and the Conveyancing and Assumption Instruments shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any exhibit hereto, the exhibit shall prevail. Except as expressly set forth in this Agreement, the Separation Agreement, or any Ancillary Agreement, (i) all matters relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by this Agreement and (ii) for the avoidance of doubt, in the event of any conflict between the Separation Agreement or any Ancillary Agreement, on the one hand, and the Tax Matters Agreement, on the other hand, with respect to such matters, the terms and conditions of the Tax Matters Agreement shall govern. Notwithstanding anything in this Agreement to the contrary, section 2.09 of the Employee Matters Agreement shall govern in respect of the matters provided for in that section.

9.2 Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

9.3 Survival of Agreement. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement shall survive the Effective Time and remain in full force and effect in accordance with their applicable terms.

9.4 Expenses. Unless otherwise expressly provided in this Agreement, the Separation Agreement or the Ancillary Agreements, each Party shall bear any and all expenses that arise from their respective obligations under this Agreement.

9.5 Changes in Law. Any reference to a provision of the Code shall include a reference to any applicable successor provision of law enacted after the date hereof.

9.6 Notices. All notices and other communications to be given to any Party under this Agreement shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, or five (5) days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or electronically mailed (with a response confirming receipt), and shall be directed to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this 9.6):

Prior to the AgCo Distribution:

To DowDuPont or AgCo:

DowDuPont Inc.
c/o E. I. du Pont de Nemours and Company
974 Centre Road
Wilmington, DE 19805
Attn: Stacy L. Fox
Email: Stacy.L.Fox@dupont.com
Facsimile: (302) 994-5094

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attention: Brandon Van Dyke, Esq.
Email: Brandon.VanDyke@skadden.com
Facsimile: (917) 777-3743

To Dow:

The Dow Chemical Company
2211 H.H. Dow Way
Midland, MI 48674
Attn: Sean Reagan, Senior Managing Tax Counsel
Email: SEReagan@dow.com
Facsimile: (989) 633-7375

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges
LLP 767 Fifth Avenue
New York, New York 10153
Attention: Chayim D. Neubort
Email: Chayim.Neubort@weil.com
Facsimile: (212) 310-8007

Following the Final Separation Date:

To SpecCo:
DuPont de Nemours, Inc.
974 Centre Road, Building 730
Wilmington, DE 19805
Attn: General Counsel
Email: Erik.T.Hoover@dupont.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attention: Brandon Van Dyke, Esq.
Email: Brandon.VanDyke@skadden.com
Facsimile: (917) 777-3743

To Dow:

The Dow Chemical Company
2211 H.H. Dow Way
Midland, MI 48674
Attn: Sean Reagan, Senior Managing Tax Counsel
Email: SEReagan@dow.com
Facsimile: (989) 633-7375

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Chayim D. Neubort
Email: Chayim.Neubort@weil.com
Facsimile: (212) 310-8007

To AgCo:

Corteva, Inc.
974 Centre Road, Building 735
Attn: General Counsel
Email: cornel.b.fuerer@corteva.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Attention: Brandon Van Dyke, Esq.
Email: Brandon.VanDyke@skadden.com
Facsimile: (917) 777-3743

9.7 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to any other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

9.8 Amendments. This Agreement may not be modified or amended except by an agreement in writing signed by each of the Parties.

9.9 Assignment. Except as otherwise provided for in this Agreement, neither this Agreement nor any right, interest or obligation shall be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Parties (not to be unreasonably withheld, conditioned or delayed), and any attempt to assign any rights, interests or obligations arising under this Agreement without such consent shall be void; except, that a Party may assign this Agreement or any or all of the rights, interests and obligations hereunder in connection with a merger, reorganization or consolidation transaction in which such Party is a constituent party but not the surviving entity or the sale by such Party of all or substantially all of its assets; provided, that the surviving entity of such merger, reorganization or consolidation transaction or the transferee of such assets shall assume all the obligations of the relevant Party

by operation of law or pursuant to an agreement in writing, reasonably satisfactory to the other Parties, to be bound by the terms of this Agreement as if named as a "Party" hereto; provided, however, that in the case of each of the preceding clauses, no assignment permitted by this Section 9.9 shall release the assigning Party from Liability for the full performance of its obligations under this Agreement, unless agreed to in writing by the non-assigning Parties.

