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): September 29, 2026

Corteva, Inc.

EIDP, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**001-38710**	**82-4979096**
Delaware	**001-00815**	**51-0014090**
(State or other jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

9330 Zionsville Road, Indianapolis, Indiana 46268
1000 N. West Street, Suite 800, Wilmington, Delaware 19801
(Address of principal executive offices) (Zip Code)

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

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

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

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

Registrant	Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Corteva, Inc.	Common Stock, par value $0.01	CTVA	New York Stock Exchange
EIDP, Inc.	$3.50 Series Preferred Stock	CTAPrA	New York Stock Exchange
EIDP, Inc.	$4.50 Series Preferred Stock	CTAPrB	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.

Agreements with Vylor Inc.

At 12:03 a.m., New York City time, on October 1, 2026, Corteva, Inc. (the "Company") completed its previously announced separation into two independent, publicly traded companies through the separation ("Separation") of the Company's seed operating segment into an independent, publicly traded company, Vylor Inc. ("Vylor"). The Separation was effected through a pro rata distribution of all of the outstanding shares of common stock, par value $0.01 per share, of Vylor ("Vylor common stock") to holders of common stock, par value $0.01 per share, of the Company as of the close of business on September 24, 2026 (the "Distribution").

As a result of the Distribution, Vylor became an independent, publicly traded company. Vylor common stock commenced regular-way trading on the New York Stock Exchange under the symbol "VYLR" on October 1, 2026.

In connection with the Separation, on September 29, 2026, the Company, Vylor and, solely for specified purposes, EIDP, Inc. entered into a Separation and Distribution Agreement, and on October 1, 2026, the Company and/or certain of its affiliates entered into certain agreements with Vylor and/or certain of its affiliates, including each of the following:

- Tax Matters Agreement;
- Employee Matters Agreement;
- Reverse Transition Services Agreement;
- Intellectual Property Matters Agreement; and
- Global Master Seed Treatment Supply Agreement.

Summaries of the material terms and conditions of each of the foregoing agreements can be found in the section entitled "Our Relationship with New Corteva Following the Spin-Off" of Vylor's information statement, dated September 24, 2026, which was included as Exhibit 99.1 to Vylor's Current Report on Form 8-K filed on September 25, 2026 and which summaries are incorporated herein by reference. The summaries of the Separation and Distribution Agreement, Tax Matters Agreement, Employee Matters Agreement, Reverse Transition Services Agreement, Intellectual Property Matters Agreements and Global Master Seed Treatment Supply Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such Separation and Distribution Agreement, Tax Matters Agreement, Employee Matters Agreement, Reverse Transition Services Agreement, Intellectual Property Matters Agreements and Global Master Seed Treatment Supply Agreement, which are attached as Exhibits 2.1, 10.1, 10.2, 10.3, 10.4 and 10.5, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.01. Completion of Material Acquisition or Disposition of Assets.

On October 1, 2026, the Company effected the Distribution and completed the separation of its seed operating segment. The information set forth under Item 1.01 above is incorporated into this Item 2.01 by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Description
2.1	Separation and Distribution Agreement, dated September 29, 2026, by and among Corteva, Inc., Vylor Inc. and, solely for the purposes set forth therein, EIDP, Inc.*
10.1	Tax Matters Agreement, dated October 1, 2026, by and between Corteva, Inc. and Vylor Inc.
10.2	Employee Matters Agreement, dated October 1, 2026, by and between Corteva, Inc. and Vylor Inc.
10.3	Reverse Transition Services Agreement, dated October 1, 2026, by and between Corteva, Inc. and Vylor Inc.*
10.4	Intellectual Property Matters Agreement, dated October 1, 2026, by and among, Corteva, Inc., Vylor Inc. and their respective affiliates*
10.5	Global Master Seed Treatment Supply Agreement, dated October 1, 2026, by and between Corteva Agriscience LLC and Pioneer Hi-Bred International, Inc.*
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain schedules or similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish supplemental copies of any of the omitted schedules or attachments upon request by the U.S. Securities and Exchange Commission (the "SEC").

Cautionary Statement Concerning Forward Looking Statements

The Company and its representatives may from time to time make written or oral statements that are "forward-looking" and provide other than historical information, including statements contained in this Current Report on Form 8-K, in the Company's other filings with the SEC, and in presentations, reports or letters to its stockholders.

In some cases, the Company identifies these forward-looking statements by such words or phrases as "plans," "outlook," "will," "is designed to," "is confident that," "expect," "expects," "should," "could," "may," "will continue to," "believe," "believes," "anticipates," "predicts," "forecasts," "estimates," "projects," "potential," "intends," or similar expressions identifying "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including the negative of those words or phrases. Such forward-looking statements are based on the Company's current views and assumptions regarding future events, future business conditions and the outlook for the Company based on currently available information. The forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results to be materially different from any results, levels of activity, performance or achievements expressed or implied by any forward-looking statement. These statements are qualified by reference to the "Risk Factors" and "Cautionary Statement Concerning Forward-Looking Statements" sections (and similar risk factors and cautionary statements) in the reports and forms filed by the Company with the SEC.

The Company wishes to caution readers not to place undue reliance on any such forward-looking statements, which speak only as of the date made. Forward-looking statements are qualified in their entirety by the above cautionary statement. The Company specifically declines to undertake any obligation, and specifically disclaims any duty, to publicly update or revise any forward-looking statements that have been made to reflect events or circumstances after the date of such statements or to reflect the occurrence of anticipated or unanticipated events, except as may be required by law.

SIGNATURES

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

CORTEVA, INC.

Date: October 5, 2026

By: /s/ Jeff Rudolph
Name: Jeff Rudolph
Title: Chief Financial Officer

EIDP, INC.

Date: October 5, 2026

By: /s/ Jeff Rudolph
Name: Jeff Rudolph
Title: Chief Financial Officer

Exhibit 2.1

Certain information in this exhibit has been redacted in accordance with Item 601(b)(10)(iv) of Regulation S-K. Such information is both (i) not material and (ii) customarily and actually treated by the registrant as private or confidential. [***] indicates that information has been redacted.

SEPARATION AND DISTRIBUTION AGREEMENT

by and among

CORTEVA, INC.,

VYLOR INC.

and

solely for purposes of Sections 3.2 and 3.7, EIDP, INC.

Dated as of September 29, 2026

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Third Party Real Property Liabilities	Section 1.1(276)
Trademarks	Section 1.1(277)
Transactions	Section 1.1(278)
Transfer	Section 2.2(b)(i)
Transfer Taxes	Section 1.1(280)
Transferred Industrial Real Property	Section 2.7(b)
Transition Services Agreements	Section 1.1(282)
UK GDPR	Section 1.1(41)
Umbrella Secrecy Agreement	Section 1.1(284)

SEPARATION AND DISTRIBUTION AGREEMENT

This SEPARATION AND DISTRIBUTION AGREEMENT, dated as of September 29, 2026 (this "Agreement"), is entered into by and among CORTEVA, INC., a Delaware corporation ("RemainCo"), VYLOR INC., a Delaware corporation ("SpinCo"), and, solely for purposes of Sections 3.2 and 3.7, EIDP, INC., a Delaware corporation ("EIDP"). Each of RemainCo and SpinCo is sometimes referred to herein as a "Party", and collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, RemainCo, acting through its direct and indirect Subsidiaries, currently conducts (a) the SpinCo Business and (b) the RemainCo Business;

WHEREAS, the Board of Directors of RemainCo (the "Board") has determined that, subject to the satisfaction or waiver of the conditions to the Distribution set forth herein, it is appropriate, desirable and in the best interests of RemainCo and its stockholders to separate RemainCo into two separate, publicly traded companies, one for each of (a) the SpinCo Business, which will be owned and conducted, directly or indirectly, by SpinCo, and (b) the RemainCo Business, which will be owned and conducted, directly or indirectly, by RemainCo;

WHEREAS, in furtherance of the foregoing, the Board has determined that it is appropriate, desirable and in the best interests of RemainCo and its stockholders for RemainCo to effect the Transactions;

WHEREAS, the applicable members of the RemainCo Group and the SpinCo Group will undertake the SpinCo Financing Arrangements and the transactions set forth on Schedule 3.1.

WHEREAS, prior to the Effective Time, RemainCo will undertake the Internal Reorganization;

WHEREAS, following the Internal Reorganization and certain SpinCo Financing Arrangements, but prior to the Effective Time, in exchange for the SpinCo Contribution, SpinCo will (i) issue to EIDP such number of shares of common stock, par value $0.01 per share, of SpinCo ("SpinCo Common Stock") as will be required so that the total number of shares of SpinCo Common Stock held by RemainCo immediately after the EIDP Distribution is equal to the total number of shares of SpinCo Common Stock distributable in the Distribution (such issuance, the "SpinCo Issuance") and (ii) make the SpinCo Cash Distribution;

WHEREAS, following the completion of the SpinCo Cash Distribution, but prior to the Effective Time, EIDP will distribute to RemainCo all of the outstanding shares of common stock, par value $0.01 per share, of SpinCo (the "EIDP Distribution");

WHEREAS, following the completion of the EIDP Distribution, RemainCo will distribute to the holders of record of RemainCo Common Stock as of the close of business on the Distribution Record Date (the "Record Holders"), by way of a pro rata dividend (without consideration being paid by such stockholders) and in accordance with the Distribution Ratio, all of the then issued and outstanding shares of SpinCo Common Stock (the "Distribution");

WHEREAS, it is the intention of the Parties that certain of the Transactions qualify for the Intended Tax Treatment; and

WHEREAS, each of RemainCo and SpinCo has determined that it is necessary and desirable to agree to the Transactions and to agree to other agreements that will govern certain other matters following the Effective Time.

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 following meanings:

(1) "AAA" shall have the meaning set forth in Section 10.1(c).

(2) "Acceptable Alternative Arrangement" shall have the meaning set forth in Section 2.2(d)(i).

(3) "Accessible DWDP Insurance Policy" shall mean all insurance policies, including any insurance policies issued by any captive insurer, for which access has been provided pursuant to Article XI of the DWDP SDA, subject to the terms and conditions set forth therein.

(4) "Action" shall mean 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.

(5) "Affiliate" shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or any member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of RemainCo or RemainCo's stockholders prior to, or in the case of SpinCo's stockholders, after the Effective Time.

(6) "Agent" shall mean Computershare Trust Company, N.A.

(7) "Agreement" shall have the meaning set forth in the preamble hereto.

(8) "Allocated" shall mean, in respect of any Liability and any Party, that (a) the Liability shall be allocated to the Party (or a member of the Party's Group) by the other Party (or a member of the other Party's Group) pursuant to an applicable Conveyancing and Allocation Instrument and the Internal Reorganization and (b) such Party shall perform, discharge and fulfill (or cause such member of its Group to perform, discharge and fulfill) in accordance with its terms such allocated Liability, and "Allocation" shall have its correlative meaning.

(9) "Allocation Action" shall have the meaning set forth in Section 8.6(a).

(10) "Ancillary Agreements" shall mean all of the written Contracts, instruments, assignments or other arrangements (other than this Agreement) entered into in connection with the Transactions, including the Tax Matters Agreement, Transition Services Agreements, Employee Matters Agreement, IP Matters Agreement, Umbrella Secrecy Agreement, Ground Leases, Space Leases and agreements set forth on Schedule 1.1(10) and any other agreements to be entered into by and between any member of the SpinCo Group and any member of the RemainCo Group, at, prior to or after the Effective Time in connection with the Distribution, but shall exclude the Conveyancing and Allocation Instruments.

(11) "Applicable Party" shall have the meaning set forth in Section 9.7(b).

(12) "Applicable Percentage" of a particular Group shall mean the (a) Applicable SpinCo Percentage or (b) Applicable RemainCo Percentage, as applicable.

(13) "Applicable RemainCo Percentage" shall mean 38.00%.

(14) "Applicable SpinCo Percentage" shall mean 62.00%.

(15) "Appropriate Remediation Standard" shall have the meaning set forth in Section 8.10(d).

(16) "Arbitral Tribunal" shall have the meaning set forth in Section 10.1(c)(i).

(17) "Assets" shall mean all right, title and interests in and to all properties, claims, Contracts, Permits (including Environmental Permits), businesses or assets (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person; provided, that pursuant to Section 12.2, except as otherwise specifically set forth herein or in the Tax Matters Agreement or the Employee Matters Agreement, the rights and obligations of the Parties with respect to (a) Taxes shall be governed by the Tax Matters Agreement and (b) any assets of the nature described in this sentence (without giving effect to this proviso) that are Transferred pursuant to the Employee Matters Agreement shall be governed by the Employee Matters Agreement, and, therefore, Taxes (including any Tax assets) and such assets shall not be treated as Assets governed by this Agreement.

(18) "Audited Party" shall have the meaning set forth in Section 5.1(c).

(19) "Board" shall have the meaning set forth in the recitals hereto.

(20) "Business" shall mean (a) with respect to SpinCo, the SpinCo Business, or (b) with respect to RemainCo, the RemainCo Business.

(21) "Business Day" shall mean any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York, New York.

(22) "Cash and Cash Equivalents" shall mean (a) cash and (b) checks, certificates of deposit having a maturity of less than one year, money orders, marketable securities, money market funds, commercial paper, short-term instruments, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Entity, minus the amount of any outbound checks, plus the amount of any deposits in transit.

(23) "Change of Control" shall mean, with respect to a Party, (a) the sale, conveyance, transfer or other disposition (however accomplished), in one or a series of related transactions, of all or substantially all of the assets of such Party to a third party that is not an Affiliate of such Party prior to such transaction or the first of such related transactions; (b) the consolidation, merger or other business combination of such Party with or into any other entity, immediately following which the stockholders of such Party immediately prior to such transaction fail to own in the aggregate at least a majority of the voting power in the election of directors of all the outstanding voting securities of the surviving party in such consolidation, merger or business combination or of its ultimate publicly traded parent entity; (c) any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act of 1934, as amended) becoming the "beneficial owner" (within the meaning of Rules 13d-3 and 13d-5 promulgated under the Securities Exchange Act of 1934, as amended), directly or indirectly, of at least thirty-five percent (35%) of the outstanding voting securities of such Party and effective control of such Party (other than (i) a reincorporation, holding company merger or similar corporate transaction in which each of such Party's stockholders owns, immediately thereafter, interests in the new parent company in substantially the same percentage as such stockholder owned in such Party immediately prior to such transaction or (ii) in connection with a transaction described in clause (b), which shall be governed by such clause (b)); or (d) a majority of the board of directors of such Party ceasing to consist of individuals who have become directors as a result of being nominated or elected by a majority of such Party's directors. For the avoidance of doubt, a previous determination that a "Change of Control" has occurred shall not prejudice the determination as to whether any other subsequent events, on one or more occasions, meet the definition of "Change of Control."

(24) "Chemours SDA" shall mean that certain Separation Agreement, dated as of June 26, 2015, by and between E. I. du Pont de Nemours and Company and The Chemours Company, as modified, amended and/or supplemented from time to time.

(25) "Code" shall have the meaning set forth in the Tax Matters Agreement.

(26) "Collective Benefit Services" shall have the meaning set forth in Section 9.7(a).

(27) "Commercially Reasonable Expenditures" shall have the meaning set forth in Section 8.10(f)(ii).

(28) "Commission" shall mean the United States Securities and Exchange Commission.

(29) " Confidential Information" shall mean all non-public, confidential or proprietary Information concerning a Party and/or its Subsidiaries or with respect to SpinCo, the SpinCo Business, any SpinCo Asset or any SpinCo Liabilities, or with respect to RemainCo, the RemainCo Business, any RemainCo Assets or any RemainCo Liabilities, which, prior to or following the Effective Time, has been disclosed by a Party or its Subsidiaries to the other Party or its Subsidiaries, or otherwise has come into the possession of the other, including pursuant to the access provisions of Sections 9.1 or 9.2 or any other provision of this Agreement, including any data or documentation resident, existing or otherwise provided in a database or in a storage medium, permanent or temporary, intended for confidential, proprietary and/or privileged use by a Party (except to the extent that such Information can be shown to have been (a) in the public domain or known to the public through no fault of the receiving Party or its Subsidiaries, (b) lawfully acquired by the receiving Party or its Subsidiaries from other sources not known to be subject to confidentiality obligations with respect to such Confidential Information or (c) independently developed by the receiving Party or its Affiliates after the Effective Time without reference to or use of any Confidential Information). As used herein, by example and without limitation, Confidential Information shall mean any Information of a Party marked as confidential, proprietary and/or privileged.

(30) "Consents" shall mean any consents, waivers, notices, reports or other filings obtained, made or to be obtained from or made, including with respect to any Contract, or any registrations, licenses, permits, approvals, authorizations obtained or to be obtained from, or approvals from, or notification requirements to, any Person including a Governmental Entity.

(31) "Continuing Arrangements" shall mean those arrangements set forth on Schedule 1.1(31).

(32) "Contract" shall mean 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).

(33) " Controller" shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, the Person who or that determines the purposes and means of the Processing of Personal Data.

(34) "Conveyancing and Allocation Instruments" shall mean, collectively, the various Contracts and other documents entered into, or to be entered into, to effect the Transfer of Assets and the Allocation of Liabilities in the manner contemplated by this Agreement and the Internal Reorganization, or otherwise relating to, arising out of or resulting from the Transfer of Assets and/or Allocation of Liabilities between members of the two Groups, in such form or forms as the Parties shall reasonably agree, which shall be on an "as is", "where is" and "with all faults" basis, and, in the case of Conveyancing and Allocation Instruments relating to real property, subject to the further provisions of Section 2.7.

(35) "Copyrights" shall mean copyrightable works, copyrights (including in product label or packaging artwork or templates), moral rights, mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof.

(36) "Corporate Trade Payables" shall have the meaning set forth in Section 1.1(191)(xiii)(a).

(37) "Corrective Action Performing Party" shall have the meaning set forth in Section 8.10(f)(i).

(38) "Corteva Counsel" shall have the meaning set forth in Section 9.8.

(39) "Credit Support Instruments" shall mean any letters of credit, performance bonds, surety bonds, bankers acceptances or other similar arrangements.

(40) "Damages" shall mean any loss, damage, injury, claim, demand, payments (including those arising out of any settlement or judgment relating to any proceeding), award, fine, penalty, Tax, fee (including reasonable out of pocket attorneys' or advisors' fees and disbursements incurred in the defense thereof), charge, cost (including reasonable costs of investigation) or expense of any nature, excluding, except as set forth in Section 10.1(c)(v), any incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits), but including amounts paid or payable to third parties in respect of any third-party claim for which indemnification hereunder is otherwise required (including components of such third-party claim relating to incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits)).

(41) "Data Protection Laws" shall mean the following to the extent applicable from time to time: (a) the California Consumer Privacy Act, as amended by the California Privacy Rights Act; (b) the General Data Protection Regulation (2016/679) ("GDPR"), the GDPR as transposed into the national laws of the United Kingdom ("UK GDPR") and any national law supplementing the GDPR and UK GDPR; (c) the Swiss Federal Act on Data Protection; (d) the Canadian Personal Information Protection and Electronic Documents Act, the Canadian Anti-Spam Legislation, SC 2010 c 23; (e) the Singapore Personal Data Protection Act 2012; (f) the Brazilian Lei Geral de Proteção de Dados Pessoais; (g) the Personal Information Protection Law of the People's Republic of China and any laws, administrative regulations, or departmental rules which supplement its provisions; and (h) any other data protection or privacy Laws or binding codes of practice issued by or with the approval of a relevant data protection authority or other Governmental Entity applicable to the Processing of Personal Data (as amended and/or replaced from time to time).

(42) "Data Subject" shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, any identified or identifiable natural person to whom the Personal Data Processed pursuant to this Agreement or any Ancillary Agreement relates.

(43) "Decision on Interim Relief" shall have the meaning set forth in Section 10.1(c)(ix).

(44) "Demolition Party" shall have the meaning set forth in Section 8.11(a).

(45) "Determination" shall have the meaning set forth in the Tax Matters Agreement.

(46) "Discontinued Buildings and Related Improvements" shall have the meaning set forth in Section 8.11(a).

(47) "Discontinued Business Liabilities" shall mean any and all Liabilities to the extent arising out of, related to or resulting from (including any indemnification Liabilities arising under Contracts related to) any Discontinued Businesses; provided that, notwithstanding anything to the contrary in this Agreement, in no event shall the Discontinued Business Liabilities include any Legacy Liabilities or any DWDP SpinCo Liabilities.

(48) "Discontinued Businesses" shall mean any (a)(v) company, (w) business, (x) business unit, (y) product line or (z) business operation operated or conducted, and (b) any facility, site or plant (and, in the case of each of the foregoing clauses (a) and (b), any portion thereof) that was owned, leased, occupied or otherwise used by (or on behalf of) any member of either Group (or any predecessor thereto) or any former Subsidiary thereof (or for which any member of either Group has become liable other than to the extent related to the conduct of the SpinCo Business and RemainCo Business) at any time prior to the Effective Time and that was not owned, operated or conducted or, with respect to facilities, plants and sites, used by (or on behalf of) a member of either Group in the active conduct of the SpinCo Business or RemainCo Business as of the Distribution, in each case, whether as a result of sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation (other than (i) any

temporary cessation or closure set forth on Schedule 1.1(48) and any other temporary cessation or closure of a facility, plant or site (or any portion thereof) that has been resolved by the placement of such facility, plant or site or portion thereof back into active use by the Group to which such Asset has been Transferred pursuant to this Agreement (but in the case of Assets subject to an Intergroup Lease, by the lessee party) prior to the Effective Time (as evidenced in writing prior to the Effective Time) of any (I)(v) company, (w) business, (x) business unit, (y) product line or (z) business operation operated or conducted and (II) any facility, site or plant (and in the case of each of clauses (I) and (II), any portion thereof) and (ii) any Discontinued Closely Linked Product).

(49) "Discontinued Closely Linked Product" shall mean any product that (a) was sold, manufactured or otherwise commercialized by (or on behalf of) any member of either Group (or any predecessor thereto) or any former Subsidiary thereof (or for which any member of either Group has become liable other than to the extent related to the conduct of the SpinCo Business and RemainCo Business) at any time prior to the Effective Time, (b) was not sold, manufactured or otherwise commercialized by (or on behalf of) a member of either Group in the conduct of the SpinCo Business or RemainCo Business as of the Effective Time as a result of any abandonment, closure, discontinuation or other cessation (other than (x) from a sale, transfer, conveyance or other disposition and (y) any temporary cessation or closure set forth on Schedule 1.1(49)) of such product and (c) with respect to which another product was sold, manufactured or otherwise commercialized in the conduct of the SpinCo Business or RemainCo Business as of the Effective Time that (as of the Effective Time) was (i) identical in composition (other than immaterial differences), (ii) sold in substantially similar end markets for substantially similar uses, (iii) had the equivalent environment, health and safety characteristics and risk profiles (other than immaterial differences) and (iv) had the equivalent risk profile for unintentional material damage to tangible property (other than immaterial differences).

(50) "Dispute" shall have the meaning set forth in Section 10.1(a).

(51) "Dispute Notice" shall mean (a) the General Dispute Notice or (b) the Indemnification Notice, as applicable.

(52) "Distribution" shall have the meaning set forth in the recitals hereto.

(53) "Distribution Date" shall mean October 1, 2026 or such other date as may be agreed among RemainCo, SpinCo and EIDP.

(54) "Distribution Disclosure Documents" shall mean any registration statement (including any registration statement on Form 10 and all exhibits thereto (including the Information Statement) or on Form S-8 related to securities to be offered under any employee benefit plan) and any current reports on Form 8-K filed or furnished with the Commission by SpinCo or by RemainCo solely to the extent such documents relate to the Distribution, but excluding the Financing Disclosure Documents.

(55) "Distribution Ratio" shall mean one share of SpinCo Common Stock for every outstanding share of RemainCo Common Stock.

(56) "Distribution Record Date" shall mean September 24, 2026.

(57) "DWDP EMA" shall mean that certain Employee Matters Agreement, dated as of April 1, 2019, by and among DuPont de Nemours, Inc. (then known as DowDuPont Inc.), Dow Inc. and RemainCo, as modified, amended and/or supplemented pursuant to the DWDP Letter Agreement and at or prior to the Effective Time.

(58) "DWDP Letter Agreement" shall mean that certain letter agreement, dated as of June 1, 2019, by and between DuPont de Nemours, Inc. (then known as DowDuPont Inc.) and RemainCo.

(59) "DWDP Liabilities" shall mean any and all AgCo Group Excess DuPont Discontinued and/or Divested Operations and Business Liabilities, AgCo Group Specified DuPont Discontinued and/or Divested Operations and Business Liabilities, Agriculture Related DuPont Discontinued and/or Divested Operations and Business Liabilities and Shared Historical DuPont Liabilities (as each such term is defined in the DWDP SDA), including in each case any and all indemnification obligations to any MatCo Indemnitee and/or any SpecCo

Indemnitee (as each such term is defined in the DWDP SDA) pursuant to the DWDP SDA, DWDP EMA, DWDP TMA and/or the DWDP Letter Agreement for Indemnifiable Losses, in each such case, to the extent related to, arising out of or resulting from the foregoing.

(60) "DWDP PFAS MOU" shall mean that Memorandum of Understanding, dated as of January 22, 2021, by and among RemainCo, EIDP, DuPont de Nemours, Inc. and The Chemours Company, as modified, amended and/or supplemented at, prior to or following the Effective Time.

(61) "DWDP RemainCo Liabilities" shall mean any and all DWDP Liabilities other than the DWDP SpinCo Liabilities.

(62) "DWDP SDA" shall mean that certain Separation and Distribution Agreement, dated as of April 1, 2019, by and among DuPont de Nemours, Inc. (then known as DowDuPont Inc.), Dow Inc. and RemainCo, as modified, amended and/or supplemented pursuant to the DWDP Letter Agreement and at or prior to the Effective Time.

(63) "DWDP SpinCo Liabilities" shall mean (i) any and all DWDP Liabilities set forth on Schedule 1.1(63) and (ii) any and all other DWDP Liabilities that were allocated to RemainCo pursuant to the DWDP SDA and, as of such time, were Related to the SpinCo Business.

(64) "DWDP TMA" shall mean that certain Amended and Restated Tax Matters Agreement, dated as of June 1, 2019, by and among DuPont de Nemours, Inc. (then known as DowDuPont Inc.), Dow Inc. and RemainCo, as modified, amended and/or supplemented at or prior to the Effective Time.

(65) "Effective Time" shall have the meaning set forth in Section 4.5.

(66) "EIDP" shall have the meaning set forth in the preamble hereto.

(67) "EIDP Distribution" shall have the meaning set forth in the recitals hereto.

(68) "Emergency Arbitrator" shall mean an emergency arbitrator appointed by the AAA in accordance with the Rules, as specified in Section 10.1.

(69) "Employee Matters Agreement" shall mean the Employee Matters Agreement, to be entered into prior to the Effective Time, by and between SpinCo and RemainCo.

(70) "Employee Records" shall have the meaning set forth in the Employee Matters Agreement.

(71) "Employee Related Liabilities" shall have the meaning set forth in the definition of "Liabilities".

(72) "Engineering Models and Databases" shall mean (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.

(73) "Environmental Laws" shall mean all Laws relating to pollution or protection of the environment or, as such relates to exposure to Hazardous Substances, to human health or safety, including all Laws relating to the Release, threatened Release or the presence of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport, handling or disposal of, or recordkeeping, notification, disclosure and reporting in respect of, Hazardous Substances and all Laws relating to endangered or threatened species of fish, wildlife and plants and damage to and the protection of natural resources.

(74) " Environmental Liabilities" shall mean any Liabilities arising out of or resulting from any Environmental Law or Environmental Permit, including (a) any indemnification liabilities arising under Contracts to the extent such liabilities are related to the environment or human exposure to Hazardous Substances, (b) judgments,

awards, settlements, complaints or Damages, whether or not arising out of, relating to or in connection with any Actions, (c) costs of defense and other responses to any administrative or judicial action (including notices, claims, complaints, suits and other assertions of liability), (d) responsibility for any investigation, remediation, monitoring or cleanup costs, response costs, removal costs, injunctive relief, natural resource damages, and any other environmental compliance or remedial measures and (e) costs and expenses relating to compliance with applicable Environmental Laws and Environmental Permits.

(75) "Environmental Permit" shall mean any Permit required under any applicable Environmental Law or otherwise by any Governmental Entity that relates to Environmental Laws or Hazardous Substances.

(76) "Exchange Act" shall mean the United States Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time that reference is made thereto.

(77) "Financial Advisory Firm" shall have the meaning set forth in Section 4.4(d).

(78) " Financing Disclosure Documents" shall mean any prospectus, offering memorandum, offering circular (including franchise offering circular or any similar disclosure statement) or similar disclosure document, whether or not filed with the Commission or any other Governmental Entity, which offers for sale or registers the Transfer or distribution of securities or indebtedness of the SpinCo Group or RemainCo Group, as applicable.

(79) "First Non-Compete Discussion Period" shall have the meaning set forth in Section 5.6(i).

(80) "Force Majeure Event" shall mean, with respect to a Party, an event beyond the reasonable control and without the fault or negligence of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, pandemics, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution facilities.

(81) " Form 10" shall mean the registration statement on Form 10, of which the Information Statement forms a part, filed by SpinCo with the Commission in connection with the Distribution, including any amendment or supplement thereto.

(82) "GAAP" shall mean United States generally accepted accounting principles.

(83) "GDPR" shall have the meaning set forth in the definition of "Data Protection Laws".

(84) "General Dispute Notice" shall have the meaning set forth in Section 10.1(b)(i).

(85) "General Negotiation Period" shall have the meaning set forth in Section 10.1(b)(i).

(86) "Governmental Entity" shall mean 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.

(87) "Ground Leases" shall mean the Ground Leases set forth on Schedule 1.1(87).

(88) "Group" shall mean (a) with respect to SpinCo, the SpinCo Group and (b) with respect to RemainCo, the RemainCo Group.

(89) "Guaranty Release" shall have the meaning set forth in Section 2.10(b).

(90) " Hazardous Substances" shall mean (a) any chemicals, substances, materials or wastes that are defined, listed, classified or regulated as "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "pollutants", "solid wastes", "contaminants", "radioactive materials", "petroleum", "oils" or designations of similar import under any Environmental Law or (b) any other chemical, material, waste or substance for which standards of conduct are, or liability can be, imposed under any Environmental Law.

(91) " Indebtedness" shall mean, with respect to any Person, (a) the principal value, prepayment and redemption premiums and penalties and other breakage costs (if any), unpaid fees and other monetary obligations (including interest) in respect of any indebtedness for borrowed money, whether short term (including overdrawn bank accounts) or long term, and all obligations evidenced by bonds, debentures, notes, other debt securities or similar instruments, (b) any indebtedness arising under any capital leases (excluding, for the avoidance of doubt, any real estate leases), whether short term or long term, (c) all liabilities secured by any Security Interest on any assets of such Person, (d) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect such Person against fluctuations in interest rates, (e) all interest bearing indebtedness for the deferred purchase price of property or services, (f) all liabilities under any Credit Support Instruments, (g) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (a) through (f) and (h) without duplication, all guarantees of indebtedness referred to in the foregoing clauses (a) through (g).

(92) " Indemnifiable Loss" and "Indemnifiable Losses" shall mean any and all Damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

(93) "Indemnification Notice" shall mean any notice delivered to the Indemnifying Party by the Indemnitee pursuant to Section 8.4(a) or Section 8.5.

(94) "Indemnifying Party" shall have the meaning set forth in Section 8.4(a).

(95) "Indemnitee" shall have the meaning set forth in Section 8.4(a).

(96) "Indemnity Payment" shall mean a payment required by this Agreement or any Ancillary Agreement from an Indemnifying Party to an Indemnitee in respect of any Indemnifiable Loss.

(97) "Industrial Purpose" shall mean any of the following purposes: (a) manufacturing or fabrication of any nature (whether or not with respect to chemicals), (b) distribution, sale or use of chemicals or chemical products, (c) treatment, storage or disposal of hazardous waste or industrial waste or wastewater, (d) production, refining or sale of petroleum or its products (or any component of such activities), (e) servicing, refueling or maintenance of motorized vehicles (or any component of such activities), (f) agricultural use (including any use of chemicals or fuels in a manner consistent with normal agricultural activities) or (g) research in respect of any of the activities described in the foregoing clauses (a) through (f); provided, however, that, for the avoidance of doubt, office use (including use of custodial chemicals or office or consumer chemicals in a manner consistent with normal office activities) shall not be considered an Industrial Purpose.

(98) "Industrial Real Property Restrictions" shall have the meaning set forth in Section 2.7(b).

(99) " Information" shall mean information, content, and data in written, oral, electronic, computerized, digital or other tangible or intangible media, including (a) books and records, whether accounting, legal or otherwise; ledgers, studies, reports, surveys, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples and flow charts; marketing plans, customer names and information (including prospects); technical information, including such information relating to the design, operation, maintenance, testing, test results, development, and manufacture of any Party's or its Group's products or facilities (including product or facility specifications and

documentation; engineering, design, and manufacturing drawings, diagrams, layouts, maps and illustrations; formulations and material specifications; laboratory studies and benchmark tests; quality assurance policies procedures and specifications; maintenance and inspection procedures and records; evaluation and/validation studies; process control and/or shop-floor control strategy, logic or algorithms; assembly code, Software, firmware, programming data, databases, and all information referred to in the same); product costs, margins and pricing; product marketing studies and strategies; product stewardship and safety; all other Know-How related to research, engineering, development and manufacturing; communications, correspondence, materials, product literature, artwork, files and documents; (b) information contained in Patents and Know-How; and (c) financial and business information, including earnings reports and forecasts, macro-economic reports and forecasts, all cost information (including supplier records and lists), sales and pricing data, business plans, market evaluations, surveys, credit-related information, and other such information as may be needed for reasonable compliance with reporting, disclosure, filing or other requirements, including under applicable securities laws or regulations of securities exchanges.

(100) "Information Statement" shall mean the Information Statement attached as an exhibit to the Form 10, to be sent to the holders of shares of RemainCo Common Stock in connection with the Distribution, including any amendment or supplement thereto.

(101) "Insurance Policies" shall mean all Policies of the Parties and their respective Subsidiaries.

(102) "Insurance Proceeds" shall mean those monies (a) received by an insured from an insurer or (b) paid by an insurer on behalf of an insured, in either case net of any applicable premium adjustment, retrospectively-rated premium, deductible, retention or cost of reserve paid or held by or for the benefit of such insured.

(103) "Insurer" shall mean the insuring entity issuing and/or subscribing to one or more Insurance Policies.

(104) "Intellectual Property" shall mean any and all rights (created or arising in any jurisdiction anywhere in the world, whether statutory, common law, or otherwise) to the extent arising from or related to intellectual property, including (a) Patents, (b) Trademarks, (c) Copyrights, (d) rights in Know-How, (e) rights in Software, (f) Regulatory Data, (g) all other intellectual property or proprietary rights, (h) all registrations and applications for registration of any of the foregoing clauses (a) through (g) and (i) all actions and rights to sue at law or in equity for any past, present or future infringement, misappropriation or other violation of any of the foregoing clauses (a) through (h).

(105) "Intended Tax Treatment" shall have the meaning set forth in the Tax Matters Agreement.

(106) "Intergroup Accounts" shall have the meaning set forth in Section 2.3.

(107) "Intergroup Leases" shall mean the Ground Leases and the Space Leases.

(108) "Interim Relief" shall have the meaning set forth in Section 10.1(c)(ix).

(109) "Internal Control Audit and Management Assessments" shall have the meaning set forth in Section 5.1(b).

(110) "Internal Reorganization" shall mean the Transfer of Assets and Allocation of Liabilities, prior to the SpinCo Contribution and including by means of the Conveyancing and Allocation Instruments, resulting in, except as provided in any Ancillary Agreement, (a) the SpinCo Group owning and operating the SpinCo Business and SpinCo Assets and assuming the SpinCo Liabilities and (b) the RemainCo Group owning and operating the RemainCo Business and the RemainCo Assets and assuming the RemainCo Liabilities, in each case, as described in the Steps Plan.

(111) "Inventor Remuneration" shall mean any employee inventor consideration, remuneration or compensation that is required under applicable Law for work-for-hire inventions acquired by the employer. Examples may include employee inventions arising in Germany, France, China, Japan and Korea.

(112) "IP Matters Agreement" shall mean that certain Intellectual Property Matters Agreement, to be entered into prior to the Effective Time, by and among members of the RemainCo Group and members of the SpinCo Group.

(113) " IT Assets" shall mean all Software, computer systems, telecommunications equipment, databases, internet protocol addresses, data rights, and documentation, reference, resource and training materials to the extent relating thereto, and all Contracts (including Contract rights) relating to any of the foregoing (including software license agreements, source code escrow agreements, support and maintenance agreements, electronic database access contracts, domain name registration agreements, website hosting agreements, software or website development agreements, outsourcing agreements, service provider agreements, interconnection agreements, Permits, radio licenses and telecommunications agreements), other than, in each case, Know-How contained therein that is not intrinsically related to the operation or maintenance of such IT Assets.

(114) " Joint IP" shall mean any and all Intellectual Property that is listed as Joint IP on Schedule 1.1(114).

(115) "Joint Studies" shall mean the defined list of studies set forth in Schedule 1.1(173) and the data contained therein.

(116) " Know-How" shall mean all confidential or proprietary information, including trade secrets, know-how and technical data, including any that comprise financial, business, scientific, technical, economic or engineering information and instructions, including any confidential or proprietary raw materials, material lists, raw material specifications, manufacturing or production files or specifications, plans, drawings, blueprints, design tools, quality assurance and control procedures, simulation capability, research data, manuals, compilations, reports, including technical reports and research reports, analyses, formulas, formulations, designs, prototypes, methods, techniques, processes, rights in research, development, manufacturing, financial, marketing and business data, pricing and cost information, customer and supplier lists and information, procedures, inventions and invention disclosure documents, as well as Plant Operating Documents, and Engineering Models and Databases, in each case, other than Patents.

(117) "Law" shall mean any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, constitution, law, ordinance, regulation, rule, code, income Tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(118) " Legacy Liabilities" shall mean (i) any and all DWDP RemainCo Liabilities, (ii) any and all Liabilities of RemainCo (before giving effect to the Distribution) or EIDP under the DWDP PFAS MOU, including with respect to the funding of the escrow account thereunder and (iii) to the extent relating to, arising out of or brought in connection with any Liability described in clause (i) or (ii) of this definition, any and all Liabilities relating to (A) indemnification obligations to any current or former director or officer of a member of the RemainCo Group in their capacity as such in respect of occurrences prior to the Effective Time or (B) any claims for breach of fiduciary duties brought against any current or former director or officer of a member of the RemainCo Group, in their capacities as such in respect of occurrences prior to the Effective Time, in the case of each of the foregoing clauses (A) and (B), to the extent relating to any acts, omissions or events on or prior to the Effective Time.

(119) "Legacy Liability Action" shall have the meaning set forth in Section 7.6(a).

(120) "Legal Counsel" shall have the meaning set forth in Section 9.7(a).

(121) " Liabilities" shall mean any and all Indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, reserved or unreserved, or determined or determinable, including those arising under any Law (including any Environmental Law), Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, Damages or equitable relief which may be imposed and including all costs and expenses related thereto; provided that, pursuant to Section 12.2, except as otherwise specifically set forth herein, the rights and obligations of the Parties with respect to Taxes and with respect to liabilities of the nature described in this sentence (without giving

effect to this proviso) that are Transferred pursuant to the Employee Matters Agreement ("Employee Related Liabilities") shall be governed by the Tax Matters Agreement and Employee Matters Agreement, respectively, and, therefore, Taxes and Employee Related Liabilities shall not be treated as Liabilities governed by this Agreement other than for purposes of indemnification related to the Distribution Disclosure Documents.

(122) "Liable Party" shall have the meaning set forth in Section 2.9(b).

(123) "Litigation Hold" shall have the meaning set forth in Section 9.1(b).

(124) "Mixed Contract" shall mean any Contract that is related to any of (a) the SpinCo Business or RemainCo Business (other than in a de minimis respect), on the one hand, and (b) the other Business, on the other hand (other than in a de minimis respect); provided, however, that no Prior Transaction Agreement shall constitute a Mixed Contract unless it constitutes a Severable Prior Transaction Agreement.

(125) "Negotiation Period" shall mean (a) the General Negotiation Period or (b) the Privilege Waiver Negotiation Period, as applicable.

(126) "Non-Assumable Third Party Claims" shall have the meaning set forth in Section 8.4(b).

(127) "Non-Compete Period" shall have the meaning set forth in Section 5.6(a).

(128) "Non-Compete Dispute Notice" shall have the meaning set forth in Section 5.6(i).

(129) "Non-Compete Escalation Notice" shall have the meaning set forth in Section 5.6(i).

(130) "Non-Performing Impacted Party" shall have the meaning set forth in Section 8.10(c)(i).

(131) "Non-Performing Site Controller" shall have the meaning set forth in Section 8.10(c)(ii).

(132) "Non-Shared Contract" shall mean any Mixed Contract that is an IT Asset or set forth on Schedule 1.1(132).

(133) "Non-Transferred Permit" shall have the meaning set forth in Section 5.5(a).

(134) "Notice Recipient" shall have the meaning set forth in Section 2.2(d)(vi).

(135) "Notifying Party" shall have the meaning set forth in Section 2.2(d)(vi).

(136) "NYSE" shall mean the New York Stock Exchange.

(137) "Off-Site Environmental Liabilities" shall mean any and all Environmental Liabilities arising out of or associated with any Hazardous Substance transported, or arranged to be transported, in each case, to any third-party location for treatment, storage or disposal and where such third-party location is not, as of immediately prior to the Effective Time nor has ever been, owned, leased or operated by RemainCo or SpinCo or any of their respective Subsidiaries.

(138) "Other Party" shall have the meaning set forth in Section 2.9(a).

(139) "Other Party's Auditors" shall have the meaning set forth in Section 5.1(a).

(140) "Other Shared Liabilities" shall mean:

(i) any and all Liabilities set forth on Schedule 1.1(140)(i) (any and all Liabilities under this clause (i), "Scheduled Other Shared Liabilities"); and

(ii) unless constituting a Specified SpinCo Liability or Specified RemainCo Liability, any and all Liabilities to the extent relating to, arising out of or resulting from a general corporate matter of RemainCo related to occurrences on or prior to the Effective Time, including any such Liabilities (including under applicable federal and state securities Laws) to the extent relating to, arising out of or resulting from:

(a) claims made by or on behalf of holders of any securities of RemainCo, in their capacities as such;

(b) any (x) form, report, statement, certifications or other document (including all exhibits, amendments and supplements thereto) (other than a Distribution Disclosure Document or Financing Disclosure Document) filed by RemainCo with the Commission on or prior to the Effective Time, including the financial statements included therein (other than for Liabilities related to any such forms, reports, statements, certifications or other documents, in each case filed in connection with the Internal Reorganization, specifically relating to the SpinCo Business or the RemainCo Business, as the case may be), (y) Financing Disclosure Documents of RemainCo or a member of the RemainCo Group in respect of occurrences prior to the Effective Time or (z) the RemainCo Closing 8-K;

(c) the maintenance of the books and records, corporate compliance and other corporate-level actions and oversight of RemainCo; and

(d) (x) indemnification obligations to any current or former director or officer of a member of the RemainCo Group in their capacity as such in respect of occurrences prior to the Effective Time or (y) any claims for breach of fiduciary duties brought against any current or former director or officer of a member of the RemainCo Group, in their capacities as such in respect of occurrences prior to the Effective Time, in each case, relating to any acts, omissions or events on or prior to the Effective Time (any and all Other Shared Liabilities under this clause (ii), "RemainCo Managed Shared Liabilities").

For clarity, Other Shared Liabilities shall not include any Liabilities described under (i) clause (iii) of the definition of "Legacy Liabilities" (which Liabilities are Specified RemainCo Liabilities) and (ii) clause (iii)(B) of the definition of "SpinCo Liabilities" (which Liabilities are Specified SpinCo Liabilities). In the case of any Liability a portion of which relates to occurrences on or prior to the Effective Time and a portion of which relates to occurrences after the Effective Time, only that portion that relates to occurrences on or prior to the Effective Time shall be considered an Other Shared Liability; and with respect to the portion of such Liability that relates to occurrences after the Effective Time, such Liability shall be Allocated in accordance with the definitions of SpinCo Liability or RemainCo Liability, as the case may be. For purposes of clarification of the foregoing, the Parties agree that no Liability relating to, arising out of or resulting from any obligation of any Person to perform the executory portion of any Contract existing as of the Effective Time shall be deemed to be an Other Shared Liability.

Notwithstanding anything to the contrary herein, Other Shared Liabilities shall not include (i) any Separation Disclosure Related Liabilities, (ii) Employee Related Liabilities or (iii) any Liabilities that are related or attributable to or arising in connection with Taxes or Tax Returns.

(141) "Other Surviving Intergroup Accounts" shall have the meaning set forth in Section 2.3.

(142) "Partial Assignment" shall have the meaning set forth in Section 2.2(d)(i).

(143) "Party" or "Parties" shall have the meaning set forth in the preamble hereto.

(144) "Patent" shall mean patents, patent applications (including patents issued thereon) and statutory invention registrations, patents of importation, patents of improvement, certificates of addition, design patents and utility models, including reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof.

(145) "Performing Party" shall have the meaning set forth in Section 8.10(b)(iv).

(146) " Permit Transferee" shall mean SpinCo or RemainCo, or another member of their respective Groups, that requires a Permit, including any Environmental Permit, or Registration to be transferred or issued to it with respect to the properties, businesses, and operations being Transferred to it pursuant to this Agreement.

(147) "Permit Transferor" shall mean each of SpinCo or RemainCo or another member of its respective Groups, as applicable, that currently holds a Permit, including any Environmental Permit, or Registration that must be transferred, or in respect of which a new Permit or Registration must be issued, to a member of the SpinCo Group or RemainCo Group, or a relevant subsidiary, in connection with the Transfer of any properties, businesses, or operations of the SpinCo Group or RemainCo Group, respectively, pursuant to this Agreement.

(148) " Permits" shall mean permits, approvals, authorizations, consents, licenses, registrations, exemptions or certificates issued or required by any Governmental Entity (other than Registrations, which are addressed separately).

(149) "Permitted Courts" shall have the meaning set forth in Section 10.1(d).

(150) " Person" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(151) "Personal Data" shall mean (a) any information that can identify, relate to, describe, be associated with, or be reasonably capable of being associated with a particular individual and (b) any information that constitutes "personal information", "personal data", "personally identifiable information" or other corollary term under Data Protection Laws.

(152) "Personal Data Breach" shall mean the accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, exfiltration or theft of, or access to, Personal Data, or other corollary terms under Data Protection Laws.

(153) "Plant Operating Documents" shall mean (a) plot plans, (b) construction, technical, engineering, electrical, instrument drawings, as-built or as-modified drawings including piping and instrument diagrams, 3-D (three-dimensional) models, wiring diagrams, flowsheets, structural designs, map and physical layouts, (c) process flow diagrams, (d) process control schematics, process control and/or shop-floor control strategies, logic or algorithms, (e) standard operating procedures, maintenance and inspection procedures and records, safety audit reports, investigations, safety incident investigation reports, process hazard reviews, capital projects, upgrades, improvements, designs for such projects, upgrades and/or improvements and (f) standard operating instructions and operating data (including product quality and safety data and maintenance and inspection data).

(154) "Policies" shall mean insurance policies and insurance Contracts of any kind (other than life and benefits policies or Contracts), including primary, excess and umbrella policies, comprehensive general liability policies, director and officer liability, fiduciary liability, automobile, aircraft, property and casualty, workers' compensation and employee dishonesty insurance policies and bonds, together with the rights, benefits and privileges thereunder (which, for the avoidance of doubt, includes insurance policies and insurance Contracts issued, executed or otherwise in effect both before and after the Effective Time).

(155) "Pre-Acquisition RemainCo Business" shall have the meaning set forth in Section 5.6(b)(i).

(156) "Pre-Acquisition RemainCo Entities" shall have the meaning set forth in Section 5.6(c).

(157) "Pre-Acquisition SpinCo Business" shall have the meaning set forth in Section 5.6(e)(i).

(158) "Pre-Acquisition SpinCo Entities" shall have the meaning set forth in Section 5.6(f).

(159) "Prior AgCo Claim" shall have the meaning set forth in Section 6.4(a)(ii).

(160) "Prior Transaction Agreement Notice Recipient" shall have the meaning set forth in Section 6.2(d).

(161) "Prior Transaction Agreement Notifying Party" shall have the meaning set forth in Section 6.2(d).

(162) "Prior Transaction Agreements" shall mean the DWDP SDA, DWDP Letter Agreement, DWDP EMA, DWDP TMA, DWDP PFAS MOU, and the agreements set forth on Schedule 1.1(162).

(163) "Privilege" shall have the meaning set forth in Section 9.7(a).

(164) "Privilege Waiver Dispute" shall have the meaning set forth in Section 9.7(c)(iii).

(165) "Privilege Waiver Negotiation Period" shall have the meaning set forth in Section 9.7(c)(iv).

(166) "Privilege Waiver Request" shall have the meaning set forth in Section 9.7(c).

(167) "Privileged Information" shall have the meaning set forth in Section 9.7(a).

(168) "Processing" (and its cognates) shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(169) "Public Reports" shall have the meaning set forth in Section 5.1(d).

(170) "Record Holders" shall have the meaning set forth in the recitals hereto.

(171) "Records" shall mean any Contracts, documents, books, records or files.

(172) "Registrations" shall mean all registrations, consents, approvals, licenses or other authorizations required by applicable Law and/or granted by or from any Governmental Entity which permit the manufacture for commercial sale, sale or distribution of a product.

(173) "Regulatory Data" means data and information submitted to, or generated for submission but not submitted to, or received from, a Governmental Entity, including summaries, applications, dossiers, study reports, study protocols, analytical methods, method validations, data tables, literature compilations, residue data, regulatory correspondence, additional studies supporting safety assessments and similar items, in each case, including modifications and updates of any of the foregoing.

(174) "Related" shall mean, with respect to any Business or Discontinued Business, (i) in the case of an Asset, primarily or exclusively related to, used in or held for use in, and (ii) in the case of a Liability, primarily or exclusively related to, arising out of or resulting from, the conduct of such Business or Discontinued Business.

(175) "Release" shall mean any release, spill, emission, discharge, leaking, pumping, injection, deposit or disposal at, on, under or from, or dispersal, leaching or migration into or through, the indoor or outdoor environment (including indoor or ambient air, surface water, groundwater and surface or subsurface strata) or any real property.

(176) "Relevant Site Party" shall mean, as between members of the RemainCo Group and SpinCo Group, the member of either Group that, as of the Distribution, holds fee title or the highest priority lease from a third party that is not a member of the RemainCo Group or the SpinCo Group.

(177) "RemainCo" shall have the meaning set forth in the preamble hereto.

(178) "RemainCo Accounts" shall have the meaning set forth in Section 2.11(a).

(179) "RemainCo Ancillary Real Property" shall have the meaning set forth in the definition of "RemainCo Assets".

(180) "RemainCo Assets" shall mean any and all right, title and interest in and to the following Assets of (x) any member of the SpinCo Group at the Effective Time and (y) any member of the RemainCo Group at the Effective Time (provided, however, that RemainCo Assets shall not include Tax assets, which shall be governed by the Tax Matters Agreement, or Assets (without giving effect to the proviso in the definition of "Assets") Transferred pursuant to the Employee Matters Agreement, which shall be governed thereby) (the following clauses (i) through (xii), collectively, the "Specified RemainCo Assets"):

(i) Specified Equity Interests. (A) all interests in the capital stock of, or any other equity interests in, the members of the RemainCo Group (other than RemainCo), including those set forth on Schedule 1.1(188), and (B) the capital stock and other equity interests set forth on Schedule 1.1(180)(i)(B) of certain other Persons and, in the case of each of the foregoing clauses (A) and (B), any and all rights related thereto;

(ii) Specified Scheduled Assets. the Assets set forth on Schedule 1.1(180)(ii);

(iii) Specified Rights Under this Agreement. any and all rights and interests of the RemainCo Group under this Agreement, including any payments owed to RemainCo pursuant to Section 2.12;

(iv) Specified Real Property. (A) all rights, title and interest in and to the owned real property set forth on Schedule 1.1(180)(iv)(A), including, in each case, all land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights and reservations, and any and all other rights and reservations pertaining to the land and subsurface minerals, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances located thereon or associated therewith (except to the extent otherwise set forth on Schedule 1.1(180)(iv)(A) under the heading "Other Parties in Possession") (the "RemainCo Specified Owned Real Property") and (B) all rights, title and interest in, and to and under the leases, subleases or licenses of the real property set forth on Schedule 1.1(180)(iv)(B) (the "RemainCo Specified Leases"), including, in each case, to the extent provided for in such leases, subleases or licenses, any land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights and reservations, and any and all other rights and reservations pertaining to the land and subsurface minerals, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances located thereon or associated therewith (except to the extent otherwise set forth on Schedule 1.1(180)(iv)(B) under the heading "Other Parties in Possession") (the "RemainCo Specified Leased Real Property");

(v) Specified Shared Contracts. any and all RemainCo Shared Contracts; provided, however, that any such RemainCo Shared Contracts shall be subject to Section 2.2(d);

(vi) Specified Intellectual Property. (A) any and all Intellectual Property (excluding IT Assets, which for clarity is governed by Section 1.1(180)(viii)) owned by RemainCo or SpinCo, or any of their respective Affiliates, that is (I) listed as a RemainCo Asset on Schedule 1.1(180)(vi), including any Patent claiming priority to, or sharing priority with, or from which priority is claimed by, any Patent set forth on Schedule 1.1(180)(vi), or (II) Related to the RemainCo Business (excluding Intellectual Property listed as a SpinCo Asset on Schedule 1.1(237)(vii), any Patent claiming priority to, or sharing priority with, or from

which priority is claimed by, any Patent set forth on Schedule 1.1(237)(vii), SpinCo's and its Subsidiaries' interest in Intellectual Property that is listed as Joint IP on Schedule 1.1(114), and SpinCo's and its Subsidiaries' and any third parties' interest in studies that are listed as Joint Studies on Schedule 1.1(173) and the data contained therein) and (B) RemainCo's and its Subsidiaries' interest in any and all Intellectual Property that is listed as Joint IP on Schedule 1.1(114) and RemainCo's and its Subsidiaries' interest in any and all studies that are listed as Joint Studies on Schedule 1.1(173) and the data contained therein;

(vii) Specified Claims. any and all Assets in respect of accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing, in each case, to the extent related to any RemainCo Liability, including those set forth on Schedule 1.1(180)(vii) (subject, in each case, to Article VI);

(viii) Specified IT Assets. any and all IT Assets owned, licensed to or by, or held by RemainCo or SpinCo, or any of their respective Affiliates, that are (A) not Related to the SpinCo Business (excluding IT Assets set forth on Schedule 1.1(237)(ix)) or (B) set forth on Schedule 1.1(180)(viii);

(ix) Specified Contracts. all RemainCo Contracts;

(x) Specified Delayed RemainCo Assets. any and all Assets set forth on Schedule 1.1(180)(x) (the "Specified Delayed RemainCo Assets").

(xi) Specified Information. other than Intellectual Property and IT Assets, any and all Information exclusively related to the RemainCo Business, and to the extent not exclusively related to the RemainCo Business, any and all (I) Information to the extent related to any RemainCo Asset or RemainCo Liability, (II) Information to the extent related to any Legacy Liability or any Asset Transferred or Liability Allocated between the RemainCo Group and the SpinCo Group based on their respective Applicable Percentages, (III) books and records held at any RemainCo Real Property (unless held at a portion of any such site leased to a member of the SpinCo Group pursuant to an Intergroup Lease) and (IV) corporate or similar legal entity books and records of any Person described in clause (i) of this definition of "RemainCo Assets";

(xii) Specified SpinCo Cash Distribution. the right to receive the SpinCo Cash Distribution;

(xiii) Not Specified Assets. unless constituting a Specified SpinCo Asset or a Specified RemainCo Asset:

(a) Corporate or Enterprise-wide Assets. any and all rights, title and interest in, and to, any Asset (excluding IT Assets and Intellectual Property) of RemainCo or any of its Subsidiaries as of immediately prior to the Effective Time that is not related to any Business (other than in a de minimis respect) (*e.g.*, corporate or enterprise-wide Assets), including those set forth on Schedule 1.1(180)(xiii)(a), and excluding those set forth on Schedule 1.1(237)(xiii)(a);

(b) Cash. (I) all Cash and Cash Equivalents, notes, interest receivables and other financial assets owned by any member of the RemainCo Group and (II) all derivative instruments owned by any member of the RemainCo Group;

(c) Accounts Receivable. (I) all accounts and notes receivable to the extent related to the RemainCo Business (provided, however, that any such accounts receivable represented by an invoice of less than $500,000 shall not constitute RemainCo Assets pursuant to this clause (c) if the accounts receivable represented by such invoice is Related to the SpinCo Business), (II) all accounts and notes receivable represented by an invoice of less than $500,000 if the accounts receivable represented by such invoice is Related to the RemainCo Business and (III) all accounts and notes receivable represented by an invoice of less than $500,000, owned by any member of the RemainCo Group and that are not Related to either Business;

(d) Credits and Prepaid Expenses. all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items, in each case to the extent they are (I) used or held for use in, or arise out of, the operation or conduct of the RemainCo Business (including, for the avoidance of doubt, such portion of any credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items of the SpinCo Group to the extent they are used or held for use in, or arise out of, the operation or conduct of the RemainCo Business), and/or (II) owned by a member of the RemainCo Group, and are not related to any Business (other than in a de minimis respect), including those set forth on Schedule 1.1(180)(xiii)(d)(II);

(e) Unrelated Tangible Property. except for furniture, all tangible personal property and interests therein (including machinery, tools, equipment and vehicles), in each case, that is not related to any Business (other than in a de minimis respect) and that is (I) set forth on Schedule 1.1(180)(xiii)(e) or (II) legally owned or held by a member of the RemainCo Group immediately prior to the Effective Time and not otherwise set forth on Schedule 1.1(237)(xiii)(e);

(f) Unrelated Furniture. all furniture that is not related to any Business (other than in a de minimis respect) if, at the Effective Time, such furniture is held at (I) any RemainCo Real Property, except as may be provided pursuant to the terms of any RemainCo Specified Lease or any Intergroup Lease, in each case, other than any site set forth on Schedule 1.1(237)(xiii)(f), or (II) any site set forth on Schedule 1.1(180)(xiii)(f);

(g) Unrelated Information. any and all Information (other than (x) Intellectual Property and (y) IT Assets) that is not related to any Business (other than in a de minimis respect) and that is legally owned or held by RemainCo or any of its Subsidiaries immediately prior to the Effective Time, including Information set forth on Schedule 1.1(180)(xiii)(g); and

(h) Unrelated Claims. all rights, claims, causes of action and credits to the extent relating to any RemainCo Asset that do not relate to any Business (other than in a de minimis respect) and do not relate to any SpinCo Liability (other than in a de minimis respect), including those arising under any guaranty, warranty, indemnity, right of recovery, right of set-off or similar right, including those set forth on Schedule 1.1(180)(xiii)(h) (subject, in each case, to Article VI);

(i) Unrelated Inventory. any and all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories, in each case, that are not related to any Business in more than a de minimis respect and that are legally owned or held by a member of the RemainCo Group immediately prior to the Effective Time;

(j) Unrelated Regulatory Assets. any and all Consents and Registrations, in each case, that are not related to any Business in more than a de minimis respect and that are legally owned or held by a member of the RemainCo Group immediately prior to the Effective Time;

(xiv) Other Related Assets. if and to the extent not addressed by the Assets described in clauses (i) through (xii) of this definition, any and all Assets Related to the RemainCo Business, including in the following categories, but, in each case, excluding Intellectual Property, IT Assets, the Specified SpinCo Assets and the Assets described in clause (xiii) of the definition of "SpinCo Assets":

(a) Other Related Real Property. all real property interests other than the RemainCo Specified Owned Real Property and the RemainCo Specified Leased Real Property that are, in each case, Related to the RemainCo Business (the "RemainCo Ancillary Real Property", and together with the RemainCo Specified Owned Real Property and the RemainCo Specified Leased Real Property, the "RemainCo Real Property");

(b) Other Related Tangible Property. except for IT Assets and RemainCo Inventory, any and all tangible personal property and interests therein, including machinery, furniture, tools, equipment, vehicles, in each case that are Related to the RemainCo Business;

(c) Other Related Inventory. any and all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories, in each case, that are Related to the RemainCo Business;

(d) Other Related Regulatory Assets. any and all Permits (including Environmental Permits), Consents and Registrations, in each case, that is Related to the RemainCo Business;

(e) Other Related Information. any and all Information (other than Intellectual Property and IT Assets) that is Related to the RemainCo Business; and

(f) Other Related Equity Interests. any and all interests in the capital stock of, or other equity interests in, any Person that is not a member of the SpinCo Group or RemainCo Group that is Related to the RemainCo Business.

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of "SpinCo Assets", such inconsistency shall be resolved using the following order of precedence:

(a) any Specified RemainCo Asset listed on Schedules 1.1(188) (*RemainCo Group*), 1.1(180)(i)(B) (*Specified Equity Interests*), 1.1(180)(ii) (*Specified Scheduled Assets*), 1.1(180)(iv)(A) and (B) (*Specified Real Property*) (except to the extent otherwise set forth on Schedules 1.1(180)(iv)(A) and (B) under the heading "Other Parties in Possession"), 1.1(237)(vii) (*Specified Intellectual Property*) (solely with respect to RemainCo's and its Subsidiaries' interest in Intellectual Property that is listed as Joint IP on Schedule 1.1(114)) 1.1(180)(vi) (*Specified Intellectual Property*), 1.1(180)(vii) (*Specified Claims*) and 1.1(180)(viii) (*Specified IT Assets*) constitutes a RemainCo Asset;

(b) any Contract listed on Schedule 1.1(203) (*RemainCo Specified Prior Transaction Agreements*) constitutes a RemainCo Asset;

(c) any Shared Contract listed on Schedule 1.1(197) (*RemainCo Shared Contracts*) or 1.1(211) (*Severable Prior Transaction Agreements*) constitutes a RemainCo Asset (subject to Section 2.2(d)); and

(d) (I) any Asset listed on Schedule 1.1(180)(xiii)(a) (*Corporate or Enterprise-wide Assets*) shall give rise to a rebuttable presumption in favor of RemainCo that such Asset is owned by RemainCo or any of its Subsidiaries as of immediately prior to the Effective Time and is not related to any Business (other than in a de minimis respect), (II) any Asset listed on Schedule 1.1(180)(xiii)(c) (*Accounts Receivable*) shall give rise to a rebuttable presumption in favor of RemainCo that such Asset is not related to any Business (other than in a de minimis respect), (III) any Asset listed on Schedule 1.1(180)(xiii)(d)(II) (*Credits and Prepaid Expenses*) shall give rise to a rebuttable presumption in favor of RemainCo that such Asset is owned by a member of the RemainCo Group and is not related to any Business (other than in a de minimis respect), (IV) any Asset listed on Schedule 1.1(180)(xiii)(e) (*Unrelated Tangible Property*) shall give rise to a rebuttable presumption in favor of RemainCo that such Asset is not related to any Business (other than in a de minimis respect), (V) any furniture at any site set forth on Schedule 1.1(180)(xiii)(f) (*Unrelated Furniture*) shall give rise to a rebuttable presumption in favor of RemainCo that such furniture is not related to any Business (other than in a de minimis respect), (VI) any Asset listed on Schedules 1.1(180)(xiii)(g) (*Unrelated Information*) shall give rise to a rebuttable presumption in favor of RemainCo that such Asset is of RemainCo or any of its Subsidiaries as of immediately prior to the Effective Time and is not related to any Business (other than in a de minimis respect) and

(VII) any Asset listed on Schedule 1.1(180)(xiii)(h) (*Unrelated Claims*) shall give rise to a rebuttable presumption in favor of RemainCo that such Asset is not related to any Business (other than in a de minimis respect) and is not related to any SpinCo Liability (other than in a de minimis respect).

Notwithstanding anything to the contrary herein, this Agreement and the Ancillary Agreements do not purport to transfer ownership of any of the Parties' insurance policies, and any assignment of rights to coverage under such insurance policies is governed by Article XI.

(181) "RemainCo Business" shall mean (a) the businesses, operations and activities of the crop protection reporting segment of RemainCo and (b) the businesses, operations and activities set forth on Schedule 1.1(181), in the case of each of the foregoing clauses (a) and (b), (i) whether conducted independently or in association with one or more third parties through a partnership, joint venture or other mutual enterprise and (ii) as conducted at any time prior to the Effective Time by any member of the SpinCo Group or RemainCo Group (or any of their respective predecessors); provided that the RemainCo Business shall not include any product for use in the SpinCo Fields.

(182) "RemainCo Closing 8-K" shall mean the Current Report on Form 8-K filed with the Commission by RemainCo in connection with the consummation of the Distribution, setting forth carve-out financial statements relating to the RemainCo Business.

(183) "RemainCo Common Stock" shall mean the issued and outstanding shares of common stock, par value $0.01 per share, of RemainCo.

(184) "RemainCo Contracts" shall mean any and all Contracts to which RemainCo or any of its Subsidiaries as constituted immediately prior to the Effective Time is a party or by which it or any of such Subsidiaries or any of their respective Assets is bound, whether or not in writing, which fall within any of the following categories:

(i) (A) any and all Contracts that are Related to the RemainCo Business, RemainCo Assets and/or RemainCo Liabilities, including RemainCo Specified Leases, and that are not Mixed Contracts and (B) all Prior Transaction Agreements other than the SpinCo Specified Prior Transaction Agreements; provided, however, that (x) any RemainCo Shared Contracts (including the Severable Prior Transaction Agreements) shall be subject to Section 2.2(d) and (y) any Shared Prior Transaction Agreements shall be subject to Article VI;

(ii) any and all Contracts to which RemainCo or any of its Subsidiaries was a party as of the Effective Time (and any amendments, extensions or replacements thereof) that are not related in any respect (other than in a de minimis respect) to any Business (other than the SpinCo Specified Corporate Contracts), including any and all Contracts set forth on Schedule 1.1(184)(ii) (the "RemainCo Specified Corporate Contracts").

(185) "RemainCo CSIs" shall have the meaning set forth in Section 2.10(d).

(186) "RemainCo Discontinued Businesses" shall mean any Discontinued Business that, at the time of ceasing to be owned, leased, occupied or otherwise used by (or on behalf of) any member of either Group (or any predecessor thereto) or any former Subsidiary thereof, was Related to the RemainCo Business as conducted at any time prior to the Effective Time, including the Discontinued Businesses set forth on Schedule 1.1(186).

(187) "RemainCo Environmental Liabilities" shall mean:

(i) other than with respect to Third Party Real Property Liabilities (which for clarity are addressed in Section 1.1(187)(ii), Section 1.1(187)(iii), Section 1.1(246)(ii) and Section 1.1(246)(iii)), any and all Environmental Liabilities of any member of the RemainCo Group or the SpinCo Group, including any and all Off-Site Environmental Liabilities, (A) to the extent relating to, arising out of or resulting from the (x) RemainCo Business; (y) operations and activities of any member of the RemainCo Group or (z) ownership, lease or occupancy of, or operations at, any RemainCo Real Property by any member of the RemainCo Group or (B) set forth on Schedule 1.1(187)(i);

(ii) other than with respect to Shared Third Party Real Property Liabilities (which for clarity are addressed in Section 1.1(187)(iii) and Section 1.1(246)(iii)), any and all Third Party Real Property Liabilities that are primarily or exclusively related to, arising out of or resulting from the business, operations or activities of the RemainCo Group at the applicable Shared Third Party Real Property; and

(iii) the Applicable RemainCo Percentage of any and all Shared Third Party Real Property Liabilities;

provided that, notwithstanding anything to the contrary in this Agreement, in no event shall the RemainCo Environmental Liabilities include any DWDP SpinCo Liabilities (which for clarity shall be Allocated to SpinCo), any Legacy Liabilities or any Discontinued Business Liabilities.

(188) "RemainCo Group" shall mean (a) RemainCo, (b) each Person that is a Subsidiary of RemainCo immediately after the Distribution (including EIDP) and (c) each Person that becomes a Subsidiary of RemainCo after the Distribution, which, for the avoidance of doubt, shall include those Persons identified as such on Schedule 1.1(188) (and shall not include the Persons on Schedule 1.1(248)).

(189) "RemainCo Indemnitees" shall mean each member of the RemainCo Group and each of their Affiliates from and after the Effective Time and each member of the RemainCo Group's and their respective current, former and future Affiliates' respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

(190) "RemainCo Inventory" shall mean the Assets described in Section 1.1(180)(xiii)(i) and Section 1.1(180)(xiv)(c).

(191) "RemainCo Liabilities" shall mean any and all Liabilities of (x) any member of the SpinCo Group as constituted at the Effective Time and/or (y) any member of the RemainCo Group as constituted at the Effective Time, in the following categories, in each case, regardless of (1) whether such Liabilities arise or occur prior to, as of or after the Effective Time (except where expressly limited by the terms of this Agreement to the period prior to the Effective Time), (2) where or against whom such Liabilities are asserted or determined, (3) regardless of whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the SpinCo Group or RemainCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (4) which entity is named in any Action associated with any Liability (except for Liabilities related to Taxes and Employee Related Liabilities which are governed exclusively by the Tax Matters Agreement and the Employee Matters Agreement, respectively) (the following clauses (i) through (xii) of this Section 1.1(191), collectively, the "Specified RemainCo Liabilities"):

(i) Expressly Allocated Liabilities. without duplication of Section 1.1(191)(iii) through Section 1.1(191)(xi), any and all Liabilities that are expressly Allocated to the RemainCo Group pursuant to this Agreement or any Ancillary Agreement, including any obligations and Liabilities of any member of the RemainCo Group under this Agreement or any Ancillary Agreement;

(ii) Inventor Remuneration Liabilities. any and all Liabilities arising out of Inventor Remuneration to the extent related to (A) the Intellectual Property constituting a RemainCo Asset (other than any discrete and reasonably identifiable part thereof solely attributable to the use or sublicense of such Intellectual Property by any member of the SpinCo Group as Licensee (as such term is defined in the IP Matters Agreement) under the IP Matters Agreement) or (B) the discrete and reasonably identifiable part of the Intellectual Property constituting a SpinCo Asset solely attributable to the use or sublicense of such Intellectual Property by any member of the RemainCo Group as Licensee (as such term is defined in the IP Matters Agreement) under the IP Matters Agreement;

(iii) Separation Disclosure Related Liabilities. the Applicable RemainCo Percentage of any and all Separation Disclosure Related Liabilities;

(iv) Transaction Expenses. (A) the RemainCo Expense Percentage as set forth in Schedule 1.1(191)(iv) of any and all Shared Transaction Expenses, except as otherwise provided in this Agreement or any Ancillary Agreement, and (B) any and all RemainCo Specified Transaction Expenses;

(v) Scheduled Liabilities. any and all Liabilities set forth on Schedule 1.1(191)(v);

(vi) Specified Contract Liabilities. any and all Liabilities (other than Corporate Trade Payables) primarily related to, arising out of or resulting from the RemainCo Specified Corporate Contracts;

(vii) Service Provider Liabilities. any and all Liabilities relating to, arising out of or resulting from any services provided or being provided to, on behalf of or for the benefit of the RemainCo Group, regardless of whether a member of the RemainCo Group or SpinCo Group, or their respective personnel, procured or provided or is procuring or providing such services, including, for the avoidance of doubt, (A) any services provided in connection with the audit, preparation, printing, filing, delivery and/or public dissemination of any financial statements of the RemainCo Group and (B) those services set forth on Schedule 1.1(191)(vii) (provided that any such services being provided pursuant to a Transition Services Agreement or another Ancillary Agreement shall be governed thereby);

(viii) Indebtedness Liabilities. any and all Liabilities for Indebtedness of the type described in clauses (a), (d) and (g) (but in case of clause (g) solely with respect to clauses (a) and (d)) of the definition of "Indebtedness" of RemainCo or any of its Subsidiaries that was incurred by any member of the RemainCo Group (and any such Indebtedness guaranteed by any of RemainCo's Subsidiaries that is a member of the RemainCo Group), including those set forth on Schedule 1.1(191)(viii);

(ix) Legacy Liabilities. any and all Legacy Liabilities;

(x) Discontinued Business Liabilities. (A) any and all Liabilities Related to the RemainCo Discontinued Businesses and (B) the Applicable RemainCo Percentage of any and all Shared Discontinued Business Liabilities;

(xi) Environmental Liabilities. any and all RemainCo Environmental Liabilities;

(xii) Specified Third Party Liabilities. the Applicable RemainCo Percentage of any and all Specified Third Party Liabilities;

(xiii) Not Specified Liabilities. unless constituting a Specified SpinCo Liability or a Specified RemainCo Liability:

(a) Accounts Payable. (I) any and all checks issued but not drawn and accounts payable (the "Corporate Trade Payables") to the extent related (other than in de minimis respects) to the RemainCo Business (provided, however, that any such Corporate Trade Payable represented by an invoice of less than $500,000 shall not constitute RemainCo Liabilities pursuant to this clause (I) if the Corporate Trade Payable represented by such invoice is Related to the SpinCo Business), (II) any and all Corporate Trade Payables represented by an invoice of less than $500,000 if the Corporate Trade Payable represented by such invoice is Related to the RemainCo Business and (III) any and all Corporate Trade Payables of RemainCo or any of its Subsidiaries as of immediately prior to the Effective Time, which are represented by an invoice of less than $500,000 and are not Related to either Business; and

(b) Other Shared Liabilities. the Applicable RemainCo Percentage of any and all Other Shared Liabilities;

(xiv) Other Primarily Related Liabilities. if and to the extent not addressed by the Liabilities described in clauses (i) through (xiii) of this definition or in clauses (i) through (xii) of the definition of

"SpinCo Liabilities", any and all Liabilities Related to the RemainCo Business or the RemainCo Discontinued Businesses, including in the following categories:

(a) Litigation Related Liabilities. any and all Liabilities related to, arising out of or resulting from any Action Related to the RemainCo Business or the RemainCo Discontinued Businesses, including such Actions listed on Schedule 1.1(191)(xiv)(a);

(b) Contract Related Liabilities. any and all Liabilities Related to any of the RemainCo Contracts; and

(c) Asset Related Liabilities. any and all Liabilities Related to any of the RemainCo Assets.

(xv) Unrelated Liabilities. if and to the extent not addressed by the Liabilities described in clauses (i) through (xiv) of this definition or in clauses (i) through (xiv) of the definition of "SpinCo Liabilities", any and all Liabilities of RemainCo or any of its Subsidiaries as constituted immediately prior to the Effective Time, which are not Related to either Business.

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of "SpinCo Liabilities", such inconsistency shall be resolved using the following order of precedence:

(a) any Legacy Liability constitutes a RemainCo Liability;

(b) any Specified RemainCo Liability listed on Schedules 1.1(187)(i) (*RemainCo Environmental Liabilities*), 1.1(191)(v) (*Scheduled Liabilities*), 1.1(191)(vii) (*Service Provider Liabilities*) and 1.1(191)(viii) (*Indebtedness Liabilities*) constitutes a RemainCo Liability; and

(c) any Liability listed on Schedule 1.1(191)(xiv)(a) (*Litigation Related Liabilities*) shall give rise to a rebuttable presumption in favor of SpinCo that such Liability relates to the RemainCo Business and/or RemainCo Assets.

In addition, the Allocation provided for in this definition of "RemainCo Liabilities" is not intended to affect or impact the share of any such Liability attributable to third parties.

(192) "RemainCo Managed Shared Liabilities" shall have the meaning set forth in Section 1.1(140).

(193) "RemainCo Non-Compete Acquirers" shall have the meaning set forth in Section 5.6(c).

(194) "RemainCo Non-Compete Target" shall have the meaning set forth in Section 5.6(b)(i).

(195) "RemainCo Prohibited Activities" shall have the meaning set forth in Section 5.6(a).

(196) "RemainCo Real Property" shall have the meaning set forth in the definition of "RemainCo Assets".

(197) "RemainCo Shared Contracts" shall mean any and all Shared Contracts that are not SpinCo Shared Contracts, SpinCo Specified Corporate Contracts or any RemainCo Specified Corporate Contracts.

(198) "RemainCo Specified Corporate Contracts" shall have the meaning set forth in the definition of "RemainCo Contracts".

(199) "RemainCo Specified Leased Real Property" shall have the meaning set forth in the definition of "RemainCo Assets".

(200) "RemainCo Specified Leases" shall have the meaning set forth in the definition of "RemainCo Assets".

(201) "RemainCo Specified Owned Real Property" shall have the meaning set forth in the definition of "RemainCo Assets".

(202) " RemainCo Specified Permitted Activities" shall mean the matters set forth on Schedule 1.1(202).

(203) "RemainCo Specified Prior Transaction Agreements" shall mean (a) the DWDP PFAS MOU and (b) any and all Prior Transaction Agreements exclusively related to the RemainCo Business, RemainCo Assets and/or RemainCo Liabilities, including those set forth on Schedule 1.1(203).

(204) " RemainCo Specified Transaction Expenses" shall mean those costs, premiums, fees and expenses set forth on Schedule 1.1(204), regardless of whether paid as of the Effective Time.

(205) " RemainCo Tax Opinion" shall mean the Tax opinion, in form and substance satisfactory to RemainCo (in its sole discretion), of Cravath, Swaine & Moore LLP issued to RemainCo with respect to the qualification of certain steps of the Transactions for their Intended Tax Treatment.

(206) "Response Action" shall mean any environmental investigation, monitoring, remediation or other action with respect to any Environmental Liability, including any Environmental Liability that constitutes a Legacy Liability or a DWDP SpinCo Liability.

(207) "Rules" shall have the meaning set forth in Section 10.1(c).

(208) "Second Non-Compete Discussion Period" shall have the meaning set forth in Section 5.6(i).

(209) "Security Interest" shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-entry, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws and licenses of Intellectual Property.

(210) "Separation Disclosure Related Liabilities" shall mean any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in or incorporated by reference into (A) the Distribution Disclosure Documents filed or furnished with the Commission in connection with the Distribution (including the Form 10, the RemainCo Closing 8-K and the SpinCo Closing 8-K) or (B) the Financing Disclosure Documents in connection with the SpinCo Financing Arrangements.

(211) "Severable Prior Transaction Agreements" shall mean the Prior Transaction Agreements set forth on Schedule 1.1(211).

(212) "Shared Contract" shall mean any Mixed Contract that (a) is not a Non-Shared Contract and (b) is not a Prior Transaction Agreement (other than the Severable Prior Transaction Agreements).

(213) " Shared Discontinued Business Liabilities" shall mean any and all Discontinued Business Liabilities (other than any Liabilities Related to any RemainCo Discontinued Business or any SpinCo Discontinued Business), including any and all Discontinued Business Liabilities to the extent related to the Discontinued Businesses set forth on Schedule 1.1(213).

(214) " Shared Liabilities" shall mean any and all Shared Third Party Real Property Liabilities, Separation Disclosure Related Liabilities, Shared Discontinued Business Liabilities, Shared Transaction Expenses, Specified Third Party Liabilities and Other Shared Liabilities.

(215) "Shared Liability Manager" shall mean (i) RemainCo with respect to any Third Party Claim in respect of a RemainCo Managed Shared Liability (other than any Allocation Action or Response Action), (ii) with respect to any Third Party Claim in respect of a Scheduled Other Shared Liability, the Party identified as the "Shared Liability Manager" for such Scheduled Other Shared Liability on Schedule 1.1(140)(i) and (iii) SpinCo with respect to any Third Party Claim in respect of a Shared Liability that is not a RemainCo Managed Shared Liability or a Scheduled Other Shared Liability (other than any Allocation Action or Response Action).

(216) "Shared Permit" shall have the meaning set forth in Section 5.5(a).

(217) "Shared Prior Transaction Agreements" shall mean the Prior Transaction Agreements that are not (a) SpinCo Specified Prior Transaction Agreements, (b) RemainCo Specified Prior Transaction Agreements or (c) Severable Prior Transaction Agreements, including those set forth on Schedule 1.1(217).

(218) "Shared Specified Transaction Expenses" shall mean those costs, premiums, fees and expenses set forth on Schedule 1.1(218), regardless of whether paid as of the Effective Time.

(219) "Shared Third Party Real Property" shall mean the real property set forth on Schedule 1.1(219).

(220) "Shared Third Party Real Property Liabilities" shall mean any and all Third Party Real Property Liabilities that are not (or that cannot feasibly or cost-effectively be determined to be) primarily or exclusively related to, arising out of or resulting from the business, operations or activities of the RemainCo Group, on one hand, or the SpinCo Group, on the other hand, at the applicable Shared Third Party Real Property.

(221) " Shared Transaction Expenses" shall mean any and all out-of-pocket costs and expenses incurred, by any member of the RemainCo Group or the SpinCo Group (solely to the extent unpaid at or prior to the Effective Time) (A) directly related to the consummation of the transactions contemplated hereby, including third party professional fees (*e.g.*, outside legal and accounting fees) and other fees and expenses incurred in connection with the preparation, execution and delivery and implementation of this Agreement, (B) directly related to the Distribution Disclosure Documents and the Distribution (including printing, mailing and filing fees), (C) directly related to the listing of SpinCo's common stock on a stock exchange in connection with the Distribution or (D) in connection with the Internal Reorganization; provided that the Shared Transaction Expenses shall include the Shared Specified Transaction Expenses, but shall exclude the SpinCo Specified Transaction Expenses and the RemainCo Specified Transaction Expenses.

(222) " Site Services Agreements" shall mean the Site Services Agreements set forth on Schedule 1.1(222).

(223) " SOFR" shall mean the Secured Overnight Financing Rate published by the Federal Reserve Bank of New York.

(224) " Software" shall mean 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 to the extent related to any of the foregoing.

(225) "Sole Benefit Services" shall have the meaning set forth in Section 9.7(a).

(226) "Space Leases" shall mean the Space Leases set forth on Schedule 1.1(226).

(227) " Specified Delayed RemainCo Assets" shall have the meaning set forth in the definition of "RemainCo Assets".

(228) "Specified Delayed SpinCo Assets" shall have the meaning set forth in the definition of "SpinCo Assets".

(229) "Specified RemainCo Assets" shall have the meaning set forth in the definition of "RemainCo Assets".

(230) "Specified RemainCo Liabilities" shall have the meaning set forth in the definition of "RemainCo Liabilities".

(231) "Specified SpinCo Assets" shall have the meaning set forth in the definition of "SpinCo Assets".

(232) "Specified SpinCo Liabilities" shall have the meaning set forth in the definition of "SpinCo Liabilities".

(233) "Specified Third Party Liabilities" shall have the meaning set forth on Schedule 1.1(233).

(234) "SpinCo" shall have the meaning set forth in the preamble hereto.

(235) "SpinCo Accounts" shall have the meaning set forth in Section 2.11(a).

(236) "SpinCo Ancillary Real Property" shall have the meaning set forth in the definition of "SpinCo Assets".

(237) "SpinCo Assets" shall mean any and all right, title and interest in and to the following Assets of (x) any member of the SpinCo Group at the Effective Time and (y) any member of the RemainCo Group at the Effective Time (provided, however, that SpinCo Assets shall not include Tax assets, which shall be governed by the Tax Matters Agreement, or Assets (without giving effect to the proviso in the definition of "Assets") Transferred pursuant to the Employee Matters Agreement, which shall be governed thereby) (the following clauses (i) through (xii), collectively, the "Specified SpinCo Assets"):

(i) Specified Equity Interests. (A) all interests in the capital stock of, or any other equity interests in, the members of the SpinCo Group (other than SpinCo), including those set forth on Schedule 1.1(248), and (B) the capital stock and other equity interests set forth on Schedule 1.1(237)(i)(B) of certain other Persons and, in the case of each of the foregoing clauses (A) and (B), any and all rights related thereto;

(ii) Specified Scheduled Assets. the Assets set forth on Schedule 1.1(237)(ii);

(iii) Specified Rights Under this Agreement. any and all rights and interests of the SpinCo Group under this Agreement, including any payments owed to SpinCo pursuant to Section 2.12;

(iv) Specified Real Property. (A) all rights, title and interest in and to the owned real property set forth on Schedule 1.1(237)(iv)(A), including, in each case, all land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights and reservations, and any and all other rights and reservations pertaining to the land and subsurface minerals, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances located thereon or associated therewith (except to the extent otherwise set forth on Schedule 1.1(237)(iv)(A) under the heading "Other Parties in Possession") (the "SpinCo Specified Owned Real Property") and (B) all rights, title and interest in, and to and under the leases, subleases or licenses of the real property set forth on Schedule 1.1(237)(iv)(B) (the "SpinCo Specified Leases"), including, in each case, to the extent provided for in such leases, subleases or licenses, any land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights and reservations, and any and all other rights and reservations pertaining to the land and subsurface minerals, and any and all licenses, permits, registrations,

approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances located thereon or associated therewith (except to the extent otherwise set forth on Schedule 1.1(237)(iv)(B) under the heading "Other Parties in Possession") (the "SpinCo Specified Leased Real Property");

(v) Specified Shared Contracts. any and all SpinCo Shared Contracts; provided, however, that any such SpinCo Shared Contracts shall be subject to Section 2.2(d);

(vi) Specified Vested Prior Transaction Rights. any and all SpinCo Vested Prior Transaction Rights;

(vii) Specified Intellectual Property. (A) any and all Intellectual Property (excluding IT Assets, which for clarity is governed by Section 1.1(237)(ix)) owned by RemainCo or SpinCo, or any of their respective Affiliates, that is (I) listed as a SpinCo Asset on Schedule 1.1(237)(vii), including any Patent claiming priority to, or sharing priority with, or from which priority is claimed by, any Patent set forth on Schedule 1.1(237)(vii), or (II) Related to the SpinCo Business (excluding Intellectual Property listed as a RemainCo Asset on Schedule 1.1(180)(vi), any Patent claiming priority to, or sharing priority with, or from which priority is claimed by, any Patent set forth on Schedule 1.1(237)(vii), RemainCo's and its Subsidiaries' interest in Intellectual Property that is listed as Joint IP on Schedule 1.1(114), and RemainCo's and its Subsidiaries' and any third parties' interest in studies that are listed as Joint Studies on Schedule 1.1(173) and the data contained therein) and (B) SpinCo's and its Subsidiaries' interest in any and all Intellectual Property that is listed as Joint IP on Schedule 1.1(114) and SpinCo's and its Subsidiaries' interest in any and all studies that are listed as Joint Studies on Schedule 1.1(173) and the data contained therein;

(viii) Specified Claims. any and all Assets in respect of accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing, in each case, to the extent related to any SpinCo Liability, including those set forth on Schedule 1.1(237)(viii) (subject, in each case, to Article VI);

(ix) Specified IT Assets. any and all IT Assets owned, licensed to or by, or held by RemainCo or SpinCo, or any of their respective Affiliates, that are (A) Related to the SpinCo Business (excluding IT Assets set forth on Schedule 1.1(180)(viii)) or (B) set forth on Schedule 1.1(237)(ix);

(x) Specified Contracts. all SpinCo Contracts;

(xi) Specified Delayed SpinCo Assets. any and all Assets set forth on Schedule 1.1(237)(xi) (the "Specified Delayed SpinCo Assets").

(xii) Specified Information. other than Intellectual Property, IT Assets and any and all Information to the extent related to any Legacy Liability or any Asset or Liability Allocated between the RemainCo Group and the SpinCo Group based on their respective Applicable Percentages, (A) any and all Information exclusively related to the SpinCo Business, and (B) to the extent not exclusively related to the SpinCo Business, any and all (I) Information to the extent related to any SpinCo Asset or SpinCo Liability, (II) books and records held at any SpinCo Real Property (unless held at a portion of any such site leased to a member of the RemainCo Group pursuant to an Intergroup Lease) and (III) corporate or similar legal entity books and records of any Person described in clause (i) of this definition of "SpinCo Assets";

(xiii) Not Specified Assets. unless constituting a Specified RemainCo Asset or a Specified SpinCo Asset:

(a) Corporate or Enterprise-wide Assets. any and all rights, title and interest in, and to, any Asset (excluding IT Assets and Intellectual Property) of RemainCo or any of its Subsidiaries as of immediately prior to the Effective Time that is not related to any Business (other than in a de minimis respect) (*e.g.*, corporate or enterprise-wide Assets) and set forth on Schedule 1.1(237)(xiii)(a);

(b) Cash. (I) all Cash and Cash Equivalents, notes, interest receivables and other financial assets owned by any member of the SpinCo Group and (II) all derivative instruments owned by any member of the SpinCo Group;

(c) Accounts Receivable. (I) all accounts and notes receivable to the extent related to the SpinCo Business (provided, however, that any such accounts receivable represented by an invoice of less than $500,000 shall not constitute SpinCo Assets pursuant to this clause (c) if the accounts receivable represented by such invoice is Related to the RemainCo Business), (II) all accounts and notes receivable represented by an invoice of less than $500,000 if the accounts receivable represented by such invoice is Related to the SpinCo Business and (III) all accounts and notes receivable represented by an invoice of less than $500,000, owned by any member of the SpinCo Group and that are not Related to either Business;

(d) Credits and Prepaid Expenses. all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items, in each case to the extent they are (I) used or held for use in, or arise out of, the operation or conduct of the SpinCo Business (including, for the avoidance of doubt, such portion of any credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items of the RemainCo Group to the extent they are used or held for use in, or arise out of, the operation or conduct of the SpinCo Business), and/or (II) owned by a member of the SpinCo Group, and are not related to any Business (other than in a de minimis respect), including those set forth on Schedule 1.1(237)(xiii)(d)(II);

(e) Unrelated Tangible Property. except for furniture, all tangible personal property and interests therein (including machinery, tools, equipment and vehicles), in each case, that is not related to any Business (other than in a de minimis respect) and that is (I) set forth on Schedule 1.1(237)(xiii)(e) or (II) legally owned or held by a member of the RemainCo Group immediately prior to the Effective Time and not otherwise set forth on Schedule 1.1(180)(xiii)(e);

(f) Unrelated Furniture. all furniture that is not related to any Business (other than in a de minimis respect) if, at the Effective Time, such furniture is held at (I) any SpinCo Real Property, except as may be provided pursuant to the terms of any SpinCo Specified Lease or any Intergroup Lease, in each case, other than any site set forth on Schedule 1.1(180)(xiii)(f), or (II) any site set forth on Schedule 1.1(237)(xiii)(f);

(g) Unrelated Information. any and all Information (other than (x) Intellectual Property and (y) IT Assets) that is not related to any Business (other than in a de minimis respect) and that is legally owned or held by SpinCo or any of its Subsidiaries immediately prior to the Effective Time, including Information set forth on Schedule 1.1(237)(xiii)(g); and

(h) Unrelated Claims. all rights, claims, causes of action and credits to the extent relating to any SpinCo Asset that do not relate to any Business (other than in a de minimis respect) and do not relate to any RemainCo Liability (other than in a de minimis respect), including those arising under any guaranty, warranty, indemnity, right of recovery, right of set-off or similar right, including those set forth on Schedule 1.1(237)(xiii)(h) (subject, in each case, to Article VI);

(i) Unrelated Inventory. any and all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories, in each case, that are not related to any Business in more than a de minimis respect and that are legally owned or held by a member of the SpinCo Group immediately prior to the Effective Time;

(j) Unrelated Regulatory Assets. any and all Consents and Registrations, in each case, that are not related to any Business in more than a de minimis respect and that are legally owned or held by a member of the SpinCo Group immediately prior to the Effective Time;

(xiv) Other Related Assets. if and to the extent not addressed by the Assets described in clauses (i) through (xiii) of this definition, any and all Assets Related to the SpinCo Business, including in the following categories, but, in each case, excluding Intellectual Property, IT Assets, the Specified RemainCo Assets and the Assets described in clause (xiii) of the definition of "RemainCo Assets":

(a) Other Related Real Property. all real property interests other than the SpinCo Specified Owned Real Property and the SpinCo Specified Leased Real Property that are, in each case, Related to the SpinCo Business (the "SpinCo Ancillary Real Property", and together with the SpinCo Specified Owned Real Property and the SpinCo Specified Leased Real Property, the "SpinCo Real Property");

(b) Other Related Tangible Property. except for IT Assets and SpinCo Inventory, any and all tangible personal property and interests therein, including machinery, furniture, tools, equipment, vehicles, in each case that are Related to the SpinCo Business;

(c) Other Related Inventory. any and all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories, in each case, that are Related to the SpinCo Business;

(d) Other Related Regulatory Assets. any and all Permits (including Environmental Permits), Consents and Registrations, in each case, that is Related to the SpinCo Business;

(e) Other Related Information. any and all Information (other than Intellectual Property and IT Assets) that is Related to the SpinCo Business; and

(f) Other Related Equity Interests. any and all interests in the capital stock of, or other equity interests in, any Person that is not a member of the SpinCo Group or RemainCo Group that is Related to the SpinCo Business.

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of "RemainCo Assets", such inconsistency shall be resolved using the following order of precedence:

(a) any Specified SpinCo Asset listed on Schedules 1.1(248) (*SpinCo Group*), 1.1(237)(i)(B) (*Specified Equity Interests*), 1.1(237)(ii) (*Specified Scheduled Assets*), 1.1(237)(iv)(A) and (B) (*Specified Real Property*) (except to the extent otherwise set forth on Schedules 1.1(237)(iv)(A) and (B) under the heading "Other Parties in Possession"), 1.1(237)(vii) (*Specified Intellectual Property*) (except RemainCo's and its Subsidiaries' interest in Intellectual Property that is listed as Joint IP on Schedule 1.1(114)), 1.1(237)(viii) (*Specified Claims*) and 1.1(237)(ix) (*Specified IT Assets*) constitutes a SpinCo Asset;

(b) any Contract listed on Schedules 1.1(242)(ii) (*SpinCo Specified Corporate Contracts*) or 1.1(263) (*SpinCo Specified Prior Transaction Agreements*) constitutes a SpinCo Asset;

(c) any Shared Contract listed on Schedule 1.1(257) (*SpinCo Shared Contracts*) or 1.1(211) (*Severable Prior Transaction Agreements*) constitutes a SpinCo Asset (subject to Section 2.2(d)); and

(d) (I) any Asset listed on Schedule 1.1(237)(xiii)(a) (*Corporate or Enterprise-wide Assets*) shall give rise to a rebuttable presumption in favor of SpinCo that such Asset is not related to any Business (other than in a de minimis respect), (II) any Asset listed on Schedule 1.1(237)(xiii)(d)(II) (*Credits and Prepaid Expenses*) shall give rise to a rebuttable presumption in favor of SpinCo that such Asset, is owned by a member of the SpinCo Group and is not related to any Business (other than in a de minimis respect), (III) any Asset listed on Schedule 1.1(237)(xiii)(e)

(*Unrelated Tangible Property*) shall give rise to a rebuttable presumption in favor of SpinCo that such Asset is not related to any Business (other than in a de minimis respect), (IV) any furniture at any site set forth on Schedule 1.1(237)(xiii)(f) (*Unrelated Furniture*) shall give rise to a rebuttable presumption in favor of SpinCo that such furniture is not related to any Business (other than in a de minimis respect), (V) any Asset listed on Schedules 1.1(237)(xiii)(e) (*Unrelated Information*) shall give rise to a rebuttable presumption in favor of RemainCo that such Asset is of SpinCo or any of its Subsidiaries as of immediately prior to the Effective Time and is not related to any Business (other than in a de minimis respect) and (VI) any Asset listed on Schedule 1.1(237)(xiii)(h) (*Unrelated Claims*) shall give rise to a rebuttable presumption in favor of SpinCo that such Asset is not related to any Business (other than in a de minimis respect) and is not related to any RemainCo Liability (other than in a de minimis respect).

Notwithstanding anything to the contrary herein, this Agreement and the Ancillary Agreements do not purport to transfer ownership of any of the Parties' insurance policies, and any assignment of rights to coverage under such insurance policies is governed by Article XI.

(238) "SpinCo Business" shall mean (a) the businesses, operations and activities of the seed reporting segment of RemainCo and (b) the businesses, operations and activities set forth on Schedule 1.1(238), in the case of each of the foregoing clauses (a) and (b), (i) whether conducted independently or in association with one or more third parties through a partnership, joint venture or other mutual enterprise and (ii) as conducted at any time prior to the Effective Time by any member of the SpinCo Group or RemainCo Group (or any of their respective predecessors); provided that the SpinCo Business shall not include any product for use in the RemainCo Fields.

(239) "SpinCo Cash Distribution" shall mean the cash distribution to be made by SpinCo to EIDP as set forth on Schedule 1.1(239).

(240) "SpinCo Closing 8-K" shall mean the Current Report on Form 8-K filed with the Commission by SpinCo in connection with the consummation of the Distribution.

(241) "SpinCo Common Stock" shall have the meaning set forth in the recitals hereto.

(242) "SpinCo Contracts" shall mean Contracts to which RemainCo or any of its Subsidiaries as constituted immediately prior to the Effective Time is a party or by which it or any of such Subsidiaries or any of their respective Assets is bound, whether or not in writing, which fall within any of the following categories:

(i) (A) any and all Contracts that are Related to the SpinCo Business, the SpinCo Assets and/or the SpinCo Liabilities, including the SpinCo Specified Leases, and that are not Mixed Contracts and (B) the SpinCo Specified Prior Transaction Agreements (which are subject to Section 2.5); and

(ii) any and all Contracts to which RemainCo or any of its Subsidiaries was a party as of the Effective Time (and any amendments, extensions or replacements thereof) that are not related in any respect (other than in a de minimis respect) to any Business and are set forth on Schedule 1.1(242)(ii) (the "SpinCo Specified Corporate Contracts").

(243) "SpinCo Contribution" shall mean the contribution of all of EIDP's interest in Pioneer Hi-Bred International, Inc., an Iowa corporation, to SpinCo in connection with, and in anticipation of, the Distribution.

(244) "SpinCo CSIs" shall have the meaning set forth in Section 2.10(d).

(245) "SpinCo Discontinued Businesses" shall mean any Discontinued Business that, at the time of ceasing to be owned, leased, occupied or otherwise used by (or on behalf of) any member of either Group (or any predecessor thereto) or any former Subsidiary thereof, was Related to the SpinCo Business as conducted at any time prior to the Effective Time, including the Discontinued Businesses set forth on Schedule 1.1(245).

(246) "SpinCo Environmental Liabilities" shall mean:

(i) other than with respect to Third Party Real Property Liabilities (which for clarity are addressed in Section 1.1(187)(ii), Section 1.1(187)(iii), Section 1.1(246)(ii) and Section 1.1(246)(iii)), any and all Environmental Liabilities of any member of the RemainCo Group or the SpinCo Group, including any and all Off-Site Environmental Liabilities, (A) to the extent relating to, arising out of or resulting from the (x) SpinCo Business; (y) operations and activities of any member of the SpinCo Group or (z) ownership, lease or occupancy of, or operations at, any SpinCo Real Property by any member of the SpinCo Group or (B) set forth on Schedule 1.1(246)(i);

(ii) other than with respect to Shared Third Party Real Property Liabilities (which for clarity are addressed in Section 1.1(187)(iii) and Section 1.1(246)(iii)), any and all Third Party Real Property Liabilities that are primarily or exclusively related to, arising out of or resulting from the business, operations or activities of the SpinCo Group at the applicable Shared Third Party Real Property; and

(iii) the Applicable SpinCo Percentage of any and all Shared Third Party Real Property Liabilities;

provided that, notwithstanding anything to the contrary in this Agreement, in no event shall the SpinCo Environmental Liabilities include any Legacy Liabilities (which for clarity shall be Allocated to RemainCo), any DWDP SpinCo Liabilities or any Discontinued Business Liabilities.

(247) "SpinCo Financing Arrangements" shall mean the financing arrangements described on Schedule 1.1(247).

(248) " SpinCo Group" shall mean (a) SpinCo, (b) each Person that is a Subsidiary of SpinCo immediately after the Distribution and (c) each Person that becomes a Subsidiary of SpinCo after the Distribution, which, for the avoidance of doubt, shall include those Persons identified as such on Schedule 1.1(248) (and shall not include the Persons on Schedule 1.1(188)).

(249) "SpinCo Indemnitees" shall mean each member of the SpinCo Group and each of their Affiliates from and after the Effective Time and each member of the SpinCo Group's and their respective current, former and future Affiliates' respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

(250) " SpinCo Inventory" shall mean the Assets described in Section 1.1(237)(xiii)(i) and Section 1.1(237)(xiv)(c).

(251) "SpinCo Issuance" shall have the meaning set forth in the recitals hereto.

(252) "SpinCo Liabilities" shall mean any and all Liabilities of (x) any member of the SpinCo Group as constituted at the Effective Time and/or (y) any member of the RemainCo Group as constituted at the Effective Time, in the following categories, in each case, regardless of (1) whether such Liabilities arise or occur prior to, as of or after the Effective Time (except where expressly limited by the terms of this Agreement to the period prior to the Effective Time), (2) where or against whom such Liabilities are asserted or determined, (3) regardless of whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the SpinCo Group or RemainCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (4) which entity is named in any Action associated with any Liability (except for Liabilities related to Taxes and Employee Related Liabilities which are governed exclusively by the Tax Matters Agreement and the Employee Matters Agreement, respectively) (the following clauses (i) through (xii) of this Section 1.1(252), collectively, the "Specified SpinCo Liabilities"):

(i) Expressly Allocated Liabilities. without duplication of Section 1.1(252)(iii) through Section 1.1(252)(xi), any and all Liabilities that are expressly Allocated to the SpinCo Group pursuant to this Agreement or any Ancillary Agreement, including any obligations and Liabilities of any member of the SpinCo Group under this Agreement or any Ancillary Agreement;

(ii) Inventor Remuneration Liabilities. any and all Liabilities arising out of Inventor Remuneration to the extent related to (A) the Intellectual Property constituting a SpinCo Asset (other than any discrete and reasonably identifiable part thereof solely attributable to the use or sublicense of such Intellectual Property by any member of the RemainCo Group as Licensee (as such term is defined in the IP Matters Agreement) under the IP Matters Agreement) or (B) the discrete and reasonably identifiable part of the Intellectual Property constituting a RemainCo Asset solely attributable to the use or sublicense of such Intellectual Property by any member of the SpinCo Group as Licensee (as such term is defined in the IP Matters Agreement) under the IP Matters Agreement;

(iii) Separation Disclosure and Financing Related Liabilities. (A) the Applicable SpinCo Percentage of any and all Separation Disclosure Related Liabilities and (B) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from the SpinCo Financing Arrangements; provided that the foregoing clause (B) shall not include any Separation Disclosure Related Liabilities;

(iv) Transaction Expenses. (A) the SpinCo Expense Percentage as set forth in Schedule 1.1(252)(iv) of any and all Shared Transaction Expenses, except as otherwise provided in this Agreement or any Ancillary Agreement, and (B) any and all SpinCo Specified Transaction Expenses;

(v) Scheduled Liabilities. any and all Liabilities set forth on Schedule 1.1(252)(v);

(vi) Specified Contract Liabilities. any and all Liabilities (other than Corporate Trade Payables) primarily related to, arising out of or resulting from the SpinCo Specified Corporate Contracts;

(vii) Service Provider Liabilities. any and all Liabilities relating to, arising out of or resulting from any services provided or being provided to, on behalf of or for the benefit of the SpinCo Group, regardless of whether a member of the RemainCo Group or SpinCo Group, or their respective personnel, procured or provided or is procuring or providing such services, including, for the avoidance of doubt, (A) any services provided in connection with the audit, preparation, printing, filing, delivery and/or public dissemination of any financial statements of the SpinCo Group and (B) those services set forth on Schedule 1.1(252)(vii) (provided that any such services being provided pursuant to a Transition Services Agreement or another Ancillary Agreement shall be governed thereby);

(viii) Indebtedness Liabilities. any and all Liabilities for Indebtedness of the type described in clauses (a), (d) and (g) (but in case of clause (g) solely with respect to clauses (a) and (d)) of the definition of "Indebtedness" of RemainCo or any of its Subsidiaries that was incurred by any member of the SpinCo Group (and any such Indebtedness guaranteed by any of RemainCo's Subsidiaries that is a member of the SpinCo Group), including those set forth on Schedule 1.1(252)(viii);

(ix) DWDP Liabilities. any and all DWDP SpinCo Liabilities;

(x) Discontinued Business Liabilities. (A) any and all Liabilities Related to the SpinCo Discontinued Businesses and (B) the Applicable SpinCo Percentage of any and all Shared Discontinued Business Liabilities;

(xi) Environmental Liabilities. any and all SpinCo Environmental Liabilities;

(xii) Specified Third Party Liabilities. the Applicable SpinCo Percentage of any and all Specified Third Party Liabilities;

(xiii) Not Specified Liabilities. unless constituting a Specified RemainCo Liability or a Specified SpinCo Liability:

(a) Accounts Payable. (I) any and all Corporate Trade Payables to the extent related (other than in de minimis respects) to the SpinCo Business (provided, however, that any such

Corporate Trade Payable represented by an invoice of less than $500,000 shall not constitute SpinCo Liabilities pursuant to this clause (I) if the Corporate Trade Payable represented by such invoice is Related to the RemainCo Business), (II) any and all Corporate Trade Payables represented by an invoice of less than $500,000 if the Corporate Trade Payable represented by such invoice is Related to the SpinCo Business and (III) any and all Corporate Trade Payables of SpinCo or any of its Subsidiaries as of immediately prior to the Effective Time, which are represented by an invoice of less than $500,000 and are not Related to either Business; and

(b) Other Shared Liabilities. the Applicable SpinCo Percentage of any and all Other Shared Liabilities;

(xiv) Other Primarily Related Liabilities. if and to the extent not addressed by the Liabilities described in clauses (i) through (xiii) of this definition or in clauses (i) through (xiii) of the definition of "RemainCo Liabilities", any and all Liabilities Related to the SpinCo Business or the SpinCo Discontinued Businesses, including in the following categories:

(a) Litigation Related Liabilities. any and all Liabilities related to, arising out of or resulting from any Action Related to the SpinCo Business or the SpinCo Discontinued Businesses, including such Actions listed on Schedule 1.1(252)(xiv)(a);

(b) Contract Related Liabilities. any and all Liabilities Related to any of the SpinCo Contracts; and

(c) Asset Related Liabilities. any and all Liabilities Related to any of the SpinCo Assets.

(xv) Unrelated Liabilities. if and to the extent not addressed by the Liabilities described in clauses (i) through (xiv) of this definition or in clauses (i) through (xiv) of the definition of "RemainCo Liabilities", any and all Liabilities of SpinCo or any of its Subsidiaries as constituted immediately prior to the Effective Time, which are not Related to either Business.

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of "RemainCo Liabilities", such inconsistency shall be resolved using the following order of precedence:

(a) any DWDP SpinCo Liability constitutes a SpinCo Liability;

(b) any Specified SpinCo Liability listed on Schedules 1.1(246)(i) (SpinCo *Environmental Liabilities*), 1.1(252)(v) (*Scheduled Liabilities*), 1.1(252)(vii) (*Service Provider Liabilities*) and 1.1(252)(viii) (*Indebtedness Liabilities*) constitutes a SpinCo Liability; and

(c) any Liability listed on Schedule 1.1(252)(xiv)(a) (*Litigation Related Liabilities*) shall give rise to a rebuttable presumption in favor of RemainCo that such Liability relates to the SpinCo Business and/or SpinCo Assets.

In addition, the Allocation provided for in this definition of "SpinCo Liabilities" is not intended to affect or impact the share of any such Liability attributable to third parties.

(253) "SpinCo Non-Compete Acquirers" shall have the meaning set forth in Section 5.6(f).

(254) "SpinCo Non-Compete Target" shall have the meaning set forth in Section 5.6(e)(i).

(255) "SpinCo Prohibited Activities" shall have the meaning set forth in Section 5.6(d).

(256) "SpinCo Real Property" shall have the meaning set forth in the definition of "SpinCo Assets".

(257) "SpinCo Shared Contracts" shall mean any and all Shared Contracts that are Related to the SpinCo Business, including those set forth on Schedule 1.1(257), but excluding any SpinCo Specified Corporate Contract or any RemainCo Specified Corporate Contract.

(258) "SpinCo Specified Corporate Contracts" shall have the meaning set forth in the definition of "SpinCo Contracts".

(259) "SpinCo Specified Leased Real Property" shall have the meaning set forth in the definition of "SpinCo Assets".

(260) "SpinCo Specified Leases" shall have the meaning set forth in the definition of "SpinCo Assets".

(261) "SpinCo Specified Owned Real Property" shall have the meaning set forth in the definition of "SpinCo Assets".

(262) "SpinCo Specified Permitted Activities" shall mean the matters set forth on Schedule 1.1(262).

(263) "SpinCo Specified Prior Transaction Agreements" shall mean the Prior Transaction Agreements set forth on Schedule 1.1(263).

(264) "SpinCo Specified Transaction Expenses" shall mean those costs, premiums, fees and expenses set forth on Schedule 1.1(264), regardless of whether paid as of the Effective Time.