9.10 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

9.11 Certain Termination and Amendment Rights. This Agreement may be terminated at any time prior to the Dow Distribution Date by and in the sole discretion of the Board without the approval of Dow or AgCo or the stockholders of DowDuPont and, in the event of such termination, no Party shall have any liability of any kind to any other Party or any other Person. The Dow Distribution may be amended, modified or abandoned at any time prior to the Dow Distribution Date and the AgCo Distribution may be amended, modified or abandoned at any time prior to the AgCo Distribution Date, in each case, by and in the sole discretion of the Board without the approval of Dow or AgCo or the stockholders of DowDuPont, provided, that no such amendment, modification or abandonment of the AgCo Distribution shall affect any provisions of, or any obligations under, this Agreement that are for the benefit of Dow or any member of its Group, or prejudice or otherwise adversely affect any rights of Dow or any member of its Group under this Agreement. After the Dow Distribution Date, but prior to the AgCo Distribution Date, this Agreement may not be terminated or amended except by an agreement in writing signed by DowDuPont and Dow. After the AgCo Distribution Date, this Agreement may not be terminated or amended except by an agreement in writing signed by the Parties.

9.12 Payment Terms

(a) Except as otherwise expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by a Party (and/or a member of such Party's Group), on the one hand, to another Party (and/or a member of such Party's respective Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within sixty (60) days after presentation of an invoice or a written demand therefor and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Any amount not paid when due pursuant to this Agreement shall bear interest at a rate per annum equal to LIBOR (in effect on the date on which such payment was due) plus 3% calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment; provided, however, in the event that LIBOR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which the Parties shall jointly determine, each acting in good faith.

(c) In the event of a dispute or disagreement with respect to all or a portion of any amounts requested by any Party (and/or a member of such Party's Group) as being payable, the payor Party shall in no event be entitled to withhold payments for any such amounts (and any such disputed amounts shall be paid in accordance with this Agreement, subject to the right of

the payor Party to dispute such amount following such payment); provided, that in the event that following the resolution of such dispute it is determined that the payee Party (and/or a member of the payee Party's Group) was not entitled to all or a portion of the payment made by the payor Party, the payee Party shall repay (or cause to be repaid) such amounts to which it was not entitled, including interest, to the payor Party (or its designee), which amounts shall bear interest at a rate per annum equal to LIBOR plus 3%, calculated for the actual number of days elapsed, accrued from the date on which such payment was made by the payor Party to the payee Party.

(d) Without the Consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by the Parties under this Agreement shall be made in US Dollars. Except as expressly provided herein, any amount which is not expressed in US Dollars shall be converted into US Dollars by using the Bloomberg fixing rate at 5:00 pm New York City Time on the earlier of (i) the day before the date the payment is required to be made (determined, in the case of amounts described in Section 4.2(b), as if such amount gave rise to a payment obligation that must be paid under the timeframe set forth in Section 9.12(a), regardless of when such amount may in fact be required to be paid under Section 4.2(b), or whether such amount is instead offset against other amounts payable under this Agreement) or (ii) the day before the day such payment is made or in the Wall Street Journal on such date if not so published on Bloomberg.

9.13 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement (including adversely affecting the rights or ability of any Party to successfully pursue indemnification or payment hereunder).

9.14 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party on and after the Dow Distribution Date or the AgCo Distribution Date, as applicable.

9.15 Third Party Beneficiaries. This Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

9.16 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

9.17 Exhibits. The exhibits to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the exhibits to this Agreement constitutes an admission of any Liability or obligation of any member of the SpecCo Group, the MatCo Group or the AgCo Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against

the interests of any member of the SpecCo Group, the MatCo Group or the AgCo Group or any of their respective Affiliates. The inclusion of any item or Liability or category of item or Liability on any exhibit hereto is made solely for purposes of allocating potential Liabilities among the Parties and shall not be deemed as or construed to be an admission that any such Liability exists.

9.18 Governing Law. This Agreement and any dispute arising out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

9.19 Neutral Construction. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the parties' negotiations. Each party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore shall not be construed against a party on the grounds that the party drafted or was more responsible for drafting the provision(s).

9.20 Specific Performance. The Parties acknowledge and agree that irreparable harm would occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any such breach. Accordingly, from and after the Effective Time, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party or Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article IX (including for the avoidance of doubt, after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

9.21 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid, legal and enforceable provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9.22 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first written above by its respective officers thereunto duly authorized.

DOWDUPONT INC.

By: /s/ Jeanmarie F. Desmond
Name: Jeanmarie F. Desmond
Title: Chief Financial Officer

DOW INC.

By: /s/ Amy E. Wilson
Name: Amy E. Wilson
Title: Secretary

CORTEVA, INC.

By: /s/ James C. Collins, Jr.
Name: James C. Collins, Jr.
Title: Chief Executive Officer

Exhibit 99.1

News Release

Corteva Agriscience™ Completes Separation from DowDuPont to Form Leading, Independent, Global Pure-Play Agriculture Company

- ***New company is global leader in two large, attractive markets – seed and crop protection – underpinned by expanding digital capabilities***
- ***Begins regular way trading under "CTVA" ticker symbol***

Wilmington, Del. — June 03, 2019 — Corteva, Inc. (NYSE: CTVA) successfully completed its separation from DowDuPont, becoming a leading, global pure-play agriculture company that offers the complete solutions farmers need to maximize yield and profitability. Corteva Agriscience launches today with global scale and a balanced offering across seed and crop protection, underpinned by expanding digital capabilities and powered by the broadest and most productive innovation pipeline in the industry.