(265) "SpinCo Vested Prior Transaction Rights" shall mean any and all rights of any member of the SpinCo Group as a third-party beneficiary under the Prior Transaction Agreements, including pursuant to its status as an indemnitee under any such Prior Transaction Agreements.

(266) "Steps Plan" shall mean the steps plan set forth on Exhibit A hereto, as updated from time to time by RemainCo in its sole discretion prior to the Effective Time.

(267) "Subsidiary" shall mean with respect to any Person (a) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (b) any other partnership, joint venture association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity or otherwise has control over such entity (*e.g.*, as the managing partner of a partnership); provided that (i) any Person set forth on Schedule 1.1(267)(i) shall be deemed to be a Subsidiary of RemainCo and (ii) any Person set forth on Schedule 1.1(267)(ii) shall be deemed to be a Subsidiary of SpinCo.

(268) "Tax" or "Taxes" shall have the meaning set forth in the Tax Matters Agreement.

(269) "Tax Contest" shall have the meaning set forth in the Tax Matters Agreement.

(270) "Tax Matters Agreement" shall mean the Tax Matters Agreement, to be entered into prior to the Effective Time, by and between the RemainCo and SpinCo.

(271) "Tax Records" shall have the meaning set forth in the Tax Matters Agreement.

(272) "Tax Return" shall have the meaning set forth in the Tax Matters Agreement.

(273) "Taxing Authority" shall have the meaning set forth in the Tax Matters Agreement.

(274) "Third Party Claim" shall have the meaning set forth in Section 8.4(a).

(275) "Third Party Proceeds" shall have the meaning set forth in Section 8.8(a).

(276) "Third Party Real Property Liabilities" shall mean (A) any and all Environmental Liabilities of any member of the RemainCo Group or the SpinCo Group to the extent relating to, arising out of or resulting from any Shared Third Party Real Property and (B) any and all Off-Site Environmental Liabilities of any member of the RemainCo Group or the SpinCo Group to the extent relating to, arising out of or resulting from the operations and activities at a Shared Third Party Real Property, in the case of each of the foregoing clauses (A) and (B), that is related to or arising out of occurrences prior to the Effective Time.

(277) "Trademarks" shall mean trademarks, certification marks, service marks, trade names, domain names, favicons, social media addresses, service names, trade dress and logos, including all goodwill associated therewith, in each case whether or not registered, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

(278) "Transactions" shall mean the Internal Reorganization, the SpinCo Financing Arrangements, the SpinCo Contribution, the SpinCo Issuance, the SpinCo Cash Distribution, the EIDP Distribution and the Distribution.

(279) "Transfer" shall have the meaning set forth in Section 2.2(b)(i) and the term "Transferred" shall have its correlative meaning.

(280) "Transfer Taxes" shall have the meaning set forth in the Tax Matters Agreement..

(281) "Transferred Industrial Real Property" shall have the meaning set forth in Section 2.7(b).

(282) "Transition Services Agreements" shall mean those certain Transition Services Agreements, to be entered into prior to the Effective Time, by and between (a) RemainCo, as provider, and SpinCo, as recipient, and (b) RemainCo, as recipient, and SpinCo, as provider.

(283) "UK GDPR" shall have the meaning set forth in the definition of "Data Protection Laws".

(284) "Umbrella Secrecy Agreement" shall mean that certain Umbrella Secrecy Agreement, to be entered into prior to the Effective Time, by and among RemainCo, SpinCo and the other signatories thereto.

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) references to this Agreement and 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 (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) 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; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) 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; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) 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; (n) 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; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (p) 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 "SpinCo" shall also be deemed to refer to the applicable member of the SpinCo Group, references to "RemainCo" shall also be deemed to refer to the applicable member of the RemainCo 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 SpinCo or RemainCo shall be deemed to require SpinCo or RemainCo, as the case may be, to cause the applicable members of the SpinCo Group or the RemainCo Group, respectively, to take, or refrain from taking, any such action.

ARTICLE II

THE SEPARATION

Section 2.1 General. Subject to the terms and conditions of this Agreement, each Party shall use, and shall cause the other members of its Group and its respective then-Affiliates to use, their respective reasonable best efforts to consummate the Transactions, a portion of which have already been implemented prior to the date hereof.

Section 2.2 Internal Reorganization; Transfer of Assets; Allocation of Liabilities.

(a) Internal Reorganization. Prior to the Effective Time, each Party shall, and shall cause the other members of its Group to, complete the Internal Reorganization, including by taking the actions referred to in Section 2.2(b) and Section 2.2(c).

(b) Transfer of Assets. Prior to the Effective Time and, in each case, pursuant to the Conveyancing and Allocation Instruments and the Internal Reorganization:

(i) Subject to Section 2.2(e) and Section 2.5, RemainCo shall, and shall cause other members of its Group to, as applicable, transfer, contribute, assign and/or convey ("Transfer") to SpinCo or another member of the SpinCo Group all of its and the other members of its Group's right, title and interest in and to the SpinCo Assets, and the applicable member(s) of the SpinCo Group shall accept from RemainCo and the applicable members of the RemainCo Group, all of RemainCo's and the other members of the RemainCo Group's respective direct or indirect rights, title and interest in and to the SpinCo Assets; and

(ii) Subject to Section 2.2(e) and Section 2.5, SpinCo shall, and shall cause other members of its Group to, as applicable, Transfer to RemainCo or another member of the RemainCo Group all of its and the other members of its Group's right, title and interest in and to the RemainCo Assets, and the applicable member(s) of the RemainCo Group shall accept from SpinCo and the applicable members of the SpinCo Group, all of SpinCo's and the other members of the SpinCo Group's respective direct or indirect rights, title and interest in and to the RemainCo Assets.

(c) Allocation of Liabilities. Prior to the Effective Time and, in each case, pursuant to the Conveyancing and Allocation Instruments and the Internal Reorganization:

(i) Subject to Section 2.2(e) and Section 2.5, RemainCo, or a member of the RemainCo Group, shall be Allocated all of the RemainCo Liabilities; and

(ii) Subject to Section 2.2(e) and Section 2.5, SpinCo, or a member of the SpinCo Group, shall be Allocated all of the SpinCo Liabilities.

For avoidance of doubt, any Allocation of Liabilities pursuant to this Agreement relating to, arising under or resulting from the Prior Transaction Agreements shall not be construed as, or be deemed to be providing any Person who is not a member of the RemainCo Group or the SpinCo Group with a right or claim against any member of the RemainCo Group or the SpinCo Group in respect of any such Liability (or other Liability underlying or related to such Liability).

(d) Treatment of Shared Contracts. Without limiting the generality of the obligations set forth in Section 2.2(b):

(i) Unless the Parties otherwise agree or the benefits of a Shared Contract are expressly conveyed to the applicable Party (or member of its Group) pursuant to an Ancillary Agreement, (A) any Contract that is a Shared Contract shall be assigned in part to the applicable member(s) of the applicable Group, if so assignable, or appropriately amended, bifurcated, replicated or otherwise modified prior to, at or after the Effective Time, so that each Party or the members of their respective Groups as of the Effective Time shall be entitled to the rights and benefits, and shall be Allocated the related portion of any Liabilities, inuring to their respective Businesses (each, a "Partial Assignment"); provided, however, that (x) in no event shall any member of either Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract (including any Policy) which is not assignable (or cannot be amended or otherwise modified) by its terms (including any terms imposing Consents or conditions on an assignment where such Consents or conditions have not been obtained or fulfilled) (including those set forth on Schedule 2.2(d)) or under applicable Law and (y) if any Shared Contract cannot be so partially assigned by its terms or otherwise, cannot be amended, bifurcated, replicated or otherwise modified, or if such assignment or amendment, bifurcation, replication or modification would impair the benefit the parties thereto derived from such Shared Contract, the Parties shall, and shall cause each of their respective Subsidiaries to, take such other reasonable and permissible actions to cause a member of the RemainCo Group or the SpinCo Group, as the case may be, to, in each case, (I) receive the benefit of that portion of each Shared Contract that relates to the SpinCo Business or the RemainCo Business, as the case may be (in each case, to the extent so related) as if such Shared Contract had been assigned to (or amended or otherwise modified for the benefit of) a member of the applicable Group pursuant to this Section 2.2(d) (including enforcing on the applicable Group's behalf any and all of such Group's rights against such third party under such Shared Contract solely to the extent related to the applicable Group's respective Business (or applicable portion thereof)), (II) bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement) as if such Liabilities had been Allocated to a member of the applicable Group pursuant to this Section 2.2(d), including expenses related to enforcing rights under such Shared Contract against the third party counterparty thereto solely to the extent related to the applicable Group's respective Business (or applicable portion thereof) and (III) indemnify the other Group against all Indemnifiable Losses to the extent arising out of any actions (or omissions to act) taken by such other Group with respect to such Shared Contract at the direction of such first Party (except to the extent arising out of or related to gross negligence, fraud or willful misconduct by such other Group) (for the avoidance of doubt, in the event that any rights in connection with a Force Majeure Event or similar event are exercised under a Shared Contract, the benefits and burdens with respect to such Shared Contract (as modified by such Force Majeure Event or similar event) shall, if reasonably practicable, be shared proportionally or, if not reasonably practicable, in such other manner as would be most equitable, among the Groups related to such Contract (or in any other manner as may be agreed in good faith and in writing by the relevant Parties whose Group is related to such contract), in each case, to the extent so related to the SpinCo Business or the RemainCo Business) and (B) to the extent that the Parties cannot effect a Partial Assignment in accordance with this Section 2.2(d), or cannot implement the arrangements set forth in clause (A) within one hundred and eighty (180) days of the Distribution Date, RemainCo and SpinCo shall use commercially reasonable efforts to, if requested by the other Party, seek mutually acceptable alternative arrangements (including subcontracting, sublicensing, subleasing or back-to-back agreement) for the purpose of allocating rights, liabilities and obligations to each Group under such Shared Contract reflecting the principles set forth in clause (A) of this provision (an "Acceptable Alternative Arrangement").

(ii) Each Party shall, and shall cause the other members of its Group to, use its commercially reasonable efforts to obtain the required Consents to complete a Partial Assignment of any Shared Contract as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Partial Assignment of any Shared Contract or Acceptable Alternative Arrangement shall be completed if it would violate any applicable Law or the rights of any third party to such Shared Contract.

(iii) To the extent permitted by applicable Law, each of RemainCo and SpinCo shall, and shall cause the members of its Group to, (A) treat for all Tax purposes the portion of each Shared Contract inuring to its respective Businesses as Assets owned by, and/or Liabilities of, as applicable, such Party or the

members of such Party's Group, as applicable, not later than the Effective Time and (B) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment, except to the extent otherwise required by applicable Law.

(iv) With respect to Liabilities pursuant to, under or relating to a Shared Contract to the extent relating to occurrences from and after the Effective Time, such Liabilities shall, unless otherwise Allocated pursuant to this Agreement or any Ancillary Agreement, be Allocated among RemainCo and SpinCo as follows:

(A) If such Liability is incurred (x) exclusively in respect of the SpinCo Business, such Liability shall be Allocated to SpinCo or the applicable member of its Group, or (y) exclusively in respect of the RemainCo Business, such Liability shall be Allocated to RemainCo or the applicable member of its Group;

(B) If such Liability cannot be so Allocated under clause (A) above, such Liability shall be Allocated to RemainCo or SpinCo, as the case may be, based on the relative proportions of total benefit received (over the term of the Shared Contract remaining as of the date of the Effective Time) by the SpinCo Business or the RemainCo Business, respectively, under the relevant Shared Contract after the Effective Time; and

(C) Notwithstanding the foregoing in clauses (A) and (B) above, each of SpinCo or RemainCo shall be responsible for any and all such Liabilities to the extent arising from its (or its Subsidiary's) breach of the relevant Shared Contract after the Effective Time.

(v) None of RemainCo, SpinCo, any of the members of their respective Groups or any of their respective Affiliates shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party to (x) obtain any new Contract or Partial Assignment with respect to any Shared Contract, as the case may be, or (y) obtain any Consent necessary to enter into an Acceptable Alternative Arrangement; provided, however, any Party to which the benefit of a new Contract, Partial Assignment or Acceptable Alternative Arrangement would inure pursuant to this Section 2.2(d) may request that the Party that is Allocated such Shared Contract as a SpinCo Asset or RemainCo Asset commence litigation, which request shall be considered in good faith by such Party; provided, further, that such Party's good faith determination not to commence litigation shall not in and of itself constitute a breach of this Section 2.2(d)(v), but the foregoing shall not preclude consideration of a Party's good faith for purposes of determining compliance with this Section 2.2(d)(v).

(vi) From and after the Effective Time, the Party to whose Group a Shared Contract has been Allocated shall not (and shall cause the other members of its Group not to), without the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), (x) waive any rights under such Shared Contract to the extent related to the Business, Assets or Liabilities of such other Party, (y) terminate (or consent to be terminated by the counterparty) such Shared Contract except in connection with (A) the expiration of such Shared Contract in accordance with its terms (it being understood, for the avoidance of doubt, that sending a notice of non-renewal to the counterparty to such Shared Contract in accordance with the terms of such Shared Contract is expressly permitted) or (B) a partial termination of such Shared Contract that would not reasonably be expected to impact any rights under such Shared Contract related to the Business, Assets or Liabilities of such other Party or any of its Subsidiaries or (z) amend, modify or supplement such Shared Contract in a manner material (relative to the existing rights and obligations related to such other Party's Business, Assets or Liabilities under such Shared Contract) and adverse to the Business, Assets or Liabilities of such other Party or any of its Subsidiaries. From and after the Effective Time, if a member of a Group (the "Notice Recipient") receives from a counterparty to a Shared Contract a formal notice of breach of such Shared Contract that would reasonably be expected to impact the other Group, the Notice Recipient shall provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5) Business Days following receipt of such notice) and the Parties shall consult with respect to the actions proposed to be taken regarding the alleged breach. If a member of a Group (the "Notifying Party") sends to a counterparty to a Shared Contract a formal notice of breach of such Shared Contract that would reasonably be expected to impact the other Group, the Notifying Party shall provide written notice to the other Party as soon as reasonably practicable (and in any event no less than five (5) Business Days prior to sending such notice of breach to the counterparty), and the Parties shall consult

with each other regarding such alleged breach. From and after the Effective Time, no Party shall (and shall cause the other members of its Group not to) breach any Shared Contract to the extent such breach would reasonably be expected to result in a loss of rights, or acceleration of obligations, of any member of the other Party's Group (or related to its Business, Assets or Liabilities under such Shared Contract) pursuant to (I) such Shared Contract, (II) any Partial Assignment related to such Shared Contract or (III) any other Contract with the counterparty to such Shared Contract (or any of its Affiliates) in existence at the Effective Time that contains cross-default or similar provisions related to such Shared Contract.

(e) Consents. Notwithstanding anything herein to the contrary, no Contract, Permit or other Asset shall be transferred if it would violate applicable Law or, in the case of any Contract or Permit, the rights of any third party to such Contract or Permit; provided that Section 2.2(d), to the extent provided therein, shall apply thereto.

(f) Prior Transfers and Allocations. Each Party understands and agrees on behalf of itself and each member of its Group that certain of the Transfers referenced in Section 2.2(b) or Allocations referenced in Section 2.2(c) have heretofore occurred and, as a result, no additional Transfers or Allocations by any member of the RemainCo Group or SpinCo Group, as applicable, shall be deemed to occur upon the execution of this Agreement with respect thereto. To the extent that a member of the RemainCo Group or the SpinCo Group, as applicable, owns a RemainCo Asset or SpinCo Asset, respectively, immediately prior to the Effective Time, there shall be no need for such member to Transfer such Asset in connection with the operation of Section 2.2(b). Moreover, to the extent that a member of the RemainCo Group or the SpinCo Group, as applicable, is liable for any RemainCo Liability or SpinCo Liability, respectively, immediately prior to the Effective Time, there shall be no need for such member to be Allocated such Liability in connection with the operation of Section 2.2(c).

Section 2.3 Intergroup Accounts. Except as set forth in Section 8.1(b), any and all intercompany receivables, payables, loans and balances (other than (x) as specifically provided for under this Agreement, under any Ancillary Agreement or under any Continuing Arrangement or (y) as otherwise set forth on Schedule 2.3 (the matters set forth on Schedule 2.3, the "Other Surviving Intergroup Accounts")) between any member of the RemainCo Group, on the one hand, and any member of the SpinCo Group, on the other hand, which exist as of immediately prior to the Effective Time (the "Intergroup Accounts"), shall, prior to the Effective Time, be satisfied and/or settled in full by means of a cash payment, dividend, capital contribution, a combination of the foregoing, or otherwise canceled and terminated or extinguished, and, if not settled prior to such time, shall be deemed terminated and released at such time. For the avoidance of doubt, the Other Surviving Intergroup Accounts (a) shall be an obligation of the relevant Party (or the relevant member of such Party's Group), each responsible for fulfilling its (or a member of such Party's Group's) obligations in accordance with the terms and conditions applicable to such obligation or if such terms and conditions are not set forth in writing, such obligation shall be satisfied within the payment terms set forth therefor on Schedule 2.3 or thirty (30) days of a written request by the beneficiary of such obligation given to the corresponding obligor thereunder, and (b) shall be for each relevant Party (or the relevant member of such Party's Group) an obligation to a third party and shall no longer be an intercompany account.

Section 2.4 Limitation of Liability; Intergroup Contracts.

(a) No Party shall have any Liability to the other Party in the event that any information exchanged or provided pursuant to this Agreement (but excluding any such information included in a Distribution Disclosure Document or Financing Disclosure Document) which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate.

(b) Except as set forth in Section 2.4(c), no Party or any other member of its Group shall be liable to the other Party or any other member of such other Party's Group based upon, arising out of or resulting from any Contract, arrangement, course of dealing or understanding existing at or prior to the Effective Time and each Party (on behalf of itself and each other member of its Group) hereby terminates any and all Contracts, arrangements, courses of dealing and understandings between or among it or any of its other Group members, on the one hand, and the other Party or any of its Group members, on the other hand, effective as of the Effective Time. No such terminated Contract, arrangement, course of dealing or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Effective Time. Each Party shall, and shall cause the other members of its Group to, execute and deliver such agreements, instruments and other papers as may be required to

terminate any such Contract, arrangement, course of dealing or understanding pursuant to this Section 2.4(b) if so requested by the other Party.

(c) The provisions of Section 2.4(b) shall not apply to any of the following Contracts, arrangements, courses of dealing or understandings (or to any of the provisions thereof): (x) this Agreement, the Ancillary Agreements, the Continuing Arrangements, the Other Surviving Intergroup Accounts, the Conveyancing and Allocation Instruments and such Contracts, arrangements, courses of dealing or understandings with respect to goods in transit for which title has not transferred to the RemainCo Group (if in respect of assets that would otherwise be RemainCo Assets) or the SpinCo Group (if in respect of assets that would otherwise be SpinCo Assets) as of the Effective Time) and (y) any Contracts, arrangements, courses of dealing or understandings to which any Person other than the Parties and their respective Affiliates is a party (it being understood, in case of this clause (y), that (A) to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such Contracts, arrangements, courses of dealing or understandings constitute SpinCo Assets, SpinCo Liabilities, RemainCo Assets or RemainCo Liabilities, such Contracts, arrangements, courses of dealing or understandings shall be Transferred or Allocated pursuant to this Article II and (B) the obligations of any member of a Group to any member of the other Group shall be deemed terminated as of the Effective Time with no further liability to any member of such other Group as a result thereof (except to the extent otherwise provided in this Agreement).

(d) If any Contract, arrangement, course of dealing or understanding is terminated pursuant to Section 2.4(b), and, but for the mistake or oversight of any Party, would have been listed as continuing and is reasonably necessary for such affected Party to be able to continue to operate its Business in substantially the same manner in which such Businesses were operated prior to the Effective Time, then, at the request of such affected Party made within fifteen (15) months following the Effective Time, the Parties shall negotiate in good faith to determine whether and to what extent (including the terms and conditions relating thereto), if any, notwithstanding such termination, such Contract, arrangement, course of dealing or understanding should continue, or, as appropriate, be re-instated, following the Effective Time; provided, however, that any Party may determine, in its sole discretion, not to re-instate or otherwise continue any such Contract, arrangement, course of dealing or understanding.

Section 2.5 Transfers Not Effected at or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time.

(a) To the extent that any Transfers or Allocations contemplated by this Article II, including the Transfers of the Specified Delayed RemainCo Assets and the Specified Delayed SpinCo Assets, shall not have been consummated at or prior to the Effective Time, from and after the Effective Time, (i) the Parties shall comply with the obligations set forth in Sections 5.4 and 5.5, (ii) the Party (or relevant member of its Group) Allocated such Asset shall thereafter hold (or shall cause such member of its Group to hold) such Asset in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and (iii) the Party intended to be Allocated such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the Party Allocated such Liability for all amounts paid or incurred in connection with the retention of such Liability. To the extent the foregoing applies to any Contracts (other than Shared Contracts, which shall be governed solely by Section 2.2(d)) to be assigned for which any necessary Consents are not received prior to the Effective Time, the treatment of such Contracts shall, for the avoidance of doubt, also be subject to Section 2.9 and Section 2.10, to the extent applicable. In addition, the Party Allocated such Asset or Liability (or relevant member of its Group) shall (or shall cause such member of its Group to) treat, insofar as reasonably possible and to the extent permitted by applicable Law, such Asset or Liability in the ordinary course of business and take such other actions as may be reasonably requested by the Party to which such Asset is to be Transferred or by the Party Allocated such Liability in order to place such Party, insofar as reasonably possible and to the extent permitted by applicable Law, in the same position as if such Asset or Liability had been Transferred or Allocated as contemplated hereby and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for income and gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Effective Time to the relevant member or members of the RemainCo Group or SpinCo Group entitled to the receipt of such Asset or required to be Allocated such Liability. In furtherance of the foregoing, each Party agrees (on behalf of itself and each other member of its Group) that, as of the Effective Time, subject to Section 2.2(c) and Section 2.9(b), each Party and/or each member of its Group shall (A) be deemed to have acquired complete and sole beneficial ownership over all of the Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have been Allocated in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which

such Party is entitled to acquire or required to Allocate pursuant to the terms of this Agreement and (B)(I) enforce at the other Party's (or relevant member of its Group's) request, or allow the other Party's Group to enforce in a commercially reasonable manner, any rights of the Party or its Group under such Assets and Liabilities against any other Persons, (II) not waive any rights related to such Assets or Liabilities to the extent related to the Business, Assets or Liabilities of the other Party's Group, (III) not terminate (or consent to be terminated by the counterparty) any Contract that constitutes such Asset except in connection with the expiration of such Contract in accordance with its terms, (IV) not amend, modify or supplement any Contract that constitutes such Asset and (V) provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5) Business Days following receipt) after receipt of any formal notice of breach received from a counterparty to any Contract that constitutes such Asset, or as otherwise reasonably necessary to permit the other Party to have sufficient time to exercise any express right to cure under such Contract; provided that the costs and expenses incurred by the responding Party or its Group in respect of any request by the other Party in respect of such Assets or Liabilities shall be borne solely by the requesting Party or its Group.

(b) If and when the Consents and/or conditions, the absence, non-satisfaction, existence or potential violation of which caused the deferral of Transfer of any Asset or deferral of the Allocation of any Liability pursuant to Section 2.5(a), are obtained or satisfied, the Transfer, assignment, Allocation or novation of the applicable Asset or Liability shall be effected as promptly as reasonably practicable without further consideration in accordance with and subject to the terms of this Agreement (including Sections 2.2 and 2.5) and/or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any undue or otherwise unreasonable cost on any Party, be deemed to have become effective as of the Effective Time.

(c) The Party (or relevant member of its Group) Allocated any Asset or Liability due to the deferral of the Transfer of such Asset or the deferral of the Allocation of such Liability pursuant to Section 2.5(a) or otherwise shall (i) not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced, assumed, or agreed (in writing) in advance to be reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability, other than reasonable attorneys' fees and recording or similar or other incidental fees, all of which shall be promptly reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability and (ii) be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such Allocated Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such Allocated Asset or Liability, as the case may be. Except as otherwise expressly provided herein, none of RemainCo or SpinCo or any of their respective Affiliates shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party with respect to any Assets or Liabilities not Transferred as of the Effective Time; provided, however, that any Party to which such Asset or Liability has not been Transferred or Allocated, respectively, due to the deferral of the Transfer of such Asset or the deferral of the Allocation of such Liability, may request that the Party Allocated such Asset or Liability commence litigation, which request shall be considered in good faith by the Party Allocated such Asset or Liability; provided, further, that a Party's good faith determination not to commence litigation shall not in and of itself constitute a breach of this Section 2.5(c), but the foregoing shall not preclude consideration of a Party's good faith for purposes of determining compliance with this Section 2.5(c).

(d) Notwithstanding anything else set forth in this Section 2.5 to the contrary, (i) neither RemainCo nor any of its Subsidiaries shall be required by this Section 2.5 to take any action that may, in the good faith judgment of RemainCo, (x) result in a violation of any obligation which RemainCo or any such Subsidiary has to any third party or (y) violate applicable Law and (ii) neither SpinCo nor any of its Subsidiaries shall be required by this Section 2.5 to take any action that may, in the good faith judgment of SpinCo, (x) result in a violation of any obligation which SpinCo or any such Subsidiary has to any third party or (y) violate applicable Law.

(e) The failure to obtain a Consent shall not in and of itself constitute a breach of this Agreement; provided that the foregoing shall not preclude consideration of a Party's efforts in pursuing such Consent for purposes of determining compliance with this Section 2.5.

(f) To the extent permitted by applicable Law, with respect to Assets and Liabilities described in Section 2.5(a), each of RemainCo and SpinCo shall, and shall cause the members of its Group to, (i) treat for all Tax purposes (A) the deferred Assets as assets having been Transferred to and owned by the Party entitled to such

Assets as of the Effective Time and (B) the deferred Liabilities as liabilities having been Allocated to and owned by the Person intended to be subject to such Liabilities as of the Effective Time and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment, except to the extent otherwise required by applicable Law.

Section 2.6 Wrong Pockets; Mail & Other Communications; Payments.

(a) Subject to Section 2.5 and Section 2.2(d), (i) if at any time within twenty-four (24) months after the Effective Time (other than with respect to Specified Delayed SpinCo Assets, in respect of which this covenant shall survive until twenty-four (24) months after the date specified for such Specified Delayed SpinCo Asset as set forth in Schedule 1.1(237)(xi)), any Party discovers that any SpinCo Asset is held by any member of the RemainCo Group or any of its respective then-Affiliates, RemainCo shall, and shall cause the other members of its Group and its and their then-Affiliates to, use its reasonable best efforts to promptly procure the Transfer (including by executing and delivering all documents necessary to reflect the Transfer) of the relevant SpinCo Asset to SpinCo or an Affiliate of SpinCo designated by SpinCo for no additional consideration; or (ii) if at any time within twenty-four (24) months after the Effective Time (other than with respect to Specified Delayed RemainCo Assets, in respect of which this covenant shall survive until twenty-four (24) months after the date specified for such Specified Delayed RemainCo Asset as set forth in Schedule 1.1(180)(x)), any Party discovers that any RemainCo Asset is held by any member of the SpinCo Group or any of its then-Affiliates, SpinCo shall, and shall cause the other members of its Group and its and their respective then-Affiliates to, use its reasonable best efforts to promptly procure the Transfer (including by executing and delivering all documents necessary to reflect the Transfer) of the relevant RemainCo Asset to RemainCo or an Affiliate of RemainCo designated by RemainCo for no additional consideration; provided that, in the case of clause (i), neither RemainCo nor any of its Affiliates or, in the case of clause (ii), neither SpinCo nor any of its Affiliates, shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party. If reasonably practicable and permitted under applicable Law, such Transfer may be effected by rescission of the applicable portion of a Conveyancing and Allocation Instrument as may be agreed in writing by the Parties.

(b) On and prior to the twenty-four (24) month anniversary following the Effective Time, if either Party or any member of its Group or (or any of its or their respective then-Affiliates) owns any Asset, that, although not Transferred pursuant to this Agreement, is agreed in writing by such Party and the other Party in their good faith judgment to be an Asset that more properly belongs to such other Party or a member of its Group, or is an Asset that such other Party or a member of its Group was intended to have the right to continue to use (other than (for the avoidance of doubt) any Asset acquired from an unaffiliated third party by a Party or member of such Party's Group following the Effective Time), then the Party or a member of its Group (or applicable then-Affiliate) owning such Asset shall, as applicable, (i) Transfer any such Asset to the Party or a member of its Group identified as the appropriate transferee and following such Transfer, such Asset shall be a SpinCo Asset or RemainCo Asset, as the case may be, or (ii) grant such mutually agreeable rights with respect to such Asset to permit such continued use, subject to, and consistent with, this Agreement, including with respect to the Allocation of associated Liabilities. If reasonably practicable and permitted under applicable law, such Transfer may be effected by rescission of the applicable portion of a Conveyancing and Allocation Instrument as may be agreed in writing by the relevant Parties.

(c) After the Effective Time, each Party (or any member of its Group and any of its or their respective then-Affiliates) may receive mail, packages and other communications properly belonging to the other Party (or any member of its Group). Accordingly, at all times after the Effective Time, each Party (or any member of its Group and any of its or their respective then-Affiliates) is hereby authorized to receive and, to the extent reasonably necessary to identify the proper recipient in accordance with this Section 2.6(c), open all mail, packages and other communications received by such Party (or member of its Group or its or their then-Affiliate) that belongs to such other Party (or member of such other Party's Group), and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall as promptly as reasonably practicable deliver or cause to be delivered such mail, packages or other communications (or, in case the same also relates to the business of the receiving Party, copies thereof) to such other Party as provided for in Section 12.5; provided that, if a Party (or any member of its Group and any of its or their respective then-Affiliates) receives any claim or demand against the other Party (or any member of such other Party's Group), or any notice or other communication regarding any Action involving the other Party (or any member of such other Party's Group), such Party shall, and shall cause the other members of its Group to, as promptly as practicable (and, in any event, use commercially reasonable efforts to do so within fifteen (15) days after

receipt thereof) notify such other Party (including such other Party's legal department) of the receipt of such claim, demand, notice or other communication, and shall promptly deliver such claim, demand, notice or other communication (or, in case the same also relates to the business of the receiving Party or the other Party, copies thereof) to such other Party; provided, however, that the failure to provide such notice shall not constitute a breach of this Section 2.6(c) except to the extent that any such Party shall have been actually prejudiced as a result of such failure. The provisions of this Section 2.6(c) are not intended to, and shall not, be deemed to constitute an authorization by any Party or any other member of either Group (or any of their respective Affiliates from time to time) to permit any member of the other Group to accept service of process on its behalf and no Party is or shall be deemed to be the agent of any member of the other Party's Group or any of their respective then-Affiliates for service of process purposes.

(d) After the Effective Time, the applicable member of the RemainCo Group or the SpinCo Group that is the legal owner or holder of any accounts or notes receivable shall be solely responsible for, and shall use commercially reasonable efforts to take all actions necessary for, the collection of any such accounts or notes receivable legally owned or held by the RemainCo Group or the SpinCo Group outstanding as of the Effective Time, except as otherwise agreed by the Parties in writing. The Group that is responsible for the collection of such accounts or notes receivable shall be entitled to deduct from such amount otherwise required by this Agreement to be paid or delivered to the other Group the pro rata share of documented and reasonable out-of-pocket costs (including attorneys' fees) incurred by such Group in connection with such collection (with such pro rata share to be based on the relative amounts collected on behalf of each Group from the applicable debtor).

(e) After the Effective Time, SpinCo shall, or shall cause the other members of its Group and its and any of its respective then-Affiliates to, promptly pay or deliver to RemainCo (or its designee; provided that such designee shall not result in any member of the SpinCo Group bearing additional Taxes) any monies or checks that have been received by SpinCo (or another member of its Group or its or its respective then-Affiliates) after the Effective Time to the extent they are (or represent the proceeds of) a RemainCo Asset (it being understood and agreed that any such amounts shall be paid and delivered on a monthly basis, in each case to the applicable members of the RemainCo Group; provided that if the aggregate amount not yet paid or delivered exceeds $100,000 before such monthly payment and delivery, such amount shall be paid and delivered to the applicable members of the RemainCo Group within seven (7) days).

(f) After the Effective Time, RemainCo shall, or shall cause the other members of its Group and its and any of its respective then-Affiliates to, promptly pay or deliver to SpinCo (or its designee; provided that such designee shall not result in any member of the RemainCo Group bearing additional Taxes) any monies or checks that have been received by RemainCo (or another member of its Group or its or its respective then-Affiliates) after the Effective Time to the extent they are (or represent the proceeds of) any SpinCo Asset (it being understood and agreed that any such amounts shall be paid and delivered on a monthly basis, in each case to the applicable members of the SpinCo Group; provided that if the aggregate amount not yet paid or delivered exceeds $100,000 before such monthly payment and delivery, such amount shall be paid and delivered to the applicable members of the SpinCo Group within seven (7) days).

Section 2.7 Conveyancing and Allocation Instruments.

(a) In connection with, and in furtherance of, the Transfers of Assets and the Allocation of Liabilities contemplated by this Agreement, the Parties shall execute or cause to be executed, at or prior to the Effective Time, by the appropriate entities, the Conveyancing and Allocation Instruments necessary to evidence the valid and effective Allocation to the applicable Party of the Liabilities Allocated to it and the valid and effective Transfer to the applicable Party or member of such Party's Group of all right, title and interest in and to its accepted Assets for Transfers to be effected pursuant to Delaware Law or the Laws of one of the other states of the United States or for Transfers of Assets and Allocation of Liabilities to be effected pursuant to non-U.S. Laws, in such form or forms as the Parties shall reasonably agree and in compliance with such non-U.S. Laws; provided that Section 8.4(f) shall apply to each Transfer of Assets and Allocation of Liabilities contemplated by this Agreement, and provided further, that all Conveyancing and Allocation Instruments pertaining to real property (or any portion thereof) that are customarily recorded, filed or registered with any local office, land records or Governmental Entity, shall be in the form required for such recordation, filing or registration, and the Parties shall arrange for such recordation, filing or registration to occur upon, or promptly following, the Effective Time.

(b) With respect to the Transfer, directly or indirectly, in connection with the Transactions, of any real property (or any portion thereof) that is, or at any time prior to the Effective Date has been, used for any Industrial Purpose, whether or not of record (the portion of such real property that is or has been used for an Industrial Purpose, the "Transferred Industrial Real Property"), the restrictions set forth on Exhibit B attached hereto (the "Industrial Real Property Restrictions") shall apply unless the transferee and transferor of such Transferred Industrial Real Property mutually and reasonably determine that one or more of the Industrial Real Property Restrictions should not apply to the Transferred Industrial Real Property, and would not be required under applicable law or otherwise, based on the facts and circumstances existing at the time. If any such mutual and reasonable determination is made, in furtherance of the foregoing, prior to the Effective Time, the transferor of any Transferred Industrial Real Property shall, as applicable, exclude or modify to be less stringent the relevant Industrial Real Property Restrictions from (or to be included in) the respective Conveyancing and Allocation Instrument. Unless and until any such Industrial Real Property Restrictions have been so excluded or modified in the applicable Conveyancing and Allocation Instrument, each Party shall, and shall cause the other members of its Group and its and their respective Affiliates to, comply with the Industrial Real Property Restrictions.

Section 2.8 Further Assurances.

(a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement and subject to the limitations expressly set forth in this Agreement, including Section 2.5, each of the Parties shall, and shall cause the other members of its Group to, cooperate with each other and use commercially reasonable efforts, on and after the Effective Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to consummate and make effective the Transactions.

(b) Without limiting the foregoing, on and after the Effective Time, each Party shall, and shall cause the other members of its Group to, cooperate with the other Party (or the relevant member of its Group), and without any further consideration, but at the expense (unless Allocated to the Group of the requested Party pursuant to the other terms of this Agreement) of the requesting Party (or the relevant member of its Group) (except as provided in Sections 2.2(d)(v) and 2.5(c)) from and after the Effective Time, to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of Transfer, and to make all filings with, and to obtain all Consents, any permit, license, Contract, indenture or other instrument (including any Consents), and to take all such other actions as such Party (or the relevant member of its Group) may reasonably be requested to take by the other Party (or the relevant member of its Group) from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the Transfers of the applicable Assets and the Allocation of the applicable Liabilities and the other transactions contemplated hereby. Without limiting the foregoing, each Party shall, and shall cause the other members of its Group to, at the reasonable request, cost and expense (unless Allocated to the Group of the requested Party (or other member of its Group) pursuant to the other terms of this Agreement) of the other Party, take such other actions as may be reasonably necessary to vest in such other Party (or other member of its Group) such title and such rights as possessed by the transferring Party (or its Group) to the Assets Transferred to such Party (or member of its Group) under this Agreement, free and clear of any Security Interest.

Section 2.9 Novation of Liabilities.

(a) Each Party, at the request of the other Party (such other Party, the "Other Party"), shall use commercially reasonable efforts to obtain, or to cause to be obtained, any Consent, release, substitution or amendment required to novate or assign to the fullest extent permitted by Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.2(d)), and other obligations or Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10), in each case for which a member of such Party's Group and a member of the Other Party's Group are jointly or severally liable and that do not constitute Liabilities of the Other Party as provided in this Agreement, or to obtain in writing the unconditional release of the Other Party to such arrangements (other than any member of the Group who was Allocated such Liability as set forth in this Agreement), so that, in any such case, the members of such Party's Group will be solely responsible for such Liabilities; provided, however, that no Party shall be obligated to pay any consideration therefor to any third party from whom any such Consent, substitution or amendment is requested (unless such Party is fully reimbursed by the requesting Party). For the purposes of complying with the terms set forth in this Section 2.9, not more than thirty (30)

Business Days after the end of each of the first six (6) fiscal quarters after the Effective Time, each of SpinCo and RemainCo shall deliver to the other Party a list of the Consents, releases, substitutions or amendments required to novate or assign to the fullest extent permitted by Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.2(d)), and other obligations or Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10) for which a member of such Party's Group and a member of the Other Party's Group are jointly or severally liable and that do not constitute Liabilities of the Other Party as provided in this Agreement, along with the status and anticipated timing for obtaining such Consents, releases, substitutions or amendments required.

(b) If the Parties are unable to obtain, or to cause to be obtained, any such required Consent, release, substitution or amendment, the applicable member of the Other Party's Group shall continue to be bound by such Contract or other obligation that does not constitute a Liability of the Other Party and, unless not permitted by Law or the terms thereof, as agent or subcontractor for such Party, the Party for whom such Contract or other obligation does constitute a Liability (the "Liable Party") shall, or shall cause a member of its Group to, directly pay, perform and discharge fully all the obligations or other Liabilities of the Other Party or other member of the Other Party's Group thereunder from and after the Effective Time. The Other Party shall, without further consideration, promptly pay and remit, or cause to be promptly paid or remitted, to the Liable Party or to another member of the Liable Party's Group, all money, rights and other consideration received by it or any other member of its Group in respect of such performance by the Liable Party (unless any such consideration is an Asset of the Other Party pursuant to this Agreement). If and when any such Consent, release, substitution or amendment shall be obtained or such agreement, lease or other rights or obligations shall otherwise become assignable or able to be novated, the Other Party shall promptly Transfer all rights, obligations and other Liabilities thereunder of any member of the Other Party's Group to the Liable Party, or to another member of the Liable Party's Group, without payment of any further consideration and the Liable Party, or another member of such Liable Party's Group, without the payment of any further consideration, shall be Allocated such rights and Liabilities. Each of the Parties shall, and shall cause their respective Subsidiaries to, take all actions and do all things reasonably necessary on its part, or such Subsidiaries' part, under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Section 2.9(b).

Section 2.10 Guarantees.

(a) (i) RemainCo shall, and shall cause the other members of its Group to, (with the reasonable cooperation of SpinCo) use commercially reasonable efforts to (A) cause a member of the RemainCo Group to be substituted in all respects for a member of the SpinCo Group with respect to, and/or (B) have all members of the SpinCo Group removed or released as guarantor of or obligor for, in each case of (A) and (B), any RemainCo Liability (including any credit agreement, guarantee, indemnity, surety bond, letter of credit, banker acceptance and letter of comfort given or obtained by any member of the SpinCo Group for the benefit of any member of the RemainCo Group) to the fullest extent permitted by applicable Law, including in respect of the guarantees set forth on Schedule 2.10(a)(i) and, with respect to the RemainCo Environmental Liabilities, on Schedule 5.5(b), and (ii) SpinCo shall, and shall cause the other members of its Group to, (with the reasonable cooperation of RemainCo) use commercially reasonable efforts to (A) cause a member of the SpinCo Group to be substituted in all respects for a member of the RemainCo Group with respect to, and/or (B) have all members of the RemainCo Group removed or released as guarantor of or obligor for, in each case of (A) and (B), any SpinCo Liability (including any credit agreement, guarantee, indemnity, surety bond, letter of credit, banker acceptance and letter of comfort given or obtained by any member of the RemainCo Group for the benefit of any member of the SpinCo Group) to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.10(a)(ii) and, with respect to the SpinCo Environmental Liabilities, on Schedule 5.5(b), in the case of each of clauses (i) and (ii), at or prior to the Effective Time or as soon as reasonably practicable thereafter. Except as otherwise provided in Section 2.10(b), no member of the SpinCo Group or RemainCo Group or any of their respective Affiliates from time to time shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party with respect to any such guarantees.

(b) At or prior to the Effective Time or as soon as reasonably practicable thereafter, to the extent required to obtain a release from a guaranty (a "Guaranty Release") (i) of any member of the RemainCo Group, SpinCo shall, and shall cause the other members of the SpinCo Group to, as applicable, execute a guaranty agreement in the form of the existing guaranty, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions which any member of the SpinCo Group (A) would be reasonably unable to comply with

or (B) would be reasonably expected to breach, and (ii) of any member of the SpinCo Group, RemainCo shall, and shall cause the other members of the RemainCo Group to, as applicable, execute a guaranty agreement in the form of the existing guaranty, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions which any member of the RemainCo Group (A) would be reasonably unable to comply with or (B) would be reasonably expected to breach.

(c) If either of RemainCo or SpinCo is unable to obtain, or to cause to be obtained, any such required substitution, removal or release as set forth in Section 2.10(a) and Section 2.10(b), (i) the Party whose Group is the relevant beneficiary shall indemnify and hold harmless the guarantor or obligor for any Indemnifiable Loss arising from or relating thereto (in accordance with the provisions of Article VIII) and shall, or shall cause one of the other members of its Group, as agent or subcontractor for such guarantor or obligor, to pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) each of RemainCo and SpinCo agrees not to (and to cause the members of their respective Groups not to) renew or extend the term of, increase its obligations under, or Transfer to a third party, any guarantees or Credit Support Instruments, for which the other Party is or may be liable, without the prior written consent of such other Party (such consent not to be unreasonably withheld, delayed or conditioned), unless all obligations of such other Party and the other members of such Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to such Party; provided, however, with respect to guarantees included in leases for real property, in the event a Guaranty Release is not obtained and such Party wishes to extend the term of such guaranteed lease, then such Party shall have the option of extending the term until the fourth (4th) anniversary of the Effective Time if it provides such security as is reasonably satisfactory to the guarantor under such guaranteed lease and (iii) the relevant beneficiary shall pay to the guarantor or obligor a fee payable at the end of each calendar quarter based on the prevailing market interest rate in the applicable jurisdiction for similarly situated beneficiaries on the average outstanding amount of the obligation underlying such guarantee or obligation during such quarter.

(d) Each Party shall, and shall cause the other members of their respective Groups to cooperate and (i) SpinCo shall, and shall cause the other members of its Group to, use reasonable best efforts to replace all Credit Support Instruments issued by RemainCo or other members of the RemainCo Group, on behalf of or in favor of any member of the SpinCo Group or the SpinCo Business, including in respect of those Credit Support Instruments set forth on Schedule 2.10(d)(i) (the "SpinCo CSIs"), as promptly as practicable with Credit Support Instruments from SpinCo or a member of the SpinCo Group as of the Effective Time, and (ii) RemainCo shall, and shall cause the other members of its Group to, use reasonable best efforts to replace all Credit Support Instruments issued by SpinCo or other members of the SpinCo Group, on behalf of or in favor of any member of the RemainCo Group or the RemainCo Business, including in respect of those Credit Support Instruments set forth on Schedule 2.10(d)(ii) (the "RemainCo CSIs"), as promptly as practicable with Credit Support Instruments from RemainCo or a member of the RemainCo Group as of the Effective Time:

(i) With respect to any SpinCo CSIs that remain outstanding after the Effective Time (x) SpinCo shall, and shall cause the other members of the SpinCo Group to, jointly and severally, indemnify and hold harmless the RemainCo Indemnitees for any Liabilities arising from or relating to such SpinCo CSIs, including any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such SpinCo CSIs in accordance with the terms thereof, (y) SpinCo shall pay to RemainCo a fee payable at the end of each calendar quarter based on the prevailing market interest rate in the applicable jurisdiction for similarly situated beneficiaries on the average outstanding balance (which, for the avoidance of doubt, shall mean any amount where the guarantor or obligor has not been released from the obligation or liability), during such quarter of any outstanding SpinCo CSIs issued by RemainCo or any other member of the RemainCo Group, respectively, and (z) without the prior written consent of RemainCo, SpinCo shall not, and shall not permit any other member of the SpinCo Group to, enter into, renew or extend the term of, increase its obligations under, or Transfer to a third party, any loan, lease, Contract or other obligation in connection with which RemainCo or any other member of the RemainCo Group has issued any Credit Support Instruments which remain outstanding. No member of the RemainCo Group will have any obligation to renew any Credit Support Instruments issued on behalf of or in favor of any member of the SpinCo Group or the SpinCo Business after the expiration of such SpinCo CSI.

(ii) With respect to any RemainCo CSIs that remain outstanding after the Effective Time (x) RemainCo shall, and shall cause the members of the RemainCo Group to, jointly and severally, indemnify and hold harmless the SpinCo Indemnitees for any Liabilities arising from or relating to such RemainCo CSIs, including any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such RemainCo CSIs in accordance with the terms thereof, (y) RemainCo shall pay to SpinCo a fee payable at the end of each calendar quarter based on the prevailing market interest rate in the applicable jurisdiction for similarly situated beneficiaries on the average outstanding balance (which, for the avoidance of doubt, shall mean any amount where the guarantor or obligor has not been released from the obligation or liability) during such quarter of any outstanding RemainCo CSIs issued by SpinCo or any other member of the SpinCo Group, respectively, and (z) without the prior written consent of SpinCo, RemainCo shall not, and shall not permit any other member of the RemainCo Group to, enter into, renew or extend the term of, increase its obligations under, or Transfer to a third party, any loan, lease, Contract or other obligation in connection with which SpinCo or any other member of the SpinCo Group has issued any Credit Support Instruments which remain outstanding. No member of the SpinCo Group will have any obligation to renew any Credit Support Instruments issued on behalf of or in favor of any member of the RemainCo Group or the RemainCo Business after the expiration of such RemainCo CSI.

Section 2.11 Bank Accounts; Cash Balances.

(a) Each of RemainCo and SpinCo shall, and shall cause the other members of its Group to, use commercially reasonable efforts to take all actions necessary to amend all Contracts governing each bank and brokerage account owned by any member of the SpinCo Group (collectively, the "SpinCo Accounts"), so that, from and after the Effective Time, the SpinCo Accounts, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "linked") to any bank or brokerage account owned by any member of the RemainCo Group (collectively, the "RemainCo Accounts"), are de-linked from such SpinCo Accounts.

(b) Each of RemainCo and SpinCo shall, and shall cause the other members of its Group to, use commercially reasonable efforts to take all actions necessary to amend all Contracts governing the RemainCo Accounts so that, from and after the Effective Time, the RemainCo Accounts, if currently linked to any SpinCo Account, are de-linked from such SpinCo Accounts.

(c) With respect to any outstanding checks issued by any member of the RemainCo Group or the SpinCo Group prior to the Effective Time, such outstanding checks shall be honored from and after the Effective Time by the Person or Group owning the account on which the check is drawn, without modifying in any way the Allocation of Liability (and rights to reimbursement) for such amounts under this Agreement or any Ancillary Agreement.

Section 2.12 Payment of Specified Transaction Expenses.

(a) Within sixty (60) days following the Distribution Date, RemainCo shall provide SpinCo with a statement of the amounts paid to date by RemainCo (or any other member of the RemainCo Group) in respect of the Shared Specified Transaction Expenses and the SpinCo Specified Transaction Expenses. Promptly following receipt of such statement (and, in any event, within ten (10) days), SpinCo shall make a payment by wire transfer of immediately available funds to one or more accounts designated by RemainCo of an amount equal to (i) the SpinCo Expense Percentage, multiplied by such amounts paid by RemainCo (or any other member of the RemainCo Group) with respect to the Shared Specified Transaction Expenses plus (ii) such amounts paid by RemainCo (or any other member of the RemainCo Group) with respect to the SpinCo Specified Transaction Expenses.

(b) Any payment made pursuant to this Section 2.12 shall be treated, for U.S. federal income Tax purposes, in a manner similar to the treatment described in Section 2.10 of the Tax Matters Agreement.

Section 2.13 Disclaimer of Representations and Warranties. EACH OF REMAINCO (ON BEHALF OF ITSELF AND EACH OTHER MEMBER OF THE REMAINCO GROUP) AND SPINCO (ON BEHALF OF ITSELF AND EACH OTHER MEMBER OF THE SPINCO GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES, INFORMATION OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ALLOCATED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, AS TO NONINFRINGEMENT, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR THEREIN, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST OR OTHER MATTER WHETHER OR NOT OF RECORD AND (II) ANY NECESSARY CONSENTS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

ARTICLE III

OTHER TRANSACTIONS AND ACTIONS

Section 3.1 SpinCo Financing Arrangements. The applicable members of the RemainCo Group and the SpinCo Group shall undertake the SpinCo Financing Arrangements and the transactions set forth on Schedule 3.1.

Section 3.2 Transactions Prior to the Effective Time.

(a) SpinCo Contribution. Following the Internal Reorganization, but prior to the Effective Time, EIDP shall make the SpinCo Contribution.

(b) SpinCo Issuance; SpinCo Cash Distribution. In exchange for the SpinCo Contribution, SpinCo shall make, or cause to be made, the SpinCo Issuance and the SpinCo Cash Distribution. The SpinCo Cash Distribution shall be made by wire payment of immediately available funds to one or more accounts designated by EIDP.

(c) EIDP Distribution. Following the completion of the SpinCo Cash Distribution, but prior to the Effective Time, EIDP shall make the EIDP Distribution.

Section 3.3 Certificate of Incorporation; Bylaws. At or prior to the Effective Time, all necessary actions shall be taken to adopt the form of Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws filed by SpinCo with the Commission as exhibits to the Form 10.

Section 3.4 Directors. At or prior to the Effective Time, RemainCo shall take all necessary action to cause the Board of Directors of SpinCo to consist of the individuals identified in the Information Statement as directors of SpinCo as of the Effective Time.

Section 3.5 Officers. At or prior to the Effective Time, RemainCo shall take all necessary action to cause the individuals identified as such in the Information Statement to be officers of SpinCo as of the Effective Time.

Section 3.6 Resignations. At or prior to the Effective Time, each of RemainCo and SpinCo shall cause all of its employees and all employees of any other member of its Group to resign, effective as of the Distribution, from all positions as officers or directors of any member of the other Group (and any other Person where such position is as a designee or representative of any member of the other Group) in which they serve.

Section 3.7 Ancillary Agreements. At or prior to the Effective Time, each of RemainCo, EIDP and SpinCo shall enter into, and/or (where applicable) shall cause a member or members of its Group to enter into, the Ancillary Agreements and any other Contracts in respect of the Distribution reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

ARTICLE IV

THE DISTRIBUTION

Section 4.1 The Distribution. On the Distribution Date, subject to the conditions and other terms set forth in this Article IV, RemainCo shall cause the Agent to make the Distribution, including to credit the appropriate class and number of such shares of SpinCo Common Stock to book-entry accounts, for each Record Holder or designated transferee or transferees of such Record Holder. For Record Holders who own RemainCo Common Stock through a broker or other nominee, their shares of SpinCo Common Stock will be credited to their respective accounts by such broker or nominee. No action by any such Record Holder (or such Record Holder's designated transferee or transferees) shall be necessary for such Record Holder (or such Record Holder's designated transferee or transferees) to receive the applicable number of shares of (and, if applicable, cash in lieu of any fractional shares) SpinCo Common Stock such Record Holder is entitled to in the Distribution.

Section 4.2 Fractional Shares. Fractional shares of SpinCo Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. Record Holders holding a number of shares of RemainCo Common Stock as of close of business on the Distribution Record Date which would entitle such Record Holder to receive a fraction of a share of SpinCo Common Stock in the Distribution will receive cash in lieu of any fractional shares. As soon as practicable after the Distribution Date, RemainCo shall direct the Agent to (a) determine the number of whole shares and fractional shares of SpinCo Common Stock allocable to each Record Holder, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions, in each case, at then prevailing trading prices on behalf of Record Holders who would otherwise be entitled to fractional share interests, and (c) distribute to each such Record Holder (or such Record Holder's designated transferee or transferees) such Record Holder's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of SpinCo Common Stock after making appropriate deductions for any amount required to be withheld under applicable Tax Law (including applicable Transfer Taxes) and for the costs and expenses of such sale and distribution, including brokers fees and commissions. None of RemainCo, SpinCo or the Agent will guarantee any minimum sale price for the fractional shares of SpinCo Common Stock. Neither RemainCo nor SpinCo will pay any interest on the proceeds from the sale of fractional shares. The Agent will have the sole discretion in consultation with SpinCo to select the broker-dealers through which to sell the aggregated fractional shares and to determine when, how and at what price to sell such shares. Neither the Agent nor the broker-dealers through which the aggregated fractional shares are sold shall be Affiliates of RemainCo or SpinCo.

Section 4.3 Sole Discretion of RemainCo. RemainCo shall, in its sole and absolute discretion, determine the Distribution Date and all other terms of the Distribution, including the form, structure and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation thereof. In addition, RemainCo may, in accordance with Section 12.10, at any time and from time to time until the completion of the Distribution, decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution. Without limiting the foregoing and notwithstanding anything to the contrary in this Agreement, RemainCo shall have the right not to complete the Distribution if, at any time prior to the Distribution, the Board shall have determined, in its sole discretion, that the Distribution is not in the best interests of RemainCo or its stockholders, that a sale or other

alternative is in the best interests of RemainCo or its stockholders or that it is not advisable at that time for the SpinCo Business to separate from RemainCo.

Section 4.4 Conditions to Distribution. Subject to Section 4.3, the obligation of RemainCo to consummate the Distribution is subject to the prior or simultaneous satisfaction, or, to the extent permitted by applicable Law, waiver by RemainCo in its sole and absolute discretion, of the following conditions. None of SpinCo or any other member of the SpinCo Group with respect to the Distribution or any third party shall have any right or claim to require the consummation of the Distribution, which shall be effected at the sole discretion of RemainCo. Any determination made by RemainCo prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.4 shall be conclusive and binding on the Parties. The conditions are for the sole benefit of RemainCo and shall not give rise to or create any duty on the part of RemainCo or the Board to waive or not waive any such condition. Each Party will use its commercially reasonable efforts to keep the other Party apprised of its efforts with respect to, and the status of, each of the following conditions:

(a) the Commission shall have declared effective the Form 10 under the Exchange Act (or the Form 10 having become effective pursuant to and in accordance with Section 12(d) of the Exchange Act), and no stop order relating to the Form 10 shall be in effect, no proceedings seeking such stop order shall be pending before or threatened by the Commission, and the Information Statement (or the Notice of Internet Availability of the Information Statement) shall have been distributed to holders of RemainCo Common Stock;

(b) the shares of SpinCo Common Stock to be delivered in the Distribution shall have been approved for listing on the NYSE, subject to official notice of issuance;

(c) RemainCo shall have received the RemainCo Tax Opinion;

(d) (A) the Board, the Board of Directors of EIDP and the Board of Directors of SpinCo shall have received an opinion from the independent financial advisory firm set forth on Schedule 4.4(d) or another independent financial advisory firm as determined by the Board (the "Financial Advisory Firm"), as of the Distribution Date and in form and substance satisfactory to the Board, the Board of Directors of EIDP and the Board of Directors of SpinCo (in the sole discretion of each), confirming that (I) assuming the Transactions are consummated, SpinCo would be solvent, SpinCo should be adequately capitalized and SpinCo should be able to pay its debts as they become due and (II) SpinCo would have adequate surplus to declare the SpinCo Cash Distribution, in each of clauses (I) and (II), after giving effect to the Transactions, (B) the Board and the Board of Directors of EIDP shall have received an opinion from the Financial Advisory Firm, in form and substance satisfactory to the Board and the Board of Directors of EIDP (in the sole discretion of each), confirming that (I) assuming the Transactions are consummated, EIDP would be solvent, EIDP should be adequately capitalized and EIDP should be able to pay its debts as they become due and (II) EIDP would have adequate surplus to declare the EIDP Distribution, in each of clauses (I) and (II), after giving effect to the Transactions, and (C) the Board shall have received an opinion from the Financial Advisory Firm, in form and substance satisfactory to the Board (in its sole discretion), confirming that (I) assuming the Transactions are consummated, RemainCo would be solvent, RemainCo should be adequately capitalized and RemainCo should be able to pay its debts as they become due and (II) RemainCo would have adequate surplus to declare the Distribution, in each of clauses (I) and (II), after giving effect to the Transactions;

(e) no order, injunction or decree issued by any Governmental Entity of competent jurisdiction, or other legal restraint or prohibition preventing the consummation of all or any portion of the Distribution or any of the related transactions shall be pending, threatened, issued or in effect, and no other event outside the control of RemainCo shall have occurred or failed to occur that prevents the consummation of all or any portion of the Distribution;

(f) the Internal Reorganization shall have been effectuated;

(g) the SpinCo Contribution and the SpinCo Issuance shall have been completed;

(h) (i) the SpinCo Financing Arrangements shall be available on terms acceptable to RemainCo and (ii) the SpinCo Financing Arrangements that are contemplated to be completed prior to the Distribution shall have been completed;

(i) the SpinCo Cash Distribution shall have been completed;

(j) the EIDP Distribution shall have been completed;

(k) the Board shall have declared the Distribution and approved all related transactions, which approval may be given or withheld at its absolute and sole discretion (and such declaration or approval shall not have been withdrawn);

(l) RemainCo shall have caused the Board of Directors of SpinCo to consist of the individuals identified in the Information Statement as directors of SpinCo, effective as of the Effective Time;

(m) the directors of RemainCo set forth on Schedule 4.4(m) shall have resigned from the Board, effective as of the Effective Time;

(n) (i) SpinCo shall have, and shall have caused its applicable Subsidiaries to have, entered into all Ancillary Agreements to which it and/or such Subsidiary is contemplated to be a party, and (ii) RemainCo shall have, and shall have caused its applicable Subsidiaries to have, entered into all Ancillary Agreements to which they and/or such Subsidiary are contemplated to be a party;

(o) no events or developments shall have occurred or shall exist that, in the sole and absolute judgment of the Board, make it inadvisable to effect the Distribution or would result in the Distribution and related transactions not being in the best interest of RemainCo or its stockholders.

Section 4.5 Effectiveness of Distribution. Unless otherwise determined by RemainCo prior to the Distribution, the Distribution shall be deemed to occur at 12:03 a.m., New York City Time, on the Distribution Date (the "Effective Time").

ARTICLE V

CERTAIN COVENANTS

Section 5.1 Auditors and Audits; Annual and Quarterly Financial Statements and Accounting. Each Party agrees (on behalf of itself and each other member of its Group) that, following the Distribution until the completion of each Party's audit for the fiscal year ending December 31 of the calendar year in which the third (3rd) anniversary of the Distribution occurs, it shall provide, and cause each member of its Group to provide, reasonable access and assistance with respect to (i) any statutory audit with respect to any fiscal year ending prior to the Distribution or for any portion of a fiscal year prior to the Distribution, in each case, in respect of which the Party requesting such reasonable assistance and access was an Affiliate (or relevant member of its Group) of the other Party's Group, (ii) the preparation and audit of each of the Party's financial statements for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a calendar year, also for the previous fiscal year) or amendments thereto, or the printing, filing and public dissemination thereof, and (iii) the audit of each Party's internal controls over financial reporting and management's assessment thereof and management's assessment of each Party's disclosure controls and procedures in respect of the fiscal year ending December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a calendar year, also for the previous fiscal year); provided that in the event that any Party changes its auditors within one (1) year of the completion of each Party's audit for the fiscal year ending December 31 of the calendar year in which the third (3rd) anniversary of the Distribution occurs, then such Party may request reasonable access on the terms set forth in this Section 5.1 for a period of up to one hundred and eighty (180) days from such change; provided, further, that, notwithstanding the foregoing, access of the type described in this Section 5.1 shall be afforded by and to each of the Parties (from time to time following the Distribution), as applicable, to the extent reasonably necessary to respond (and for the limited purpose of responding) to any written request or official

comment from a Governmental Entity, such as in connection with responding to a comment letter from the Commission, or as reasonably necessary to meet a filing, reporting or similar obligation required under applicable Law (including under Public Reports):

(a) Date of Auditors' Opinion. each party shall use commercially reasonable efforts to enable its auditors to complete their audit for the fiscal year ending December 31 of the calendar year in which the Distribution occurs such that they shall date their opinion on the audited annual financial statements on the same date that the other Party's auditors (the "Other Party's Auditors") date their opinion on such other Party's audited annual financial statements, and to enable such other Party to meet its timetable for the printing, filing and public dissemination of its annual financial statements for such fiscal year;

(b) Annual Financial Statements. (i) each Party shall provide or provide access to the other Party on a timely basis all Information reasonably required to meet such other Party's schedule for the preparation, printing, filing, and public dissemination of such other Party's annual financial statements for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a calendar year, also for the previous fiscal year) and for management's assessment of the effectiveness of such Party's disclosure controls and procedures and its internal controls over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K and, to the extent applicable to such Party, its auditor's audit of its internal controls over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the Commission's and Public Company Accounting Oversight Board's rules and auditing standards thereunder, if required (such assessments and audit being referred to as the "Internal Control Audit and Management Assessments") for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a calendar year, also for the previous fiscal year), and (ii) without limiting the generality of the foregoing clause (i), each Party shall provide all required financial and other Information with respect to itself and its Subsidiaries to its auditors in a sufficient and reasonable time and in sufficient detail to permit its auditors to take all steps and perform all reviews necessary to provide sufficient assistance to the Other Party's Auditors with respect to Information to be included or contained in such other Party's annual financial statements for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (or, if the Distribution occurs in the first quarter of a calendar year, the previous fiscal year) and to permit the Other Party's Auditors and management to complete the Internal Control Audit and Management Assessments, if required;

(c) Access to Personnel and Records. subject to the confidentiality provisions of this Agreement (including, for the avoidance of doubt, those set forth in Article IX) and to the extent it relates to the time prior to the Effective Time, (i) each Party shall authorize and request its auditors to make reasonably available to the Other Party's Auditors both the personnel who performed or are performing the annual audits of such Party (each Party with respect to its own audit, the "Audited Party") and work papers related to the annual audits of such Audited Party, in all cases within a reasonable time prior to such Audited Party's auditors' opinion date, so that the Other Party's Auditors are able to perform the procedures they reasonably consider necessary to take responsibility for the work of the Audited Party's auditors as it relates to their auditors' report on such other Party's financial statements, all within sufficient time to enable such other Party to meet its timetable for the printing, filing and public dissemination of its annual financial statements with the Commission for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (or, if the Distribution occurs in the first quarter of a calendar year, the previous fiscal year), and (ii) each Party shall use commercially reasonable efforts to make reasonably available to the Other Party's Auditors and management its personnel and Records in a reasonable time prior to the Other Party's Auditors' opinion date and other Party's management's assessment date so that the Other Party's Auditors and other Party's management are able to perform the procedures they reasonably consider necessary to conduct the Internal Control Audit and Management Assessments;

(d) Current, Quarterly and Annual Reports. (i) at least three (3) Business Days prior to the earlier of public dissemination or filing with the Commission, to the extent permitted under applicable Law, each Party shall deliver to the other Party a reasonably complete draft of any earnings news release or any filing with the Commission containing financial statements for the related year in which the Distribution occurs (or, if the Distribution occurs in the first quarter of a calendar year, the previous fiscal year) and the calendar year preceding such year, including current reports on Form 8-K, quarterly reports on Form 10-Q and annual reports on Form 10-K or any other annual report purporting to fulfill the requirements of 17 CFR 240-14c-3 (such reports, collectively, the "Public Reports"); provided, however, that each Party may continue to revise its Public Report prior to the filing thereof,

which changes will be delivered to the other Party as soon as reasonably practicable; provided, further, that each Party's personnel will actively and reasonably consult with the other Party's personnel regarding any proposed changes to its Public Report and related disclosures prior to the anticipated filing with the Commission, with particular focus on any changes which would reasonably be expected to have an effect upon the other Party's financial statements or related disclosures; (ii) each Party shall notify the other Party, as soon as reasonably practicable after becoming aware thereof, of any material accounting differences between the financial statements to be included in such Party's annual report on Form 10-K and the pro forma financial statements included, as applicable, in the Form 10 or the Form 8-K to be filed by RemainCo with the Commission on or about the time of the Distribution; and (iii) if any such differences are notified by any Party, the Parties shall confer and/or meet as soon as reasonably practicable thereafter, and in any event prior to the filing of any Public Report, to consult with each other in respect of such differences and the effects thereof on the Parties' applicable Public Reports; and

(e) Compensation Programs. (i) SpinCo agrees that, to the extent that SpinCo's proxy statement for the 2027 annual meeting of its stockholders or Form 10-K for the fiscal year ended December 31, 2026 discusses compensation programs of RemainCo, it shall substantially conform such discussion to the corresponding discussion in RemainCo's proxy statement and/or Form 10-K for the applicable period; and (ii) RemainCo agrees that, to the extent that RemainCo's proxy statement for the 2027 annual meeting of its stockholders or Form 10-K for the fiscal year ended December 31, 2026 discusses compensation programs of SpinCo, it shall substantially conform such discussion to the corresponding discussion in SpinCo's proxy statement and/or Form 10-K for the applicable period.

Nothing in this Section 5.1 shall require any Party to violate any agreement with any unaffiliated third party regarding the confidentiality of confidential and proprietary Information relating to that third party or its business; provided, however, that in the event that a Party is required under this Section 5.1 to disclose any such Information, such Party shall use commercially reasonable efforts to seek to obtain such third party's written consent to the disclosure of such Information.

Section 5.2 Separation of Information.

(a) Except as set forth on Schedule 5.2(a), SpinCo shall, and shall cause the other members of the SpinCo Group to, use commercially reasonable efforts to deliver to RemainCo (or its designee) as promptly as practicable (and, in any event, no later than twelve (12) months following the Distribution) all Information that constitutes a RemainCo Asset but is commingled in any member of the SpinCo Group's current records or archives (whether stored with a third party or directly by any member of the SpinCo Group) (for the avoidance of doubt, SpinCo may redact Information that is a SpinCo Asset to which a member of the RemainCo Group does not have a license or access right pursuant to any Ancillary Agreement (to the extent such Information is not reasonably necessary to exercise a license or access right pursuant to any Ancillary Agreement), or that is not otherwise related to the RemainCo Business); provided that with respect to any Information to which a member of the RemainCo Group has a license or access right pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license or access right), such Information shall be delivered only to the extent of such license or access right (or such reasonable need for related Information) and otherwise subject to the terms of the applicable Ancillary Agreement.

(b) If RemainCo identifies in writing particular Information (whether in written, electronic documentary or other archival documentary form) that RemainCo reasonably believes constitutes a RemainCo Asset (or to which a member of its Group has a license or access right pursuant to an Ancillary Agreement (or such Information is reasonably necessary to exercise such license or access right)) or is otherwise related to the RemainCo Business but is held by or on behalf of any member of the SpinCo Group (or any transferee thereof), SpinCo shall, and shall cause any other applicable member of the SpinCo Group to, request that the archive holder deliver such item to SpinCo for review as soon as reasonably practicable, and SpinCo shall review such request and deliver the requested material to RemainCo as promptly as reasonably practicable and in any event within fifteen (15) Business Days of receiving the material from the archive holder; provided that if the requested material is not specific and requires a longer period of review in light of the breadth of the request, SpinCo shall deliver the material to RemainCo as promptly as reasonably practicable and shall notify RemainCo of the expected timeframe to allow RemainCo to narrow such request if desired; provided, further, that with respect to any Information to which a member of the RemainCo Group has a license or access right pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license or access right), such Information shall be delivered only to the extent of such

license or access right (or such reasonable need for related Information) and otherwise subject to the terms of the applicable Ancillary Agreement; provided, further, that if such requested material does not constitute a RemainCo Asset (and a member of the RemainCo Group is not otherwise granted a license or access right pursuant to an Ancillary Agreement (and such Information is not reasonably necessary to exercise such license or access right)) or is not otherwise related to the RemainCo Business, SpinCo shall not deliver the material to RemainCo, but shall provide RemainCo with an explanation in reasonable detail of such determination and discuss with RemainCo in good faith.

(c) Except as set forth on Schedule 5.2(c), RemainCo shall, and shall cause the other members of the RemainCo Group to, use commercially reasonable efforts to deliver to SpinCo (or its designee) as promptly as practicable (and, in any event, no later than twelve (12) months following the Distribution) all Information that constitutes a SpinCo Asset but is commingled in any member of the RemainCo Group's current records or archives (whether stored with a third party or directly by any member of the RemainCo Group) (for the avoidance of doubt, RemainCo may redact Information that is a RemainCo Asset to which a member of the SpinCo Group does not have a license or access right pursuant to any Ancillary Agreement (to the extent such Information is not reasonably necessary to exercise a license or access right pursuant to any Ancillary Agreement) or that is not otherwise related to the SpinCo Business); provided that with respect to any Information to which a member of the SpinCo Group, as applicable, has a license or access right pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license or access right), such Information shall be delivered only to the extent of such license or access right (or such reasonable need for related Information) and otherwise subject to the terms of the applicable Ancillary Agreement.

(d) If SpinCo identifies in writing particular Information (whether in written, electronic documentary or other archival documentary form) that SpinCo reasonably believes constitutes a SpinCo Asset (or to which a member of its Group has a license or access right pursuant to an Ancillary Agreement (or such Information is reasonably necessary to exercise such license or access right)) or is otherwise related to the SpinCo Business but is held by or on behalf of any member of the RemainCo Group (or any transferee thereof), RemainCo shall, and shall cause any other applicable member of the RemainCo Group to, request that the archive holder deliver such item to RemainCo for review as soon as reasonably practicable, and RemainCo shall review such request and deliver the requested material to SpinCo as promptly as reasonably practicable and in any event within fifteen (15) Business Days of receiving the material from the archive holder; provided that if the requested material is not specific and requires a longer period of review in light of the breadth of the request, RemainCo shall deliver the material to SpinCo as promptly as reasonably practicable and shall notify SpinCo of the expected timeframe to allow SpinCo to narrow such request if desired; provided, further, that with respect to any Information to which a member of the SpinCo Group has a license or access right pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license or access right), such Information shall be delivered only to the extent of such license or access right (or such reasonable need for related Information) and otherwise subject to the terms of the applicable Ancillary Agreement; provided, further, that if such requested material does not constitute a SpinCo Asset (and a member of the SpinCo Group is not otherwise granted a license pursuant to an Ancillary Agreement (and such Information is not reasonably necessary to exercise such license or access right)) or is not otherwise related to the SpinCo Business, RemainCo shall not deliver the material to SpinCo, but shall provide SpinCo with an explanation in reasonable detail of such determination and discuss with SpinCo in good faith.

Section 5.3 Nonpublic Information. Each Party acknowledges on behalf of itself and the other members of its Group that Information provided under Section 5.1 may constitute material, nonpublic information, and trading in the securities of a member of either Group (or the securities of such Person's Affiliates, or partners) while in possession of such material, nonpublic information may constitute a violation of the U.S. federal securities Laws.

Section 5.4 Cooperation. For a period of three (3) years following the Distribution Date, and subject to the terms and limitations contained in this Agreement and the Ancillary Agreements, each Party shall, and shall cause the other members of its Group, each of its and their respective then-Affiliates and its and their respective employees, to (a) use commercially reasonable efforts to effect as promptly as practicable any Transfer of Assets or Allocation of Liabilities contemplated by Article II that have not been consummated at or prior to the Effective Time, including (i) seeking and obtaining all necessary Consents for such Transfer of Assets and Allocation of Liabilities, including the Consents set forth on Schedule 2.2(e) and (ii) gathering, preparing and submitting any Information or documentary material that may be requested by any Governmental Entity or other third party in connection with

obtaining such Consents, (b) to provide reasonable cooperation and assistance to the other Party (any member of such other Party's Group) in connection with the completion of the transactions contemplated hereby or by any Ancillary Agreement (including assisting in the preparation of the Distribution), (c) provide knowledge transfer in reasonable detail at the request of the other Party regarding the Business, Assets or Liabilities of such other Party (for the avoidance of doubt, knowledge transfer is not required pursuant to this Section 5.4 with respect to Intellectual Property or Information constituting an Asset of the requested Party's Group (unless a license or access right has been granted to a member of the requesting Party's Group pursuant to an Ancillary Agreement (but in such case, Information shall be delivered only to the extent of such license (or to the extent reasonably necessary to exercise such license) or access and otherwise subject to the terms of the applicable Ancillary Agreement))), (d) provide reasonable cooperation and assistance to the other Party (or member of its Group) in the orderly and efficient transition in becoming an independent company and (e) reasonably assist the other Party (or member of its Group) to the extent such Party (or member of such Party's Group) is providing or has provided services, as applicable, pursuant to the Transition Services Agreement or the applicable Site Services Agreements, in connection with requests for Information from, audits or other examinations of, such other Party (or member of such Party's Group) by a Governmental Entity, in the case of each of the foregoing clauses (a) through (e), at no additional cost to the Party (or member of such Party's Group) requesting such assistance other than for the actual out-of-pocket costs (which shall not include the costs of salaries and benefits of employees of such Party (or any member of its Group) or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing) incurred by any such Party (or any member of its Group), if applicable. Notwithstanding the foregoing, for a period of ten (10) years following the Distribution Date, each Party shall, and shall cause the other members of its Group, each of its and their respective then-Affiliates and its and their respective employees to, provide reasonable cooperation and assistance to the other Party and the members of its Group in connection with any regulatory matters before or involving any Governmental Entity to the extent relating to Regulatory Data in the possession, custody or control of such Party, any member of its Group or any of its or their respective then-current Affiliates, including by providing copies of any such Regulatory Data as mutually agreed between the Parties in good faith. The cooperation and assistance provided for in this Section 5.4 shall not be required to the extent such cooperation and assistance would result in an undue burden on any Party (or any member of its Group) or would unreasonably interfere with any of its employees' normal functions and duties. In furtherance of, and without limiting, the foregoing, each Party shall, and shall cause the other members of its Group (and its and their respective then-current Affiliates) to, make reasonably available those employees with particular knowledge of any function or service of which the other Party was not Transferred the employees involved in such function or service in connection with the Internal Reorganization (including employee benefits functions, risk management, etc.).

Section 5.5 Permits and Financial Assurance.

(a) Without limitation of any provision in Section 5.4, prior to the Effective Time, the Permit Transferor shall be responsible for preparing and submitting, on a timely basis, all filings required to effect, as applicable, (i) the Transfer to the applicable Permit Transferee of all Permits, including Environmental Permits, and Registrations that constitute Assets that are Transferred to the Permit Transferee's Group pursuant to this Agreement and (ii) the issuance or reissuance of all Permits, including Environmental Permits, and Registrations necessary for the conduct of the Business of the Permit Transferee's Group as it is conducted as of the Effective Time after giving effect to the Ancillary Agreements. The Permit Transferee shall use its commercially reasonable efforts to cooperate with the Permit Transferor with respect to the filing of such transfer, issuance or reissuance requests, including executing and delivering any necessary forms as required and providing Information in the Permit Transferee's possession to the Permit Transferor that is necessary for any such transfer, issuance or reissuance request. Following the Effective Time, notwithstanding anything to the contrary in Section 2.5, the Permit Transferor shall, and shall cause the other members of its Group to, use commercially reasonable efforts to (A) assist the Permit Transferee to the extent that any such request submitted prior to the Effective Time pursuant to this Section 5.5(a) has not received Consent for transfer, issuance or reissuance as of the Effective Time, and (B) maintain each Permit, including any Environmental Permit, and Registration that was not Transferred, issued or reissued to the Permit Transferee prior to the Effective Time (a "Non-Transferred Permit"), in full force and effect in all material respects in the ordinary course of business consistent with past practice (or, if greater, the level of effort agreed to maintain and administer its own Permits, including any Environmental Permit, and Registrations) and taking into account the Transactions, until such time as such Permit or Registration has been transferred, issued or reissued to the Permit Transferee; provided that the Permit Transferor's obligation hereunder is conditioned on the Permit Transferee undertaking prompt action to apply for and prosecute the issuance, reissuance or a transfer of said Non-Transferred Permit, (C) cooperate in any reasonable

and lawful arrangement designed to provide to the Permit Transferee the benefits arising under each Non-Transferred Permit, including accepting such reasonable direction as the Permit Transferee shall request of the Permit Transferor, and (D) enforce at the Permit Transferee's reasonable request, or allow the Permit Transferee to enforce in a commercially reasonable manner, any rights of the Permit Transferor under such Non-Transferred Permit (to the extent related to the Business of the Permit Transferee); provided that (x) the costs and expenses incurred by the Permit Transferor related to the foregoing clauses (A) and (B) shall be borne solely by the Permit Transferor and (y) the costs and expenses incurred by the Permit Transferor related to the foregoing clauses (C) and (D) shall be borne solely by the Permit Transferee. Following the Effective Time, the Permit Transferee shall be responsible for compliance by the Business of its Group with all of the terms and conditions of any Permit, including any Environmental Permit, and Registration which is a Non-Transferred Permit. The Permit Transferee shall be responsible for all Liabilities related thereto and relating to the period after the Effective Time and shall indemnify the Permit Transferor pursuant to Article VIII for all Indemnifiable Losses to the extent relating to or arising in connection with or resulting from a Permit, including any Environmental Permit, or Registration which is a Non-Transferred Permit due to the Business of its Group, including fines or penalties arising from violations by its Group of any terms and/or conditions of the Non-Transferred Permit. The covenants and agreements set forth in this Section 5.5(a) of a Permit Transferor or Permit Transferee that (x) is a member of the RemainCo Group shall constitute RemainCo Liabilities, and (y) is a member of the SpinCo Group shall constitute SpinCo Liabilities. Notwithstanding Section 2.5 or Section 2.6, but in furtherance of the foregoing, in the case of any Permits (including Environmental Permits) or Registrations which are related to both of the RemainCo Business and SpinCo Business (a "Shared Permit"), the holder of such Shared Permit shall be entitled to elect whether to (I) Transfer the applicable Shared Permit to a member of the other Party's Group (as designated by such Party) and procure for itself any new Permits and Registrations or (II) procure the issuance for the other Party of such new Permits, including Environmental Permits, and Registrations related to the existing Shared Permits (to the extent necessary for the conduct of the Business of such other Party's Group as it is conducted as of the Effective Time after giving effect to the Ancillary Agreements); provided that, in each case, and for the avoidance of doubt, if there is any delay in the Transfer or procurement of such Permit or Registration, clauses (A) through (D) of this Section 5.5(a) shall continue to apply.

(b) Subject to Article VIII, and in furtherance of Section 2.10, as required by applicable Law and at or prior to the Effective Time or as soon as reasonably practicable thereafter, each of SpinCo and RemainCo, as the case may be, shall, or shall cause another member of its Group to, submit to the appropriate regulatory agencies documentation satisfactory to such agencies that it has procured financial assurance, in compliance with applicable Laws, to replace the financial assurance provided by members of the other Party's Group in respect of the RemainCo Environmental Liabilities or the SpinCo Environmental Liabilities, respectively, pursuant to such Laws. A schedule of the financial assurance related to the SpinCo Environmental Liabilities and the RemainCo Environmental Liabilities required to be obtained by the SpinCo Group and RemainCo Group, respectively, as of the Effective Time is set forth on Schedule 5.5(b). Subject to Article VIII, and notwithstanding anything to the contrary in Section 2.10, to the extent that such financial assurance relates to a RemainCo Environmental Liability or a SpinCo Environmental Liability, RemainCo or SpinCo, respectively, shall remain liable for the costs and expenses associated with maintaining such financial assurance, even in circumstances where an Indemnitee is required as a matter of applicable Law to obtain such financial assurance.

Section 5.6 Non-Competition.

(a) For a period of twelve (12) months from the Distribution Date (the "Non-Compete Period"), no member of the RemainCo Group shall, directly or indirectly, own, manage, operate or engage in (including by licensing or otherwise granting a third party rights to engage in, or by causing or directing any third party to, on behalf of any member of the RemainCo Group, own, manage, operate or engage in) the business of developing, designing, manufacturing, marketing, distributing or selling any product for use in the SpinCo Fields (the "RemainCo Prohibited Activities").

(b) Notwithstanding the foregoing RemainCo Prohibited Activities, the Parties agree that nothing herein shall:

(i) prohibit RemainCo or any of its Affiliates from acquiring (whether by merger, consolidation, stock or asset purchase, joint venture or other similar transaction) or investing in any Person, or the assets thereof, if less than fifteen percent (15%) of each of the gross revenues, assets and income of

such Person (based on such Person's latest annual audited consolidated financial statements prior to such acquisition or investment) were derived from (or in the case of assets, primarily related to) any of the RemainCo Prohibited Activities (the "RemainCo Non-Compete Target"); provided that, during the Non-Compete Period, RemainCo shall, and shall cause its Affiliates to, (A) hold separate the business and Assets of RemainCo and its Affiliates immediately prior to the time of such acquisition or investment (the "Pre-Acquisition RemainCo Business") from the portions of the RemainCo Non-Compete Target's business engaged directly or indirectly in the RemainCo Prohibited Activities, (B) not otherwise integrate the RemainCo Non-Compete Target's business engaged in the RemainCo Prohibited Activities into its business and (C) not in any way use or accept for use, or otherwise allow access to any Assets or Information of the Pre-Acquisition RemainCo Business by the portion of the RemainCo Non-Compete Target's business engaged in the RemainCo Prohibited Activities;

(ii) prohibit RemainCo or any of its Affiliates from acquiring (x) passive ownership, solely as an investment, of five percent (5%) or less of the securities or other outstanding equity interests of any Person, or (y) any interest in any Person, regardless of the relative size of the ownership interest or revenues derived from RemainCo Prohibited Activities, through any pension trust or similar benefit plan investment vehicle (or agent thereof in their capacity as such) of RemainCo or any of its Affiliates, as applicable, so long as such investments are passive investments in securities in the ordinary course of its respective operations;

(iii) prohibit RemainCo or any of its Affiliates from conducting any RemainCo Specified Permitted Activities; or

(iv) apply with respect to any actions by (x) customers or distributors of RemainCo or (y) any other Person that is not a member of the RemainCo Group (other than as set forth in Section 5.6(b)(i) and Section 5.6(c), as applicable), in each case, so long as no member of the RemainCo Group has (A) induced any such Person to own, manage, operate or engage in or (B) caused or directed any such Person to, on behalf of any member of the RemainCo Group, own, manage, operate or engage in, in each case, any activity that, if conducted by RemainCo, would constitute a RemainCo Prohibited Activity.

(c) Notwithstanding anything to the contrary contained herein, if RemainCo undergoes a Change of Control after the Distribution and prior to the end of the Non-Compete Period, then in connection with the entry into an agreement providing for such Change of Control, RemainCo shall cause the acquiring third party to enter into an agreement that subjects the acquired operations and activities of RemainCo and its Affiliates (other than the third party and its Affiliates prior to such acquisition to the extent not already Affiliates of RemainCo) (the "Pre-Acquisition RemainCo Entities") to the restrictions set forth in this Section 5.6 to the same extent as they apply to Pre-Acquisition RemainCo Entities immediately prior to the consummation of such Change of Control for the remainder of the Non-Compete Period. For the avoidance of doubt, the acquiring third party or surviving entity or parent of such acquiring third party or its Subsidiaries and Affiliates (but not Pre-Acquisition RemainCo Entities or any of their respective Subsidiaries) (the "RemainCo Non-Compete Acquirers") may engage in the RemainCo Prohibited Activities to the extent not Affiliates of RemainCo prior to such acquisition; provided, that, during the Non-Compete Period, the RemainCo Non-Compete Acquirers shall (A) hold separate the business and Assets of Pre-Acquisition RemainCo Entities immediately prior to such time from the portions of the RemainCo Non-Compete Acquirers' business engaged directly or indirectly in the RemainCo Prohibited Activities, (B) not otherwise integrate Pre-Acquisition RemainCo Entities' business into the portions of its business engaged directly or indirectly in any RemainCo Prohibited Activity and (C) not in any way use or accept for use, or otherwise allow access to any Assets or Information of Pre-Acquisition RemainCo Entities' business by the portion of the RemainCo Non-Compete Acquirers' business engaged in the RemainCo Prohibited Activities.

(d) For the Non-Compete Period, no member of the SpinCo Group shall, directly or indirectly, own, manage, operate or engage in (including by licensing or otherwise granting a third party rights to engage in, or by causing or directing any third party to, on behalf of any member of the SpinCo Group, own, manage, operate or engage in) the business of developing, designing, manufacturing, marketing, distributing or selling any product for use in the RemainCo Fields (the "SpinCo Prohibited Activities").

(e) Notwithstanding the foregoing SpinCo Prohibited Activities, the Parties agree that nothing herein shall:

(i) prohibit SpinCo or any of its Affiliates from acquiring (whether by merger, consolidation, stock or asset purchase, joint venture or other similar transaction) or investing in any Person, or the assets thereof, if less than fifteen percent (15%) of each of the gross revenues, assets and income of such Person (based on such Person's latest annual audited consolidated financial statements prior to such acquisition or investment) were derived from (or in the case of assets, primarily related to) any of the SpinCo Prohibited Activities (the "SpinCo Non-Compete Target"); provided that, during the Non-Compete Period, SpinCo shall, and shall cause its Affiliates to, (A) hold separate the business and Assets of SpinCo and its Affiliates immediately prior to the time of such acquisition or investment (the "Pre-Acquisition SpinCo Business") from the portions of the SpinCo Non-Compete Target's business engaged directly or indirectly in the SpinCo Prohibited Activities, (B) not otherwise integrate the SpinCo Non-Compete Target's business engaged in the SpinCo Prohibited Activities into its business and (C) not in any way use or accept for use, or otherwise allow access to any Assets or Information of the Pre-Acquisition SpinCo Business by the portion of the SpinCo Non-Compete Target's business engaged in the SpinCo Prohibited Activities;

(ii) prohibit SpinCo or any of its Affiliates from acquiring (x) passive ownership, solely as an investment, of five percent (5%) or less of the securities or other outstanding equity interests of any Person, or (y) any interest in any Person, regardless of the relative size of the ownership interest or revenues derived from SpinCo Prohibited Activities, through any pension trust or similar benefit plan investment vehicle (or agent thereof in their capacity as such) of SpinCo or any of its Affiliates, as applicable, so long as such investments are passive investments in securities in the ordinary course of its respective operations;

(iii) prohibit SpinCo or any of its Affiliates from conducting any SpinCo Specified Permitted Activities; or

(iv) apply with respect to any actions by (x) customers or distributors of SpinCo or (y) any other Person that is not a member of the SpinCo Group (other than as set forth in Section 5.6(e)(i) and Section 5.6(f), as applicable), in each case, so long as no member of the SpinCo Group has (A) induced any such Person to own, manage, operate or engage in or (B) caused or directed any such Person to, on behalf of any member of the SpinCo Group, own, manage, operate or engage in, in each case, any activity that, if conducted by SpinCo, would constitute a SpinCo Prohibited Activity.

(f) Notwithstanding anything to the contrary contained herein, if SpinCo undergoes a Change of Control after the Distribution and prior to the end of the Non-Compete Period, then in connection with the entry into an agreement providing for such Change of Control, SpinCo shall cause the acquiring third party to enter into an agreement that subjects the acquired operations and activities of SpinCo and its Affiliates (other than the third party and its Affiliates prior to such acquisition to the extent not already Affiliates of SpinCo) (the "Pre-Acquisition SpinCo Entities") to the restrictions set forth in this Section 5.6 to the same extent as they apply to Pre-Acquisition SpinCo Entities immediately prior to the consummation of such Change of Control for the remainder of the Non-Compete Period. For the avoidance of doubt, the acquiring third party or surviving entity or parent of such acquiring third party or its Subsidiaries and Affiliates (but not Pre-Acquisition SpinCo Entities or any of their respective Subsidiaries) (the "SpinCo Non-Compete Acquirers") may engage in the SpinCo Prohibited Activities to the extent not Affiliates of SpinCo prior to such acquisition; provided that, during the Non-Compete Period, the SpinCo Non-Compete Acquirers shall (A) hold separate the business and Assets of Pre-Acquisition SpinCo Entities immediately prior to such time from the portions of the SpinCo Non-Compete Acquirers' business engaged directly or indirectly in the SpinCo Prohibited Activities, (B) not otherwise integrate Pre-Acquisition SpinCo Entities' business into the portions of its business engaged directly or indirectly in any SpinCo Prohibited Activity and (C) not in any way use or accept for use, or otherwise allow access to any Assets or Information of Pre-Acquisition SpinCo Entities' business by the portion of the SpinCo Non-Compete Acquirers' business engaged in the SpinCo Prohibited Activities.

(g) Each Party agrees (on behalf of itself and each member of its Group) that, notwithstanding anything herein to the contrary, (i) the provisions of Section 5.6 shall not prohibit RemainCo or any member of the RemainCo Group from performing its (and their, as applicable) obligations under this Agreement, any Ancillary

Agreement or any Continuing Arrangement as in effect on the Distribution Date or as may be amended after the Distribution Date in a writing executed by a member of the SpinCo Group and (ii) the provisions of Section 5.6 shall not prohibit SpinCo or any member of the SpinCo Group from performing its (and their, as applicable) obligations under this Agreement, any Ancillary Agreement or any Continuing Arrangement as in effect on the Distribution Date or as may be amended after the Distribution Date in a writing executed by a member of the RemainCo Group;

(h) Each of RemainCo and SpinCo, on behalf of itself and of each member of its Group, acknowledges and agrees that this Section 5.6 constitutes an independent covenant and shall not be affected by performance or nonperformance of any other provision of this Agreement by the other Party. Each of SpinCo and RemainCo further acknowledges and agrees on behalf of itself and of each member of its Group that the restrictive covenants and other agreements contained in this Section 5.6 are an essential part of this Agreement and the transactions contemplated hereby. It is the intent of SpinCo and RemainCo that the provisions of this Section 5.6 shall be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Each of SpinCo and RemainCo has independently consulted with its counsel and after such consultation agrees that the covenants set forth in this Section 5.6 are intended to be reasonable and proper in scope, duration and geographical area and in all other respects. Subject to the terms of Article XII, each of SpinCo and RemainCo acknowledges and agrees on behalf of itself and of each member of its Group that irreparable harm would occur in the event that the SpinCo or any member of the SpinCo Group or RemainCo or any member of the RemainCo Group, as applicable, does not perform, or cause to be performed, any provision of this Section 5.6 in accordance with its specific terms or otherwise breach this Section 5.6 and the remedies at law for any breach or threatened breach of this Section 5.6, including monetary damages, are inadequate compensation for any Indemnifiable Loss. Accordingly, from and after the Effective Time, in the event of any actual or threatened default in, or breach of, any of the terms and provisions of this Section 5.6, each of SpinCo and RemainCo agrees on behalf of itself and of each member of its Group that the Party (or its Group) who is or is to be thereby aggrieved shall, subject and pursuant to the terms of Article X (including for the avoidance of doubt, after compliance with all notice and negotiation provisions in Article X), 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. Each of SpinCo and RemainCo agrees on behalf of itself and each member of its Group 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. If any such covenant is found to be invalid, void or unenforceable in any situation in any jurisdiction by a final determination of the Arbitral Tribunal, Emergency Arbitrator and the court or any other Governmental Entity of competent jurisdiction, each of SpinCo and RemainCo agrees on behalf of itself and each member of its Group that: (i) such determination shall not affect the validity or enforceability of (x) the offending term or provision in any other situation or in any other jurisdiction, or (y) the remaining terms and provisions of this Section 5.6 in any situation in any jurisdiction; (ii) the offending term or provision shall be reformed rather than voided and the Arbitral Tribunal, Emergency Arbitrator and court or Governmental Entity making such determination shall have the power to reduce the scope, duration or geographical area of any invalid or unenforceable term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision, in order to render the restrictive covenants set forth in this Section 5.6 enforceable to the fullest extent permitted by applicable Law; and (iii) the restrictive covenants set forth in this Section 5.6 shall be enforceable as so modified.

(i) If (i) RemainCo believes in good faith that one of its ongoing activities prior to the Distribution was inadvertently omitted from RemainCo Specified Permitted Activities or if RemainCo believes the SpinCo Group has breached its obligations pursuant to this Section 5.6 or (ii) SpinCo believes in good faith that one of its ongoing activities prior to the Distribution was inadvertently omitted from SpinCo Specified Permitted Activities or if SpinCo believes that the RemainCo Group has breached its obligations pursuant to this Section 5.6, either RemainCo or SpinCo may deliver a written notice (a "Non-Compete Dispute Notice") to the other. As soon as reasonably practicable after the date of receipt by the relevant Party of the Non-Compete Dispute Notice, the general counsels and applicable business presidents of RemainCo and SpinCo shall discuss such matter in good faith for a reasonable period of time; provided, however, that such reasonable period shall not, unless otherwise agreed by RemainCo and SpinCo in writing, exceed fifteen (15) days from the date of receipt by the relevant Party of the Non-Compete Dispute Notice (the "First Non-Compete Discussion Period"). If (x) the notifying Party has determined (in its reasonable discretion) that any such breach has caused, or would reasonably be expected to cause, such Party to suffer irreparable harm and includes a statement to that effect in the Non-Compete Dispute Notice and (y) the matter

has not been resolved for any reason as of the expiration of the First Non-Compete Discussion Period, then such matter shall be escalated to the chief executive officers of RemainCo and SpinCo by the delivery of a written notice from either RemainCo or SpinCo to the other (the "Non-Compete Escalation Notice"), and such chief executive officers shall, as soon as reasonably practicable after the date of receipt by the relevant Party of the Non-Compete Escalation Notice, discuss such matter in good faith for a reasonable period of time; provided, however, that such reasonable period of time shall not exceed fifteen (15) days from the date of receipt by the relevant Party of the Non-Compete Escalation Notice (the "Second Non-Compete Discussion Period"). If, for any reason, the matter has not been resolved, such disagreement shall be submitted to final and binding arbitration pursuant to the procedures set forth in Article X of this Agreement.

(j) Each of the Parties acknowledges and agrees on behalf of itself and each other member of its Group that this Section 5.6 (i) is solely for the benefit of, and enforceable by, RemainCo and SpinCo and (ii) shall not be deemed to confer upon any other Person any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever.

(k) For the purposes of this Section 5.6, the following terms shall have the following meanings:

(i) [***]

(ii) "In Planta" means use in plants, plant cells or plant tissues by integration into plants, plant cells or plant tissues through genetic engineering, gene editing or other means. Notwithstanding the foregoing, "In Planta" use expressly excludes [***].

(iii) "RemainCo Fields" shall mean collectively, the Animal Health Field, the Biologicals Field, the Crop Protection Field, the Industrial Biosciences Field or the SAT Field, each as defined below:

(A) pharmaceutical, biological and medicinal (including in-feed) products intended to enhance the health or performance, including through diagnosis, treatment, palliation, control, mitigation or prevention of any disease or condition, of non-human animals (including livestock, aquaculture species, companion animals and other commercially or domestically managed animals); provided that, notwithstanding the foregoing, the foregoing expressly excludes treatments deployed In Planta, the Industrial Biosciences Field, the SAT Field and the Crop Protection Field (the "Animal Health Field");

(B) use of microbial strains, microbial consortia or microbial-derived products (including microbial metabolites, fermentation products, peptides, proteins, nucleic acids, enzymes or other naturally-occurring or bioengineered biological agents) for external plant, seeds or soil applications, including foliar or other spray applications, in-furrow applications, irrigation-based delivery, seed treatments and improvements to Agrobacterium for transformation purposes; provided that, notwithstanding the foregoing, the foregoing expressly excludes [***] and In Planta uses (the "Biologicals Field");

(C) use of a product to control, deter or prevent the growth of or kill pests affecting agricultural crops (including insects, nematodes, fungi and weed plants) in any developmental forms and in any application modes during one or more of (1) production of agricultural crops, including burn down, pre-emergent and post-emergent applications, (2) range and pasture management, (3) fruit and vegetable management and (4) turf and ornamental management; provided that, notwithstanding the foregoing, the foregoing expressly excludes products deployed In Planta, the Animal Health Field, Industrial Biosciences Field and the SAT Field (the "Crop Protection Field");

(D) use of biological systems, biological materials, microorganisms, enzymes, metabolites or biologically derived molecules to manufacture, convert or process materials, chemicals, intermediates or energy-related products through fermentation, biocatalysis, bioprocessing or other biological production methods; provided that, notwithstanding the foregoing, the foregoing expressly excludes the Biofuels Field (the "Industrial Biosciences Field"); and

(E) chemical, biological or other materials applied directly to seeds prior to or concurrently with such seeds being sown into or onto a field, seedbed or growth medium (the "SAT Field").

(iv) "SpinCo Fields" shall mean, collectively, the Biofuels Field, the Plant Genetics Field and the Animal Nutrition Field, each as defined below:

(A) the use of plants, plant parts or grain (including meal or oils derived from plants, plant parts or grain) to produce fuel (the "Biofuels Field");

(B) the use of plants, seeds used to grow plants, and plants and seeds for genetic improvement, including (1) breeding and other seed product development, (2) transgenic, non-transgenic and gene-edited traits deployed In Planta, (3) use of digital tools for planting and maintenance of plants (including variable rate seeding and recommendations for crop input application timing) and (4) improvements to Agrobacterium for transformation purposes (the "Plant Genetics Field"); and

(C) silage inoculants and improvement of animal feed by In Planta modification of crops that are used for animal feed or forage; provided that, notwithstanding the foregoing, the Animal Nutrition Field expressly excludes the Animal Health Field (the "Animal Nutrition Field").

Section 5.7 Inventor Remuneration. Each Party shall, and shall cause the other members of its Group to, reasonably cooperate with each other and use commercially reasonable efforts, on and after the Effective Time, to provide assistance and deliver, or cause to be delivered, without any further consideration, all Information, Contracts, reports, records and other materials reasonably necessary to determine and pay Inventor Remuneration to each applicable inventor, including (a) the Inventor Remuneration due to such inventor, (b) the calculation of such Inventor Remuneration, (c) the last available contact information of such inventor, (d) when such Inventor Remuneration is or was due to be paid, (e) the milestones at which such inventor was or is owed such Inventor Remuneration and the payments due at such milestones and (f) materials regarding any pending or threatened Action arising out of or relating to such Inventor Remuneration. From and after the Effective Time, at the request of a Party, the other Party shall, and shall cause the other members of its Group to, reasonably cooperate to maintain such information as confidential, including by permitting such information to be provided directly to the inventor and permitting a Party or a member of its Group to directly compensate such inventor, and permitting such inventor to be subject to reasonable confidentiality arrangements.

ARTICLE VI

PRIOR TRANSACTION AGREEMENTS

Section 6.1 No Assignment. For the avoidance of doubt, notwithstanding anything to the contrary set forth in this Agreement, no member of the RemainCo Group shall have any obligation pursuant to this Agreement or the Ancillary Agreements to Transfer or use any level of effort to attempt to Transfer any Prior Transaction Agreement, in full or in part, or any rights thereunder to any member of the SpinCo Group other than (a) the SpinCo Specified Prior Transaction Agreements (which are subject to Section 2.5) and (b) the Severable Prior Transaction Agreements (which are subject to Section 2.2(d)). For the avoidance of doubt, RemainCo may elect in its reasonable discretion and with the consent of SpinCo to partially assign any Prior Transaction Agreement to effectuate the intent of this Article VI (but at all times subject to the terms of this Article VI, including the limitations set forth in Section 6.2(b)).

Section 6.2 SpinCo Enforcement.

(a) Subject to Section 6.2(b) , unless the benefits of a Shared Prior Transaction Agreement are conveyed to SpinCo (or a member of the SpinCo Group) pursuant to an Ancillary Agreement, from and after the Effective Time, RemainCo shall (or shall cause the applicable member of the RemainCo Group to), at RemainCo's election, either (i) enforce, or shall cause the applicable member of the RemainCo Group to enforce, at SpinCo's request, or (ii) allow SpinCo or another member of the SpinCo Group to enforce in a commercially reasonable manner, any and all rights of any member of the RemainCo Group (after giving effect to the Distribution) under any and all

Shared Prior Transaction Agreements to the extent related to the SpinCo Business, SpinCo Assets or SpinCo Liabilities, as applicable (and SpinCo shall (A) directly bear the out-of-pocket costs and expenses of such enforcement to the extent related to the rights being enforced for the benefit of the SpinCo Group, (B) indemnify the RemainCo Indemnitees against any Indemnifiable Losses arising out of such enforcement to the extent related to the rights being enforced for the benefit of the SpinCo Group and (C) for the avoidance of doubt, be entitled to any recovery to the extent (I) related to the SpinCo Business, SpinCo Assets or SpinCo Liabilities, as applicable, and (II) related to, arising out of or resulting from such enforcement). To the extent RemainCo elects to enforce (or to cause the applicable member of the RemainCo Group to enforce) any such rights at SpinCo's request, RemainCo shall, and shall cause the applicable members of the RemainCo Group to, act in coordination with and at the commercially reasonable direction of SpinCo with respect thereto, including by executing and delivering all documents and permitting SpinCo or any other member of the SpinCo Group to enforce the matter relating to such rights in the name of the applicable member of the RemainCo Group, in each case to the extent reasonably necessary to enforce such rights. Notwithstanding anything in this Agreement to the contrary (including the definition of "SpinCo Assets"), under no circumstances will SpinCo or any member of the SpinCo Group be entitled to any right, interest or benefit under any Shared Prior Transaction Agreement or to compel any enforcement thereof except, in each case, (x) the SpinCo Vested Prior Transaction Rights and (y) as set forth in this Section 6.2.

(b) Notwithstanding Section 6.2(a):

(i) no member of the RemainCo Group shall have any obligation to any SpinCo Indemnitee or any of their respective then-Affiliates to offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party to enforce any Shared Prior Transaction Agreement; and

(ii) no member of the SpinCo Group shall have any right to, and no member of the RemainCo Group shall have any obligation to any member of the SpinCo Group (or any other SpinCo Indemnitee) to, exercise any rights or enforce any obligations under any Shared Prior Transaction Agreements, including by commencing or maintaining any Action against any third party to enforce (or to allow any member of the SpinCo Group to enforce) any Shared Prior Transaction Agreement if, in the good faith judgment of RemainCo (or if such member of RemainCo Group is not an Affiliate of RemainCo at such time, such member of the RemainCo Group), exercising any such rights or enforcing any such obligations (including, with respect to any Action, the commencement, maintenance or resolution thereof by order, judgment, settlement or otherwise) would reasonably be expected to (A) materially and adversely impact the conduct of the RemainCo Business or result in a material adverse change to any member of the RemainCo Group at shared locations where any member of the "MatCo Group" (as defined in the DWDP SDA) and any member of the "SpecCo Group" (as defined in the DWDP SDA) or any member of the RemainCo Group, as applicable, have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies or (B) result in a material adverse effect on the financial condition or results of operations of RemainCo and its Subsidiaries (or if such member of RemainCo Group is not an Affiliate of RemainCo at such time, such member of the RemainCo Group and its then-Affiliates) at such time or the RemainCo Business conducted thereby at such time, taken as a whole, and in the case of the foregoing clauses (A) and (B), such material adverse effect would reasonably be expected to be greater with respect to the RemainCo Group, taken as a whole, than the effect on the SpinCo Group, taken as a whole; provided, however, that SpinCo may request that RemainCo commence or maintain an Action (and/or cause the applicable member of the RemainCo Group party to such Shared Prior Transaction Agreement to commence or maintain an Action), which request shall be considered in good faith by RemainCo; provided, further, that RemainCo's good faith determination not to commence or maintain an Action shall not in and of itself constitute a breach of this Section 6.2, but the foregoing shall not preclude consideration of RemainCo's good faith for purposes of determining compliance with this Section 6.2.

(c) From and after the Effective Time, RemainCo shall not, and shall cause the other applicable members of the RemainCo Group not to, without the consent of SpinCo (such consent not to be unreasonably withheld, conditioned or delayed), as applicable, (i) waive any rights under such Shared Prior Transaction Agreement to the extent related to the SpinCo Business, SpinCo Assets or SpinCo Liabilities, as applicable, of such other Party, (ii) terminate (or consent to be terminated by the counterparty) such Shared Prior Transaction Agreement except in connection with (A) the expiration of such Shared Prior Transaction Agreement in accordance with its terms (it being

understood, for the avoidance of doubt, that sending a notice of non-renewal to the counterparty to such Shared Prior Transaction Agreement in accordance with the terms of such Shared Prior Transaction Agreement is expressly permitted) or (B) a partial termination of such Shared Prior Transaction Agreement that would not reasonably be expected to impact any rights under such Shared Prior Transaction Agreement related to the SpinCo Business, SpinCo Assets or SpinCo Liabilities, as applicable, or (iii) amend, modify or supplement such Shared Prior Transaction Agreement in a manner (A) material (relative to the existing rights and obligations related to the SpinCo Business, SpinCo Assets or SpinCo Liabilities, as applicable, under such Shared Prior Transaction Agreement) and adverse to the SpinCo Business, SpinCo Assets or SpinCo Liabilities, as applicable, and (B) disproportionate in the impact incurred by the SpinCo Business, SpinCo Assets or SpinCo Liabilities, as applicable, under such Shared Prior Transaction Agreement (relative to the existing rights and obligations related to the SpinCo Business, SpinCo Assets or SpinCo Liabilities, as applicable, under such Shared Prior Transaction Agreement) compared to the impact incurred by the RemainCo Business, RemainCo Assets or RemainCo Liabilities under such Shared Prior Transaction Agreement (relative to the existing rights and obligations related to the RemainCo Business, RemainCo Assets or RemainCo Liabilities under such Shared Prior Transaction Agreement).

(d) From and after the Effective Time, if a member of a Group (the " Prior Transaction Agreement Notice Recipient") receives from a counterparty to a Shared Prior Transaction Agreement a formal notice of breach of such Shared Prior Transaction Agreement that would reasonably be expected to impact the other Group, the Prior Transaction Agreement Notice Recipient shall provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5) Business Days following receipt of such notice), and the Parties shall consult with respect to the actions proposed to be taken regarding the alleged breach. If RemainCo or another member of the RemainCo Group (the "Prior Transaction Agreement Notifying Party") sends to a counterparty to a Shared Prior Transaction Agreement a formal notice of breach of such Shared Prior Transaction Agreement that would reasonably be expected to impact the SpinCo Group, the Prior Transaction Agreement Notifying Party shall provide written notice to SpinCo as soon as reasonably practicable (and in any event no less than five (5) Business Days prior to sending such notice of breach to the counterparty), and the Parties shall consult with each other regarding such alleged breach. From and after the Effective Time, no Party shall (and each Party shall cause the other members of its Group not to) breach any Shared Prior Transaction Agreement to the extent such breach would reasonably be expected to result in a loss of rights, or acceleration of obligations, of any member of the other Party's Group (or related to its Business, Assets or Liabilities under such Shared Prior Transaction Agreement) pursuant to (x) such Shared Prior Transaction Agreement or (y) any other Contract with an unaffiliated third-party counterparty to such Shared Prior Transaction Agreement (or any of its Affiliates) in existence at the Effective Time that contains cross-default or similar provisions related to such Shared Prior Transaction Agreement.

Section 6.3 Obligations.

(a) RemainCo shall, or shall cause the applicable member of its Group to, pay, perform and discharge fully all of the obligations and Liabilities of any member of any Party's Group under the Prior Transaction Agreements to the extent constituting a RemainCo Liability (including any Legacy Liabilities), and shall otherwise use commercially reasonable efforts to pay, perform and discharge such obligations and Liabilities related to the RemainCo Business or a RemainCo Asset, as applicable, or any obligation that SpinCo is obligated to cause its Affiliates to perform as if it were a party thereto.