The distribution of Corteva common stock was completed on June 1, with each DowDuPont stockholder of record receiving 1 share of Corteva common stock for every 3 shares of DowDuPont common stock held as of the close of business on May 24, 2019. DowDuPont stockholders will also receive cash in lieu of any fractional Corteva shares. Corteva common stock begins trading today on the New York Stock Exchange (NYSE) under its new ticker symbol "CTVA".

"Today marks the launch of a new kind of agriculture company, well positioned to compete and win by providing farmers the complete solution they need for sustainable, long-term growth and improved profitability," said Jim Collins, Chief Executive Officer of Corteva Agriscience. "As a global leader in the combined $100 billion seed and crop protection market, Corteva Agriscience has the most robust pipeline in the industry, a world-class innovation engine, and advantaged routes to market that provide us with unparalleled customer relationships – all of which will fuel our growth as an independent company and drive value for stockholders. Our more than 21,000 dedicated employees are committed to fulfilling our purpose to enrich the lives of those who produce and those who consume, ensuring progress for generations to come."

With a presence in more than 140 countries, Corteva Agriscience generated $14 billion in net sales in 2018. The Company has more than 150 research and development facilities and more than 65 active ingredients.

"As a new, independent agriculture company, we are intently focused on disciplined investment in innovation to deliver above market organic revenue growth and improve Return On Invested Capital," said Greg Friedman, Executive Vice President and Chief Financial Officer of Corteva Agriscience. "We are on schedule on our commitment to achieve $1.2 billion in cost synergies by 2021, and we are confident in our plan to expand margins. Equally important, we are committed to returning significant capital to stockholders through a combination of dividends and share repurchases."

The new Company's name, Corteva Agriscience (kohr-'teh-vah), is derived from words meaning "heart" and "nature." The branding acknowledges the Company's history while looking forward to its commitment to enhancing farmer productivity as well as the health and well-being of the consumers they serve. The Company is headquartered in Wilmington, Delaware with Global Business Centers in Johnston, Iowa and Indianapolis, Indiana and five regional offices in Calgary, Canada; Johannesburg, South Africa; Geneva, Switzerland; Singapore; and Alphaville, Brazil.

More information about Corteva Agriscience is available on its new Investor Relations website: www.corteva.com/investors.

About Corteva Agriscience™

Corteva Agriscience™ provides farmers around the world with the most complete input portfolio in the industry to enable them to maximize yield and profitability — including some of the most recognized brands in agriculture: Pioneer®, Granular®, Brevant™ seeds, as well as award-winning Crop Protection products — while bringing new products to market through its robust pipeline of active chemistry and technologies. The company is committed to working with stakeholders throughout the food system as it fulfills its promise to enrich the lives of those who produce and those who consume, ensuring progress for generations to come. Corteva Agriscience became an independent public company on June 1, 2019, and was previously the Agriculture Division of DowDuPont. More information can be found at www.corteva.com.

Follow Corteva Agriscience on Facebook, Instagram, LinkedIn, Twitter and YouTube.

# # #

6/3/19

Cautionary Statement About Forward-Looking Statements

This press release contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended, which may be identified by their use of words like “plans,” “expects,” “will,” “anticipates,” “believes,” “intends,” “projects,” “targets,” “estimates” or other words of similar meaning. All statements that address expectations or projections about the future, including statements about Corteva’s strategy for growth, product development, regulatory approval, market position, anticipated benefits of recent acquisitions, timing of anticipated benefits from restructuring actions, outcome of contingencies, such as litigation and environmental matters, expenditures, and financial results, as well as expected benefits from, the separation of Corteva from DowDuPont, are forward-looking statements.

Forward-looking statements are based on certain assumptions and expectations of future events which may not be accurate or realized. Forward-looking statements also involve risks and uncertainties, many of which are beyond Corteva’s control. Consequences of material differences in results as compared with those anticipated in the forward-looking statements could include, among other things, business disruption, operational problems, financial loss, legal liability to third parties and similar risks, any of which could have a material adverse effect on Corteva’s business, results of operations and financial condition. Additionally, there may be other risks and uncertainties that Corteva is unable to currently identify or that Corteva does not currently expect to have a material impact on its business.

Where, in any forward-looking statement, an expectation or belief as to future results or events is expressed, such expectation or belief is based on the current plans and expectations of Corteva’s management and expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished. Corteva disclaims and does not undertake any obligation to update or revise any forward-looking statement, except as required by applicable law. A detailed discussion of some of the significant risks and uncertainties which may cause results and events to differ materially from such forward-looking statements is included in Corteva’s Registration Statement on Form 10 filed with the U.S. Securities and Exchange Commission.

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