(b) SpinCo shall, or shall cause the applicable member of its Group to, pay, perform and discharge fully all of the obligations and Liabilities of any member of any Party's Group under the Shared Prior Transaction Agreements to the extent constituting a SpinCo Liability (including any DWDP SpinCo Liabilities), and shall otherwise use commercially reasonable efforts to pay, perform and discharge such obligations and Liabilities related to the SpinCo Business or a SpinCo Asset, as applicable, or any obligation that RemainCo is obligated to cause its Affiliates to perform as if it were a party thereto. To the extent any such performance by SpinCo is not permitted by any applicable counterparty under the terms of any applicable Shared Prior Transaction Agreement, and subject to any separate arrangement reached in any Ancillary Agreement, RemainCo shall continue to pay, perform and discharge fully all such obligations in coordination with and at SpinCo's commercially reasonable direction, and any and all costs, expenses and Liabilities incurred by RemainCo or its Affiliates in connection with the performance by RemainCo or its Affiliates of its obligations under this Section 6.3 shall be borne solely by SpinCo. To the extent RemainCo is required to continue to pay, perform and discharge such obligations, RemainCo shall, and shall cause the applicable members of the RemainCo Group to, act in coordination with and at the commercially reasonable

direction of SpinCo with respect thereto, including by executing and delivering all documents and permitting SpinCo or any other member of the SpinCo Group to pay, perform and discharge such obligations in the name of the applicable member of the RemainCo Group, in each case to the extent reasonably necessary to pay, perform and discharge such obligations.

Section 6.4 Access to Accessible DWDP Insurance Policies for Pre-Distribution Matters.

(a) In furtherance and not in limitation of this Article VI, with respect to Liabilities of RemainCo and its Subsidiaries immediately prior to the Effective Time that (x) constitute SpinCo Liabilities (other than those incurred by a member of the RemainCo Group) or (y) are otherwise incurred by a member of the SpinCo Group, in each case to the extent relating to, accruing, arising out of or resulting from occurrences, acts, omissions or other matters prior to the Effective Time, and to the extent any rights to insurance coverage applicable to those Liabilities are available under any Accessible DWDP Insurance Policy and access to such Accessible DWDP Insurance Policy is available to "AgCo" (as defined in the DWDP SDA) and/or members of the "AgCo Group" (as defined in the DWDP SDA) pursuant to Article XI of the DWDP SDA, and subject to the terms and conditions of the Accessible DWDP Insurance Policy:

(i) any rights to such insurance coverage earlier assigned to the RemainCo Group pursuant to the DWDP SDA are hereby partially assigned by RemainCo (on behalf of itself and the applicable members of its Group) to the applicable members of the SpinCo Group on that same date, to the extent permissible under applicable Law, the DWDP SDA and any Accessible DWDP Insurance Policy, as applicable, to enable such insurance rights to respond to corresponding liabilities that become the financial responsibility of SpinCo by virtue of this Agreement; and

(ii) to the extent permitted under such Accessible DWDP Insurance Policy, applicable Law and the DWDP SDA, RemainCo shall, or shall cause the applicable member of its Group to, provide the applicable member of the SpinCo Group with, from and after the Effective Time, access to and the right to make claims under, the applicable Accessible DWDP Insurance Policy; provided that such access to, and the right to make claims under, the applicable Accessible DWDP Insurance Policy shall be subject to the terms, conditions and exclusions of such policy, including any notice or reporting requirements under the occurrence-reported excess general liability insurance policies, any limits on coverage or scope, any claims made by "AgCo" (as defined in the DWDP SDA) and/or members of the "AgCo Group" (as defined in the DWDP SDA) under an Accessible DWDP Insurance Policy prior to the Effective Time (each, a "Prior AgCo Claim"), and any deductibles, retentions, retrospective premiums, and other chargeback amounts, fees, costs and expenses and subject to the terms of the DWDP SDA , and shall be subject further to the following:

(A) to the extent permitted under such Accessible DWDP Insurance Policy and the DWDP SDA, the applicable member of the SpinCo Group shall be responsible for the submission, administration and management of any such claims under such Accessible DWDP Insurance Policy; provided that SpinCo shall provide reasonable written notice to RemainCo, or the applicable member of its Group, prior to submitting any such claim;

(B) if such Accessible DWDP Insurance Policy or the DWDP SDA, as applicable, does not permit the applicable members of the SpinCo Group to directly submit claims thereunder, SpinCo shall, or shall cause the applicable member of its Group to, report any such claims under such Accessible DWDP Insurance Policy as soon as reasonably practicable to RemainCo, and RemainCo shall, or shall cause the applicable member of its Group to, submit such claims directly to the applicable insurer(s) on behalf of the applicable member of the SpinCo Group, to the extent permitted by applicable Law, the DWDP SDA and the Accessible DWDP Insurance Policy, as applicable; provided that with respect to any such claims, SpinCo (or the applicable member of its Group) shall (I) be responsible for (1) the preparation of any documents that are required for the submission of such claims and (2) the administration and management of such claims after submission, and (II) provide RemainCo, or the applicable member of its Group, with such documents or other information necessary for the submission of such claims by RemainCo, or the applicable member of its Group, on behalf of SpinCo or the applicable member of its Group;

(C) the members of the RemainCo Group shall reasonably cooperate with the applicable members of the SpinCo Group in the pursuit of any such claims under such Accessible DWDP Insurance Policies, including by providing the applicable members of the SpinCo Group with commercially reasonable access

to the applicable Accessible DWDP Insurance Policy(ies) upon the written request of SpinCo and promptly remitting insurance proceeds to the applicable members of the SpinCo Group;

(D) SpinCo (or the applicable member of its Group) shall be responsible for any payments to the applicable Accessible DWDP Insurance Policy insurer(s) under such Accessible DWDP Insurance Policy relating to SpinCo's (or the applicable member of its Group's) claims submissions, and shall indemnify, hold harmless and reimburse RemainCo (and the applicable member of its Group) for any losses, liabilities, costs or expenses incurred or payable by RemainCo (or any member of its Group) to the extent resulting from any access to, or any claims made by SpinCo (or any member of its Group) under, any such Accessible DWDP Insurance Policy in accordance with this Article VI and the DWDP SDA, including any deductibles, retentions, retrospective premiums and other chargeback amounts, fees, costs and expenses, indemnity payments, settlements, judgments, attorneys' fees, Allocated claims expenses and claim handling fees, whether such claims are submitted directly or indirectly by SpinCo (or a member of its Group), or its or their employees or third parties;

(E) SpinCo (or the applicable member of its Group) shall bear (and none of the RemainCo Group shall have any obligation to repay or reimburse the SpinCo Group for) and shall be liable for all excluded, uninsured, uncovered, unavailable or uncollectible amounts of all such claims directly or indirectly made by SpinCo (or any members of its Group) under such Accessible DWDP Insurance Policy (unless otherwise constituting a RemainCo Liability); and

(F) no member of the SpinCo Group, in connection with making a claim under any such Accessible DWDP Insurance Policy pursuant to this Article VI and Section 6.4, shall take any action or fail to take any action that the SpinCo Group member reasonably determines would be reasonably likely to (I) have a material adverse impact on the then-current relationship between any member of the RemainCo Group, "SpecCo Group" or "MatCo Group" (other than the "Dow Insurer") (as each such term is defined in the DWDP SDA), on the one hand (as applicable), and the applicable Insurer(s), on the other hand; (II) result in the applicable Insurer(s) terminating or reducing coverage for, or increasing the amount of any premium owed by, any member of the RemainCo Group, "SpecCo Group" or "MatCo Group" (other than the "Dow Insurer") (as each such term is defined in the DWDP SDA) under such policy (as applicable); (III) otherwise materially compromise, jeopardize or interfere with the rights of any member of the RemainCo Group, "SpecCo Group" or "MatCo Group" (other than the "Dow Insurer") (as each such term is defined in the DWDP SDA) (as applicable) under such policy; or (IV) otherwise materially compromise or impair the ability of RemainCo, "SpecCo" or "MatCo" (other than the "Dow Insurer") (as each such term is defined in the DWDP SDA) to enforce its rights with respect to any indemnification under or arising out of this Agreement or the DWDP SDA, as applicable, and RemainCo shall have the right to cause SpinCo to desist, or cause any other member of the SpinCo Group to desist, from any action that RemainCo reasonably determines would compromise or impair its rights in accordance with this clause (IV) or the rights of "SpecCo" or "MatCo" (other than the "Dow Insurer") (as each such term is defined in the DWDP SDA), as applicable.

(b) Nothing contained in this Agreement or Section 6.4 shall be considered an assignment or attempted assignment of any insurance policy in its entirety (as opposed to an assignment of rights and proceeds under a policy) or of the DWDP SDA, in whole or in part, nor is it considered to be itself a contract of insurance, and further, this Agreement shall not be construed to waive any right or remedy of any Party or any members of their respective Groups under or with respect to any Accessible DWDP Insurance Policy and related programs, or any other contract or policy of insurance, and any Party or any member of their respective Groups reserve all their rights thereunder.

(c) In the event of any Action by or against members of both Groups to recover Insurance Proceeds under an Accessible DWDP Insurance Policy with respect to claims that relate to the same or related occurrences, acts, omissions or other matters, to the extent permitted by the DWDP SDA and applicable Law, RemainCo or SpinCo (or the applicable member of their respective Groups), as applicable, may jointly prosecute or defend any such Action, in which case each Party shall, and shall cause the other members of its Group to, waive any conflict of interest to the extent necessary to conduct such joint prosecution or defense.

(d) Notwithstanding the foregoing in this Article VI and Section 6.4, and for the avoidance of doubt, at no time shall RemainCo or any member of the RemainCo Group be required or obligated to provide any benefit to SpinCo or any member of its Group under, or otherwise take any action under this Agreement with respect

to, any Accessible DWDP Insurance Policy to the extent not otherwise permitted or available to RemainCo under the DWDP SDA.

(e) Prior AgCo Claims shall take priority over any claims made by any member of the SpinCo Group from and after the Effective Time.

Section 6.5 SpinCo Status. SpinCo and each member of the SpinCo Group as of the Distribution Date shall be, for all purposes of the Prior Transaction Agreements, members of the "AgCo Group" and "AgCo Indemnitees" (each, as defined in the DWDP SDA), and shall continue to be members of the AgCo Group and AgCo Indemnitees following the Distribution Date; provided, however, that SpinCo shall, and shall cause each member of the SpinCo Group to, exercise any rights as a member of the AgCo Group or an AgCo Indemnitee under the Prior Transaction Agreements only in accordance with this Article VI.

Section 6.6 Tax Matters. To the extent of any conflict between this Article VI and the Tax Matters Agreement, the Tax Matters Agreement shall govern.

ARTICLE VII

LEGACY LIABILITIES

Section 7.1 Management of Legacy Liabilities.

(a) Subject to Section 7.1(b), RemainCo has and shall have, on behalf of (x) itself and the other members of the RemainCo Group and (y) SpinCo and the other members of the SpinCo Group and its and their past, present and future Affiliates, and SpinCo, on behalf of itself and the other members of the SpinCo Group (and its and their past, present and future Affiliates), hereby agrees that RemainCo has and shall have such sole and exclusive authority to (i) commence, notice, prosecute, manage, control, conduct, administer, handle, manage, defend (or assume the defense of), litigate, arbitrate, mediate, settle, resolve, dispose of, cover or otherwise determine all matters whatsoever (including, as applicable, litigation strategy and choice of legal counsel or other professionals and any amendment, modification or supplement to any Contract (including Contracts with third parties and those Contracts listed on Schedule 7.1(a)) related to Legacy Liabilities) with respect to any Action or Third Party Claim related to, arising out of or resulting from any Legacy Liability; (ii) cover, make, submit, notice, control, conduct, administer, handle, manage, settle, prosecute, litigate, arbitrate, mediate, resolve, dispose of or otherwise determine all matters whatsoever with respect to any insurance claims or any other matters under or relating to any Policies (whether any such Policy is in existence or in effect, prior to, at or following the time of the Distribution) related to, arising out of or resulting from any Legacy Liability; and (iii) cover, make, submit, notice, control, conduct, administer, handle, manage, settle, prosecute, litigate, arbitrate, mediate, resolve, dispose of or otherwise determine claims against third parties who have agreed to indemnify any members of the RemainCo Group, the SpinCo Group, or any of their respective past, present or future Affiliates, against any Indemnifiable Losses or other Liabilities related to, arising out of or resulting from any Legacy Liability, including any claims against third parties pursuant to the indemnification provisions of the Prior Transaction Agreements, in each of clauses (i), (ii) and (iii), including any Action or Third Party Claim related to, arising out of or resulting from (A) any alleged Liability that, if determined to be true, would constitute a Legacy Liability and (B) any other Liability that RemainCo believes in good faith would constitute a Legacy Liability, in each case, until such time as an Arbitral Tribunal finally determines (in accordance with Article X) that such Liability does not constitute a Legacy Liability pursuant to this Agreement. For the avoidance of doubt, the consent of SpinCo or the other members of the SpinCo Group shall not be required in respect of the matters or actions (or inactions) described in this Section 7.1(a).

(b) SpinCo shall, and shall cause the other members of its Group (and its and their respective then-Affiliates) to, cooperate fully with RemainCo in its management of any of such Legacy Liability, including with respect to any action (including the commencement of any Action) by RemainCo (or any member of its Group and its and their respective then-Affiliates) and omitting from taking any action that would be reasonably likely to interfere with or adversely affect the rights and powers of RemainCo pursuant to this Article VII, and shall take such actions in connection therewith that RemainCo reasonably requests (including providing access to SpinCo's Records and employees (and those of the other members of its Group and its and their respective then-Affiliates) as set forth in Section 7.3).

(c) In the event RemainCo disputes whether any Liability constitutes a Legacy Liability, RemainCo may, but shall not be obligated to, commence prosecution or other assertion of such claim or right pending resolution of such dispute. In the event that RemainCo commences any such prosecution or assertion and, upon resolution of the dispute (pursuant to Article X), it is determined that such Liability does not constitute a Legacy Liability and that such Liability constitutes a SpinCo Liability pursuant to the provisions of this Agreement, RemainCo shall cease the prosecution or assertion of such right or claim and the applicable Parties shall cooperate to transfer the control thereof to SpinCo (unless otherwise agreed in writing by SpinCo and RemainCo). In such event, SpinCo shall promptly indemnify or reimburse, as applicable, RemainCo for all out-of-pocket costs and expenses incurred by the RemainCo Indemnitees to such date in connection with the prosecution or assertion of such claim or right.

Section 7.2 Access to Information; Certain Services; Expenses.

(a) Access to Information and Employees by RemainCo. In connection with the matters set forth in Section 7.1, SpinCo shall make readily available to and afford to RemainCo and its authorized accountants, counsel and other designated representatives reasonable access during normal business hours upon reasonable prior notice, subject to appropriate restrictions for classified, privileged or confidential information, to the employees (including, if applicable, as witnesses in any Action), properties and Information of SpinCo and the members of its Group insofar as such access relates to the relevant Legacy Liability; it being understood by the Parties that such access as well as any services provided pursuant to Section 7.2(b) may require a significant time commitment on the part of SpinCo's employees and that any such commitment shall not otherwise limit any of the rights or obligations set forth in this Article VII. Nothing in this Section 7.2(a) shall require SpinCo to violate any Law or any Contract with any third party regarding the confidentiality of confidential and proprietary information relating to that third party or its business; provided, however, that in the event that access to or the provision of any such Information would violate a Contract with a third party, SpinCo shall use commercially reasonable efforts to seek to obtain such third party's Consent to the disclosure of such Information.

(b) Certain Services. SpinCo shall make available to RemainCo, upon reasonable written request, SpinCo's and its Subsidiaries' officers, directors, employees and agents to assist in the management (including, if applicable, as witnesses in any Action) of any Legacy Liabilities to the extent that such Persons may reasonably be required in connection with the prosecution, defense or day-to-day management of any Legacy Liability.

(c) Costs and Expenses Relating to Access by RemainCo. Except as otherwise provided in any Ancillary Agreement, any actual out-of-pocket costs and expenses incurred directly or indirectly by SpinCo affording access and other services pursuant to this Section 7.2 shall be the responsibility of RemainCo.

Section 7.3 Notice Relating to Legacy Liabilities.

(a) In the event that SpinCo or any member of its Group (or any of their respective then-Affiliates), obtains knowledge of any matter reasonably relevant to RemainCo's ongoing or future management, prosecution, defense and/or administration of any Legacy Liability, SpinCo shall promptly (but in any event within fifteen (15) days of obtaining such knowledge, unless, by its nature the subject matter of such notice would require earlier notice) notify RemainCo of any such matter (setting forth in reasonable detail the subject matter thereof); 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.

(b) In the event that any of the Parties disagrees whether a claim, obligation or Liability is a Legacy Liability or whether such claim, obligation or Liability constitutes a Liability Allocated to one of the Parties (or its Group) pursuant to this Agreement, then (i) such matter shall be resolved pursuant to and in accordance with the dispute resolution provisions set forth in Article X and (ii) neither Party shall be required to indemnify the other Party in accordance with Article VIII until such matter has been so resolved.

Section 7.4 Cooperation with Governmental Entity. If, in connection with any Legacy Liability, SpinCo (or any member of its Group or its or their respective then-Affiliates) is required by Law to respond to and/or cooperate with a Governmental Entity, SpinCo (and/or any applicable member of its Group and any of its or their respective and applicable then-Affiliates) shall be entitled to cooperate and respond to such Governmental Entity

after, to the extent practicable under the specific circumstances, SpinCo has consulted with the RemainCo regarding such Legacy Liability, and provided RemainCo meaningful opportunity for review and given due consideration to reasonable comment by RemainCo; provided that to the extent such consultation and meaningful opportunity for review was not practicable, SpinCo shall promptly inform RemainCo of such cooperation and/or response to the Governmental Entity and the subject matter thereof; provided, further, that, in connection with such cooperation and/or response, SpinCo shall in good faith use its reasonable best efforts to avoid adverse effects on RemainCo.

Section 7.5 Conflict. In the event of any conflict between Article VII, on the one hand, and Article VI, Article VIII, Article IX or Article XI, on the other hand, with respect to the matters therein, the terms and conditions of Article VII shall govern, except for Section 8.6(a), Section 8.10 and Section 8.11.

Section 7.6 Legacy Liability Actions.

(a) Each of RemainCo and SpinCo agrees on behalf of itself and the other members of its Group that at all times from and after the Effective Time, if any Action (other than an Allocation Action) relating to, arising out of or resulting from any Legacy Liability (and not any Assets or Liabilities that the SpinCo Group has been Allocated pursuant to this Agreement) is commenced by any Person who is not a member of the SpinCo Group or the RemainCo Group (each, a "Legacy Liability Action") naming SpinCo (or member of its Group or their respective then-Affiliates) a defendant, then, for the avoidance of doubt, Section 8.6(d) shall apply to such Legacy Liability Action; provided that nothing in this Section 7.6(a) shall require RemainCo or any member of the RemainCo Group to take any action that would, in RemainCo's reasonable judgment, prejudice in any material respect the defense of such Legacy Liability Action.

(b) If any member of the SpinCo Group or any of its respective Affiliates incurs any Indemnifiable Losses to the extent related to, arising out of or resulting from any Legacy Liability Action, RemainCo shall, and shall cause the applicable members of the RemainCo Group to, indemnify the applicable SpinCo Group member for all such Indemnifiable Losses in accordance with Article VIII.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Release of Pre-Distribution Claims.

(a) Except (i) as provided in Section 8.1(b), (ii) as may be otherwise expressly provided in this Agreement or in any Ancillary Agreement and (iii) for any matter for which any Indemnitee is entitled to indemnification pursuant to this Article VIII, each Party, on behalf of itself and each member of its Group, and to the extent permitted by Law, all Persons who at any time prior to the Effective Time were directors, officers, agents or employees of any member of its Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, do hereby irrevocably, but effective at the Effective Time and conditioned upon the occurrence of the Distribution, remise, release and forever discharge the other Party and the other members of such other Party's Group and their respective successors and all Persons who at any time prior to the Effective Time were shareholders, directors, officers or employees of any member of such other Party's Group (in their capacity as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at Law or in equity, whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Effective Time, including in connection with the Transactions and any of the other transactions contemplated hereunder and under the Ancillary Agreements; provided, however, that no employee shall be remised, released and discharged to the extent that such Liability relates to, arises out of or results from intentional misconduct by such employee.

(b) Nothing contained in this Agreement, including Section 8.1(a) or Section 2.4, shall impair or otherwise affect any right of any Party, any member of either Group, or any Party's or member of a Group's respective heirs, executors, administrators, successors and assigns to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that continue in effect after the

Effective Time pursuant to the terms of this Agreement or any Ancillary Agreement. In addition, nothing contained in Section 8.1(a) shall release any Person from:

(i) any Liability Allocated to a Party or a member of such Party's Group pursuant to or as contemplated by, or any other Liability of any member of such Group under, this Agreement or any Ancillary Agreement, including (A) with respect to SpinCo, any SpinCo Liability, and (B) with respect to RemainCo, any RemainCo Liability;

(ii) any Liability under any Continuing Arrangements or any Other Surviving Intergroup Account;

(iii) any Liability that the Parties may have with respect to indemnification pursuant to this Agreement or any Ancillary Agreement or otherwise for claims or Actions brought against any Indemnitee by third parties, which Liability shall be governed by the provisions of this Agreement and, in particular, this Article VIII, or, in the case of any Liability arising out of an Ancillary Agreement, the applicable provisions of such Ancillary Agreement; or

(iv) any Liability the release of which would result in a release of any Person other than the Persons released pursuant to Section 8.1(a); provided that the Parties agree not to bring any Action or permit any other member of their respective Groups to bring any Action against a Person released pursuant to Section 8.1(a) with respect to such Liability.

In addition, nothing contained in Section 8.1(a) shall release (x) RemainCo from indemnifying any director, officer or employee of SpinCo who was a director, officer or employee of RemainCo or any of its Subsidiaries on or prior to the Effective Time, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to obligations existing prior to the Effective Time; it being understood that if the underlying obligation giving rise to such Action is a SpinCo Liability, SpinCo shall indemnify RemainCo for such Liability (including RemainCo's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VIII, and (y) SpinCo from indemnifying any director, officer or employee of RemainCo who was a director, officer or employee of SpinCo or any of its Subsidiaries at or prior to the Effective Time, as the case may be, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to obligations existing prior to the Effective Time; it being understood that if the underlying obligation giving rise to such Action is a RemainCo Liability, RemainCo shall indemnify SpinCo for such Liability (including SpinCo's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VIII.

(c) From and after the Effective Time, each Party shall not, and shall not permit any member of its Group, or any of their respective Affiliates, to, make any (or fail to withdraw any previously existing) claim, demand or offset, or commence any (or fail to withdraw any previously existing) Action asserting any claim, demand or offset, including any claim for indemnification, against the other Party or any member of such other Party's Group, or any other Person released pursuant to Section 8.1(a) or their respective successors with respect to any Liabilities released pursuant to Section 8.1(a).

(d) It is the intent of each Party, by virtue of the provisions of this Section 8.1, to provide for, at the Effective Time, a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed at or before the Effective Time, whether known or unknown, between any Party (and/or a member of such Party's Group), on the one hand, and the other Party (and/or a member of such Party's Group), on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members at or before the Effective Time), except as specifically set forth in Sections 8.1(a) and 8.1(b). At any time, at the reasonable request of the other Party, each Party shall cause each member of its Group and, to the extent practicable, each other Person on whose behalf it released Liabilities pursuant to this Section 8.1 to execute and deliver releases reflecting the provisions hereof.

Section 8.2 Indemnification by RemainCo. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement,

following the Effective Time, RemainCo shall, and shall cause the other members of the RemainCo Group to, indemnify, defend and hold harmless the SpinCo Indemnitees from and against any and all Indemnifiable Losses of the SpinCo Indemnitees, to the extent relating to, arising out of or resulting from (a) the RemainCo Liabilities or any Third Party Claim that would, if resolved in favor of the claimant, constitute a RemainCo Liability or (b) any breach by RemainCo of any provision of this Agreement, in each case, excluding any payment obligations of any SpinCo Indemnitee arising out of self-insurance policies, fronted insurance policies or captive insurance policies maintained by the SpinCo Group to which any member of the RemainCo Group has access pursuant to Section 11.1(b).

Section 8.3 Indemnification by SpinCo. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement, following the Effective Time, SpinCo shall, and shall cause the other members of the SpinCo Group to, indemnify, defend and hold harmless the RemainCo Indemnitees from and against any and all Indemnifiable Losses of the RemainCo Indemnitees, to the extent relating to, arising out of or resulting from (a) the SpinCo Liabilities or any Third Party Claim that would, if resolved in favor of the claimant, constitute a SpinCo Liability or (b) any breach by SpinCo of any provision of this Agreement, in each case, excluding any payment obligations of any RemainCo Indemnitee arising out of self-insurance policies, fronted insurance policies or captive insurance policies maintained by the RemainCo Group to which any member of the SpinCo Group has access pursuant to Section 11.1(a).

Section 8.4 Procedures for Third Party Claims.

(a) Subject to Section 8.4(g) (*Pending Third Party Claims*) and Section 8.4(h) (*Shared Liability Third Party Claims*), if an Action is made against a RemainCo Indemnitee or a SpinCo Indemnitee (each, an "Indemnitee") by any Person who is not a member of the SpinCo Group or the RemainCo Group (a "Third Party Claim") as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement, such Indemnitee shall notify the Party which is or may be required pursuant to this Article VIII to make such indemnification (the "Indemnifying Party") in writing, and in reasonable detail, of such Third Party Claim as promptly as practicable (and in any event within fifteen (15) days) after receipt by such Indemnitee of written notice of such Third Party Claim; provided, however, that the failure to provide notice of any such Third Party Claim pursuant to this sentence shall not release the Indemnifying Party from any of its obligations under this Article VIII except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure. Thereafter, the Indemnitee shall deliver to the Indemnifying Party, as promptly as practicable (and in any event within five (5) Business Days) after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to such Third Party Claim.

(b) Other than in the case of (i) a Shared Liability Third Party Claim or an Allocation Action (the defense of which shall be separately but cooperatively managed by the Parties as provided in Section 8.4(h) and Section 8.6(a), respectively), (ii) a Legacy Liability (the defense of which shall be controlled by RemainCo as provided in Article VII), (iii) a Response Action (the defense of which shall be controlled by RemainCo or SpinCo as provided in Section 8.10) or (iv) indemnification by a beneficiary Party of a guarantor Party pursuant to Section 2.10(c) (the defense of which shall be controlled by the beneficiary Party), (A) an Indemnifying Party shall be entitled (but shall not be required) to assume and control the defense of any Third Party Claim and (B) if an Indemnifying Party does not assume and control the defense of such Third Party Claim, such Indemnifying Party shall be entitled (but shall not be required) to participate in the defense of such Third Party Claim, in each case, at such Indemnifying Party's own cost and expense and by such Indemnifying Party's own counsel that is reasonably acceptable to the applicable Indemnitees (after consultation in good faith with the applicable Indemnitees), if it gives prior written notice of its intention to do so to the applicable Indemnitees within thirty (30) days of the Indemnifying Party's receipt of notice of the relevant Third Party Claim from the applicable Indemnitees pursuant to Section 8.4(a); provided, however, that the Indemnifying Party shall not be entitled to assume and control the defense of any such Third Party Claim pursuant to this Section 8.4(b) to the extent such Third Party Claim (x) is an allegation of a criminal violation, (y) seeks injunctive, equitable or other relief other than monetary damages against the Indemnitee (provided that such Indemnitee shall reasonably cooperate with the Indemnifying Party, at the request of the Indemnifying Party, in seeking to separate any such claims from any related claim for monetary damages if this clause (y) is the sole reason that such Third Party Claim is a Non-Assumable Third Party Claim) or (z) is made by a Governmental Entity, in the case of the foregoing clause (z), excluding any Third Party Claim set forth on Schedule 8.4(b) (the foregoing clauses (x), (y) and (z), the "Non-Assumable Third Party Claims"). After notice from an Indemnifying Party to an Indemnitee of the Indemnifying Party's election to assume and control the defense of such Third Party Claim pursuant to this

Section 8.4(b), such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, at its own expense and, in any event, shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent Information, materials and other information in such Indemnitee's possession or under such Indemnitee's control relating thereto as are reasonably required by the Indemnifying Party; provided, however, that in the event a conflict of interest exists, or is reasonably likely to exist, that would make it inappropriate in the reasonable judgment of the applicable Indemnitee(s) for the same counsel to represent both the Indemnifying Party and the applicable Indemnitee(s), such Indemnitee(s) shall be entitled to retain, at the Indemnifying Party's expense, separate counsel as required by the applicable rules of professional conduct with respect to such matter. In the event that the Indemnifying Party exercises the right to assume and control the defense of any such Third Party Claim as provided in this Section 8.4(b), (I) the Indemnifying Party shall keep the Indemnitee(s) apprised of all material developments in such defense, (II) the Indemnifying Party shall not withdraw from the defense of such Third Party Claim without providing advance notice to the Indemnitee(s) reasonably sufficient to allow the Indemnitee(s) to prepare to assume and control the defense of such Third Party Claim, and (III) the Indemnifying Party shall conduct the defense of such Third Party Claim actively and diligently, including the posting of any bonds or other security required in connection with the defense of such Third Party Claim. Notwithstanding anything in this Section 8.4 to the contrary, for the avoidance of doubt, the defense of any Third Party Claims in respect of Legacy Liabilities shall be controlled by RemainCo in accordance with, and subject to, Article VII.

(c) Other than in the case of a Legacy Liability or a Non-Assumable Third Party Claim, if an Indemnifying Party elects not to assume and control the defense a Third Party Claim or fails to notify an Indemnitee of its election as provided in Section 8.4(b), or if the Indemnifying Party fails to actively and diligently defend such Third Party Claim (including by withdrawing or threatening to withdraw from the defense thereof), the applicable Indemnitee(s) may defend such Third Party Claim at the cost and expense of the Indemnifying Party. If the Indemnitee is conducting the defense of any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnitee in such defense and make available to the Indemnitee, at the Indemnifying Party's expense, all witnesses, pertinent Information, material and information in such Indemnifying Party's possession or under such Indemnifying Party's control relating thereto as are reasonably required by the Indemnitee pursuant to a joint defense agreement to be entered into by Indemnitee and the Indemnifying Party.

(d) Other than any Third Party Claim that is in respect of a Legacy Liability, which with respect to the subject matter of this Section 8.4(d) shall be governed by Article VII, no Indemnitee may admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge any Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. If an Indemnifying Party has failed to assume the defense of any such Third Party Claim, it shall not be a defense to any obligation to pay any amount in respect of such Third Party Claim that the Indemnifying Party was not consulted in the defense thereof, that such Indemnifying Party's views or opinions as to the conduct of such defense were not accepted or adopted, that such Indemnifying Party does not approve of the quality or manner of the defense thereof or that such Third Party Claim was incurred by reason of a settlement rather than by a judgment or other determination of liability.

(e) In the case of a Third Party Claim (except for any Third Party Claim that is in respect of a Legacy Liability, which with respect to the subject matter of this Section 8.4(e) shall be governed by Article VII), the Indemnifying Party shall not admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge, the Third Party Claim without the prior written consent of the Indemnitee (which consent shall not be unreasonably withheld, conditioned or delayed) unless such settlement or judgment (i) completely and unconditionally releases the Indemnitee in connection with such matter, (ii) provides relief consisting solely of money damages borne by the Indemnifying Party and (iii) does not involve any admission by the Indemnitee of any wrongdoing or violation of Law.

(f) Notwithstanding anything herein or in any Ancillary Agreement or any Conveyancing and Allocation Instrument to the contrary, other than (x) actions for specific performance or injunctive or other equitable relief pursuant to Section 12.18 and (y) the indemnification provisions in Section 2.2(d), Section 2.5(c), Section 2.10, Section 5.5, Section 6.2 and Section 6.4, (i) the indemnification provisions of this Article VIII shall be the sole and exclusive remedy of the Parties, the parties to the Conveyancing and Allocation Instruments and any Indemnitee for any breach of this Agreement or any Conveyancing and Allocation Instrument and for any failure to perform and

comply with any covenant or agreement in this Agreement or in any Conveyancing and Allocation Instrument; (ii) each Party and each Indemnitee expressly waives and relinquishes any and all rights, claims or remedies it may have with respect to the foregoing other than under this Article VIII against any Indemnifying Party; (iii) none of the Parties, the members of their respective Groups or any other Person may bring a claim under any Conveyancing and Allocation Instrument; (iv) any and all claims arising out of, resulting from, or in connection with the Internal Reorganization or the other transactions contemplated in this Agreement must be brought under and in accordance with the terms of this Agreement; and (v) no breach of this Agreement or any Conveyancing and Allocation Instrument shall give rise to any right on the part of any Party or party thereto, after the consummation of the Distribution, to rescind this Agreement, any Conveyancing and Allocation Instrument or any of the transactions contemplated hereby or thereby, except as expressly provided in Section 2.6(a) and Section 2.6(b); provided, however, that with respect to the Transactions the Parties may also bring claims arising under the Tax Matters Agreement under and in accordance with the Tax Matters Agreement and claims arising under the Employee Matters Agreement under and in accordance with the Employee Matters Agreement. Each Party shall cause the members of its Group to comply with this Section 8.4(f).

(g) The provisions of this Article VIII shall apply to Third Party Claims that are already pending or asserted as well as Third Party Claims brought or asserted after the Effective Time. There shall be no requirement under this Section 8.4 to give a notice with respect to the existence of any Third Party Claim that exists as of the Effective Time. Each Party on behalf of itself and each other member of its Group acknowledges that Liabilities for Actions (regardless of the parties to the Actions) may be partly RemainCo Liabilities and partly SpinCo Liabilities. If the Parties cannot agree on the Allocation of Liabilities for any such Actions, they shall resolve the matter of such Allocation pursuant to the procedures set forth in Article X. No Party shall, nor shall any Party permit the other members of its Group (or their respective then-Affiliates) to, file Third Party Claims or cross-claims against the other Party or any members of the other Group in an Action in which a Third Party Claim is being resolved.

(h) Subject to Section 8.4(g) (*Pending Third Party Claims*), if a Third Party Claim is made against any Party, or a member of such Party's Group, in respect of a Shared Liability (a "Shared Liability Third Party Claim"), such Party shall notify the other Party in writing, and in reasonable detail, of such Shared Liability Third Party Claim as promptly as practicable (and in any event within fifteen (15) days) after receipt by such Party of written notice of such Shared Liability Third Party Claim; provided, however, that the failure to provide notice of any such Shared Liability Third Party Claim pursuant to this sentence shall not release the other Party from any of its obligations under this Article VIII in respect of such Shared Liability Claim except and solely to the extent the other Party shall have been actually materially prejudiced as a result of such failure. Unless the Parties otherwise agree in writing, the applicable Shared Liability Manager shall assume and control the defense of any Shared Liability Third Party Claim, conduct such defense actively and diligently and keep the other Party apprised of all material developments in such defense. The other Party shall be entitled (but shall not be required) to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof and shall have the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Shared Liability Third Party Claim, including with regard to any drafts of notices and other conferences and communications, to the extent that such Party's participation does not affect any Privilege in a material and adverse manner. The other Party, in any event, shall cooperate with the Shared Liability Manager in such defense and make available to the Shared Liability Manager all witnesses, pertinent Information, materials and other information in the other Party's possession or under the other Party's control relating thereto as are reasonably required by the Shared Liability Manager pursuant to a joint defense agreement to be entered into by the Parties. Any amounts owed by either Party in respect of any Shared Liability Third Party Claim (including reimbursement for their respective out-of-pocket costs and expenses of counsel and of defending, or providing assistance to the Shared Liability Manager with respect to, any Shared Liability Third Party Claim, which shall include any out-of-pocket amounts with respect to a bond, prepayment or similar security or obligation required (or determined to be advisable by either Party) to be posted by either Party in respect of any claim) shall be shared by the Parties based on their respective Applicable Percentages. The Shared Liability Manager shall not admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge such Shared Liability Third Party Claim without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Similarly, the other Party shall not admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge, such Shared Liability Third Party Claim without the prior written consent of the Shared Liability Manager (which consent shall not be unreasonably withheld, conditioned or delayed).

(i) The provisions of this Article VIII shall not require either Party (or any member of its Group) to disclose any Information the disclosure of which would, in the reasonable judgment of such Party, (i) result in the loss or waiver of any attorney-client privilege, attorney work-product protection, joint defense privilege, common interest privilege or other Privilege (other than any Privilege that is a shared Privilege between the Parties pursuant to Section 9.7, which shall be governed by Section 9.7), (ii) violate any applicable Law, fiduciary duty or any binding obligation of confidentiality owed to an unaffiliated third party or (iii) waive any defense or protection from disclosure available under applicable Law; provided that such Party shall, and shall cause the other members of its Group to, use commercially reasonable efforts to provide such Information, or substantially equivalent Information, in a manner that does not give rise to any of the foregoing concerns (including by entering into joint defense or common interest agreements, redacting protected portions, or seeking the consent of the relevant third party).

Section 8.5 Procedures for Direct Claims. An Indemnitee shall give the Indemnifying Party written notice of any matter that an Indemnitee has determined has given or would reasonably be expected to give rise to a right of indemnification under this Agreement (other than a Third Party Claim which shall be governed by Section 8.4(a)), within thirty (30) days of such determination, stating the amount of the Indemnifiable Loss claimed, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed by such Indemnitee or arises; provided, however, that the failure to provide such written notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure.

Section 8.6 Cooperation in Defense and Settlement.

(a) Subject to Section 8.10 (*Environmental Matters*), any Third Party Claim in respect of the Allocation of Assets and Liabilities (other than any Liabilities described in clause (iii) of the definition of "Legacy Liabilities") pursuant to this Agreement, the DWDP SDA or the Chemours SDA shall be separately but cooperatively managed by the Parties (as opposed to a Third Party Claim in respect of the underlying Asset and/or Liability itself) (any such Action, an "Allocation Action"). The Parties shall, and shall cause the members of such Parties' respective Groups to, use reasonable best efforts to cooperate fully (including providing signatures required in connection with the resolution of any such Allocation Action in accordance with Section 8.4 and this Section 8.6) and maintain a joint defense (in a manner that will preserve for all Parties any Privilege). Notwithstanding anything to the contrary herein, the Parties may jointly retain counsel (in which case the cost of counsel shall be shared equally, or as otherwise reasonably agreed in writing, by the Parties) or retain separate counsel (in which case each Party shall bear the cost of its separate counsel) with respect to any such Allocation Action; provided that the Parties shall share equally any discovery costs and joint litigation costs. In any Allocation Action, each Party may pursue separate defenses, claims, counterclaims or settlements to those claims relating to their respective Business; provided that each Party shall in good faith use its reasonable best efforts to avoid adverse effects on the other Party. In the event that a member of each of the RemainCo Group and the SpinCo Group are not both named as parties to any Allocation Action, at the request of either Party, each Party shall, and shall cause the other members of its Group to, endeavor to add that Party that is not so named a party to such Allocation Action.

(b) With respect to any Third Party Claim (other than any Allocation Action or in respect of a Legacy Liability) that implicates both Parties (or any member of such Parties' respective Groups or their respective then-Affiliates) in a material respect (taking into account the provisions of this Article VIII), including due to the reasonably foreseeable impact on the Businesses of the relief sought or the responsibilities for management of defense and related indemnities pursuant to this Agreement, the Parties shall, and shall cause the members of such Parties' respective Groups to, use reasonable best efforts to cooperate fully (including providing signatures required in connection with the resolution of any such Third Party Claim in accordance with Section 8.4 and this Section 8.6) and maintain a joint defense (in a manner that will preserve for all Parties any Privilege). The Party that is not responsible for managing the defense of any such Third Party Claim shall be consulted with respect to significant matters relating thereto and may, if necessary or helpful, retain counsel to assist in the defense of such claims. Notwithstanding the foregoing, nothing in this Section 8.6(b) shall derogate from any Party's rights to control the defense of any Action in accordance with Section 8.4 or Section 8.6(a).

(c) (i) Notwithstanding anything to the contrary in this Agreement, with respect to any Third Party Claim where the resolution of such Third Party Claim by order, judgment, settlement or otherwise, would reasonably be expected to include any condition, limitation or other stipulation that would, in the reasonable judgment

of RemainCo, significantly and adversely impact the conduct of the RemainCo Business or result in a significant adverse change to any member of the RemainCo Group at shared locations where any member of the SpinCo Group and any member of the RemainCo Group have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies, RemainCo shall have, at RemainCo's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Third Party Claim, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by any member of the SpinCo Group to any third party involved in such Third Party Claim (including any Governmental Entity), to the extent that RemainCo's participation does not affect any Privilege in a material and adverse manner; provided that to the extent that any such Third Party Claim requires the submission by any member of the SpinCo Group of any Information relating to any current or former officer or director of any member of the RemainCo Group, such Information will only be submitted in a form approved by RemainCo in its reasonable discretion and (ii) notwithstanding anything to the contrary in this Agreement, with respect to any Third Party Claim where the resolution of such Third Party Claim by order, judgment, settlement or otherwise, would reasonably be expected to include any condition, limitation or other stipulation that would, in the reasonable judgment of SpinCo, significantly and adversely impact the conduct of the SpinCo Business or result in a significant adverse change to any member of the SpinCo Group at shared locations where any member of the SpinCo Group and any member of the RemainCo Group have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies, SpinCo shall have, at SpinCo's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Third Party Claim, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by any member of the RemainCo Group to any third party involved in such Third Party Claim (including any Governmental Entity), to the extent that SpinCo's participation does not affect any Privilege in a material and adverse manner; provided that to the extent that any such Third Party Claim requires the submission by any member of the RemainCo Group of any Information relating to any current or former officer or director of any member of the SpinCo Group, such Information will only be submitted in a form approved by SpinCo in its reasonable discretion. (A) With regard to the matters specified in the preceding clause (i), RemainCo shall have a right to consent to any compromise or settlement related thereto by any member of the SpinCo Group to the extent that the effect on any member of the RemainCo Group would reasonably be expected to result in a significant adverse effect on the financial condition or results of operations of RemainCo and its Subsidiaries at such time or the RemainCo Business conducted thereby at such time, taken as a whole, and such significant adverse effect would reasonably be expected to be greater with respect to the RemainCo Group, taken as a whole, than the effect on the SpinCo Group, taken as a whole, and (B) with regard to the matters specified in the preceding clause (ii), SpinCo shall have a right to consent to any compromise or settlement related thereto by any member of the RemainCo Group to the extent that the effect on any member of the SpinCo Group would reasonably be expected to result in a significant adverse effect on the financial condition or results of operations of SpinCo and its Subsidiaries at such time or the SpinCo Business conducted thereby at such time, taken as a whole, and such significant adverse effect would reasonably be expected to be greater with respect to the SpinCo Group, taken as a whole, than the effect on the RemainCo Group, taken as a whole.

(d) Each of RemainCo and SpinCo agrees on behalf of itself and the other members of its Group that at all times from and after the Effective Time, if an Action is commenced by any Person who is not a member of the SpinCo Group or the RemainCo Group with respect to which any named RemainCo Indemnitee or SpinCo Indemnitee is a nominal defendant and/or such Action is otherwise not a Liability Allocated to RemainCo (or the RemainCo Group) or SpinCo (or the SpinCo Group), respectively, under this Agreement, the Tax Matters Agreement or the Employee Matters Agreement, then the other Party shall use, and shall cause the other members of its Group to use, commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable (including using commercially reasonable efforts to petition the applicable court to remove such Indemnitee as a defendant) to the extent such Action relates solely to Assets or Liabilities that the other Party (or Group) has been Allocated pursuant to this Agreement, the Tax Matters Agreement or the Employee Matters Agreement. In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, each Party shall, and shall cause the other members of its Group to, endeavor to substitute the Indemnifying Party for the named defendant or add the Indemnifying Party as a defendant, if at all practicable and advisable under the circumstances. If such substitution or addition cannot be achieved for any reason or is not requested, management of the Action shall be determined as set forth in this Article VIII.

Section 8.7 Indemnification Payments. Indemnification required by this Article VIII shall be made by periodic payments of the amount of Indemnifiable Loss in a timely fashion during the course of the investigation or defense, as and when bills are received or an Indemnifiable Loss or Liability is incurred. The applicable Indemnitee shall deliver to the Indemnifying Party, upon request, reasonably satisfactory documentation setting forth the basis for the amount of such payments, including documentation with respect to calculations made and consideration of any Insurance Proceeds or Third Party Proceeds that actually reduce the amount of such Indemnifiable Losses; provided that the delivery of such documentation shall not be a condition to the payments described in the first sentence of this Section 8.7, but the failure to deliver such documentation may be the basis for the Indemnifying Party to contest whether the applicable Indemnifiable Loss or Liability was incurred by the applicable Indemnitee. Except as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Article VIII (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within thirty (30) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to SOFR (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 SOFR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which SpinCo and RemainCo shall jointly determine, each acting in good faith.

Section 8.8 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Any Indemnifiable Loss subject to indemnification pursuant to this Article VIII, including in respect of any Legacy Liability, shall be calculated (i) net of Insurance Proceeds that actually reduce the amount of the Indemnifiable Loss and (ii) net of any proceeds received by the Indemnitee from any third party (net of any deductible, retention amount or increased insurance premiums incurred by the Indemnifying Party in obtaining such recovery) for such Liability that actually reduce the amount of the Indemnifiable Loss ("Third Party Proceeds"). Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article VIII to any Indemnitee pursuant to this Article VIII shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Indemnifiable Loss. If an Indemnitee receives an Indemnity Payment and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties hereby agree that an insurer or other third party who would otherwise be obligated to pay any amount shall not be relieved of the responsibility with respect thereto and, solely by virtue of the indemnification provisions hereof, shall not have any subrogation rights with respect thereto, and that no insurer or any other third party shall be entitled to a "windfall" (*e.g.*, a benefit they would not otherwise be entitled to receive, or the reduction or elimination of an insurance coverage obligation that they would otherwise have, in the absence of the indemnification or release provisions) by virtue of any provision contained in this Agreement. Each Party shall, and shall cause the other members of its Group to, use commercially reasonable efforts to collect or recover, or allow the Indemnifying Party to collect or recover, or cooperate with each other in collecting or recovering, any Insurance Proceeds or any Third Party Proceeds to which the Indemnitee is entitled in connection with any Indemnifiable Loss for which the Indemnitee seeks indemnification pursuant to this Article VIII. Notwithstanding the foregoing, an Indemnifying Party may not delay making any indemnification payment required under the terms of this Agreement, or otherwise satisfying any indemnification obligation, pending the outcome of any efforts to collect or recover any such Insurance Proceeds or Third Party Proceeds, and an Indemnitee need not attempt to collect any such Insurance Proceeds or Third Party Proceeds prior to making a claim for indemnification or receiving any Indemnity Payment otherwise owed to it under this Agreement.

(c) No Indemnitee shall be entitled to any payment or indemnification more than once with respect to the same Indemnifiable Loss.

Section 8.9 Additional Matters; Survival of Indemnities.

(a) The indemnity agreements contained in this Article VIII shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee, (ii) the knowledge by the

Indemnitee of Indemnifiable Losses for which it might be entitled to indemnification hereunder and (iii) any termination of this Agreement. The indemnity agreements contained in this Article VIII shall survive the Distribution.

(b) The rights and obligations of any member of the RemainCo Group or any member of the SpinCo Group, in each case, under this Article VIII shall survive (i) the sale or other Transfer by either Party or its respective Subsidiaries of any Assets or businesses or the assignment by it of any Liabilities, with respect to any Indemnifiable Loss of any Indemnitee related to such Assets, businesses or Liabilities, and (ii) any merger, consolidation, business combination, restructuring, recapitalization, reorganization or similar transaction involving either Party or any of its Subsidiaries.

Section 8.10 Environmental Matters.

(a) Substitution. Except with respect to any Environmental Liability that constitutes a Legacy Liability, SpinCo and RemainCo, as the case may be, shall use reasonable best efforts (i) to obtain any Consents, transfers, assignments, assumptions, waivers or other legal instruments necessary to cause such Party or a member of its Group to be fully substituted for any member of the Group of the other Party or (ii) if full substitution is not permitted by any Governmental Entity with jurisdiction over the matter, to obtain any consents, assumptions, amendments, modifications or other legal instruments necessary to cause such Party or a member of its Group to be added as a responsible party, party or defendant, in each such case of the foregoing clauses (i) and (ii), with respect to any order, decree, judgment, agreement or Action that is in effect as of immediately prior to the Effective Time in connection with any Environmental Liability Allocated to by SpinCo or RemainCo, respectively, under this Agreement (including as relates to the DWDP SDA). SpinCo or RemainCo, as the case may be, shall inform third parties associated with such matter, including Governmental Entities, about the responsibility of the Party to which such Liability has been Allocated pursuant to this Agreement and request that such Persons direct all communications, requirements, notifications and/or official letters related to such matters to the Party to which such Liability has been Allocated. The members of such other Group (and their successors) shall use commercially reasonable efforts to provide necessary assistance or signatures to SpinCo or RemainCo, as the case may be, to achieve the purposes of this Section 8.10(a). With respect to any Environmental Liability that constitutes a Legacy Liability, RemainCo (or its designated Affiliate) or SpinCo (or its designated Affiliate) shall be the Performing Party (as defined below) in accordance with Section 8.10(b) and SpinCo and RemainCo shall use their reasonable best efforts to effect such substitutions and obtain such consents as may be required to have such Performing Party assume the control and performance of such matter in accordance with Section 8.10(b) and to inform any associated third parties consistent with this paragraph.

(b) Remediation Procedures.

(i) Other than as provided in Section 8.10(b)(ii), RemainCo shall be responsible for undertaking and controlling the response to any Environmental Liability that constitutes a Legacy Liability, including by undertaking and controlling any Response Action, subject to any right of (x) any member of the "SpecCo Group" or "MatCo Group" (as each such term is defined in the DWDP SDA) to undertake such Response Action pursuant to the DWDP SDA or (y) any other third parties to the extent that the right to undertake such Response Action was given to such third party pursuant to an agreement existing prior to the Effective Time.

(ii) With respect to any Environmental Liability that constitutes a Legacy Liability arising out of, resulting from or relating to those sites where a member of the SpinCo Group is the Relevant Site Party as of the Effective Time, SpinCo shall be responsible for undertaking the Response Action, at the direction of RemainCo (subject to RemainCo's sole and exclusive authority and other rights over or related to such matters pursuant to Section 7.1), subject to any right of any third parties to the extent that the right to undertake such Response Action was given to such third party pursuant to an agreement existing prior to the Distribution.

(iii) With respect to any Environmental Liability that does not constitute a Legacy Liability, except as provided below, the Parties shall follow the general procedures for indemnification set forth in this Article VIII with respect to any claim for indemnification pursuant to Sections 8.2 or 8.3; provided that, to the extent of any Environmental Liability relating to investigation or remediation of any

contaminated environmental media, where the owner or primary tenant of the impacted property is not a member of the Group of the Party to which such liability for investigation or remediation has been Allocated, then, assuming the Indemnifying Party has acknowledged in writing that it is obligated to provide indemnification pursuant to Section 8.2 or Section 8.3 with respect to such liability, such Indemnifying Party (and members of its Group) shall be entitled (but shall not be required) to undertake and control the Response Action, subject to any right of any other third parties to the extent that the right to undertake such Response Action was given to such third party pursuant to an agreement existing prior to the Effective Time.

(iv) The Party (and members of its Group) undertaking and controlling the Response Action pursuant to the foregoing clauses (i) through (iii) shall be referred to as the "Performing Party".

(c) If the Performing Party is not both (x) the Relevant Site Party and (y) the only Party whose Group is using such real property, the following conditions shall apply to the performance of any Response Action:

(i) the Performing Party shall take reasonable precautions to minimize any interference with or disruption of the operations of the property owners and/or any other parties that have operations at the site (including third-parties) (each such party that is a member of either Group, a "Non-Performing Impacted Party"), including obtaining the owner's and/or the other operating parties', as applicable, prior written Consent to any Response Action that would reasonably be expected to substantially interfere with or disrupt the operations of such Person at the affected real property, which Consent shall not be unreasonably withheld, conditioned or delayed;

(ii) if a member of a Group other than that of the Performing Party is the owner of the real property (or, if such real property is leased or sub-leased from a Person who is not a member of the SpinCo Group or RemainCo Group, the primary tenant (or sub-tenant) of such real property as between the SpinCo Group or RemainCo Group) or otherwise has operational control of the impacted property (a "Non-Performing Site Controller"), such Non-Performing Site Controller shall, and shall cause the other members of the Group to, provide reasonable access to, and reasonably cooperate with, the Performing Party in its performance of such Response Action, it being understood that such cooperation shall in no event in and of itself require any Non-Performing Impacted Party or Non-Performing Site Controller to incur any out-of-pocket expenses;

(iii) the Performing Party shall use reasonable efforts to avoid and minimize any harm to any persons or damage to real or personal property, and shall be responsible for any harm or damages resulting from the performance of any such Response Action, except to the extent such harm or damage results from the negligence or willful misconduct of such other Party or any member of its Group or any of their respective representatives; and

(iv) all required Response Actions shall be diligently and expeditiously performed in compliance with all applicable Laws, including Environmental Laws and worker health and safety Laws.

(v) the Performing Party shall (i) notify each Non-Performing Impacted Party and Non-Performing Site Controller prior to commencing or performing any Response Actions (other than for any such Response Action that the Performing Party reasonably deems necessary to prevent the occurrence of, or mitigate the existence of, emergency conditions or to address an imminent or substantial risk to human health or safety, in which case notification will be made as promptly as practicable), (ii) keep each Non-Performing Impacted Party and Non-Performing Site Controller reasonably informed of the progress of any Response Actions and provide copies of any final, proposed response, remediation, investigation or sampling plans and the results of sampling and analysis (including any final status reports of work in progress or other final reports), in each case required to be submitted to any Governmental Entity or third party, (iii) provide each Non-Performing Impacted Party and Non-Performing Site Controller, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, with a reasonable opportunity to review and comment on any material proposed response, remediation, investigation or sampling plans prior to submission to a Governmental Entity, (iv) provide each Non-Performing Impacted Party and Non-Performing Site Controller with the opportunity to attend, as an observer, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, any planned meeting with any

Governmental Entity regarding a Response Action (provided that the Governmental Entity does not object) and (v) provide each Non-Performing Impacted Party and Non-Performing Site Controller an opportunity to observe, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, any Response Action (other than Response Actions consisting of routine sampling, monitoring, maintenance or similar activities performed in the ordinary course) and to obtain, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, splits of any samples obtained in the course of conducting any Response Action.

(d) Subject to Section 8.10(e), all Response Actions subject to indemnification under this Article VIII shall meet the least stringent applicable standards, regulations, or requirements of Law, including Environmental Law, applicable at the time of such Response Action or, where an applicable Governmental Entity with or asserting jurisdiction is supervising such Response Action, required by such Governmental Entity, that are consistent with the industrial or commercial use of the property as of immediately prior to the Effective Time and any applicable terms of the relevant lease or similar site-specific agreement, in each such case, as of the time of such Response Action (the "Appropriate Remediation Standard"). In furtherance of and to the extent consistent with the foregoing, each Party (on behalf of itself and the other members of their respective Groups) agrees to utilize institutional controls and engineering controls (including capping, signs, fences and deed restrictions on the use of real property, soils or groundwater) permitted by the applicable Governmental Entity to satisfy the Appropriate Remediation Standard and to cooperate in obtaining all necessary approvals of the use of such controls; provided that such controls do not prevent or materially interfere with the continued operation or reasonable future expansion of the operations on such real property. Once a notice of no further action or equivalent determination with respect to such matter has been issued by a Governmental Entity (or, if the Governmental Entity has delegated authority to conduct and certify the completion of a Response Action to a licensed professional, upon notice of the applicable Governmental Entity's receipt and acceptance of such licensed professional's certification), the Indemnifying Party shall have no further obligations with respect to such matter, other than with respect to any Indemnifiable Losses arising out of (i) any Third Party Claims relating to such matter and (ii) the performance of and any costs associated with any ongoing operations and maintenance, if any, required with respect to the Response Action, including inspections and repair of any engineering controls, ongoing pumping and treating of impacted groundwater (including any material equipment or system repairs, replacements or required upgrades), ongoing groundwater monitoring and related reporting, and the provision of any required financial assurance; provided that the Indemnitee shall be responsible for the performance of and any costs associated with any and all ongoing operations and maintenance relating to the following obligations: (A) any institutional controls, including any deed restrictions or land use controls and reporting obligations related to the same; (B) monitoring, maintenance, repair and reporting associated with a cap used as part of the remedy, but only to the extent that the cap consists of (x) the buildings at the site, (y) asphalt or similar materials already present at the site or that are used at the site for purposes in addition to the Response Action (*i.e.*, parking) or (z) landscaping and (C) groundwater monitoring associated with a natural monitored attenuation remedy. The Indemnifying Party shall have the right to transfer to the Indemnitee (upon payment of the amount set forth in this sentence as mutually agreed in writing by the Indemnifying Party and Indemnitee or determined pursuant to the procedures set forth in Article X) its obligations for its ongoing operations and maintenance costs, if any, with respect to engineering controls approved as part of a no further action, equivalent determination or certification if the Indemnifying Party agrees to pay to the Indemnitee a sum equal to the present value of the reasonably estimated future costs of said engineering controls (where the period of time used for such present value calculation shall be the entire period for which it is reasonably anticipated that such continuing obligations will be performed, but no more than thirty (30) years, and the discount rate shall be reasonable). For the avoidance of doubt, if the Indemnifying Party and the Indemnitee cannot mutually agree in writing on the amount set forth in the preceding sentence, such disagreement shall be resolved in accordance with the procedures set forth in Article X of this Agreement. In the event that any Governmental Entity reopens or otherwise modifies any determination related to the notice of no further action or equivalent determination, or notice of receipt and acceptance of the licensed professional's certification, such that additional Response Actions are required, the Indemnifying Party shall indemnify the Indemnitee for any Liabilities associated with the reopening or modification of such determination that would have otherwise constituted Indemnifiable Losses of such Indemnitee.

(e) The Indemnifying Party shall not be responsible or liable to the Indemnitee for any Indemnifiable Losses associated with any Response Action to the extent such Indemnifiable Losses:

(i) are incurred by or on behalf of the Indemnitee to achieve compliance with standards in excess of the Appropriate Remediation Standards;

(ii) are incurred by or on behalf of the Indemnitee for Response Actions that are not required under or to achieve compliance with applicable Laws or required by a Governmental Entity with or asserting jurisdiction, unless undertaken (x) as a result of a reasonable belief that there exists a condition that, if unabated, poses a risk of reasonable possibility of harm to human health and safety, or to property of any third party or (y) reasonably in response to a Third Party Claim and with the prior written consent, not to be unreasonably withheld, conditioned or delayed, of the Indemnifying Party;

(iii) are incurred by or on behalf of the Indemnitee in connection with (x) a change of use after the Effective Time of the real property subject to such Response Action from industrial use to commercial or residential use or otherwise for a use that is inconsistent with an industrial use of such real property or (y) any cessation of operations, or demolition or removal after the Effective Time of any building, equipment or fixture by or on behalf of the Indemnitee at the real property subject to such Response Action;

(iv) result from any surface or subsurface repairs, construction, excavation or other ground-disturbing activities conducted by or on behalf of the Indemnitee after the Effective Time for which prior written consent, not to be unreasonably withheld, to conduct such activities had not been received from the Indemnifying Party; or

(v) result from the exacerbation by or on behalf of any party other than the Indemnifying Party of any liability for any Release or threat of Release of or exposure to Hazardous Substances for which the Indemnifying Party is obligated to provide indemnification to the Indemnitee under Section 8.2 or 8.3 of this Agreement; provided that this clause (v) shall in no way relieve the Indemnifying Party of any liability for Indemnifiable Losses associated with a Response Action to the extent such exacerbation arises from or relates to surface or subsurface repairs, construction, excavation or other ground-disturbing activities described in clause (iv) above, prior written consent to conduct such activities was received from the Indemnifying Party.

(f) Corrective Actions for Compliance-Related Liabilities Subject to Indemnity. If a Party is providing indemnification pursuant to this Agreement in connection with an ongoing business operation of the other Party, which (x) involves a violation of applicable Environmental Law or the terms of any Environmental Permit, (y) requires a capital project (or series of capital projects) to bring the facility into compliance with applicable Environmental Law or the terms of any Environmental Permit, and (z) does not involve a Response Action, the following shall apply:

(i) the Party that owns and operates the business operation after the Effective Time will conduct and control the capital project (or series of capital projects), including the implementation thereof (the "Corrective Action Performing Party");

(ii) all expenditures shall be commercially reasonable taking into account the obligation to bring the business operation into compliance with applicable Environmental Law or the terms of any Environmental Permit ("Commercially Reasonable Expenditures"), and the Indemnifying Party shall not be liable for additional expenditures, if any, in excess of Commercially Reasonable Expenditures, including any such additional expenditures that are made for the purpose of providing an economic benefit to the Corrective Action Performing Party, such as expanding the business operation;

(iii) the Indemnifying Party shall have no further obligation with respect to the matter subject to indemnification hereunder once the capital project (or series of capital projects) has been implemented and compliance has been achieved to the satisfaction of the relevant Governmental Entity; and

(iv) the Corrective Action Performing Party shall promptly provide the Indemnifying Party with: (A) copies of any proposed corrective action plan to be submitted to the relevant Governmental Entity, including the proposed cost of the corrective action; (B) a reasonable opportunity to review and suggest comments to the corrective action plan prior to submission to the relevant Governmental Entities; (C) the opportunity to attend, at the Indemnifying Party's sole cost and expense, any planned meeting with any Governmental Entity regarding the corrective action (provided that the Governmental Entity does not object); (D) material correspondence between the relevant Governmental Entities and the Corrective Action

Performing Party relating to the corrective action; and (E) the final corrective action plan approved by or agreed to with the relevant Governmental Entities and the budget for implementation of said plan.

Section 8.11 Closure of Discontinued Operations.

(a) Notwithstanding anything in this Agreement to the contrary and except with respect to indemnification for (x) Environmental Liabilities, (y) Third Party Claims or (z) Indemnifiable Losses to the extent related to, resulting from or arising out of the Demolition Party's failure to perform its obligations pursuant to this Section 8.11 or its negligent or willful misconduct in performing such obligations, the following obligations set forth in this Section 8.11 shall be the exclusive obligations pursuant to this Agreement of the Parties for any Liabilities to the extent arising from actions required to execute demolition and removal of any buildings, improvements, facilities, equipment or other fixtures that (i) are Discontinued Businesses which give rise to Shared Discontinued Business Liabilities and (ii) are located at a property owned by or within the leasehold interest of RemainCo, SpinCo or a member of their respective Groups as of the Effective Time (such buildings, improvements, facilities, equipment or other fixtures, the "Discontinued Buildings and Related Improvements"). For purposes of this section, the term "Demolition Party" shall mean the Party on whose property or leasehold the Discontinued Buildings and Related Improvements are located, including, where relevant, the other members of such Party's Group.

(b) The Demolition Party shall undertake the demolition and removal of the Discontinued Buildings and Related Improvements if or to the extent (and in each case, subject to the terms of the underlying lease if the Discontinued Buildings and Related Improvements are located within either Party's leasehold interest): (i) required by applicable Law, including an applicable permit issued by a Governmental Entity; (ii) demolition or removal is ordered by a Governmental Entity; (iii) the Discontinued Buildings and Related Improvements constitute a nuisance that unreasonably and significantly harms or threatens to unreasonably and significantly harm the health and safety of other persons at the Demolition Party's properties or members of the public; (iv) necessary to address the presence, Release or threatened Release of Hazardous Substances occurring at or related to any Discontinued Building or Related Improvements or (v) the Discontinued Buildings and Related Improvements unreasonably interfere with the current, or would unreasonably interfere with the planned operations (such operations being determined as of the Effective Time, after giving effect to the Ancillary Agreements) by the Demolition Party.

(c) If demolition and removal is required pursuant to Section 8.11(b), the Demolition Party shall undertake the demolition and removal of the Discontinued Buildings and Related Improvements in accordance with all applicable Laws, applicable site-specific safety requirements and the provisions of any applicable lease, without disturbing any equipment or other structures that are needed for an ongoing Response Action, and the Demolition Party's decommissioning plan.

(d) The Demolition Party shall take reasonable precautions to minimize any interference with or disruption of the operations of the property owners, landlords and/or any other parties that have operations at the site (including third parties). The Demolition Party shall restore its premises to a level grade; provided, however, that the Demolition Party shall only be required to decommission, remove or demolish the Discontinued Buildings and Related Improvements down to, but not through, the subsurface.

(e) If the Demolition Party and RemainCo cannot mutually agree in writing whether the Demolition Party has completed its demolition and removal obligations pursuant to Section 8.11, such disagreement shall be resolved in accordance with the procedures set forth in Article X of this Agreement. If the disagreement is so resolved in favor of RemainCo, and the Demolition Party fails to complete such required work, RemainCo may undertake any such work, at the sole cost and expense of the Demolition Party to be paid by the Demolition Party upon demand, excluding any costs and expenses that relate to liabilities that have been otherwise Allocated to RemainCo pursuant to the terms of this Agreement.

ARTICLE IX

PRESERVATION OF CORPORATE RECORDS; ACCESS TO INFORMATION; CONFIDENTIALITY; PRIVILEGED MATTERS

Section 9.1 Preservation of Corporate Records.

(a) Except to the extent otherwise contemplated by any Ancillary Agreement, a Party providing (or causing to be provided) Records or access to Information to the other Party under this Article IX shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party (or any member of its Group or any of its or their respective then-Affiliates) or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as are reasonably incurred in providing such Records or access to Information.

(b) Except as otherwise required or agreed to in writing, or as otherwise provided in any Ancillary Agreement, with regard to any Information referenced in Section 9.2, each Party shall, and shall cause the other members of its Group (and any of their respective successors and assigns) to, use commercially reasonable efforts, at such Party's sole cost and expense, to retain, until the latest of, as applicable, (i) ten (10) years after the Effective Time (unless an earlier date is specified for such Information on Schedule 9.1(b)(ii)), (ii) the date on which such Information is no longer required to be retained pursuant to Schedule 9.1(b)(ii), (iii) the date on which such Information is no longer required to be retained pursuant to any "Litigation Hold" issued by RemainCo or any of its Subsidiaries prior to the Effective Time, including those set forth on Schedule 9.1(b)(iii), (iv) the concluding date of any period as may be required by any applicable Law, (v) with respect to any pending or threatened Action arising after the Effective Time, to the extent that any member of the Group in possession of such Information has been notified in writing pursuant to a "Litigation Hold" by the other Party of such pending or threatened Action, the concluding date of any such "Litigation Hold" and (vi) the concluding date of any period during which the destruction of such Information would reasonably be expected to interfere with a pending or threatened investigation by a Governmental Entity which is known to any member of the Group in possession of such Information at the time any retention obligation with regard to such Information would otherwise expire. The Parties agree that upon reasonable written request from the other Party that certain Information relating to the SpinCo Business, the RemainCo Business, the SpinCo Assets, the RemainCo Assets, the SpinCo Liabilities, the RemainCo Liabilities or the transaction contemplated hereby be retained in connection with an Action, each Party shall, and shall cause the other members of its Group (and any of their respective then-Affiliates) to use reasonable efforts (at the requesting Party's sole cost and expense) to preserve and not to destroy or dispose of such Information without the consent (such consent not to be unreasonably withheld, conditioned or delayed) of the requesting Party (for the avoidance of doubt, reasonable efforts shall include issuing a "Litigation Hold").

(c) RemainCo and SpinCo intend, and acknowledge that each member of their respective Groups intends, that any Transfer of Information that would otherwise be within the attorney-client or attorney work product privileges shall not operate as a waiver of any potentially applicable Privilege.

Section 9.2 Provision of Corporate Records. Other than in circumstances in which indemnification is sought pursuant to Article VIII (in which event the provisions of such Article VIII will govern) or for matters related to the provision of Tax Records (in which event the Tax Matters Agreement will govern) or for matters related to the provision of Employee Records (in which event the Employee Matters Agreement will govern) or for matters related to the separation of Information (which shall be governed by Section 5.2), and without limiting the applicable provisions of Article VI and Article VII, and subject to appropriate restrictions for Privileged Information (as defined below) or Confidential Information:

(a) After the Effective Time and until the date on which RemainCo was required to retain, or cause to be retained, the Information requested pursuant to this Section 9.2(a) in accordance with RemainCo's obligations under Section 9.1(b), and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, SpinCo for specific and identified Information (i) which (x) constitutes an Asset of the SpinCo Group and the Transfer of such Asset has not been consummated as of the Effective Time or (y) relates to the SpinCo Group or the conduct of the SpinCo Business, as the case may be, up to the Effective Time, solely to the extent reasonably necessary for the Parties to complete the separation of Assets (including Records)

as contemplated hereby (or for such other reasonable purposes as may be agreed in writing by the Parties), RemainCo shall, and shall cause the other members of the RemainCo Group (and each of its and their respective then-Affiliates) to, provide, as soon as reasonably practicable following the receipt of such request, SpinCo and its designated representatives reasonable access during normal business hours to the written or electronic documentary Information or appropriate copies of such Information (or the originals thereof if the applicable member of the SpinCo Group has a reasonable need for such originals) in the possession or control of any member of the RemainCo Group (or any of their respective then-Affiliates), but only to the extent such items (or copies thereof) so relate and are not already in the possession or control of SpinCo (or any member of its Group, or any of their respective then-Affiliates); provided that, except in the case of clause (x) of this Section 9.2(a)(i), to the extent any originals are delivered to SpinCo pursuant to this Agreement or the Ancillary Agreements, SpinCo shall, and shall cause the other members of its Group (and each of its and their respective then-Affiliates) to, at its own expense, return such Information to RemainCo within a reasonable time after the need to retain such originals has ceased; provided, further, that, in the event that RemainCo, in its sole discretion, determines that any such access or the provision of any such Information would reasonably be expected to be significantly commercially detrimental to any member of the RemainCo Group or would violate any Law or Contract with an unaffiliated third party or would reasonably be expected to result in the waiver of any Privilege (unless the Privilege with respect to any such Privileged Information is solely related (other than in any de minimis respect) to a SpinCo Asset, a SpinCo Liability and/or the SpinCo Business), RemainCo shall not be obligated to, and shall not be obligated to cause the other members of the RemainCo Group (and each of its and their respective then-Affiliates) to, provide such Information requested by SpinCo; provided, further, that in the event access or the provision of any such Information would reasonably be expected to be significantly commercially detrimental or violate a Contract with an unaffiliated third party, RemainCo shall, and shall cause the other members of the RemainCo Group (and any of its or their respective then-Affiliates) to, use commercially reasonable efforts to seek to mitigate any such harm or consequence of, or to obtain the Consent of such third party to, the disclosure of such Information or (ii) that (x) is required by any member of the SpinCo Group with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on such Person (including under applicable securities Laws) by a Governmental Entity having jurisdiction over such Person or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, RemainCo shall, and shall cause the other members of the RemainCo Group (and each of its and their respective then-Affiliates) to, provide, as soon as reasonably practicable following the receipt of such request, SpinCo and its designated representatives reasonable access during normal business hours to the written or electronic documentary Information or appropriate copies of such Information (or the originals thereof if the applicable member of the SpinCo Group has a reasonable need for such originals) in the possession or control of any member of the RemainCo Group (or any of its or their respective then-Affiliates), but only to the extent such items (or copies thereof) so relate and are not already in the possession or control of SpinCo (or any member of its Group, or any of their respective then-Affiliates); provided that, to the extent any originals are delivered to SpinCo pursuant to this Agreement or the Ancillary Agreements, SpinCo shall, and shall cause the other members of its Group (and each of its and their respective then-Affiliates) to, at its own expense, return such Information to RemainCo within a reasonable time after the need to retain such originals has ceased; provided, further, that, in the event that RemainCo, in its sole discretion, determines that any such access or the provision of any such Information (including Information requested under Section 5.1) would violate any Law or Contract with an unaffiliated third party or would reasonably be expected to result in the waiver of any Privilege (unless the application of such Privilege with respect to any such Privileged Information is solely related (other than in any de minimis respect) to the Assets, Business and/or Liabilities of SpinCo or any member of its Group), RemainCo shall not be obligated to, and shall not be obligated to cause the other members of the RemainCo Group (and each of its and their respective then-Affiliates) to, provide such Information requested by SpinCo; provided, further, that in the event access or the provision of any such Information would violate a Contract with an unaffiliated third party, RemainCo shall, and shall cause the other members of the RemainCo Group (and any of its or their respective then-Affiliates) to, use commercially reasonable efforts to seek to obtain the Consent of such third party to the disclosure of such Information.

(b) After the Effective Time and until the date on which SpinCo was required to retain, or cause to be retained, the Information requested pursuant to this Section 9.2(b) in accordance with SpinCo's obligations under Section 9.1(b), and subject to compliance with the terms of the Ancillary Agreements, upon the prior written reasonable request by, and at the expense of, RemainCo for specific and identified Information (i) which (x) constitutes an Asset of the RemainCo Group and the Transfer of such Asset has not been consummated as of the Effective Time or (y) relates to the RemainCo Group or the conduct of the RemainCo Business, as the case may be, up to the Effective Time, solely to the extent reasonably necessary for the Parties to complete the separation of Assets (including Records)

as contemplated hereby (or for such other reasonable purposes as may be agreed in writing by the Parties), SpinCo shall, and shall cause the other members of the SpinCo Group (and each of its and their respective then-Affiliates) to, provide, as soon as reasonably practicable following the receipt of such request, RemainCo and its designated representatives reasonable access during normal business hours to the written or electronic documentary Information or appropriate copies of such Information (or the originals thereof if the applicable member of the RemainCo Group has a reasonable need for such originals) in the possession or control of any member of the SpinCo Group (or any of their respective then-Affiliates), but only to the extent such items (or copies thereof) so relate and are not already in the possession or control of RemainCo (or any member of its Group, or any of their respective then-Affiliates); provided that, except in the case of clause (x) of this Section 9.2(b)(i), to the extent any originals are delivered to RemainCo pursuant to this Agreement or the Ancillary Agreements, RemainCo shall, and shall cause the other members of its Group (and each of its and their respective then-Affiliates) to, at its own expense, return such Information to SpinCo within a reasonable time after the need to retain such originals has ceased; provided, further, that, in the event that SpinCo, in its sole discretion, determines that any such access or the provision of any such Information would reasonably be expected to be significantly commercially detrimental to SpinCo or any member of the SpinCo Group or would violate any Law or Contract with an unaffiliated third party or would reasonably be expected to result in the waiver of any Privilege (unless the Privilege with respect to any such Privileged Information is solely related (other than in any de minimis respect) to a RemainCo Asset, a RemainCo Liability and/or the RemainCo Business), SpinCo shall not be obligated to, and shall not be obligated to cause the other members of the SpinCo Group (and each of its and their respective then-Affiliates) to, provide such Information requested by RemainCo; provided, further, that in the event access or the provision of any such Information would reasonably be expected to be significantly commercially detrimental or violate a Contract with an unaffiliated third party, SpinCo shall, and shall cause the other members of the SpinCo Group (and any of its or their respective then-Affiliates) to, use commercially reasonable efforts to seek to mitigate any such harm or consequence of, or to obtain the Consent of such third party to, the disclosure of such Information or (ii) that (x) is required by any member of the RemainCo Group with regard to reasonable compliance with reporting, disclosure, filing or other requirements imposed on such Person (including under applicable securities Laws) by a Governmental Entity having jurisdiction over such Person or (y) is for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Action or other similar requirements, as applicable, SpinCo shall, and shall cause the other members of the SpinCo Group (and each of its and their respective then-Affiliates) to, provide, as soon as reasonably practicable following the receipt of such request, RemainCo and its designated representatives reasonable access during normal business hours to the written or electronic documentary Information or appropriate copies of such Information (or the originals thereof if the applicable member of the RemainCo Group has a reasonable need for such originals) in the possession or control of any member of the SpinCo Group (or any of its or their respective then-Affiliates), but only to the extent such items (or copies thereof) so relate and are not already in the possession or control of RemainCo (or any member of its Group, or any of their respective then-Affiliates); provided that, to the extent any originals are delivered to RemainCo pursuant to this Agreement or the Ancillary Agreements, RemainCo shall, and shall cause the other members of its Group (and each of its and their respective then-Affiliates) to, at its own expense, return such Information to SpinCo within a reasonable time after the need to retain such originals has ceased; provided, further, that, in the event that SpinCo, in its sole discretion, determines that any such access or the provision of any such Information (including Information requested under Section 5.1) would violate any Law or Contract with an unaffiliated third party or would reasonably be expected to result in the waiver of any Privilege (unless the application of such Privilege with respect to any such Privileged Information is solely related (other than in any de minimis respect) to the Assets, Business and/or Liabilities of RemainCo or any member of its Group), SpinCo shall not be obligated to, and shall not be obligated to cause the other members of the SpinCo Group (and each of its and their respective then-Affiliates) to, provide such Information requested by RemainCo, provided, further, that in the event access or the provision of any such Information would violate a Contract with an unaffiliated third party, SpinCo shall, and shall cause the other members of the SpinCo Group (and any of its or their respective then-Affiliates) to, use commercially reasonable efforts to seek to obtain the Consent of such third party to the disclosure of such Information.

(c) Any Information provided by or on behalf of or made available by or on behalf of any Party (or any other member of either Group) pursuant to this Article IX shall be on an "as is", "where is" basis and no Party (or any other member of either Group) is making any representation or warranty with respect to such Information or the completeness thereof.

(d) Each of RemainCo and SpinCo shall, and shall cause each other member of its Group to, inform its and their respective officers, employees, agents, consultants, advisors, authorized accountants, counsel and other designated representatives who have or have access to the Confidential Information or other Information of any member of any other Group provided pursuant to Section 5.1 or this Article IX of their obligation to hold such Information confidential in accordance with the provisions of this Agreement.

Section 9.3 Disposition of Information.

(a) Each Party, on behalf of itself and each other member of its Group, acknowledges that Information in its or in a member of its Group's possession, custody or control as of the Effective Time may include Information owned by the other Party or a member of such other Party's Group and not related to (i) it or its Business or (ii) any Ancillary Agreement to which it or any member of its Group is a Party.

(b) Notwithstanding such possession, custody or control, such Information shall remain the property of such other Party or member of such other Party's Group. Each Party agrees, on behalf of itself and each other member of its Group, subject to legal holds and other legal requirements and obligations, (i) that any such Information is to be treated as Confidential Information of the Party or Parties to which it relates and (ii) subject to Section 9.1, to use commercially reasonable efforts to within a reasonable time (A) purge such Information from its databases, files and other systems and not retain any copy of such Information (including, if applicable, by transferring such Information to the Party to which such Information belongs) or (B) if such purging is not practicable, to encrypt or otherwise make unreadable or inaccessible such Information; provided that each Party shall, and shall cause each other member of its Group to, provide reasonable advance notice to the other Party prior to taking any action described in this Section 9.3(b) with respect to any Information related to the matters set forth on Schedule 9.3.

Section 9.4 Witness Services; Litigation Support.

(a) At all times from and after the Effective Time, each of RemainCo and SpinCo shall use its commercially reasonable efforts to make available to the other Party, upon reasonable written request, its and any member of its Group's respective officers, directors, employees and agents (taking into account the business demands of such individuals) as witnesses (in the presence of counsel for such officer, director, employee or agent, if any, and, if requested by the providing Group, counsel or other representatives designated by the providing Group) to the extent that (a) such Persons may reasonably be required to testify, or the testimony of such Persons would reasonably be expected to be beneficial to the requesting Party (or any member of its Group), in connection with the prosecution or defense of any Action in which the requesting Party may from time to time be involved and (b) there is no conflict in the Action between the requesting Party (or any member of its Group) and the requested Party (or any member of its Group). A Party providing, or causing to be provided, a witness to the other Party (or member of such other Party's Group) under this Section 9.4(a) shall be entitled to receive from the recipient of such services, upon the presentation of invoices therefor, payments for all reasonable out-of-pocket costs and expenses incurred by such Party or a member of its Group in connection therewith (which shall not include the costs of salaries and benefits of employees who are witnesses or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service as witnesses), as may be properly paid under applicable Law.

(b) At all times from and after the Effective Time, each of RemainCo and SpinCo shall cooperate with the other Party in connection with any Action to the extent relating to, arising out of or resulting from any Liability (other than a Legacy Liability, which shall be governed by Article VII to the extent provided therein) relating to, arising out of or resulting from occurrences, acts, omissions or other matters and/or claims accruing prior to the Effective Time, regardless of which Party (or member of either Group) is the Indemnifying Party, the Indemnitee or the named party in such proceeding.

(c) The obligations under Section 9.4(a) and Section 9.4(b) shall not require either Party (or any member of its Group) to disclose any Information the disclosure of which would, in the reasonable judgment of such Party, (i) result in the loss or waiver of any attorney-client privilege, attorney work-product protection, joint defense privilege, common interest privilege or other Privilege (other than any Privilege that is a shared Privilege between the Parties pursuant to Section 9.7, which shall be governed by Section 9.7), (ii) violate any applicable Law, fiduciary duty or any binding obligation of confidentiality owed to an unaffiliated third party or (iii) waive any defense

or protection from disclosure available under applicable Law; provided that the requested Party shall, and shall cause the other members of its Group to, use commercially reasonable efforts to provide such Information, or substantially equivalent Information, in a manner that does not give rise to any of the foregoing concerns (including by entering into joint defense or common interest agreements, redacting protected portions, or seeking the consent of the relevant third party).

(d) Nothing in this Section 9.4 shall limit, modify or supersede the defense, control and indemnification provisions of Article VIII with respect to any Third Party Claim.

Section 9.5 Reimbursement; Other Matters. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, a Party (or a member of such Party's Group) providing, or causing to be provided, Information or access to Information to the other Party (or a member of such other Party's Group) under this Article IX shall be entitled to receive from the recipient, upon the presentation of invoices therefor, payments for such amounts, relating to supplies, disbursements and other out-of-pocket expenses (which shall not include the costs of salaries and benefits of employees of such Party or any other member of its Group or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing), as may be reasonably incurred in providing such Information or access to such Information.

Section 9.6 Confidentiality; Non-Use.

(a) Notwithstanding any termination of this Agreement and except as otherwise provided in the Umbrella Secrecy Agreement, each Party shall, and shall cause each of the other members of its Group to, hold, and cause each of their respective officers, employees, agents, consultants and advisors to hold, in strict confidence, and not to disclose or release or, except as otherwise permitted by this Agreement or as otherwise provided in the Umbrella Secrecy Agreement, use, including for any ongoing or future commercial purpose, without the prior written consent of each Party to whom (or to whose Group) the Confidential Information relates (which may be withheld in each such Party's sole and absolute discretion), any and all Confidential Information concerning or belonging to the other Party or any member of its Group; provided that each Party may disclose, or may permit disclosure of, such Confidential Information (i) to its (or any member of its Group's) auditors, attorneys and other appropriate consultants and advisors who have a need to know such Confidential Information for auditing and other non-commercial purposes and are informed of the confidentiality and non-use obligations to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if any Party or any member of its Group is required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange rule, (iii) to the extent required in connection with any Action by one Party (or a member of its Group) against the other Party (or member of such other Party's Group) or in respect of claims by one Party (or member of its Group) against the other Party (or member of such other Party's Group) brought in an Action, (iv) to the extent necessary in order to permit a Party (or member of its Group) to prepare and disclose its financial statements in connection with any regulatory filings or Tax Returns, (v) to the extent necessary for a Party (or member of its Group) to enforce its rights or perform its obligations under this Agreement and except as otherwise provided in the Umbrella Secrecy Agreement with respect to the Ancillary Agreements, (vi) to Governmental Entities in accordance with applicable procurement regulations and contract requirements or (vii) to other Persons in connection with their evaluation of, and negotiating and consummating, a potential strategic transaction, to the extent reasonably necessary in connection therewith, provided an appropriate and customary confidentiality agreement has been entered into with such other person receiving such Confidential Information. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made by an unaffiliated third party that relates to any of the foregoing clauses (ii), (iii), (v) or (vi), each Party, as applicable, shall promptly notify (to the extent permissible by Law) the Party to whom (or to whose Group) the Confidential Information relates of the existence of such request, demand or disclosure requirement and shall provide such Party (and/or any applicable member of its Group) a reasonable opportunity to seek an appropriate protective order or other remedy, which such Parties shall, and shall cause the other members of their respective Groups to, cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party who is (or whose Group's member is) required to make such disclosure shall, or shall cause the applicable member of its Group to, furnish, or cause to be furnished, only that portion of the Confidential Information that is legally required to be disclosed and shall take commercially reasonable steps to ensure

that confidential treatment is accorded to such Confidential Information (at the expense of the Party seeking (or whose Group's member is seeking) to limit such request, demand or disclosure requirement).

(b) Notwithstanding anything to the contrary set forth herein, (i) a Party shall be deemed to have satisfied its obligations hereunder with respect to Confidential Information if it exercises, and causes the other members of its Group to exercise, at least the same degree of care (but no less than a commercially reasonable degree of care) as such Party takes to preserve confidentiality for its own similar Information and (ii) confidentiality obligations provided for in any agreement between each Party or another member of its Group and its or their respective past and/or present employees as of the Effective Time shall remain in full force and effect. Notwithstanding anything to the contrary set forth herein, Confidential Information (other than Intellectual Property (which shall exclusively be governed by the IP Matters Agreement and other applicable Ancillary Agreements) and Personal Data (which shall exclusively be governed by Section 9.10 and other applicable Ancillary Agreements)) of any Party (or another member of its Group) rightfully in the possession of and used by the other Party (or another member of its Group) in the operation of its Business as of the Effective Time may continue to be used by such Party (and/or the applicable members of its Group) in possession of such Confidential Information in and only in the operation of the SpinCo Business or the RemainCo Business, as the case may be; provided that, except as otherwise provided in the Umbrella Secrecy Agreement, such Confidential Information may only be used by such Party and/or the applicable members of its Group and its and their respective officers, employees, agents, consultants and advisors in the specific manner and for the specific purposes for which it is used as of the Effective Time and may only be shared with additional officers, employees, agents, consultants and advisors of such Party (or Group member) on a need-to-know basis exclusively with regard to such specified use; provided, further, that such use is not competitive in nature, and may be used only so long as the Confidential Information is maintained in confidence and not disclosed in violation of Section 9.6(a), except that such Confidential Information may be disclosed to third parties other than those listed in Section 9.6(a) so long as such disclosure to such other third parties and any associated use of such Information is made pursuant to a written agreement containing confidentiality obligations at least as protective of the Parties' rights to such Confidential Information as those contained in this Agreement. Such continued right to use may not be transferred (directly or indirectly) to any third party without the prior written consent (not to be unreasonably withheld, conditioned or delayed) of the applicable Party, except pursuant to Section 12.8.

(c) Each of RemainCo and SpinCo acknowledges, on behalf of itself and each other member of its Group, that it and the other members of its Group may have in their possession confidential or proprietary Information of third parties that was received under confidentiality or non-disclosure agreements with each such third party at or prior to the Effective Time. Each of RemainCo and SpinCo shall, and shall cause the other members of its Group to, hold and cause its and their respective representatives, officers, employees, agents, consultants and advisors (or potential buyers) to hold, in strict confidence the confidential and proprietary Information of third parties to which they or any other member of their respective Groups has access, in accordance with the terms of any agreements entered into at or prior to the Effective Time between one or more members of the RemainCo Group and/or SpinCo Group (whether acting through, on behalf of, or in connection with, the separated Businesses) and such third parties.

(d) For the avoidance of doubt and notwithstanding any other provision of this Section 9.6, (i) the disclosure and sharing of Privileged Information shall be governed solely by Section 9.7, and (ii) to the extent that an Ancillary Agreement is governed by the Umbrella Secrecy Agreement or another Contract pursuant to which a Party or its Affiliate is bound that specifically provides that certain information covered under this Section 9.6 shall be held confidential on a basis that is more protective of such information or for a longer period of time than provided for in this Section 9.6, then the applicable provisions contained in such Ancillary Agreement or other Contract shall control with respect thereto.

Section 9.7 Privileged Matters.

(a) Pre-Separation Services. The Parties recognize that legal and other professional services that have been and will be provided prior to the Effective Time have been and will be rendered for the collective benefit of each of the members of the RemainCo Group and the SpinCo Group and that each of the members of the RemainCo Group and the SpinCo Group shall be deemed the client with respect to such services for purposes of asserting all privileges, immunities or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege, and protection under the work-product doctrine ("Privilege") and to all Information subject to Privilege ("Privileged

Information"). With respect to Privileged Information arising from such services provided prior to the Effective Time, (A) RemainCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with such Privileged Information which relates solely to a RemainCo Asset, RemainCo Liability and/or the RemainCo Business, whether or not the Privileged Information is in the possession of or under the control of or otherwise considered to be the property of any member of the RemainCo Group or SpinCo Group, (B) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with such Privileged Information which relates solely to a SpinCo Asset, SpinCo Liability and/or the SpinCo Business, whether or not the Privileged Information is in the possession of or under the control of or otherwise considered to be the property of any member of the RemainCo Group or SpinCo Group and (C) the Parties shall, with respect to Privileged Information to the extent not allocated pursuant to the foregoing clauses (A) and (B), be entitled to control the assertion or waiver of all Privileges in connection with such Privileged Information consistent with Section 9.7(b). For the avoidance of doubt, Privileged Information includes services rendered by legal counsel retained or employed by any Party (or any member of such Party's Group), including outside counsel and in-house counsel (collectively, "Legal Counsel"). Notwithstanding anything to the contrary in this Agreement, all Privileged Information to the extent related to (A) Legacy Liabilities or (B) legal and other professional advice provided to the members of the board of directors of RemainCo shall be deemed solely related to a RemainCo Liability and/or the RemainCo Business and RemainCo shall control the assertion or waiver of Privilege for such Privileged Information.

(b) Post-Separation Services. Each Party, on behalf of itself and each other member of its Group, acknowledges that legal and other professional services will be provided following the Effective Time which will be rendered solely for the benefit of RemainCo (or a member of its Group) or SpinCo (or a member of its Group), as the case may be, while other such post-separation services following the Effective Time may be rendered with respect to claims, proceedings, litigation, disputes, or other matters which involve members of both Groups. With respect to such post-separation services and related Privileged Information, each of the Parties, on behalf of itself and each other member of its Group, agrees as follows:

(i) RemainCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with such Privileged Information which relates solely to the RemainCo Business, whether or not the Privileged Information is in the possession of or under the control of or otherwise considered to be the property of any member of the RemainCo Group or SpinCo Group. RemainCo shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with such Privileged Information that relates solely to the subject matter of any claims constituting RemainCo Liabilities (including, notwithstanding anything to the contrary in this Agreement, Legacy Liabilities), now pending or which may be asserted in the future, in any matters, claims, disputes, lawsuits or other proceedings initiated against or by any member of the RemainCo Group, whether or not the Privileged Information is in the possession of or under the control of or otherwise considered to be the property of any member of the RemainCo Group or SpinCo Group; and

(ii) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information which relates solely to the SpinCo Business, whether or not the Privileged Information is in the possession of or under the control of or otherwise considered to be the property of any member of the RemainCo Group or SpinCo Group. SpinCo shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information that relates solely to the subject matter of any claims constituting SpinCo Liabilities, now pending or which may be asserted in the future, in any matters, claims, disputes, lawsuits or other proceedings initiated against or by any member of the SpinCo Group, whether or not the Privileged Information is in the possession of or under the control of or otherwise considered to be the property of any member of the RemainCo Group or SpinCo Group.

Notwithstanding anything to the contrary in this Agreement, all legal and other professional services rendered after the Effective Time by Legal Counsel for RemainCo or Legal Counsel for SpinCo, as applicable, with respect to any Allocation Action shall be, unless otherwise agreed by the Parties, for the sole benefit of RemainCo or SpinCo, as applicable (the "Applicable Party"), the Applicable Party shall be deemed the client in respect of such services and the Applicable Party shall control the assertion or waiver of Privilege for Privileged Information to the extent related thereto.

(c) Each Party, on behalf of itself and each other member of its Group, agrees as follows in this Section 9.7(c) regarding all Privileges not individually allocated to a Party pursuant to the terms of Section 9.7(a) or Section 9.7(b), with respect to which the Parties shall have a shared Privilege.

(i) Subject to Sections 9.7(c)(ii), 9.7(c)(iv) and 9.7(c)(v), no Party (or any member of its Group) may waive, nor allege or purport to waive, any Privilege which could be asserted under any applicable Law, and in which the other Party (or member of its Group) has a shared Privilege, without the consent of such other Party, which shall not be unreasonably withheld, conditioned or delayed. Any Party (or member of its Group) requesting the consent of the other Party (or member of its Group) to waive a shared Privilege shall make such request in writing (a "Privilege Waiver Request"). Consent shall be in writing.

(ii) In the event of any Action or Dispute solely between or among any of the Parties, or any members of their respective Groups, (A) a Party may withhold, condition or delay a consent to a Privilege Waiver Request in its sole discretion and (B) a Party's decision to so withhold, condition or delay its consent shall not be subject to Dispute, and such shared Privilege may not be waived by the requesting Party, pursuant to Section 9.7(c)(v). If a Privilege Waiver Request is granted by the other Party in such an Action or Dispute, such waiver of a shared Privilege shall be effective only as to the use of Information with respect to the Action or Dispute between or among the relevant Parties and/or the applicable members of their respective Groups, and shall not operate as a waiver of the shared Privilege with respect to third parties.

(iii) In the event of any Action or Dispute involving an unaffiliated third party, if a Dispute arises between or among the Parties (or members of their respective Groups) regarding whether a Privilege should be waived to protect or advance the interest of any Party or its Group (a "Privilege Waiver Dispute"), each Party agrees that it shall, and shall cause each other member of its Group to, negotiate in good faith, endeavor to minimize any prejudice to the rights of the other Party (or members of its Group), and shall not, and shall cause each other member of its Group not to, unreasonably withhold consent to any request for waiver by the other Party. Each Party specifically agrees that it shall not, and shall cause each other member of its Group to not, withhold consent to waiver for any purpose except to protect its (or its Group's) own legitimate interests.

(iv) In the event of a Privilege Waiver Dispute, such Privilege Waiver Dispute shall be referred to the general counsels of the relevant Parties, and/or such other executive officer designated in writing by a relevant Party, for negotiations for a period of fifteen (15) days (the "Privilege Waiver Negotiation Period"). All offers, promises, conduct and statements, whether oral or written, made in the course of the discussions and negotiations related to the Privilege Waiver Negotiation Period by any of the Parties (or the other members of their respective Groups), their respective agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties (or any other member of their respective Groups) and, in any Action, shall not be admissible in any future Action between the Parties, any member of their respective Groups and/or any Indemnitee; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or discussion.

(v) Subject to Section 9.7(c)(i), if such Privilege Waiver Dispute has not been resolved in writing for any reason within the Privilege Waiver Negotiation Period, and the requesting Party determines that a Privilege should nonetheless be waived to protect or advance its interest, the requesting Party shall be entitled to provide the objecting Party written notice and thereafter to submit such Privilege Waiver Dispute to final and binding arbitration pursuant to the procedures set forth in Section 10.1(c) of this Agreement. Any such Privilege shall not be waived by any Party (or any member of their respective Groups) until the final determination of such Privilege Waiver Dispute in accordance with Section 10.1(c).

(vi) Upon receipt by any Party or any other member of its Group of any subpoena, discovery or other request which, upon a good faith reading, would reasonably be construed as calling for the production or disclosure of Information subject to a shared Privilege or as to which the other Party has the sole right hereunder to assert a Privilege, or if any Party (or other member of its Group) obtains knowledge that any of its or member of its Group's current or former directors, officers, agents or employees have received any subpoena, discovery or other requests which arguably, upon a good faith reading, could

reasonably be construed as calling for the production or disclosure of such Privileged Information, such Party shall promptly notify the other Party of the existence of the request and shall provide the other Party (and the relevant members of its or their respective Groups) a reasonable opportunity to review the Information and to assert any rights it or they may have under this Section 9.7 or otherwise to prevent, restrict or otherwise limit the production or disclosure of such Privileged Information.

(d) For the avoidance of doubt, the Parties acknowledge and agree that in any Action or Dispute with respect to this Agreement, the Ancillary Agreements, any other agreement related to the transactions contemplated hereby or thereby and/or the negotiations, structuring and transactions contemplated hereby and thereby, in each case, in which RemainCo, on the one hand, is adverse to SpinCo, on the other hand: (i) any and all Privileged Information with respect to such matters belonging to or possessed by the RemainCo Group or the SpinCo Group prior to the Effective Time shall be deemed to relate to both the RemainCo Business and the SpinCo Business; (ii) any advice given by or communications with Legal Counsel for RemainCo or SpinCo prior to the Effective Time, to the extent it relates to this Agreement, the Ancillary Agreements or any other agreement related to the transactions contemplated hereby or thereby, and/or the negotiations, structuring and transactions contemplated hereby or thereby, shall be deemed subject to a shared Privilege and shall be deemed to relate to both the RemainCo Business and the SpinCo Business; and (iii) any advice given by or communications with in-house Legal Counsel of RemainCo or SpinCo prior to the Effective Time, to the extent it relates to this Agreement, the Ancillary Agreements, any other agreement related to the transactions contemplated hereby or thereby and/or the negotiations, structuring and transactions contemplated hereby or thereby, shall be deemed subject to a shared Privilege and shall be deemed to relate to both the RemainCo Business and the SpinCo Business.

(e) The transfer of all Information pursuant to this Agreement is made in reliance on the agreement of RemainCo and SpinCo as set forth in Sections 9.6 and 9.7, to maintain and cause to be maintained the confidentiality of Privileged Information and to assert and maintain, and cause to be asserted and maintained, all applicable Privileges, including attorney-client or attorney work product privileges. The access to Information being granted pursuant to Sections 5.1 and 9.2 hereof, the agreement to provide witnesses and individuals pursuant to Sections 5.1 and 9.4 hereof, the furnishing of notices and documents and other cooperative efforts contemplated by Sections 5.1 hereof, and the transfer of Privileged Information between and among the Parties and the members of their respective Groups pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise.

Section 9.8 Conflicts Waiver. Each Party hereby agrees, on behalf of itself and each of its past, present and future Affiliates, that the counsel(s) set forth on Schedule 9.8 ("Corteva Counsel") has acted prior to the Effective Time as counsel to both RemainCo and SpinCo in connection with the preparation, execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby. Each of RemainCo and SpinCo, on behalf of itself and each of its past, present and future Affiliates, agrees that, following consummation of the transactions contemplated hereby and thereby, such representation by Corteva Counsel shall not preclude Corteva Counsel from serving as counsel to RemainCo, any of its then-Affiliates or any directors, officers, employees, agents, representatives, limited partners, members, shareholders or other equityholders of RemainCo or such then-Affiliate opposite SpinCo (even if there exists at any time a separate attorney-client relationship between Corteva Counsel, on the one hand, and SpinCo or any of its past, present or future Affiliates, on the other hand, pursuant to which Corteva Counsel has obtained confidential information relating to SpinCo, the SpinCo Business, the SpinCo Assets or the SpinCo Liabilities); provided that in no event shall Corteva Counsel serve as counsel to either RemainCo or SpinCo in connection with any Action arising out of or relating to this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby without the written waiver and consent of the other Party. SpinCo shall not, and shall cause any and all of its past, present and future Affiliates not to, seek to have Corteva Counsel disqualified from any such permitted representation. SpinCo, on behalf of itself and each of its past, present and future Affiliates, hereby consents thereto and waives any such conflict of interest, and SpinCo shall cause any and all of its past, present and future Affiliates to consent to and waive any such conflict of interest. SpinCo, on behalf of itself and each of its past, present and future Affiliates, acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that each of RemainCo and SpinCo, on behalf of itself and each of its past, present and future Affiliates, has consulted with counsel or has been advised it should do so in connection herewith. The covenants, consent, and waiver contained in this Section 9.8 shall not be deemed exclusive of any other rights to which Corteva Counsel is entitled whether pursuant to Law, Contract, or otherwise.

Section 9.9 Ownership of Information. Any Information owned by one Party or any member of its Group that is provided to a requesting Party pursuant to this Article IX shall be deemed to remain the property of the providing Party (or member of its Group). Unless expressly and specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights to any Party (or member of its Group) of license or otherwise in any such Information, whether by implication, estoppel or otherwise.

Section 9.10 Personal Data.

(f) Each Party and its Affiliates shall at all times comply, and ensure that their Processing of Personal Data hereunder and under any Ancillary Agreement complies, with Data Protection Laws (including by taking commercially reasonable technical and organizational measures to prevent Personal Data Breaches) and shall use commercially reasonable efforts to avoid acts or omissions that place the other Party in breach of its obligations under any applicable Data Protection Laws.

(g) The Parties acknowledge that after the Effective Time, each Party and its Affiliates shall act as a separate and independent Controller with respect to the Processing of any Personal Data pursuant to this Agreement or any Ancillary Agreement (subject to the express terms thereof).

(h) To the extent that a Party or its Affiliate transfers Personal Data included in the RemainCo Assets (with respect to transfers by SpinCo or its Affiliates) or SpinCo Assets (with respect to transfers by RemainCo or its Affiliates) following the Effective Time, the transferring Party shall ensure that such transfer is effected in compliance with applicable Data Protection Laws.

(i) To the maximum extent permitted under applicable Law, each Party shall (i) promptly (and in any event within five (5) Business Days) notify the other Party if it or any of its Affiliates receive a complaint, notice or communication (including request from a Data Subject to exercise their rights under Data Protection Laws) in relation to any Personal Data Processed pursuant to this Agreement or any Ancillary Agreement and (ii) without undue delay (and in any event within forty-eight (48) hours) if it becomes aware of, or reasonably suspects, a Personal Data Breach affecting the Personal Data of the other Party or its Affiliates.

ARTICLE X

DISPUTE RESOLUTION

Section 10.1 Negotiation and Arbitration.

(a) 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 question of the arbitral tribunal's jurisdiction, the existence, scope or validity of this Article X or the arbitrability of any claim, and any controversy, dispute or Action related to Section 9.7 concerning Privilege issues (a "Dispute"), the following provisions shall apply, unless expressly specified herein.

(b) Negotiation. The following procedures shall apply with respect to Disputes, except in cases of Disputes related to Section 9.7 concerning Privilege issues (in which case the procedure in Section 9.7(c) shall apply):

(i) At such time as a Dispute arises, (A) any Party shall deliver written notice of such Dispute to the other Party (a "General Dispute Notice") and (B) the general counsels of the Parties and/or such other executive officer designated by a Party in writing shall thereupon negotiate for a reasonable period of time to settle such Dispute; provided, however, that such reasonable period shall not, unless otherwise agreed by each Party in writing, exceed ninety (90) days from the date of receipt by the relevant Party of the General Dispute Notice (the "General Negotiation Period"); provided that if the notifying Party has determined (in its reasonable discretion) that any such Dispute has caused, or would reasonably be expected

to cause, such Party to suffer irreparable harm and includes a statement to that effect in the General Dispute Notice, then the General Negotiation Period shall not exceed fifteen (15) days from the date of receipt of the General Dispute Notice by the notified Party.

(ii) With respect to a Dispute, no Party shall be entitled to rely upon the expiry of any limitations period or contractual deadline during the period between the date of receipt of the relevant General Dispute Notice and the earlier to occur of (A) the date of any arbitration being commenced under this Section 10.1 with respect to the Dispute and (B) the later to occur of (x) one hundred and eighty (180) days after the date of receipt of the relevant General Dispute Notice and (y) the expiration of the applicable General Negotiation Period.

(iii) All offers, promises, conduct and statements, whether oral or written, made during the relevant General Negotiation Period and related to such Dispute by any Party or the members of their respective Groups (and its and their respective Affiliates), their respective agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties or the members of their respective Groups (and their respective Affiliates) and, in any Action, shall not be admissible in any future Action between the Parties, any member of their respective Groups and/or any Indemnitee; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or discussion.

(c) Arbitration. If the Dispute has not been resolved in writing for any reason as of the expiration of the applicable Negotiation Period, such Dispute shall be submitted, at the request of any Party, to final and binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with its International Arbitration Rules then in effect (the "Rules"), except as modified herein.

(i) The arbitration shall be conducted by a three-member arbitral tribunal (the "Arbitral Tribunal"). The claimant or claimants, collectively, shall appoint one arbitrator in the notice of arbitration and the respondent or respondents, collectively, shall appoint one arbitrator within fourteen (14) days after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be jointly appointed by the two party-nominated arbitrators, in consultation with the Parties, within twenty-one (21) days of the appointment of the second arbitrator. Any arbitrator not timely appointed shall be appointed by the AAA according to its Rules, unless otherwise agreed in writing.

(ii) In resolving any Dispute to the extent it involves contractual issues under this Agreement, the arbitrators shall apply the governing law specified herein.

(iii) Arbitration under this Article X shall be the sole and exclusive remedy for any Dispute, and any award rendered by the arbitrators shall be final and binding on the Parties and judgment thereupon may be entered in any court of competent jurisdiction having jurisdiction thereof, including any court having jurisdiction over the relevant Party or its Assets.

(iv) The Arbitral Tribunal shall be entitled, if appropriate, to award any remedy, including monetary damages, specific performance and all other forms of legal and equitable relief that is in accordance with the terms of this Agreement; provided, however, that the Arbitral Tribunal shall have no authority or power to (A) limit, expand, alter, modify, revoke or suspend any condition or provision of this Agreement, (B) award punitive, exemplary, treble or similar damages or (C) review, resolve or adjudicate, or render any award or grant any relief in respect of, any issue, matter, claim or Dispute other than the specific Dispute or Disputes submitted by the parties to such Arbitral Tribunal for final and binding arbitration, including any Disputes consolidated therewith in accordance with Section 10.1(c)(viii).

(v) Each Party shall bear its own costs and attorneys' fees in any arbitration conducted under this Article X, and each party to any such arbitration shall bear an equal portion of the fees and expenses of the arbitration including the Arbitral Tribunal's fees and the fees and expenses of the AAA; provided, however, that the Arbitral Tribunal shall have the power to award the prevailing party its documented out-of-pocket costs and attorneys' fees reasonably incurred in the arbitration (including the fees and expenses of

the arbitration, the Arbitral Tribunal's fees and the fees and expenses of the AAA) if the Arbitral Tribunal finds that any of the claims or defenses of the non-prevailing party were frivolous or made in bad faith; provided, further, that if any parties to the arbitration are Affiliates of each other, they shall be counted as a single party to the arbitration for purposes of apportioning such fees and expenses. If either Party (or any member of its Group) files an Action in contravention of this Article X, the other Party shall be entitled to an award of any costs they may incur in defending such an Action, including a fee in an amount equal to $25,000,000, multiplied by 1.05 raised to the power of the number of years elapsed since the Distribution Date (expressed in decimal form), as well as such additional punitive, exemplary, treble or similar damages as may be awardable under applicable Law. Each of the Parties acknowledges and agrees that if any Party (or any member of its Group) files an Action in contravention of this Section 10.1, the non-breaching Party shall suffer reputational loss as a direct consequence of such Action for which it is entitled to damages.

(vi) Any arbitration pursuant to this Article X shall be seated in, and the award shall be rendered, in New York County, New York, in the English language.

(vii) This Article X and any arbitration pursuant thereto shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

(viii) The Arbitral Tribunal may consolidate an arbitration under this Agreement with any arbitration arising under or relating to the Ancillary Agreements or any other agreement between the Parties entered into pursuant hereto, as the case may be, if the subject of the Disputes thereunder arises out of or relates essentially to the same set of facts or transactions. Such consolidated arbitration shall be determined by the Arbitral Tribunal appointed for the arbitration proceeding that was commenced first in time.

(ix) The Arbitral Tribunal (and, if applicable, Emergency Arbitrator) shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The Parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal or (B) prior to the constitution of the Arbitral Tribunal, an Emergency Arbitrator appointed in the manner provided for in the Rules. Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Agreement subject to specific performance in Section 12.18. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief; provided, however, that (I) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator, and the Arbitral Tribunal shall apply a *de novo* standard of review to the factual and legal findings of the Emergency Arbitrator and conduct any such proceeding with respect to the actions of the Emergency Arbitrator on an expedited basis and (II) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction.

(d) Jurisdiction. The Parties consent and submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if (and only if) the Court of Chancery of the State of Delaware finds it lacks subject matter jurisdiction, the federal court of the United States sitting in the State of Delaware or, if (and only if) the federal court of the United States sitting in the State of Delaware finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware, and appellate courts thereof (together, the "Permitted Courts"), to enforce the dispute resolution provisions in this Section 10.1, or to enforce any award, relief or decision issued by an Arbitral Tribunal (or, if applicable, Emergency Arbitrator). In any such action: (A) each of the Parties irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any Permitted Court and (B) each of the Parties irrevocably consents to service of process by the mailing of copies of the process to the Parties as provided in Section 12.5, with service effected in this manner becoming effective five (5) days after the mailing of the process.

(e) Waiver of Jury Trial. 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 (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.1.

(f) Confidentiality. Without limiting the provisions of the Rules, unless otherwise agreed in writing by or among the Parties or permitted by this Agreement, the Parties shall keep, and shall cause the members of their applicable Group to keep, confidential all matters relating to the arbitration (including the existence of the proceeding and all of its elements and including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions) or the award, and any negotiations, conferences and discussions pursuant to this Article X shall be treated as compromise and settlement negotiations; provided that such matters may be disclosed (i) to the extent reasonably necessary in any proceeding brought to enforce this Article X or the award or for entry of a judgment upon the award and (ii) to the extent otherwise required by Law. Nothing said or disclosed, nor any document produced, in the course of any negotiations, conferences and discussions pursuant to this Article X that is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration. In the event any Party makes application to any court in connection with this Section 10.1(f) (including any proceedings to enforce a final award or any Interim Relief), that Party shall (x) take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator), to be filed under seal, (y) shall oppose any challenge by any third party to such sealing and (z) shall give the other Party immediate notice of such challenge.

Section 10.2 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article X with respect to all matters not subject to such dispute resolution.

ARTICLE XI

INSURANCE

Section 11.1 Insurance Matters.

(a) With respect to Liabilities of RemainCo that (x) constitute SpinCo Liabilities (other than those incurred by a member of the RemainCo Group) or (y) are otherwise incurred by a member of the SpinCo Group, in each case to the extent relating to, arising out of or resulting from occurrences, acts, omissions or other matters and/or claims accruing prior to the Effective Time, any rights to insurance coverage applicable to such Liabilities under Insurance Policies issued to any members of the RemainCo Group, are hereby assigned, partially or wholly as the case may be, by RemainCo (on behalf of itself and the applicable members of its Group) to the applicable members of the SpinCo Group as of the Effective Time. RemainCo shall (or shall cause the applicable member of its Group to) provide the applicable member of the SpinCo Group with, from and after the Effective Time, access to, and the right to make claims under, the applicable Insurance Policy; provided that such access to, and the right to make claims under, such Insurance Policy shall be subject to the terms, conditions and exclusions of such Insurance Policy, including any notice or reporting requirements under the occurrence reported excess general liability Insurance Policies, any limits on coverage or scope, and any deductibles, retentions, retrospective premiums, and other chargeback amounts, fees, costs and expenses, and shall be subject to the following:

(i) To the extent permitted under such Insurance Policy, the applicable members of the SpinCo Group shall be responsible for the submission, administration and management of any such claims under such Insurance Policy; provided that SpinCo shall provide reasonable written notice to the applicable member of the RemainCo Group prior to submitting any such claims;

(ii) If such Insurance Policy does not permit the applicable members of the SpinCo Group to directly submit claims thereunder, SpinCo shall, or shall cause the applicable member of its Group to, report any such claims under such Insurance Policy as soon as practicable to RemainCo, and RemainCo shall, or shall cause the applicable member of its Group to, submit such claims directly to the applicable Insurer(s); provided that SpinCo (or the applicable member of its Group) shall (x) be responsible for (A) the preparation of any documents that are required for the submission of such claims and (B) the administration and management of such claims after submission, and (y) provide RemainCo or the applicable member of its Group with such documents or other information necessary for the submission of such claims by RemainCo or the applicable member of its Group, on behalf of SpinCo or the applicable member of its Group;

(iii) The members of the RemainCo Group shall reasonably cooperate with the applicable members of the SpinCo Group in the pursuit of any such claims under such Insurance Policies, including by providing the applicable members of the SpinCo Group with commercially reasonable access to the applicable Insurance Policy(ies) upon the written request of SpinCo and promptly remitting insurance proceeds to the applicable members of the SpinCo Group;

(iv) SpinCo (or the applicable members of its Group) shall be responsible for any payments to the applicable Insurer under such Insurance Policy relating to its claims submissions and shall indemnify, hold harmless and reimburse RemainCo (and the applicable members of its Group) for any losses, liabilities, costs or expenses incurred or payable by RemainCo (or any members of its Group), as applicable, to the extent resulting from any access to, or any claims made by SpinCo (or any members of its Group) under, any such Insurance Policy in accordance with this Section 11.1(a) (with respect to SpinCo Liabilities), including any deductibles, retentions, retrospective premiums and other chargeback amounts, fees, costs and expenses, indemnity payments, settlements, judgments, attorneys' fees, Allocated claims expenses and claim handling fees, whether such claims are submitted directly or indirectly by SpinCo, a member of the SpinCo Group, its or their respective employees or third parties;

(v) SpinCo (or the applicable members of its Group) shall bear (and none of the RemainCo Group shall have any obligation to repay or reimburse the SpinCo Group for) and shall be liable for all excluded, uninsured, uncovered, unavailable or uncollectible amounts of all such claims made by SpinCo or any members of the SpinCo Group under such Insurance Policy (unless otherwise constituting a RemainCo Liability);

(vi) RemainCo shall not be liable to SpinCo for insurance claims not reimbursed by insurers for any reason not within the reasonable control of RemainCo, including co-insurance provisions, quota share deductibles, exhaustion of aggregates, self-insured retentions, bankruptcy or insolvency of and insurer, insurance policy limitations or restrictions, any coverage disputes, any failure to timely assert a claim by SpinCo or any defect in such claim or its processing; and

(vii) No member of the SpinCo Group, in connection with making a claim under any such Insurance Policy pursuant to this Section 11.1(a), shall take any action or fail to take any action that would be reasonably likely to (w) have an adverse impact on the then-current relationship between any member of the RemainCo Group, on the one hand, and the applicable Insurer(s), on the other hand, (x) result in the applicable Insurer(s) terminating or reducing coverage for, or increasing the amount of any premium owed by, any member of the RemainCo Group under such Insurance Policy, (y) otherwise compromise, jeopardize or interfere with the rights of any member of the RemainCo Group under such Insurance Policy or (z) otherwise compromise or impair the ability of RemainCo to enforce its rights with respect to any indemnification under or arising out of this Agreement, and RemainCo shall have the right to cause SpinCo to desist, or cause any other member of the SpinCo Group to desist, from any action that RemainCo reasonably determines would compromise or impair its rights in accordance with this clause (z); provided that this Section 11.1(a)(vii) shall not preclude or otherwise restrict any member of the SpinCo Group from reporting claims to Insurers in the ordinary course of business.

(b) With respect to Liabilities of SpinCo that (x) constitute RemainCo Liabilities (other than those incurred by a member of the SpinCo Group) or (y) are otherwise incurred by a member of the RemainCo Group, in each case to the extent relating to, arising out of or resulting from occurrences, acts, omissions or other matters

and/or claims accruing prior to the Effective Time, any rights to insurance coverage applicable to such Liabilities under Insurance Policies issued to any members of the SpinCo Group, are hereby assigned, partially or wholly as the case may be, by SpinCo (on behalf of itself and the applicable members of its Group) to the applicable members of the RemainCo Group as of the Effective Time. SpinCo shall (or shall cause the applicable member of its Group to) provide the applicable member of the RemainCo Group with, from and after the Effective Time, access to, and the right to make claims under, the applicable Insurance Policy; provided that such access to, and the right to make claims under, such Insurance Policy shall be subject to the terms, conditions and exclusions of such Insurance Policy, including any notice or reporting requirements under the occurrence reported excess general liability Insurance Policies, any limits on coverage or scope, and any deductibles, retentions, retrospective premiums, and other chargeback amounts, fees, costs and expenses, and shall be subject to the following:

(i) To the extent permitted under such Insurance Policy, the applicable members of the RemainCo Group shall be responsible for the submission, administration and management of any such claims under such Insurance Policy; provided that RemainCo shall provide reasonable written notice to the applicable member of the SpinCo Group prior to submitting any such claims;

(ii) If such Insurance Policy does not permit the applicable members of the RemainCo Group to directly submit claims thereunder, RemainCo shall, or shall cause the applicable member of its Group to, report any such claims under such Insurance Policy as soon as practicable to SpinCo, and SpinCo shall, or shall cause the applicable member of its Group to, submit such claims directly to the applicable Insurer(s); provided that RemainCo (or the applicable member of its Group) shall (x) be responsible for (A) the preparation of any documents that are required for the submission of such claims and (B) the administration and management of such claims after submission, and (y) provide SpinCo or the applicable member of its Group with such documents or other information necessary for the submission of such claims by SpinCo or the applicable member of its Group, on behalf of RemainCo or the applicable member of its Group;

(iii) The members of the SpinCo Group shall reasonably cooperate with the applicable members of the RemainCo Group in the pursuit of any such claims under such Insurance Policies, including by providing the applicable members of the RemainCo Group with commercially reasonable access to the applicable Insurance Policy(ies) upon the written request of RemainCo and promptly remitting insurance proceeds to the applicable members of the RemainCo Group;

(iv) RemainCo (or the applicable members of its Group) shall be responsible for any payments to the applicable Insurer under such Insurance Policy relating to its claims submissions, and shall indemnify, hold harmless and reimburse SpinCo (and the applicable member of its Group) for any losses, liabilities, costs or expenses incurred or payable by SpinCo (or any members of its Group), as applicable, to the extent resulting from any access to, or any claims made by RemainCo (or any members of its Group) under, any such Insurance Policy in accordance with this Section 11.1(b) (with respect to RemainCo Liabilities), including any deductibles, retentions, retrospective premiums and other chargeback amounts, fees, costs and expenses, indemnity payments, settlements, judgments, attorneys' fees, Allocated claims expenses and claim handling fees, whether such claims are submitted directly or indirectly by RemainCo, a member of the RemainCo Group, its or their respective employees or third parties;

(v) RemainCo (or the applicable members of its Group) shall bear (and none of the SpinCo Group shall have any obligation to repay or reimburse the RemainCo Group for) and shall be liable for all excluded, uninsured, uncovered, unavailable or uncollectible amounts of all such claims made by RemainCo or any members of the RemainCo Group under such Insurance Policy (unless otherwise constituting a SpinCo Liability);

(vi) SpinCo shall not be liable to RemainCo for insurance claims not reimbursed by insurers for any reason not within the reasonable control of SpinCo, including co-insurance provisions, quota share deductibles, exhaustion of aggregates, self-insured retentions, bankruptcy or insolvency of and insurer, insurance policy limitations or restrictions, any coverage disputes, any failure to timely assert a claim by RemainCo or any defect in such claim or its processing; and

(vii) No member of the RemainCo Group, in connection with making a claim under any such Insurance Policy pursuant to this Section 11.1(b), shall take any action or fail to take any action that would be reasonably likely to (w) have an adverse impact on the then-current relationship between any member of the SpinCo Group, on the one hand, and the applicable Insurer(s), on the other hand, (x) result in the applicable Insurer(s) terminating or reducing coverage for, or increasing the amount of any premium owed by, any member of the SpinCo Group under such Insurance Policy, (y) otherwise compromise, jeopardize or interfere with the rights of any member of the SpinCo Group under such Insurance Policy or (z) otherwise compromise or impair the ability of SpinCo to enforce its rights with respect to any indemnification under or arising out of this Agreement, and SpinCo shall have the right to cause RemainCo to desist, or cause any other member of the RemainCo Group to desist, from any action that SpinCo reasonably determines would compromise or impair its rights in accordance with this clause (z); provided that this Section 11.1(b)(vii) shall not preclude or otherwise restrict any member of the RemainCo Group from reporting claims to Insurers in the ordinary course of business.

(c) With respect to any Insurance Policies whose rights are shared between RemainCo and SpinCo (or any member of their respective Groups), claims shall be paid, any self-insurance pertaining thereto shall be applied, and the applicable limits under such Insurance Policies shall be reduced, in each case, in accordance with the terms of such Insurance Policies; provided, however, (i) in the event that there are claims under any such Insurance Policy by both a member of the RemainCo Group and a member of the SpinCo Group, then the limits of such Insurance Policy and any applicable deductible or retention under such Insurance Policy shall be Allocated between the applicable members of the RemainCo Group and the SpinCo Group in accordance with their respective *bona fide* losses covered under such Insurance Policy and (ii) none of RemainCo or SpinCo (or any member of their respective Groups) shall accelerate or delay the notification, submission, adjustment, handling or resolution of claims or the receipt of Insurance Proceeds in a manner that would differ from that which each would follow in the ordinary course when acting without regard to sufficiency of limits or the terms of self-insurance.

(d) The members of each Group shall use commercially reasonable efforts not to take any action or fail to take any action that would be reasonably likely to eliminate or substantially reduce the coverage of any member of the other Group under any Insurance Policy in respect of occurrence, act, omission or other matter taking place prior to the Effective Time without the Consent of any such member of the other Group (or the Consent of RemainCo or SpinCo, as applicable, on behalf of such member); provided that (i) the expiration of any such Insurance Policies in accordance with their respective terms (including sending a notice of non-renewal) is expressly permitted; and (ii) the submission of a claim by any member of one Group shall not constitute an action that is reasonably likely to eliminate or substantially reduce the coverage of any member of the other Group

Section 11.2 Fiduciary Liability Insurance. At or prior to the Effective Time, to be effective as of the Effective Time, RemainCo shall purchase and obtain fiduciary liability "tail" insurance with a six (6)-year reporting period covering the RemainCo Group and the SpinCo Group and their respective insured persons with respect to acts, omissions or other matters occurring at or prior to the Effective Time; provided that the financial responsibility for the purchase of such "tail" shall be shared equally by each Group.

Section 11.3 Directors and Officers Indemnification and Insurance.

(a) For a period of six (6) years from and after the Distribution Date, (i) the Second Amended and Restated Certificate of Incorporation and Second Amended and Restated Bylaws of RemainCo, in each case, as amended and restated or otherwise modified from time to time, shall contain provisions no less favorable with respect to indemnification than are set forth in the Second Amended and Restated Certificate of Incorporation and Second Amended and Restated Bylaws of RemainCo immediately before the Effective Time, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from and after the Distribution Date in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were indemnified under such Second Amended and Restated Certificate of Incorporation and Second Amended and Restated Bylaws, unless such amendment, repeal, or modification shall be required by Law and then only to the minimum extent required by Law or approved by RemainCo's stockholders, and (ii) the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of SpinCo, in each case, as amended and restated or otherwise modified from time to time, shall contain provisions no less favorable with respect to indemnification than are set forth in the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of SpinCo

immediately before the Effective Time, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from and after the Distribution Date in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Effective Time, were indemnified under such Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, unless such amendment, repeal, or modification shall be required by Law and then only to the minimum extent required by Law or approved by SpinCo's stockholders.

(b) At or prior to the Effective Time, to be effective as of the Effective Time, RemainCo shall purchase and obtain directors and officers liability "tail" insurance with a six (6)-year reporting period covering the RemainCo Group and the SpinCo Group and their respective insured persons with respect to acts, omissions or other matters occurring at or prior to the Effective Time; provided that the financial responsibility for the purchase of such "tail" shall be shared equally by each Group.

Section 11.4 Insurance for Post-Distribution Matters. Except as provided in this Article XI, from and after the Effective Time, each Group shall be responsible, at its sole cost and expense, for securing all insurance it deems appropriate for the operation of its Group and all of its Assets and Liabilities with respect to occurrences, acts, omissions or other matters occurring and/or accruing from and after the Effective Time.

Section 11.5 No Assignment of Entire Insurance Policies. This Agreement, or the assignments of insurance rights hereunder, shall not be considered as an attempted assignment of any Insurance Policy in its entirety (as opposed to an assignment of rights and proceeds under an Insurance Policy), nor is it considered to be itself a contract of insurance. The assignments of insurance rights hereunder do not increase the risk underwritten by any insurer, but rather are intended to align, after the Effective Time, pre-existing insurance rights with liabilities and losses that have already accrued and/or occurred as of the Effective Time. This Agreement shall not be construed to waive any right or remedy of any Party under or with respect to any Insurance Policy, and the Parties reserve all their rights thereunder.

Section 11.6 Agreement for Waiver of Conflict and Shared Defense. In the event of any Action by or against members of both Groups to recover Insurance Proceeds under an Insurance Policy with respect to claims that relate to the same or related occurrences, acts, omissions or other matters, then the Parties (or the applicable member of such Party's Group) may jointly prosecute or defend any such Action, and be represented by joint counsel, in which case each Party shall, or shall cause the applicable members of its Group to, waive any conflict of interest to the extent necessary to conduct such joint prosecution or defense.

Section 11.7 Cooperation. The Parties agree to use their commercially reasonable efforts to cooperate with respect to the various insurance matters contemplated by this Agreement. If any Liabilities involve claims against members of both Groups accruing and/or occurring before and after the Effective Time, such members may jointly make claims for coverage under the applicable Insurance Policies, and such members will cooperate with each other in pursuit of such coverage, with the insurance proceeds relating thereto first used to reimburse the Parties for their respective costs, legal and consulting fees, and other out-of-pocket expenses incurred in pursuing such insurance recovery, and the remaining amounts to be allocated among the Parties in an equitable manner.

Section 11.8 Accessible DWDP Insurance Policies. For the avoidance of doubt, this Article XI shall not apply to Accessible DWDP Insurance Policies, which shall be governed by Section 6.4.

Section 11.9 Rights to Existing Credit Insurance Policies. Each Party agrees to the covenants and agreements set forth on Schedule 11.9.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Complete Agreement; Construction. This Agreement, including the Exhibits and Schedules, the Ancillary Agreements and, solely to the extent and for the limited purpose of effecting the Internal Reorganization, the Conveyancing and Allocation 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 and to the extent that there shall be 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 any inconsistency between the provisions of (a) this Agreement and the provisions of any Ancillary Agreement, such Ancillary Agreement shall control (except with respect to any provisions relating to the Transfer of Assets to, or the Allocation of Liabilities by, a Party or a member of its Group, the Internal Reorganization, the SpinCo Contribution, the EIDP Distribution, the Distribution, the covenants and obligations set forth in Article V, Article VI, Article VII, Article VIII, Article IX, Article X and Article XI or the application of Article XII to the terms of this Agreement (or, in each case, any indemnification rights pursuant to this Agreement in respect thereof and/or any other remedies pursuant to this Agreement in respect of any breach of any covenant or obligation under this Agreement), in which case this Agreement shall control), (b) this Agreement and any Conveyancing and Allocation Instrument, this Agreement shall control, (c) any Ancillary Agreement with respect to a subject matter in a jurisdiction and any Ancillary Agreement with respect to such subject matter globally or in a broader region in which such jurisdiction is located, the Ancillary Agreement with respect to such subject matter in such broader region shall control and (d) this Agreement and any agreement which is not an Ancillary Agreement (other than a Conveyancing and Allocation Instrument), this Agreement shall control unless both (x) it is specifically stated in such agreement that such agreement controls and (y) such agreement has been executed by a member of the Group that it is to be enforced against. Except as expressly set forth in this Agreement or any Ancillary Agreement, (i) all matters relating to Taxes, Tax assets and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by the Tax Matters Agreement and (ii) for the avoidance of doubt, in the event and to the extent that there shall be any inconsistency between this 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. Except as expressly set forth in this Agreement or any Ancillary Agreement, (i) all Assets (without giving effect to the proviso in the definition of "Assets") of the Parties and their respective Subsidiaries that are Transferred pursuant to the Employee Matters Agreement and all Employee Related Liabilities shall be governed exclusively by the Employee Matters Agreement and (ii) for the avoidance of doubt, in the event and to the extent that there shall be any inconsistency between this Agreement or any Ancillary Agreement, on the one hand, and the Employee Matters Agreement, on the other hand, with respect to such matters, the terms and conditions of the Employee Matters Agreement shall govern.

Section 12.2 Ancillary Agreements. Except as expressly set forth in this Agreement or any Ancillary Agreement, (a) the Tax Matters Agreement shall exclusively govern all matters relating to Taxes between the Parties (except to the extent that Tax matters are expressly addressed in any other Ancillary Agreement), (b) the Employee Matters Agreement shall exclusively govern all matters related to employees and employee benefits between the parties thereto, including matters related to workers' compensation benefits, (c) the Transition Services Agreements shall exclusively govern all matters relating to the provision of certain services identified therein to be provided by each Party to the other on a transitional basis following the Distribution Date, (d) IP Matters Agreement shall exclusively govern all matters relating to the sharing and licensing of Intellectual Property (except to the extent that such Intellectual Property matters are expressly addressed in any other Ancillary Agreement) and (e) any other Ancillary Agreement shall exclusively govern all matters expressly addressed by such Ancillary Agreement.

Section 12.3 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 12.4 Survival of Agreements. Except as otherwise contemplated by this Agreement or any Ancillary Agreement, all covenants and agreements of the Parties contained in this Agreement and each Ancillary Agreement shall survive the Effective Time and remain in full force and effect in accordance with their applicable terms.

Section 12.5 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that a Party may supplementally (and shall supplementally, if an automatic failure of delivery notice is received in response to the applicable email) deliver a notice by delivery in person or by national courier service)), (b) when delivered, if delivered personally to the intended recipient, and (c)

one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party 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 12.5):

To RemainCo:

9330 Zionsville Road
Indianapolis, Indiana 46268
Attention: Chief Legal Officer
Email: [***]

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

Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, New York 10001
Attention: Thomas E. Dunn
Matthew L. Ploszek
Jihyun Chung
Email: tdunn@cravath.com
mploszek@cravath.com
jchung@cravath.com

To SpinCo:

7100 NW 62nd Avenue
Johnston, Iowa
Attention: Chief Legal Officer
Email: [***]

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

Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, New York 10001
Attention: Thomas E. Dunn
Matthew L. Ploszek
Jihyun Chung
Email: tdunn@cravath.com
mploszek@cravath.com
jchung@cravath.com

Section 12.6 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 the 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 12.7 Amendments. Subject to the terms of Section 12.10 hereof, this Agreement may not be modified or amended except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

Section 12.8 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 Party (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 Party, 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 12.8 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 Party.

Section 12.9 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.

Section 12.10 Certain Termination and Amendment Rights. This Agreement (including Article VIII) may be terminated at any time prior to the Effective Time by and in the sole discretion of the Board without the approval of SpinCo or the stockholders of RemainCo and, in the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person. The Distribution may be amended, modified or abandoned at any time prior to the Effective Time by and in the sole discretion of the Board without the approval of SpinCo or the stockholders of RemainCo. After the Effective Time, this Agreement may not be terminated or amended except by an agreement in writing signed by each of the Parties. Notwithstanding the foregoing, Article VIII, Section 11.2 or Section 11.3 shall not be terminated or amended after the Effective Time in a manner adverse to the third party beneficiaries thereof without the Consent of any such Person.

Section 12.11 Payment Terms.

(a) Except as set forth in Article VIII or 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 the other Party (and/or a member of such other Party's Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within ninety (90) 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) Except as set forth in Article VIII or as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within ninety (90) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to SOFR (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 SOFR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which SpinCo and RemainCo 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 Section 12.11(a), 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 (and/or a

member of the payor Party's Group), 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 SOFR (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 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 RemainCo or SpinCo under this Agreement shall be made in U.S. dollars. Except as expressly provided herein, any amount which is not expressed in U.S. dollars shall be converted into U.S. dollars by using the Bloomberg fixing rate at 5:00 p.m. New York City Time on the day before the date the payment is required to be made or, as applicable, on which an invoice is submitted (provided, however, that with regard to any payments in respect of Indemnifiable Losses for payments made to third parties, the date shall be the day before the relevant payment was made to the third party) or in the Wall Street Journal on such date if not so published on Bloomberg. Except as expressly provided herein, in the event that any indemnification payment required to be made hereunder may be denominated in a currency other than U.S. dollars, the amount of such payment shall be converted into U.S. dollars on the date in which notice of the claim is given to the Indemnifying Party.

Section 12.12 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 pursuant to Article VIII).

Section 12.13 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 at and after the Effective Time.

Section 12.14 Third Party Beneficiaries. Notwithstanding anything herein to the contrary, except (a) as provided in Article VIII relating to Indemnitees and for the release under Section 8.1 of any Person provided therein, (b) as provided in Section 11.2 relating to insured persons and Section 11.3 relating to the directors, officers, employees, fiduciaries or agents provided therein, (c) as provided in Section 9.8 relating to Corteva Counsel and (d) as specifically provided in any Ancillary Agreement, 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.

Section 12.15 Title and Headings. Titles and headings to articles, sections and paragraphs 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 12.16 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. The Exhibits and Schedules may be updated from time to time by RemainCo in its sole discretion prior to the Effective Time. Nothing in the Exhibits or Schedules constitutes an admission of any Liability or obligation of any member of the RemainCo Group or the SpinCo 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 RemainCo Group or the SpinCo Group or any of their respective Affiliates. The inclusion of any item or Liability or category of item or Liability on any Exhibit or Schedule 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 or is reasonably estimable or foreseeable.

Section 12.17 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 12.18 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 Indemnifiable Loss. 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 Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of Article X, 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 12.19 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 12.20 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 (including with respect to the rights, entitlements, obligations and recoveries that may arise out of one or more of the following Sections: Section 8.2, Section 8.3 and Section 8.4).

Section 12.21 Public Announcements. From and after the Effective Time, RemainCo and SpinCo hereby agree (a) to coordinate with the other Party on the Parties' initial press releases with respect to the transactions contemplated hereby and (b) that no press release or similar public announcement or external communication shall, if prior to, or after, the Effective Time, be made or be caused to be made (including by such Party's Affiliates) concerning the execution or performance of this Agreement until such Party has consulted with the other Party, and provided meaningful opportunity for review and given due consideration to reasonable comment by the other Party, except (x) as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system, (y) for disclosures made that are substantially consistent with disclosure contained in any Distribution Disclosure Document and (z) as may pertain to disputes between one Party or any member of its Group, on the one hand, and the other Party or any member of its Group, on the other hand; provided that in the case of clause (z), any Party that intends to issue a press release or similar public announcement or external communication regarding such dispute shall provide reasonable advance written notice to the other Party in accordance with Section 12.5, which notice shall include a copy of the press release or similar public announcement or external communication, or where no such copy is available, a description of the press release or similar public announcement or external communication.

Section 12.22 Tax Treatment of Payments. Any Indemnity Payment shall be treated in accordance with Section 2.10 of the Tax Matters Agreement.

* * * * *

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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.

CORTEVA, INC.

By: /s/ Cornel B. Fuerer
Name: Cornel B. Fuerer
Title: Senior Vice President, Strategic Advisor

VYLOR INC.

By: /s/ Jennifer A. Johnson
Name: Jennifer A. Johnson
Title: Authorized Signatory

Solely for purposes of Sections 3.2 and 3.7:

EIDP, INC.

By: /s/ Cornel B. Fuerer
Name: Cornel B. Fuerer
Title: Authorized Signatory

Exhibit A

Steps Plan

[***]

Exhibit B

Industrial Real Property Restrictions

[***]

Exhibit 10.1

TAX MATTERS AGREEMENT

by and between

CORTEVA, INC.

and

VYLOR INC.

Dated as of October 1, 2026

Exhibit 10.1

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT, dated as of October 1, 2026 (this "Agreement"), by and between CORTEVA, INC., a Delaware corporation ("RemainCo"), and VYLOR INC., a Delaware corporation ("SpinCo"). Each of RemainCo and SpinCo is sometimes referred to herein as a "Party", and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, RemainCo is the common parent of an affiliated group of corporations, within the meaning of Section 1504(a) of the Code, that has elected to file consolidated U.S. federal income Tax Returns, and SpinCo is a member of that group;

WHEREAS, pursuant to, and subject to the terms of, the Separation Agreement, the Parties have effected, or agreed to effect, the Transactions;

WHEREAS, the Parties intend that certain of the Transactions qualify for the Intended Tax Treatment; and

WHEREAS, SpinCo will cease to be a member of the Consolidated Group of which RemainCo is the common parent after the Distribution.

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

Section 1.1. Definition of Terms. As used in this Agreement, the following terms shall have the following meanings. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Separation Agreement.

(1) "25% Acquisition Transaction" shall have the meaning set forth in Section 4.4(b).

(2) "Action" shall have the meaning set forth in the Separation Agreement.

(3) "Active Trade or Business" shall mean the active conduct (determined in accordance with Section 355(b) of the Code and the Regulations thereunder) of any trade or business described in Schedule A for purposes of satisfying the requirements of Section 355(b) of the Code.

(4) "Affiliate" shall have the meaning set forth in the Separation Agreement.

(5) "Agreement" shall have the meaning set forth in the preamble hereto.

(6) "Ancillary Agreement" shall mean an Ancillary Agreement, as defined in the Separation Agreement, other than this Agreement.

(7) "Applicable RemainCo Percentage" shall have the meaning set forth in the Separation Agreement.

(8) "Applicable SpinCo Percentage" shall have the meaning set forth in the Separation Agreement.

(9) "Business Day" shall have the meaning set forth in the Separation Agreement.

(10) "Chemours TMA" shall mean that certain Tax Matters Agreement, dated as of June 26, 2015, by and among E.I. du Pont de Nemours and Company and The Chemours Company, as modified, amended and/or supplemented at or prior to the Effective Time.

(11) "Claiming Group" shall have the meaning set forth in Section 2.9.

(12) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(13) "Consolidated Group" shall mean a group of Persons reporting and paying Taxes on a consolidated, combined or unitary Tax basis that includes at least one member of the RemainCo Group and at least one member of the SpinCo Group.

(14) "Conveyancing and Allocation Instrument" shall have the meaning set forth in the Separation Agreement.

(15) "Determination" shall mean the final resolution of liability for any Tax for any taxable period by or as a result of (a) a final and unappealable decision, judgment, decree or other order by any court of competent jurisdiction; (b) a final settlement, compromise or other agreement with the relevant Taxing Authority, an agreement that constitutes a determination under Section 1313(a)(4) of the Code, an agreement contained in an IRS Form 870-AD, a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code or a comparable agreement under state, local or non-U.S. Law; (c) the expiration of the applicable statute of limitations; or (d) the payment of the Tax by a Party (or its Affiliate) that is responsible for payment of that Tax under applicable Law, including with respect to any item disallowed or adjusted by a Taxing Authority; provided that, in the case of the foregoing clause (d), both Parties agree that no action should be taken to recoup that payment.

(16) "Dispute" shall have the meaning set forth in Section 6.3(a).

(17) "Dispute Resolution Firm" shall have the meaning set forth in Section 6.3(b).

(18) "Distribution" shall have the meaning set forth in the Separation Agreement.

(19) "Distribution Date" shall have the meaning set forth in the Separation Agreement.

(20) "Domestic Use Agreement" shall mean a domestic use agreement as described in Section 1.1503(d)-6(d) of the Regulations.

(21) "DWDP TMA" shall have the meaning set forth in the Separation Agreement.

(22) "Effective Time" shall have the meaning set forth in the Separation Agreement.

(23) "EIDP Distribution" shall have the meaning set forth in the Separation Agreement.

(24) "Entitled Group" shall have the meaning set forth in Section 2.9.

(25) "Escalation Notice" shall have the meaning set forth in Section 6.3(a).

(26) "Financing Transactions" shall have the meaning set forth in Schedule M.

(27) "Gain Recognition Agreement" shall mean a gain recognition agreement as described in Section 1.367(a)-8 of the Regulations.

(28) "Governmental Entity" shall have the meaning set forth in the Separation Agreement.

(29) "Group" shall mean (a) with respect to SpinCo, the SpinCo Group and (b) with respect to RemainCo, the RemainCo Group.

(30) "Indemnifying Party" shall mean a Party that has any obligation to indemnify an Indemnitee pursuant to this Agreement, the Separation Agreement or any Ancillary Agreement.

(31) "Indemnitee" shall mean a Person entitled to indemnification by an Indemnifying Party pursuant to this Agreement, the Separation Agreement or any Ancillary Agreement.

(32) "Indemnity Payment" shall have the meaning set forth in the Separation Agreement.

(33) "Information" shall have the meaning set forth in the Separation Agreement.

(34) "Intended Tax Treatment" shall mean the Tax treatment set forth in Schedule I.

(35) "Internal Reorganization" shall have the meaning set forth in the Separation Agreement.

(36) "Internal Restricted Entity" shall have the meaning set forth in Schedule B.

(37) "Internal Restricted Entity SAG" shall have the meaning set forth in Section 4.3(a)(iii).

(38) "IRS" shall mean the United States Internal Revenue Service.

(39) "Law" shall have the meaning set forth in the Separation Agreement.

(40) "Net Payable Amount" shall have the meaning set forth in Section 7.1.

(41) "Ordinary Course of Business" shall mean, with respect to an action taken (or to be taken) by a Person, that the action is taken in the ordinary course of the normal day-to-day operations of that Person.

(42) "Ordinary Taxes" shall mean Taxes other than (i) Transfer Taxes and (ii) Transaction Taxes.

(43) "Party" or "Parties" shall have the meaning set forth in the preamble hereto.

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

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

(46) "Person" shall have the meaning set forth in the Separation Agreement.

(47) "Post-Distribution Period" shall mean a taxable period (or portion thereof) beginning after the Distribution Date.

(48) "Pre-Distribution Period" shall mean a taxable period (or portion thereof) ending on or before the Distribution Date.

(49) "Prior TMA" shall mean the DWDP TMA or the Chemours TMA.

(50) "Prior TMA Payable" shall mean any obligation of any Party to make payments pursuant to a Prior TMA.

(51) "Prior TMA Receivable" shall mean any right of any Party to receive payments pursuant to a Prior TMA.

(52) "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) and the accountant-client privilege.

(53) "Proposed Acquisition Transaction" shall have the meaning set forth in Section 4.3(b)(i).

(54) "Protective Section 336(e) Election" shall mean, with respect to an entity, a protective election under Section 336(e) of the Code and Section 1.336-2(j) of the Regulations (and any similar provision of U.S. state or local Law) to treat the disposition of the Stock of such entity, pursuant to certain of the Transactions, as a deemed sale of the assets of such entity in accordance with Section 1.336-2(h) of the Regulations (or any similar provision of U.S. state or local Law).

(55) "Refund" shall mean any refund, credit or offset of Taxes (including any overpayment of Taxes that can be refunded), including any interest paid on or with respect to such refund of Taxes.

(56) "Refund Recipient" shall have the meaning set forth in Section 2.7(c).

(57) "Regulations" shall mean the U.S. Treasury regulations promulgated under the Code or any successor Treasury regulations.

(58) "RemainCo" shall have the meaning set forth in the preamble hereto.

(59) "RemainCo Business" shall have the meaning set forth in the Separation Agreement.

(60) "RemainCo Group" shall have the meaning set forth in the Separation Agreement.

(61) "RemainCo Tax Opinion" shall mean the Tax opinion, in form and substance satisfactory to RemainCo (in its sole discretion), of Cravath, Swaine & Moore LLP issued to RemainCo with respect to the qualification of certain of the Transactions for their Intended Tax Treatment.

(62) "RemainCo Tax Policy" shall mean the document titled "Our Approach to Taxes", available as of the date of this Agreement at https://investors.corteva.com/corporate-governance/corporate-governance-documents.

(63) "RemainCo Transaction Tax Percentage" shall mean, with respect to any Transaction Tax, the fraction, expressed as a percentage, the numerator of which is the amount of such Transaction Tax allocated to RemainCo pursuant to Section 2.5 and the denominator of which is the total amount of such Transaction Tax.

(64) "Representations" shall mean any representations provided to Cravath, Swaine & Moore LLP and Ernst & Young LLP by the Parties in connection with the Transactions, including those that serve as a basis for the RemainCo Tax Opinion.

(65) "Return Items" shall mean any item of income, gain, loss, deduction or credit.

(66) "Ruling" shall mean any ruling (including any supplemental ruling) issued by a Taxing Authority in connection with the Transactions, whether granted prior to, on or after the date hereof.

(67) "Satisfactory Guidance" shall have the meaning set forth in Section 4.3(c)(ii).

(68) "Separation Agreement" shall mean that certain Separation and Distribution Agreement, dated as of September 29, 2026, by and among RemainCo, SpinCo and, solely for the purposes set forth therein, EIDP, Inc.

(69) "SpinCo" shall have the meaning set forth in the preamble hereto.

(70) "SpinCo Business" shall have the meaning set forth in the Separation Agreement.

(71) "SpinCo Cash Distribution" shall have the meaning set forth in the Separation Agreement.

(72) "SpinCo Contribution" shall have the meaning set forth in the Separation Agreement.

(73) "SpinCo Group" shall have the meaning set forth in the Separation Agreement.

(74) "SpinCo Issuance" shall have the meaning set forth in the Separation Agreement.

(75) "SpinCo SAG" shall have the meaning set forth in Section 4.3(a)(iii).

(76) "Straddle Period" shall mean a taxable period beginning on or before the Distribution Date and ending after the Distribution Date.

(77) "Stock" shall mean (i) any share of any class or series of stock or any other equity interest and (ii) all other instruments properly treated as stock for U.S. federal income Tax purposes.

(78) "Subject Tax Return" shall have the meaning set forth in Section 3.2.

(79) "Subsidiary" shall have the meaning set forth in the Separation Agreement.

(80) "Tax" or "Taxes" shall mean all taxes, assessments, duties or similar charges of any kind whatsoever imposed by a Taxing Authority (or required by any Taxing Authority to be collected or withheld), in each case, in the nature of a tax, whether direct or indirect, together with any related interest, penalties or additional amounts; provided that Taxes shall not include escheat, tariffs or custom duties.

(81) "Tax Advisor" shall mean a Tax counsel or accounting firm of recognized national standing, including Cravath, Swaine & Moore LLP and Ernst & Young LLP.

(82) "Tax Attributes" shall mean any net operating loss, net capital loss, unused investment credit, unused foreign Tax credit, excess charitable contribution, unused general business credit, unused research and development credit, Tax basis, earnings and profits (including previously taxed income and earnings and profits) and any other similar Tax attributes that could reduce a Tax liability or create a Tax benefit, as determined for U.S. federal, state, local or non-U.S. Tax purposes.

(83) "Tax Contest" shall mean any audit, review, claim, examination, inquiry or any other administrative or judicial proceeding, in each case, in respect of Taxes by a Taxing Authority or Prior TMA Payables or Prior TMA Receivables.

(84) "Tax Notice" shall have the meaning set forth in Section 5.1(a).

(85) "Tax Officer" shall mean (i) for RemainCo, the chief tax officer and (ii) for SpinCo, the chief tax officer. The Tax Officers as of the Effective Time are set forth in Schedule J.

(86) "Tax Records" shall have the meaning set forth in Section 6.2.

(87) "Tax Return" shall mean any return, declaration, statement, report, form, estimate or information return relating to Taxes, including any amendments thereto and any related or supporting information, required or permitted to be filed under applicable Tax Law.

(88) "Tax Return Filer" shall have the meaning set forth in Section 3.3.

(89) "Tax Return Preparer" shall mean, with respect to any Tax Return that a member of the RemainCo Group is responsible for preparing under Section 3.1, RemainCo and, with respect to any Tax Return that a member of the SpinCo Group is responsible for preparing under Section 3.1, SpinCo.

(90) "Taxing Authority" shall mean any Governmental Entity charged with the determination, collection or imposition of Taxes.

(91) "Transaction Tax Contest" shall mean any Tax Contest with the purpose or effect of determining or redetermining Transaction Taxes.

(92) "Transaction Taxes" shall mean all (i) Taxes imposed on RemainCo, SpinCo or any of their respective Subsidiaries resulting from the failure of any step of the Transactions to qualify for the Intended Tax Treatment; (ii) Taxes imposed on any third party resulting from the failure of any step of the Transactions to qualify for the Intended Tax Treatment for which RemainCo, SpinCo or any of their respective Subsidiaries is or becomes liable for any reason; and (iii) reasonable out-of-pocket legal, accounting and other advisory or court fees incurred in connection with liability for Taxes described in clause (i) or (ii).

(93) "Transactions" shall mean the Internal Reorganization, the Financing Transactions, the SpinCo Contribution, the SpinCo Cash Distribution, the SpinCo Issuance, the EIDP Distribution and the Distribution.

(94) "Transfer Pricing Documentation" shall mean any return, declaration, statement, report, claim, schedule, form or other documentation and any associated workpapers required for purposes of establishing any position with respect to transfer pricing purposes with any Taxing Authority (including documentation described in Section 6662(e) of the Code or the Organisation for Economic Co-operation and Development transfer pricing guidelines), as determined based on the past practice of the applicable member of the RemainCo Group or the SpinCo Group.

(95) "Transfer Taxes" shall mean all transfer, sales, use, excise, stock, stamp, stamp duty, stamp duty reserve, stamp duty land, documentary, filing, recording, registration, value-added or other similar Taxes incurred in connection with the Transactions.

(96) "Unqualified Tax Opinion" shall have the meaning set forth in Section 4.3(c)(iii).

ARTICLE II

ALLOCATION OF TAX LIABILITIES AND BENEFITS

Section 2.1. Indemnity by RemainCo. RemainCo shall be liable for, and shall indemnify and hold SpinCo harmless from, the following Taxes, whether incurred directly by SpinCo or indirectly through a member of the SpinCo Group, without duplication:

(a) Ordinary Taxes allocated to RemainCo under Section 2.3;

(b) Transfer Taxes allocated to RemainCo under Section 2.4;

(c) Transaction Taxes allocated to RemainCo under Section 2.5;

(d) Taxes allocated to RemainCo under Section 2.6; and

(e) Taxes allocated to RemainCo under Section 6.1(e)(iii);

excluding, in each case, any Tax described in Section 2.2.

Section 2.2. Indemnity by SpinCo. SpinCo shall be liable for, and shall indemnify and hold RemainCo harmless from, the following Taxes, whether incurred directly by RemainCo or indirectly through a member of the RemainCo Group, without duplication:

(a) Ordinary Taxes allocated to SpinCo under Section 2.3;

(b) Transfer Taxes allocated to SpinCo under Section 2.4;

(c) Transaction Taxes allocated to SpinCo under Section 2.5;

(d) Taxes allocated to SpinCo under Section 2.6; and

(e) Taxes allocated to SpinCo under Section 6.1(e)(iii).

Section 2.3. Allocation of Ordinary Taxes.

(a) All Ordinary Taxes for any Pre-Distribution Period shall be allocated:

(i) to RemainCo, to the extent such Taxes relate exclusively to the RemainCo Business;

(ii) to SpinCo, to the extent such Taxes relate exclusively to the SpinCo Business; and

(iii) if not allocated under Section 2.3(a)(i) or Section 2.3(a)(ii), to RemainCo in accordance with the Applicable RemainCo Percentage and to SpinCo in accordance with the Applicable SpinCo Percentage.

(b) Notwithstanding Section 2.3(a), the following Taxes shall be allocated in accordance with Section 2.3(a)(iii):

(i) Ordinary Taxes of a Consolidated Group for any Pre-Distribution Period that become due and payable, or are paid, after the Distribution Date (other than any Taxes resulting from a Tax Contest);

(ii) Ordinary Taxes for any Straddle Period (including, for the avoidance of doubt, Ordinary Taxes of a Consolidated Group for any Straddle Period); and

(iii) Ordinary Taxes arising from the Transactions, whether resulting from a Tax Contest or otherwise.

(c) Notwithstanding Sections 2.3(a) through (b), RemainCo and SpinCo shall each be allocated all Ordinary Taxes allocated to it pursuant to Schedule C.

(d) Prior TMA Payables and Prior TMA Receivables shall be treated as Ordinary Taxes or Refunds of Ordinary Taxes, respectively, for purposes of this Agreement.

Section 2.4. Allocation of Transfer Taxes.

(a) All Transfer Taxes that become due and payable, or are paid, after the Distribution Date shall be allocated to RemainCo in accordance with the Applicable RemainCo Percentage and to SpinCo in accordance with the Applicable SpinCo Percentage.

(b) Notwithstanding Section 2.4(a), any Transfer Taxes that are recoverable by SpinCo after the Distribution Date using commercially reasonable efforts shall be allocated to SpinCo.

Section 2.5. Allocation of Transaction Taxes.

(a) All Transaction Taxes shall be allocated to a Party to the extent such Transaction Taxes would not have been imposed but for:

(i) the failure of any of the Representations or the representations contained in Section 4.1, in each case, made by such Party or members of its Group to be true, correct or complete when made;

(ii) the breach by such Party of any covenant herein (including those set forth in Section 4.3(a) without regard for Section 4.3(c)) or in the Separation Agreement or any Ancillary Agreement;

(iii) (A) the application of Sections 355(a)(1)(B), 355(e) or 355(f) of the Code to any of the Transactions intended to qualify as tax-free under Section 355 of the Code by virtue of any acquisition (or deemed acquisition) of Stock or assets of such Party or members of its Group or (B) the failure to satisfy the requirements of Section 355(a)(1)(C) of the Code with respect to any of the Transactions intended to qualify as tax-free under Section 355 of the Code, in each case, by virtue of any act or omission by such Party or members of its Group after the date hereof; or

(iv) any other act or omission by such Party or members of its Group that it knows or reasonably should have expected, if it had consulted with a Tax Advisor, is reasonably likely to give rise to Transaction Taxes (except if such act or omission is otherwise expressly required or permitted by this Agreement (other than under Section 4.3(c)), the Separation Agreement or any Ancillary Agreement).

(b) If any Transaction Taxes would be allocated both to RemainCo and SpinCo under Section 2.5(a), such Transaction Taxes shall be allocated between RemainCo and SpinCo in proportion to the relative contribution of the members of the RemainCo Group, on the one hand, and the members of the SpinCo Group (and counterparties to any consummated Proposed Acquisition Transactions, if applicable), on the other hand, to the circumstances giving rise to such Transaction Taxes; provided that, if any Transaction Taxes would be allocated to one Party under Section 2.5(a)(iii) and to the other Party under Sections 2.5(a)(i), 2.5(a)(ii) or 2.5(a)(iv), such Transaction Taxes shall be allocated solely to the Party to which such Transaction Taxes would be allocated under Section 2.5(a)(iii).

(c) If any Transaction Tax is not allocated under Sections 2.5(a) through (b), such Transaction Tax shall be allocated to RemainCo in accordance with the Applicable RemainCo Percentage and to SpinCo in accordance with the Applicable SpinCo Percentage.

Section 2.6. Miscellaneous Taxes. RemainCo and SpinCo shall each be allocated all Taxes allocated to it pursuant to Schedule G.

Section 2.7. Refunds.

(a) All Refunds of Taxes shall be allocated:

(i) to RemainCo, to the extent such Refunds are of Taxes described in Section 2.1; and

(ii) to SpinCo, to the extent such Refunds are of Taxes described in Section 2.2;

provided that the Parties agree to interpret this Section 2.7(a) consistent with the understanding that Refunds shall be treated as negative Tax liabilities.

(b) Notwithstanding Section 2.7(a), and except as set forth in Section 2.7(e), RemainCo and SpinCo shall each be allocated all Refunds allocated to it pursuant to Schedule C.

(c) If a Party or any members of its Group receives any Refund of any Taxes that the other Party is allocated under Section 2.7(a) or (b) (the Party receiving, or whose Group member receives, such Refund, a "Refund Recipient"), the Refund Recipient shall pay to the other Party the amount of the Refund to which the other Party is allocated (net of any Taxes imposed and reasonable costs and expenses incurred with respect to the receipt of such Refund) as soon as reasonably practicable (and in no event later than thirty (30) Business Days of receipt); provided that the other Party, upon the request of the Refund Recipient, shall repay the amount paid to Refund Recipient (plus any penalties, interest or other charges imposed by the relevant Taxing Authority) in the event the Refund Recipient or any members of its Group is required to repay such Refund.

(d) If a Party or any members of its Group would be a Refund Recipient but for the fact it applied a Refund to which it would otherwise have been allocated against a Tax liability arising in a subsequent taxable period, then for purposes of this Section 2.7, (i) such Party or Group member shall be treated as a Refund Recipient, (ii) the Tax benefit of so applying the Refund shall be treated as a Refund and (iii) such Party or Group member shall be treated as receiving such Refund on the due date of the Tax Return to which the Refund is applied to reduce the subsequent Tax liability.

(e) Notwithstanding anything to the contrary in this Section 2.7, (i) each Party shall be allocated any Refund that is attributable to, and would not have arisen but for, a carryback of a Tax Attribute by such Party (or a member of its Group) pursuant to Section 3.5 and (ii) the principles of Schedule L shall apply to the Refunds referenced therein.

Section 2.8. Apportioned Tax Attributes.

(a) The Tax Officers shall cooperate in good faith to determine the allocation of Tax Attributes between the RemainCo Group and the SpinCo Group (or members thereof); provided that such allocation shall be consistent with (i) applicable Law, including (A) the principles of the "percentage method" described in Section 1.1502-33(d)(3) of the Regulations, (B) in the case of Tax Attributes other than earnings and profits, as applicable, 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 1.1502-79A of the Regulations (and any corresponding state, local and Tax Laws) and (C) in the case of earnings and profits, in accordance with Section 312(h) of the Code and Sections 1.312-10(a) and 1.1502-33(e) of the Regulations and (ii) the principles and examples set forth in Schedule E.

(b) Notwithstanding Section 2.8(a), RemainCo and SpinCo shall each be allocated all Tax Attributes allocated to it pursuant to Schedule C.

Section 2.9. Payment for Certain Attributes. To the extent that a Tax Attribute allocated under Section 2.8 to a member of one Group and claimed by a member of such Group on a Tax Return (such Group, the "Claiming Group") is, pursuant to a Determination, properly allowable only on a Tax Return of a member of the other Group (such other Group, the "Entitled Group"), (a) the Parties shall file an amended Tax Return for such member of the Entitled Group to claim such Tax Attribute to the extent permitted under applicable Law and (b) the Party whose Group is the Entitled Group shall, or shall cause a member of the Entitled Group to, pay to the other Party an amount equal to the actual reduction in Taxes of such Party or member of its Group (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.

Section 2.10. Treatment of Indemnity Payments.

(a) Character. Any Indemnity Payment (other than any portion of a payment that represents interest) shall be treated by the Parties (and members of their respective Groups) for all Tax purposes by reference to the relationship of the payor and payee immediately before the Distribution (or, if the Indemnity Payment relates to a Transaction other than the Distribution, immediately before such other Transaction) and, accordingly, shall be treated, if made by SpinCo, as a distribution by SpinCo (or, as appropriate, a member of the SpinCo Group) to RemainCo (or, as appropriate, a member of the RemainCo Group) and, if made by RemainCo, as a contribution from RemainCo (or, as appropriate, a member of the RemainCo Group) to SpinCo (or, as appropriate, a member of the SpinCo Group), in each case, except to the extent otherwise required by applicable Law. If any such Indemnity Payment is made after the Distribution (or such other Transaction), such distribution or contribution shall be treated as made immediately before the Distribution (or, as appropriate, another relevant Transaction), except to the extent otherwise required by applicable Law.

(b) Net of Taxes. The amount of any Indemnity Payment shall be (i) increased to take account of any Tax cost actually incurred by the Indemnitee resulting from the receipt of the Indemnity Payment, including any Tax cost arising from such Indemnity Payment having resulted in income or gain to either Party, for example, under Section 1.1502-19 of the Regulations (in each case, including Taxes imposed on payments of such additional amounts pursuant to this clause (i)) and (ii) reduced to take account of any cash Tax benefit arising from the incurrence

or payment of the loss in respect of which the Indemnity Payment is made that is actually realized by the Indemnitee in the taxable year in which such loss is incurred.

ARTICLE III

PREPARATION AND FILING OF TAX RETURNS

Section 3.1. Filing of Returns. Each Party shall prepare and timely file (or cause to be prepared and timely filed) any Tax Return as set forth under Schedule F. Unless otherwise provided under Schedule F, RemainCo and SpinCo shall prepare and timely file (or cause to be prepared and timely filed) any Tax Return required to be filed by it or a member of its Group under applicable Law. All Tax Returns for the Pre-Distribution Period shall be prepared and filed in a manner consistent with past practices of the applicable member of the RemainCo Group or SpinCo Group, as applicable.

Section 3.2. Review of Tax Returns. To the extent any Tax Return of a Party relates to Taxes for which another Party may be liable pursuant to this Agreement or is (i) attributable to the Pre-Distribution Period or a Straddle Period or (ii) allocated to such Party pursuant to Schedule F (any such Tax Return, a "Subject Tax Return"), the Tax Return Preparer shall (A) promptly, but in any event within ninety (90) Business Days of the due date (including extensions) of any Subject Tax Return, notify the other Party in writing of any amount (or any portion of any such amount) shown as due on that Tax Return for which the non-filing Party must indemnify the Tax Return Filer under this Agreement, (B) make drafts of such Subject Tax Return or relevant portions thereof and related workpapers available for review by the other Party at least sixty (60) Business Days prior to the due date (including any available extensions) for filing such Tax Return and (C) provide a final copy of any Subject Tax Return (as soon as reasonably available); provided that any failure by the preparing Party to provide notice or make available a Subject Tax Return (or relevant portions thereof) as provided in this Section 3.2 shall not relieve the other Party's indemnification obligations under this Agreement, except to the extent that the other Party shall have been actually and materially prejudiced by such failure. The Tax Return Preparer shall consider in good faith any reasonable comments made by such other Party at least thirty (30) Business Days prior to the due date (including any available extensions) for filing any Subject Tax Return. No Party shall file a Subject Tax Return in which the amount the other Party may be liable for exceeds one million dollars ($1,000,000.00) without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the responsible Party. For the avoidance of doubt, any Tax Returns of a Consolidated Group for the Pre-Distribution Period shall be Subject Tax Returns.

Section 3.3. Payment of Taxes. The Party responsible under Section 3.1 for filing (or causing to be filed) a Tax Return (the "Tax Return Filer") shall timely pay (or cause to be paid) any Taxes shown as due on that Tax Return to the relevant Taxing Authority. The obligation to make payments pursuant to this Section 3.3 shall not affect a Party's right, if any, to be indemnified with respect to the applicable Taxes.

Section 3.4. Amendments.

(a) Except as otherwise required by applicable Law, no Party shall (or shall cause members of its Group to) refile, amend, withdraw, revoke or otherwise alter any Tax Return if doing so would reasonably be expected to (i) obligate the other Party to make an Indemnity Payment under this Agreement, (ii) cause the other Party or any members of its Group to incur any Taxes for which it is not indemnified under this Agreement or (iii) adversely affect a Refund or other Tax Attribute to which the other Party or any members of its Group is entitled, in each case of clauses (i) through (iii), without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the other Party.

(b) No Party shall be obligated to amend any Tax Return, except as required by applicable Law or as necessary to preserve the Intended Tax Treatment.

Section 3.5. Carrybacks. Notwithstanding Section 3.4(a), each Party shall be permitted (but not required) to carryback (or to cause members of its Group to carryback), to the extent permitted under applicable Law, any Tax Attribute realized in a Post-Distribution Period (including the portion of any Straddle Period beginning after the Distribution Date) to a Pre-Distribution Period (including the portion of any Straddle Period ending on or before the Distribution Date); provided that no Party shall (or shall cause any member of its Group to) effect any such

carryback without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the other Party.

ARTICLE IV

TAX MATTERS RELATING TO THE DISTRIBUTION

Section 4.1. Mutual Representations. Each Party represents on behalf of itself and the other members of its Group that as of the date of this Agreement:

(a) it knows of no fact, and has no plan or intention to take any action, that it knows or reasonably should expect, assuming it had consulted with a Tax Advisor, is inconsistent with the qualification of any of the Transactions for the Intended Tax Treatment; and

(b) all Representations made by it or members of its Group are true, correct and complete.

Section 4.2. Mutual Covenants. Neither Party shall take or fail to take, or permit the respective members of its Group to take or fail to take, any action, if such action or omission (a) would be inconsistent with the Representations made by it or members of its Group, (b) would cause any such Representations to be untrue when made, (c) would be inconsistent with the qualification of any of the Transactions for the Intended Tax Treatment or (d) would be inconsistent with Schedule I.

Section 4.3. Restricted Actions.

(a) Subject to Section 4.3(b), from the date hereof until the first day after the two-year anniversary of the Distribution Date, SpinCo shall not (and shall not cause or permit any members of its Group to), in a single transaction or a series of transactions:

(i) cause or allow the SpinCo Group to cease to engage in any Active Trade or Business;

(ii) liquidate or partially liquidate SpinCo or any Internal Restricted Entity by way of a merger, amalgamation, consolidation, conversion or otherwise (except as provided by the Separation Agreement) (in each case, other than a combination of a member of the SpinCo Group, including SpinCo, with another member of the SpinCo Group);

(iii) sell or transfer 40% or more of the gross assets of any Active Trade or Business or 40% or more of the consolidated gross assets of the "separate affiliated group" (within the meaning of Section 355(b)(3)(B) of the Code) of (1) SpinCo (the "SpinCo SAG") or (2) any Internal Restricted Entity (an "Internal Restricted Entity SAG"), in each case, held immediately before the Distribution (other than (A) sales, transfers or dispositions of assets to any member of the SpinCo SAG or such entity's Internal Restricted Entity SAG, respectively, (B) sales, transfers or dispositions of assets in the Ordinary Course of Business, (C) payments of cash to acquire assets from an unrelated Person in an arm's-length transaction, (D) sales, transfers or dispositions of assets to a Person that is disregarded as an entity separate from the transferor for U.S. federal income Tax purposes or (E) any mandatory or optional repayments (or prepayments) in cash of any indebtedness of SpinCo, any Internal Restricted Entity, or any of their respective Subsidiaries); provided that, for purposes of this Section 4.3(a)(iii), (x) the value of the "gross assets" of an Active Trade or Business shall be the fair market value, without reduction for liabilities, of the assets of the relevant Active Trade or Business, determined as of immediately before the Distribution and consistently with the valuations, financial data and assumptions set forth in the Representations, and (y) the percentage of such gross assets treated as sold or transferred shall be equal to a fraction, the numerator of which is the value of the gross assets sold or transferred that were held as part of such Active Trade or Business immediately before the Distribution and the denominator of which is the value of all gross assets of such Active Trade or Business immediately prior to the Distribution;

(iv) redeem or otherwise repurchase (directly or indirectly) any Stock of SpinCo or any Internal Restricted Entity, except if such redemptions or repurchases satisfy Section 4.05(1)(b) of Revenue Procedure 96-30 (as in effect prior to its amendment by Revenue Procedure 2003-48);

(v) amend the certificate of incorporation (or other organizational documents) of SpinCo or any Internal Restricted Entity, or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of SpinCo or any Internal Restricted Entity (including, without limitation, through (A) the conversion of one class of Stock of SpinCo or any Internal Restricted Entity into another class of Stock of SpinCo or such Internal Restricted Entity, respectively, or (B) the declassification of the board of directors (or analogous supervisory or managing body) of SpinCo or any Internal Restricted Entity);

(vi) enter into a Proposed Acquisition Transaction; or

(vii) take any affirmative action that permits a Proposed Acquisition Transaction to occur by means of an agreement to which it is not a party (including by (A) redeeming rights under a shareholder rights plan, (B) finding a tender offer to be a "permitted offer" under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction or (C) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the Delaware General Corporate Law or any similar corporate statute, or any "fair price" or other provision of its charter or bylaws or otherwise).

(b) Definition of Proposed Acquisition Transaction.

(i) "Proposed Acquisition Transaction" shall mean a transaction or series of transactions (or any agreement, understanding or arrangement to enter into a transaction or series of transactions) as determined for purposes of Section 355(e) of the Code, in connection with which one or more Persons would (directly or indirectly) acquire, or have the right to acquire (including pursuant to an option, warrant or other conversion right), from any other Person or Persons, Stock of SpinCo or any Internal Restricted Entity that, when combined with any other acquisitions of the Stock of SpinCo or such Internal Restricted Entity, respectively, that occur on or after the Distribution, comprises 40% or more of the value or the total combined voting power of all interests that are treated as outstanding equity in SpinCo or such Internal Restricted Entity, respectively, for U.S. federal income Tax purposes immediately after such transaction or, in the case of a series of transactions, immediately after any transaction in such series. For this purpose, any recapitalization, repurchase or redemption of the Stock of, and any amendment to the certificate of incorporation (or other organizational documents) of, SpinCo or any Internal Restricted Entity shall be treated as an indirect acquisition of the Stock of SpinCo or such Internal Restricted Entity, respectively, by any shareholder to the extent such shareholder's percentage interest in interests that are treated as outstanding equity in SpinCo or such Internal Restricted Entity, respectively, for U.S. federal income Tax purposes increases by vote or value.

(ii) Notwithstanding Section 4.3(b)(i), a Proposed Acquisition Transaction shall not include (A) the adoption of a shareholder rights plan that meets the requirements of IRS Revenue Ruling 90-11, 1990-1 C.B. 10; (B) any acquisition of Stock that satisfies Safe Harbor VII (relating to acquisitions of stock listed on an established market) of Section 1.355-7(d) of the Regulations; or (C) issuances of Stock that satisfy 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 Section 1.355-7(d) of the Regulations.

(iii) The provisions of this Section 4.3(b), including the definition of "Proposed Acquisition Transaction", are intended to monitor compliance with Section 355(e) of the Code and shall be interpreted accordingly. Any clarification of, or change in, Section 355(e) of the Code or the Regulations thereunder shall be incorporated in this Section 4.3(b) and its interpretation.

(c) Consent to Take Certain Restricted Actions.

(i) SpinCo may (and may cause or permit members of the SpinCo Group to) take an action otherwise prohibited under Section 4.3(a) if RemainCo consents in writing; provided that RemainCo may not withhold its consent if SpinCo has received (and provided RemainCo with) Satisfactory Guidance. In all other cases, RemainCo's consent shall be at its sole discretion.

(ii) "Satisfactory Guidance" shall mean either a Ruling or an Unqualified Tax Opinion, at the election of SpinCo, concluding that the proposed action will not cause any of the Transactions to fail to qualify for the Intended Tax Treatment. Such Ruling or Unqualified Tax Opinion will constitute Satisfactory Guidance only if it is reasonably satisfactory in both form and substance to RemainCo in its reasonable discretion. In determining whether an Unqualified Tax Opinion is reasonably satisfactory, RemainCo may consider, among other factors, the appropriateness of any underlying assumptions or representations and RemainCo's views on the substantive merits of the legal analysis contained therein.

(iii) "Unqualified Tax Opinion" shall mean an unqualified "will" opinion of a Tax Advisor that permits reliance by RemainCo. The Tax Advisor, in issuing its opinion, shall be permitted to rely on the validity and correctness, as of the date given, of any previously issued Rulings and any Tax opinions previously issued by a Tax Advisor, unless such reliance would be unreasonable under the circumstances, and shall assume that each of the Transactions would have qualified for the Intended Tax Treatment if the action in question did not occur.

(d) Procedures Regarding Opinions and Rulings.

(i) If SpinCo notifies RemainCo that it desires to take a restricted action described in Section 4.3(a) and seeks Satisfactory Guidance for purposes of Section 4.3(c), RemainCo, at the request of SpinCo, shall, (A) in the case of a Ruling, use commercially reasonable efforts to expeditiously obtain such Satisfactory Guidance, or, (B) in the case of an Unqualified Tax Opinion, use commercially reasonable efforts to assist SpinCo in obtaining such Satisfactory Guidance. Notwithstanding the foregoing, RemainCo shall not be required to take any action pursuant to this Section 4.3(d) if, upon request, SpinCo fails to certify that all information and representations relating to SpinCo or any members of the SpinCo Group in the relevant documents are true, correct and complete or fails to obtain certification from any counterparty to any Proposed Acquisition Transaction that all information and representations relating to such counterparty in the relevant documents are true, correct and complete. SpinCo shall reimburse RemainCo for all reasonable out-of-pocket costs and expenses, documented in reasonable detail, incurred by RemainCo or any members of the RemainCo Group in obtaining Satisfactory Guidance within sixty (60) Business Days after receiving an invoice from RemainCo therefor.

(ii) RemainCo shall have the right to obtain a Ruling, any other guidance from any Taxing Authority or an opinion of a Tax Advisor relating to the Transactions at any time in RemainCo's sole discretion. SpinCo, at the request of RemainCo, shall use commercially reasonable efforts to expeditiously obtain, or assist RemainCo in obtaining, any such Ruling, other guidance or opinion; provided that SpinCo shall not be required to make any representation or covenant that it does not reasonably believe is (and will continue to be) true, accurate and consistent with historical facts. RemainCo shall reimburse SpinCo for all reasonable out-of-pocket costs and expenses, documented in reasonable detail, incurred by SpinCo or members of the SpinCo Group in obtaining any such Ruling, other guidance or opinion requested by RemainCo within sixty (60) Business Days after receiving an invoice from SpinCo therefor.

(iii) RemainCo shall have exclusive control over the process of obtaining any Ruling or other guidance from any Taxing Authority concerning the Transactions, and SpinCo shall not independently seek any Ruling or other guidance from a Taxing Authority concerning the Transactions at any time. In connection with any Ruling requested by a Party pursuant to Section 4.3(d) or that can reasonably be expected to affect the other Party's liabilities under this Agreement, the requesting Party shall (A) keep the other Party informed of all material actions taken or proposed to be taken by the requesting Party; (B) reasonably in advance of the submission of any ruling request provide the other Party with a draft thereof, consider the other Party's comments on such draft and provide the other Party with a final copy thereof; and (C) provide the other Party

with notice reasonably in advance of, and (subject to the approval of the IRS or other applicable Taxing Authority) permit the other Party to attend, any formally scheduled meetings with the IRS or other applicable Taxing Authority that relate to such Ruling.

(iv) SpinCo shall not seek a Ruling or any other guidance from a Taxing Authority with respect to a Pre-Distribution Period (whether or not relating to the Transactions) without obtaining RemainCo's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed).

Section 4.4. Notification Regarding Certain Acquisition Transactions.

(a) If SpinCo proposes to enter into any 25% Acquisition Transaction or takes any affirmative action to permit any 25% Acquisition Transaction to occur at any time from the date hereof until the first day after the two-year anniversary of the Distribution Date, SpinCo shall undertake in good faith to provide RemainCo, no later than sixty (60) Business Days following the signing of any written agreement with respect to such 25% Acquisition Transaction or obtaining knowledge of the occurrence of any such 25% Acquisition Transaction that takes place without a written agreement, with a written description of such transaction (including the type and amount of Stock to be issued) and an explanation as to why such transaction does not result in the application of Sections 355(a)(1)(B), 355(e) or 355(f) of the Code to the Transactions intended to qualify as tax-free under Section 355 of the Code.

(b) "25% Acquisition Transaction" shall mean any transaction or series of transactions that would be a Proposed Acquisition Transaction if the percentage specified in the definition of Proposed Acquisition Transaction were 25% instead of 40%.

Section 4.5. Reporting. RemainCo and SpinCo (a) shall timely file (or cause to be filed) any appropriate information and statements (including as required by Section 6045B of the Code and Section 1.355-5 of the Regulations and, as applicable, Section 1.368-3 of the Regulations) to report the applicable Transactions as qualifying for the Intended Tax Treatment and (b) absent a change of Law or a Determination in respect of the Transactions, shall not take any position on any Tax Return, financial statement or other document that is inconsistent with the Transactions qualifying for the Intended Tax Treatment.

Section 4.6. Protective Section 336(e) Elections.

(a) The Parties shall, at RemainCo's election, timely enter into a written, binding agreement (within the meaning of Section 1.336-2(h)(1)(i) of the Regulations) to make a Protective Section 336(e) Election with respect to the EIDP Distribution, the Distribution or the relevant step(s) of the Internal Reorganization, as RemainCo chooses. RemainCo shall timely make such Protective Section 336(e) Elections and timely file such forms as may be contemplated by applicable Tax Law or administrative practice to effect such Protective Section 336(e) Elections and shall have the exclusive right to prepare and file (i) the relevant purchase price allocation and any corresponding IRS Form 8883 (or any successor thereto) and (ii) any similar forms required or permitted to be filed under U.S. state or local Law in connection with such Protective Section 336(e) Elections. SpinCo shall cooperate with RemainCo to facilitate the making of such election.

(b) If RemainCo makes any Protective Section 336(e) Elections, the Parties shall not, and shall not permit any members of their respective Groups to, take any position for Tax purposes inconsistent with any of the Protective Section 336(e) Elections, except as may be required pursuant to a Determination.

(c) If SpinCo realizes a Tax benefit from the step-up in Tax basis resulting from a failure of one or more of the Transactions to qualify (in whole or in part) for the Intended Tax Treatment and a Protective Section 336(e) Election, SpinCo shall make quarterly payments to RemainCo equal to (i) the actual Tax savings, as and when realized, arising from such step-up in Tax basis, determined on a "with and without" basis (treating any deductions or amortization attributable to such step-up in Tax basis resulting from such Protective Section 336(e) Election as the last items claimed for any taxable period, including after the utilization of any available net operating loss carryforwards), net of any reasonable administrative costs and other reasonable out-of-pocket costs and expenses necessary to secure the Tax savings multiplied by (ii) the RemainCo Transaction Tax Percentage of any Transaction Taxes resulting from such failure of one or more of the Transactions to qualify (in whole or in part) for the Intended

Tax Treatment; provided, however, that this Section 4.6(c) shall not apply to the extent that SpinCo is allocated the Tax liability associated with such step-up in Tax basis.

Section 4.7. Actions after the Distribution on the Distribution Date. All "extraordinary items" (as defined in Section 1.1502-76(b)(2)(ii)(C) of the Regulations) arising after the Distribution on the Distribution Date shall be reported in accordance with the "next day rule" provided in Section 1.1502-76(b)(1)(ii)(B) of the Regulations.

Section 4.8. Termination of Tax Sharing Agreements. Prior to the Distribution, the Parties shall terminate all Tax allocation or sharing agreements that are exclusively between one or more members of the SpinCo Group, on the one hand, and one or more members of the RemainCo Group, on the other hand (other than this Agreement).

ARTICLE V

AUDITS AND CONTESTS

Section 5.1. Control of Tax Contests.

(a) If a Payee Party or any members of its Group receives any notice, letter, correspondence, claim or decree from any Taxing 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 thirty (30) Business 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 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 actually and materially prejudiced by the Payee Party's failure to deliver such Tax Notice. Subject to Section 5.1(b) below, (i) the Paying Party shall have the right to participate in all proceedings with respect to such Tax Contest and (ii) if the Paying Party so participates, in good faith, in all proceedings with respect to such Tax Contest, the Payee Party (or a member of its Group) shall not settle any such Tax Contest without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the Paying Party.

(b) Notwithstanding Section 5.1(a), the Parties shall have the right to jointly control any Transaction Tax Contest and no Party shall compromise or settle any such Tax Contest without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the other Party entitled to jointly control such Tax Contest.

Section 5.2. Expenses. Each Paying Party shall reimburse the applicable Payee Party for all reasonable out-of-pocket costs and expenses (including legal, consulting and accounting fees), documented in reasonable detail, incurred by such Payee Party in the course of any Tax Contest to the extent those expenses relate to matters for which the Paying Party is (or would be) required to indemnify the Payee Party under this Agreement; provided that such reimbursement shall be made within sixty (60) Business Days after receiving an invoice from such Payee Party therefor. For the avoidance of doubt, (i) no Party shall bear any out-of-pocket costs and expenses (including legal, consulting and accounting fees) incurred in the course of a Tax Contest (or any aspect thereof) relating to Taxes (or potential Taxes) that would be allocated to, or otherwise borne by, the other Party under this Agreement and (ii) the Parties agree to interpret this Section 5.2 consistent with the understanding that all costs and expenses incurred in the course of any Tax Contest shall be shared in the same manner, and in the same proportion, as the underlying Taxes or Refunds.

ARTICLE VI

GENERAL COOPERATION, DOCUMENT RETENTION AND CONFIDENTIALITY

Section 6.1. Cooperation and Good Faith.

(a) General. RemainCo and SpinCo shall (and shall cause the members of the RemainCo Group and the SpinCo Group, respectively, to) cooperate fully with all reasonable requests from the other Party in connection with all matters relating to or arising out of this Agreement. Such cooperation shall include the actions listed on Schedule D.

(b) Tax Return Assistance. Without limiting the generality of Section 6.1(a), and notwithstanding the allocation of filing responsibilities set forth in Section 3.1, the Parties shall cooperate in good faith to determine whether, based on available resources, relevant expertise, access to information or similar considerations, a Party other than the Party responsible for filing a Tax Return under Section 3.1 is better positioned to prepare or assist in the preparation or filing of such Tax Return, and if so, such other Party shall provide such assistance as the Parties mutually agree is appropriate; provided that if one Party requests the cooperation of the other Party pursuant to this Section 6.1(b), the requesting Party shall reimburse such other Party for all reasonable out-of-pocket costs and expenses incurred by such other Party in complying with the requesting Party's request.

(c) Tax Policy. SpinCo shall have the right to adopt and use as its own the RemainCo Tax Policy (or any document, policy or file substantially similar thereto).

(d) Privilege Limitation. 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.

(e) Gain Recognition Agreements; Domestic Use Agreements.

(i) Neither Party shall, and neither Party shall cause or permit any member of its Group to, take any action (including, but not limited to, the sale or disposition of any Stock or other assets) that would cause the other Party or any member of the other Party's Group to recognize gain or recapture any income under any Gain Recognition Agreement or Domestic Use Agreement, in each case, without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed).

(ii) Prior to any event that is reasonably expected to result in recognition or recapture of income under any Gain Recognition Agreement or Domestic Use Agreement, RemainCo or SpinCo shall use (and shall cause the members of its respective Group to use) all commercially reasonable efforts to eliminate such recognition or recapture of income or otherwise avoid or minimize the impact thereof. Without limiting the foregoing, RemainCo and SpinCo shall take such actions set forth in Schedule K.

(iii) Any Taxes arising as a result of an action or omission by a Party (or a member of its respective Group) in breach of this Section 6.1(e) shall be allocated to that Party to the extent such Taxes would not have been imposed but for that act or omission.

Section 6.2. Document Retention; Access to Tax Records and Use of Personnel. Notwithstanding anything to the contrary in the Separation Agreement or any Ancillary Agreement, each of RemainCo and SpinCo shall (i) until the expiration of the relevant statute of limitations (including extensions), retain all records, documents, accounting data, computer data and other information in respect of any Pre-Distribution Period and Straddle Period, which information is necessary for the preparation, filing, review, audit or defense of all Tax Returns for any Pre-Distribution Period and Straddle Period (including all Transfer Pricing Documentation) or relevant to any

Tax Contest or an obligation, right or liability of either Party under this Agreement (collectively, the "Tax Records") and (ii) give each other reasonable access to such Tax Records (including, for the avoidance of doubt, all Transfer Pricing Documentation) and to its personnel (ensuring their cooperation) and premises during normal business hours if relevant to any Tax Contest or an obligation, right or liability of either Party under this Agreement or otherwise reasonably required by the other Party to complete any Tax Return or to compute the amount of any payment contemplated by this Agreement. Prior to disposing of any such Tax Records, each of RemainCo and SpinCo shall notify the other Party in writing of such intention and afford the other Party the opportunity to take possession or make copies of such Tax Records at its discretion.

Section 6.3. Disputes.

(a) General. Notwithstanding Section 7.6, this Section 6.3 shall govern the resolution of any disputes arising under this Agreement (a "Dispute"). The Tax Officers shall negotiate in good faith to resolve any Dispute for sixty (60) days (unless earlier resolved). If the Tax Officers are unable to resolve such Dispute, the matter will be referred to a senior executive of each Party, who shall negotiate in good faith for sixty (60) days (unless earlier resolved). Upon written notice of either Party following the foregoing negotiation periods (an "Escalation Notice"), the matter will be referred to a Dispute Resolution Firm (as defined in Section 6.3(b)). The Dispute Resolution Firm may, in its discretion, obtain the services of any third party necessary to assist it in resolving the Dispute. The Parties shall instruct the Dispute Resolution Firm to resolve the Dispute consistent with Schedule H. Any such resolution by the Dispute Resolution Firm will be binding on the Parties and the Parties shall take, or cause to be taken, any action necessary to implement the resolution. The fees and expenses of the Dispute Resolution Firm shall be borne equally by the Parties to the Dispute, and each Party shall bear its own fees in connection with the Dispute.

(b) Dispute Resolution Firm. Consistent with this Section 6.3, the Parties shall refer disputes arising under this Agreement to an accounting or law firm, depending on the nature of the Dispute, of recognized national standing in the relevant jurisdiction reasonably acceptable to both Parties (the "Dispute Resolution Firm"). Unless otherwise agreed in writing, the Parties shall select the Dispute Resolution Firm from among either the top twenty-five (25) accounting firms as listed by Inside Public Accounting among the top United States accounting firms or the law firms listed by Chambers and Partners ranking table for Tax: Corporate & Finance, using the lists that are most recent as of the date of the Escalation Notice. From among such firms, the Parties shall (i) identify non-conflicted firms, (ii) each rank their top five (5) choices of non-conflicted firms and (iii) engage the firm that both Parties ranked and that was best-ranked collectively by the Parties. If there is no firm ranked by both Parties that accepts the engagement, the Parties shall rank additional firms as necessary to identify and engage a mutually ranked firm willing to accept the engagement. The Parties shall engage a Dispute Resolution Firm within thirty (30) days of the Escalation Notice.

(c) Failure to Engage the Dispute Resolution Firm. Unless otherwise agreed in writing, in the event that a Dispute Resolution Firm is not engaged within thirty (30) days of the Escalation Notice, at either Party's election such Dispute shall be resolved in accordance with Article X (*Dispute Resolution*) and Section 12.18 (*Specific Performance*) of the Separation Agreement, *mutatis mutandis*.

(d) Disputes Arising Under Section 2.8. Notwithstanding anything to the contrary in this Agreement, the Parties shall use commercially reasonable efforts to resolve any Dispute arising under Section 2.8 prior to the due date for the applicable Tax Return of the Consolidated Group, and, if applicable, the Parties shall direct the Dispute Resolution Firm to issue a report resolving the Dispute prior to such due date, unless otherwise agreed by the Parties.

Section 6.4. Confidentiality. Each Party hereby acknowledges that confidential and proprietary Information of such Party and the other members of its Group may be exposed to employees and agents of the other Party and the other members of its Group as a result of the activities contemplated by this Agreement. Accordingly, the Parties acknowledge and agree that Section 9.6 (*Confidentiality; Non-Use*) of the Separation Agreement is hereby incorporated into this Agreement and shall apply to the transactions contemplated by this Agreement to the extent applicable, *mutatis mutandis*.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Timing of Indemnity Payments. The Parties shall cooperate in good faith to calculate the net amount of any payments owed from each Party to the other under this Agreement (the "Net Payable Amount"). Within thirty (30) Business Days of the end of each calendar year, the Party owing the Net Payable Amount shall make a single payment to the other Party in an amount equal to the Net Payable Amount. Notwithstanding the foregoing, (i) if at any time during a calendar year, the Net Payable Amount exceeds five million dollars ($5,000,000.00), the Party owing such Net Payable Amount shall pay to the other Party an amount equal to the Net Payable Amount within thirty (30) Business Days of written demand therefor and (ii) payments under Section 2.7(c), Section 4.3(d) or Section 5.2 shall be made in accordance with the timelines set forth therein and shall not be subject to the netting provisions of this Section 7.1.

Section 7.2. Payment Terms. Except as otherwise provided by this Agreement, the Parties acknowledge and agree that Section 12.11 (*Payment Terms*) of the Separation Agreement is hereby incorporated into this Agreement and shall apply to the transactions contemplated by this Agreement to the extent applicable, *mutatis mutandis*.

Section 7.3. No Duplication of Payment. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require RemainCo or SpinCo, as the case may be, to make any payment to the extent that the payment is attributable to a Tax Attribute, Return Item or any other amount for which the applicable Party or its Affiliate has previously made a payment under this Agreement, the Separation Agreement or any of the Ancillary Agreements.

Section 7.4. Assignment. 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 Party (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 Party, 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 7.4 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 Party.

Section 7.5. 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.

Section 7.6. Governing Law; Jurisdiction. 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. 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 (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.6.

Section 7.7. Titles and Headings. Titles and headings to articles, sections and paragraphs 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 7.8. 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 7.9. Notice. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received (a) on the date of transmission if sent via email (provided, however, that a Party may supplementally (and shall supplementally, if an automatic failure of delivery notice is received in response to the applicable email) deliver a notice by delivery in person or by national courier service), (b) when delivered, if delivered personally to the intended recipient and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 7.9):

To RemainCo:

9330 Zionsville Road
Indianapolis, Indiana 46268
Attention: Chief Legal Officer
Email: [***]

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

Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, NY 10001
Attention: J. Leonard Teti II
Email: lteti@cravath.com

To SpinCo:

Vylor Inc.
7100 NW 62nd Avenue, PO Box 1000
Johnston, Iowa 50131
Attention: Chief Legal Officer
Email: [***]

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

Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, NY 10001
Attention: J. Leonard Teti II
Email: lteti@cravath.com

Section 7.10. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder

of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 7.11. Termination. This Agreement shall terminate without further action at any time prior to the Effective Time upon termination of the Separation Agreement. If terminated, no Party shall have any liability of any kind to the other Party or any other Person on account of this Agreement.

Section 7.12. Successor Provisions. Any reference herein to any provisions of the Code or Regulations shall be deemed to include any amendments or successor provisions thereto as appropriate.

Section 7.13. 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 at and after the Effective Time.

Section 7.14. Survival. 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.

Section 7.15. Integration; Amendments.

(a) Except as explicitly stated herein, this Agreement, the Separation Agreement, the other Ancillary Agreements and the Exhibits and Schedules hereto and thereto contain the entire agreements between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein. If there is a conflict between any specific provision of this Agreement and any provision of the Separation Agreement or any Ancillary Agreement (except to the extent that Tax matters are expressly addressed in any such Ancillary Agreement other than a Conveyancing and Allocation Instrument), this Agreement shall control.

(b) No provision of this Agreement shall be deemed amended, supplemented or modified, unless such amendment, supplement or modification is in writing and signed by the authorized representative of each Party, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the authorized representative of the Party sought to be bound.

Section 7.16. Third-Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any Person except the Parties any rights or remedies hereunder, and there are no third-party beneficiaries of this Agreement, and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 7.17. 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, except as explicitly stated herein, 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 the 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 7.18. Interpretation. The rules of interpretation set forth in Section 1.2 of the Separation Agreement shall be incorporated by reference into this Agreement, *mutatis mutandis*. NOTWITHSTANDING THE FOREGOING, THE PURPOSE OF ARTICLE IV IS TO ENSURE THAT EACH OF THE APPLICABLE TRANSACTIONS QUALIFIES FOR THE INTENDED TAX TREATMENT AND, ACCORDINGLY, THE PARTIES AGREE THAT THE LANGUAGE THEREOF SHALL BE INTERPRETED IN A MANNER THAT SERVES THIS PURPOSE TO THE GREATEST EXTENT POSSIBLE.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

CORTEVA, INC.

By: /s/ Cornel B. Fuerer
Name: Cornel B. Fuerer
Title: Senior Vice President, Strategic Advisor

VYLOR INC.

By: /s/ Jennifer A. Johnson
Name: Jennifer A. Johnson
Title: Authorized Signatory

Exhibit 10.2

EMPLOYEE MATTERS AGREEMENT

by and between

VYLOR INC.

and

CORTEVA, INC.

Dated as of October 1, 2026

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EMPLOYEE MATTERS AGREEMENT

This EMPLOYEE MATTERS AGREEMENT (this "Agreement"), dated as of October 1, 2026, is entered into by and between CORTEVA, INC., a Delaware corporation ("RemainCo"), and VYLOR INC., a Delaware corporation ("SpinCo"). Each of RemainCo and SpinCo is sometimes referred to herein as a "Party" and, together, as the "Parties".

WHEREAS, the Board of Directors of RemainCo (the "RemainCo Board") has determined that it is appropriate, desirable and in the best interests of RemainCo and its stockholders to separate RemainCo into two separate, publicly traded companies, one for each of (a) the SpinCo Business, which will be owned and conducted, directly or indirectly, by SpinCo, and (b) the RemainCo Business, which will be owned and conducted, directly or indirectly, by RemainCo;

WHEREAS, in furtherance of the foregoing, RemainCo and SpinCo have entered into that certain Separation and Distribution Agreement, dated as of September 29, 2026 (the "Separation Agreement");

WHEREAS, in connection with the transactions contemplated by the Separation Agreement, the Parties wish to enter into this Agreement in respect of certain employee matters.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

Capitalized terms used herein but not defined in Section 3.01 or elsewhere in this Agreement shall have the meaning ascribed to such terms in the Separation Agreement.

ARTICLE I

GENERAL PRINCIPLES

Except as set forth otherwise in this Agreement, the following terms and conditions shall apply:

Section 1.01. Employees.

(a) Prior to June 1, 2026, RemainCo Ring-Fenced the SpinCo Employees and RemainCo Employees pursuant to an internal organization design and talent selection process and as approved by RemainCo. Until the Effective Time, updates to the Ring-Fence shall only be made to reflect: (i) any SpinCo or RemainCo Employee who became a Non-Consenting Employee on or following the commencement of the Internal Reorganization; (ii) any new hires; (iii) any terminations (including terminations for cause, resignations, retirements or terminations due to death or disability); (iv) employees returning from expatriate assignment; (v) corrections of good-faith errors or

omissions by RemainCo; and (vi) any other change approved in writing by the Chief People Officer of RemainCo.

(b) For a period of ninety (90) days following the Effective Time, if either of RemainCo or SpinCo determines that a RemainCo or SpinCo Employee was selected for alignment to the wrong Party (a "Ring-Fence Error"), then the Chief People Officer of RemainCo or SpinCo, as applicable, shall notify the Chief People Officer of the other Party of such Ring-Fence Error. Thereafter, the respective Chief People Officers shall cooperate in good faith to resolve the Ring-Fence Error, including by facilitating the transfer of employment of any improperly Ring-Fenced employee to the employment of the appropriate Party. The Parties will share equally the cost of any severance Liabilities incurred in relation to the transfer of employment of an improperly Ring-Fenced employee. For all purposes under this Agreement (including Section 1.04), any employee transferred pursuant to this Section 1.01(b) shall be treated as if such employee had been properly Ring-Fenced to the receiving Party and had transferred to such Party at the Effective Time.

Section 1.02. Employment of Impacted Employees.

(a) Except to the extent otherwise required by applicable Law, as otherwise provided in this Agreement or with respect to any Non-Consenting Employees or Delayed Employment Employees, prior to the Effective Time, the applicable Parties caused, or caused the applicable members of their Groups to cause: (i) RemainCo Employees to be employed by (or continue to be employed by) RemainCo or a member of the RemainCo Group and to cease to be employed by SpinCo or a member of the SpinCo Group; and (ii) SpinCo Employees to be employed by (or continue to be employed by) SpinCo or a member of the SpinCo Group and to cease to be employed by RemainCo or a member of the RemainCo Group.

(b) To the extent any applicable Law, Governmental Entity, Employee Representative Body or consultation obligation, administrative error, or immigration application prevented the Parties or the members of the applicable Groups from carrying out the transfers of employment set forth in Section 1.02(a) prior to the Effective Time, or otherwise as set forth on Schedule 1.02(b) to this Agreement, with respect to any Impacted Employee (each such employee, a "Delayed Employment Employee"), the applicable Parties shall, or shall cause the members of the applicable Groups to, carry out the transfers of employment (including by offers of employment, employer substitution, entry into tripartite agreements or similar methods of transfers of employment) under Section 1.02(a) with respect to such employee on the earliest permissible date following the Effective Time (the "Delayed Employment Date"). The obligations under this Agreement of the Party that will become the employer (directly or indirectly) of a Delayed Employment Employee shall not commence until the Delayed Employment Date. For the avoidance of doubt, such delay shall not constitute a breach of obligations under Section 1.03.

(c) Notwithstanding anything to the contrary in Section 1.02 or Section 1.03, it shall not constitute a breach of this Agreement for RemainCo or the applicable member of the RemainCo Group, or SpinCo or the applicable member of the SpinCo Group, that employs a Delayed Employment Employee as of immediately prior to the

Effective Time to not effect the change of such Person's employment pursuant to Section 1.02 until the Delayed Employment Date.

(d) Except to the extent otherwise required by applicable Law or a Labor Agreement, immediately after the Effective Time, SpinCo or RemainCo, as applicable, shall, or shall cause the applicable member of its respective Group to, continue to employ any SpinCo Employee or RemainCo Employee, as applicable, who is an STD Employee and will provide such employee with a leave of absence and an amount equivalent to the disability or income replacement benefits such employee received immediately before the Effective Time; provided, however, that to the extent such individual, as of the Effective Time, is receiving or is entitled to receive short-term disability benefits, and subsequent to the Effective Time and before returning to active employment with SpinCo or RemainCo, as applicable, or a member of its respective Group, becomes eligible to receive long-term disability benefits under a Benefit Plan sponsored by the other Party (and is not eligible to receive such long-term disability benefits under a Benefit Plan sponsored by such individual's employing entity), then, except as set forth on Schedule 1.02(d) to this Agreement, (i) such STD Employee shall be transferred to a member of the other Party's Group and (ii) the other Party shall permit such individual to continue to receive long-term disability benefits under the applicable Benefit Plan until such individual is no longer disabled or is no longer eligible for such benefits (each such individual, an "LTD Employee"). If any such LTD Employee returns to active employment within twelve (12) months following the Effective Time, or such longer period if required by applicable Law, SpinCo or RemainCo, as applicable, shall offer employment to such individual who is a SpinCo Employee or RemainCo Employee, as applicable, on the terms and conditions set forth herein.

Section 1.03. SpinCo Benefit Plans and RemainCo Benefit Plans as of the Effective Time.

(a) Except to the extent otherwise required by applicable Law, applicable Labor Agreement or as otherwise provided in this Agreement, including as set forth on Schedule 1.03(a) to this Agreement and Section 1.02(d):

(i) (x) RemainCo shall, or shall have caused the applicable member of the RemainCo Group to, take all actions required to cause, as of no later than the Effective Time, each SpinCo Employee to cease to be an active participant in any Benefit Plan that will not be a SpinCo Benefit Plan as of the Effective Time; and (y) SpinCo shall, or shall have caused the applicable member of the SpinCo Group to, take all actions required to cause, each SpinCo Employee who is employed by SpinCo or a member of the SpinCo Group to commence participation, as of no later than the Effective Time, in all SpinCo Benefit Plans for which he or she is eligible;

(ii) SpinCo shall, or shall have caused the applicable member of the SpinCo Group to, take all actions required to cause, as of no later than the Effective Time, each RemainCo Employee to cease to be an active participant in any Benefit Plan that will not be a RemainCo Benefit Plan as of the Effective Time; and

(iii) for the avoidance of doubt, with respect to any Delayed Employment Employees, the obligations under this Agreement of any Party (or its applicable Affiliate) by which such Delayed Employment Employee will ultimately be employed shall commence upon the Delayed Employment Date.

(b) Effective as of no later than the Effective Time, SpinCo shall, and shall have caused the members of the SpinCo Group to, and where applicable shall have used best efforts to cause other Persons to: (i) waive any limitations as to preexisting conditions, evidence of insurability, exclusions and waiting periods with respect to participation and coverage requirements for each Impacted Employee under his or her respective plans and (ii) credit such Impacted Employee, for the plan year in which the Effective Time occurs, with the amount of any coinsurance, deductibles and out-of-pocket maximums he or she paid prior to the applicable Effective Time during the plan year in which the Effective Time occurs.

Section 1.04. Length of Service Crediting. Except to the extent otherwise required by applicable Law, applicable Labor Agreement or as otherwise provided in this Agreement, effective as of no later than the Effective Time, SpinCo shall, or shall have caused the applicable member of the SpinCo Group to, recognize all service of any SpinCo Employee with RemainCo or any of its Affiliates and with any predecessor employer (to the extent such predecessor employer service was taken into account under the applicable Benefit Plan) for all purposes (including, for purposes of vesting, eligibility to participate and receive benefits, benefit forms, premium subsidies or credits, early retirement and waiver of any reduction factors, and benefit calculations and accruals) under any SpinCo Benefit Plans, or SpinCo Future Benefit Plans in which such SpinCo Employee is, or becomes, eligible to participate on, or after, the Effective Time (provided that vacation attributable to imputed or pre-employment service may be credited as other paid time off); provided, however, that, notwithstanding the foregoing, SpinCo and each member of the SpinCo Group shall not be required to recognize such service for purposes of benefit accruals under any SpinCo Benefit Plans or SpinCo Future Benefit Plans that (i) are defined benefit pension plans, (ii) are other post-employment benefit plans (for the avoidance of doubt, exclusive of Severance) or (iii) would result in the duplication of any benefits thereunder or the funding thereof. In the event that any employee of a member of the RemainCo Group or SpinCo Group is subsequently rehired by a member of the other Party's Group within twelve (12) months following the Effective Time, such rehiring Party shall recognize such employee's prior service with the other Party's Group for all purposes described in this Section 1.04 (with the exception of severance or any other end of service retirement/termination indemnity benefit for which the rehire date will be used), subject to the limitations set forth herein.

Section 1.05. Vacation. Except to the extent otherwise required by applicable Law or applicable Labor Agreement, and notwithstanding anything to the contrary in this Agreement, as of no later than the Effective Time, each of RemainCo and SpinCo shall have been Allocated, or caused the applicable member of its respective Group to be Allocated, all Liabilities for earned but unused vacation benefits of the RemainCo Employees or SpinCo Employees, respectively (the "Allocated Vacation Liabilities"), and all members of the RemainCo Group or SpinCo Group, as applicable, were relieved of, and

shall have no Liabilities with respect to, such Allocated Vacation Liabilities of the other Party's Group as of the date of such Assumption. To the extent that any earned but unused vacation benefits are required to be paid in cash at the Effective Time by applicable Law or applicable Labor Agreement and cannot be Allocated between RemainCo or SpinCo pursuant to the prior sentence, RemainCo or SpinCo, as applicable, shall be solely responsible for any cash payments required to be made to a RemainCo Employee or SpinCo Employee, as applicable, in respect of earned but unused vacation benefits (the "Vacation Payout Liabilities"). If either Party is unable to make cash payments to their respective employees in respect of the Vacation Payout Liabilities and the other Party is required to discharge such Vacation Payout Liabilities, the other Party, or the applicable member of the Party's Group, shall reimburse and indemnify the other Party or the applicable member of the other Party's Group for all such Vacation Payout Liabilities.

Section 1.06. Severance.

(a) *Severance for Terminations on or Prior to Effective Time*. Except to the extent otherwise required by applicable Law, applicable Labor Agreement or as otherwise provided in this Agreement, if Severance was paid or became payable to any individual on or before the Effective Time, the applicable entity that was the employing legal entity of such individual shall remain responsible for any remaining payment of such Severance pursuant to the applicable Benefit Plan and otherwise pursuant to the applicable Labor Agreement or applicable Law.

(b) *Severance for Terminations Following the Effective Time*. Except to the extent otherwise required by applicable Law, applicable Labor Agreement or as otherwise provided in this Agreement, if RemainCo or any member of the RemainCo Group, or SpinCo or any member of the SpinCo Group, as applicable, terminates the employment of any RemainCo Employee or SpinCo Employee, respectively, within twelve (12) months following the Effective Time for any reason that entitles such employee to cash Severance under the applicable RemainCo Severance Plan or SpinCo Severance Plan, as applicable, RemainCo or SpinCo, as applicable, shall pay to such employee at least the amount of cash Severance such employee would have received under the applicable Benefit Plan, as in effect immediately prior to the Effective Time. The calculation of cash Severance shall factor in his or her additional length of service and changes in his or her eligible pay between the Effective Time and the date of his or her termination, but without regard to any period of service before the Effective Time that was taken into account in determining the amount of cash Severance actually previously paid or provided by any Party before the Effective Time.

Section 1.07. Annual Cash Incentives. Annual cash incentive compensation earned or accrued by or in respect of any RemainCo Employee or SpinCo Employee for the fiscal year in which the Effective Time occurs shall be paid by a member of the applicable Group, in the year following the year in which the Effective Time occurs, pursuant to the terms and conditions of the applicable Group annual cash incentive plan or policy in place at the Effective Time.

Section 1.08. Equity Awards.

(a) *Conversion of Certain Performance Stock Units*. Prior to the Effective Time, each Performance Stock Unit granted prior to 2026 will have been adjusted and converted into a Restricted Stock Unit, as determined by the RemainCo Board or a committee thereof, based on attainment of the actual level of performance immediately prior to the Effective Time (each such award, a "Converted PSU").

(b) *Conversion of Shareholder Method Awards*. Each Shareholder Method Award that is outstanding as of immediately prior to the Distribution shall be converted, effective as of the Effective Time, into a SpinCo Equity Award and a RemainCo Equity Award, so that, immediately following such conversion, (i) the number of shares of SpinCo Common Stock subject to such SpinCo Equity Award (an "Adjusted SpinCo Shareholder Method Award") shall be equal to the number of shares of SpinCo Common Stock that would have been received in the Distribution had the RemainCo Common Stock underlying the Shareholder Method Award been issued and outstanding immediately prior to the Distribution, and (ii) the number of shares of RemainCo Common Stock subject to such RemainCo Equity Award (an "Adjusted RemainCo Shareholder Method Award") shall be equal to the number of shares of RemainCo Common Stock subject to the Shareholder Method Award immediately prior to the Distribution, in each case, with such resulting number of shares rounded up to the nearest number of whole shares (but with shares in respect of dividend equivalent units rounded to four decimal places).

(c) *Conversion of Employer Method Awards held by SpinCo Employees.*

(i) *2026 RSU Awards held by SpinCo Employees*. Each 2026 RSU Award that is outstanding as of immediately prior to the Distribution and that is held by a SpinCo Employee shall be converted, as of the Effective Time, into a time-based restricted stock unit (an "Adjusted SpinCo RSU") with respect to a number of shares of SpinCo Common Stock equal to (x) the number of shares of RemainCo Common Stock subject to such 2026 RSU Award, *multiplied by* (y) the SpinCo Conversion Ratio, with such resulting number of shares of SpinCo Common Stock rounded up to the nearest number of whole shares (but with shares in respect of dividend equivalent units rounded to four decimal places).

(ii) *Stock Options held by SpinCo Employees*. Each Stock Option, whether vested or unvested, that is outstanding as of immediately prior to the Distribution and that is held by a SpinCo Employee shall be converted, as of the Effective Time, into an option (an "Adjusted SpinCo Option"), with respect to a number of shares of SpinCo Common Stock, rounded down to the nearest number of whole shares, equal to the product of the number of shares subject to such Stock Option *multiplied by* the SpinCo Conversion Ratio, and with a per-share exercise price, rounded up to the nearest whole cent, equal to such Stock Option's per share exercise price *divided by* the SpinCo Conversion Ratio.

(iii) *2026 PSU Awards held by SpinCo Employees*. Each 2026 PSU Award that is outstanding as of immediately prior to the Distribution and that is held by a SpinCo Employee shall be converted, as of the Effective Time, into a

performance-based restricted stock unit (an "Adjusted SpinCo PSU") with respect to a number of shares of SpinCo Common Stock (at target) equal to (x) the target number of shares of RemainCo Common Stock subject to such 2026 PSU Award, *multiplied by* (y) the SpinCo Conversion Ratio, with such resulting number of shares of SpinCo Common Stock rounded up to the nearest number of whole shares (but with shares in respect of dividend equivalent units rounded to four decimal places). Each such Adjusted SpinCo PSU shall have substantially the same terms and conditions (including vesting schedule) as the corresponding 2026 PSU Award to which it relates; provided that the performance conditions applicable to each Adjusted SpinCo PSU shall be adjusted by the Board of Directors of SpinCo or a committee thereof following the Distribution.

(d) *Conversion of Other Employer Method Awards*.

(i) *Restricted Stock Units*. Each (x) 2026 RSU Award that is outstanding as of immediately prior to the Distribution and that is not converted pursuant to Section 1.08(c)(i), (y) Restricted Stock Unit granted during 2024 or 2025 that is outstanding as of immediately prior to the Distribution and that is held by a Former Employee and (z) Converted PSU that is outstanding as of immediately prior to the Distribution and that is held by a Former Employee shall be converted, as of the Effective Time, into a time-based restricted stock unit (an "Adjusted RemainCo RSU") with respect to a number of shares of RemainCo Common Stock equal to (x) the number of shares of RemainCo Common Stock subject to such award, *multiplied by* (y) the RemainCo Conversion Ratio, with such resulting number of shares of RemainCo Common Stock rounded up to the nearest number of whole shares (but with shares in respect of dividend equivalent units rounded to four decimal places).

(ii) *Stock Options*. Each Stock Option that is outstanding as of immediately prior to the Distribution and that is not converted pursuant to Section 1.08(c)(ii) shall be converted, as of the Effective Time, into an option (an "Adjusted RemainCo Option"), in respect of a number of shares of RemainCo Common Stock, rounded down to the nearest number of whole shares, equal to the product of the number of shares subject to such Stock Option *multiplied by* the RemainCo Conversion Ratio, and with a per-share exercise price, rounded up to the nearest whole cent, equal to such Stock Option's per share exercise price *divided by* the RemainCo Conversion Ratio.

(iii) *2026 PSU Awards*. Each 2026 PSU Award that is outstanding as of immediately prior to the Distribution and that is not converted pursuant to Section 1.08(c)(iii) shall be converted, as of the Effective Time, into a performance-based restricted stock unit (an "Adjusted RemainCo PSU") with respect to a number of shares of RemainCo Common Stock (at target) equal to (x) the target number of shares of RemainCo Common Stock subject to such 2026 PSU Award, *multiplied by* (y) the RemainCo Conversion Ratio, with such resulting number of shares of RemainCo Common Stock rounded up to the nearest number of whole shares (but with shares in respect of dividend equivalent units rounded to four decimal places).

Each such Adjusted RemainCo PSU shall have substantially the same terms and conditions (including vesting schedule) as the corresponding 2026 PSU Award to which it relates; provided that the performance conditions applicable to each Adjusted RemainCo PSU shall be adjusted by the RemainCo Board or a committee thereof following the Distribution.

(e) *RemainCo Equity Awards held by Former Employees*. Notwithstanding anything to the contrary in this Agreement, RemainCo shall be Allocated all Liabilities with respect to any RemainCo Equity Award held by a Former Employee that is outstanding as of immediately prior to the Distribution.

(f) *Award Terms; Vesting; Treatment of Service*. Except as otherwise provided in this Section 1.08, the terms and conditions applicable to the Adjusted SpinCo Shareholder Method Awards, Adjusted RemainCo Shareholder Method Awards, Adjusted SpinCo RSUs, Adjusted SpinCo Options, Adjusted SpinCo PSUs, Adjusted RemainCo RSUs, Adjusted RemainCo Options and Adjusted RemainCo PSUs shall be substantially identical to the terms and conditions applicable to the applicable underlying RemainCo Equity Award (as set forth in the applicable plan, award agreement or in any otherwise applicable agreement with RemainCo or its Affiliates). All SpinCo Equity Awards shall become vested upon the date the underlying RemainCo Equity Award would have otherwise vested in accordance with the existing terms and vesting schedule. For the avoidance of doubt, each Converted PSU that becomes a SpinCo Equity Award shall be subject to solely service-based vesting conditions but shall otherwise remain subject to the same terms, conditions and vesting schedule as applied to such RemainCo Equity Award prior to the Distribution. For purposes of determining continued vesting in SpinCo Equity Awards and RemainCo Equity Awards, as applicable, each Party shall take into account all employment and service with both SpinCo and RemainCo, and their respective Subsidiaries and Affiliates, for purposes of determining when such SpinCo Equity Awards or RemainCo Equity Awards, as applicable, vest or terminate.

(g) *Certain Additional Considerations*. Notwithstanding anything to the contrary in this Section 1.08:

(i) To the extent the RemainCo Board determines before the Effective Time that the treatment of an award as a Shareholder Method Award is not practicable due to applicable Laws or the potential imposition of adverse Taxes or penalties, such awards shall be treated as Employer Method Awards.

(ii) The Parties shall cooperate in good faith, in respect of jurisdictions outside the United States, to treat Shareholder Method Awards as Employer Method Awards where Tax or regulatory considerations render the treatment of Shareholder Method Awards unduly burdensome to the holder thereof.

(iii) All of the adjustments described in this Section 1.08 shall be effected in accordance with Sections 409A and 424 of the Code.

(iv) The Parties hereby acknowledge that the provisions of this Section 1.08 are intended to achieve certain Tax, legal and accounting objectives and, in the event such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives.

(h) *Employee Stock Purchase Plan.*

(i) *RemainCo ESPP*. As of the Effective Time, the SpinCo Employees shall cease to be Eligible Employees (as defined in the RemainCo ESPP), in each case, in accordance with the terms of the RemainCo ESPP. In accordance with the terms of the RemainCo ESPP, on account of ceasing to be Eligible Employees thereunder, as of the Effective Time, the SpinCo Employees shall (i) cease to be eligible to contribute to the RemainCo ESPP and (ii) be entitled to receive a refund of their payroll deductions in accordance with the terms of the RemainCo ESPP.

(ii) *SpinCo ESPP*. As of no later than the Effective Time, SpinCo shall adopt an employee stock purchase plan within the meaning of Section 423 of the Code (the "SpinCo ESPP"). The terms and conditions of the SpinCo ESPP, including eligibility requirements, participating jurisdictions, and commencement dates, shall be determined by SpinCo in its sole discretion and may vary by country, jurisdiction, or employee population as necessary to comply with applicable Law, regulatory requirements, tax considerations, and administrative feasibility.

(i) *Equity Plan Adoption; Registration Statement*.

(i) Effective as of the Effective Time, SpinCo shall have adopted an equity incentive plan (the "SpinCo Stock Plan"), which permits the issuance of SpinCo Equity Awards as described in this Section 1.08. The SpinCo Stock Plan shall be approved before the Effective Time by EIDP, Inc. as SpinCo's sole stockholder.

(ii) SpinCo shall use commercially reasonable efforts to maintain effective registration statements with the Securities and Exchange Commission with respect to the SpinCo Equity Awards and the SpinCo ESPP described in this Section 1.08, to the extent any such registration statement is required by applicable Law.

(j) *Settlement, Delivery; Tax Reporting and Withholding*.

(i) From and after the applicable Effective Time, (x) SpinCo shall have sole responsibility for the settlement of and/or delivery of shares of SpinCo Common Stock pursuant to SpinCo Equity Awards to any holder of such award and shall be solely entitled to any exercise price payable in respect of SpinCo Options, and except as otherwise provided in this Section 1.08(j), SpinCo shall do so without compensation from RemainCo, and (y) RemainCo shall have sole responsibility for the settlement of and/or delivery of shares of RemainCo Common Stock pursuant to RemainCo Equity Awards that remain denominated in RemainCo Common

Stock to any holder of such award and shall be solely entitled to any exercise price payable in respect of RemainCo Options, and except as otherwise provided in this Section 1.08(j), RemainCo shall do so without compensation from SpinCo.

(ii) Upon the vesting, payment or settlement, as applicable, of SpinCo Equity Awards (in each case including with respect to dividends and dividend equivalents), SpinCo shall be solely entitled to a Tax deduction in respect of, and shall be solely responsible for ensuring the satisfaction of all applicable Tax withholding requirements on behalf of, each holder thereof who is or, upon their last employment termination, was employed by a member of the SpinCo Group (or who holds the award in respect of any such individual), and for ensuring the collection and remittance of applicable employee withholding Taxes to the applicable Governmental Entity. To the extent shares of SpinCo Common Stock are withheld and/or delivered to satisfy Tax withholding obligations in respect of the vesting, payment or settlement of SpinCo Equity Awards, to the extent the issuer is not responsible pursuant to this clause (ii) for satisfying the applicable Tax withholding and remittance requirements, the issuer shall remit to the responsible Party cash in an amount sufficient to satisfy such requirements.

(iii) The Parties shall establish an appropriate administration system in order to handle in an orderly manner exercises of SpinCo Options and the settlement of other SpinCo Equity Awards and RemainCo Equity Awards, and to effect the Tax benefits and obligations contemplated by this Section 1.08. Each of the Parties shall provide the other with such records and information as reasonably necessary or appropriate (including payroll and employment information on regular timetables) and make certain that each applicable entity's data and records in respect of such awards are correct and updated on a timely basis. Each Party shall be responsible for the accuracy of records and information provided to the other Party pursuant to this Section 1.08 and shall indemnify such other Party for any losses caused by inaccurate information that it has provided (including failure to timely provide such records and information). The foregoing shall include employment status and information required for Tax withholding/remittance, compliance with trading windows and compliance with the requirements of applicable Laws. In the event of a subsequent acquisition, divestiture, spinoff or other corporate transaction involving either Party, such Party shall use best efforts to ensure comparable cooperation from such Party's successor.

(k) *Definitions*. For purposes of this Section 1.08:

(i) "2026 PSU Award" means each Performance Stock Unit granted during 2026.

(ii) "2026 RSU Award" means each Restricted Stock Unit granted during 2026.

(iii) "Employer Method Award" means each RemainCo Equity Award as of immediately prior to the Effective Time that is (i) a Stock Option, (ii) a 2026

PSU Award, (iii) a 2026 RSU Award, (iv) a Restricted Stock Unit granted during 2024 or 2025 held by a Former Employee or (v) a Converted PSU held by a Former Employee.

(iv) "Performance Stock Unit" means a RemainCo Equity Award that is a performance-based restricted stock unit award.

(v) "Post-Spin RemainCo Share Price" means the one-day volume weighted average price of RemainCo Common Stock on the New York Stock Exchange, on the trading date immediately following the Effective Time (or, if none, on the first trading day thereafter).

(vi) "Post-Spin SpinCo Share Price" means the one-day volume weighted average price of SpinCo Common Stock on the New York Stock Exchange, on the trading date immediately following the Effective Time (or, if none, on the first trading day thereafter).

(vii) "Pre-Spin Share Price" means the closing per-share price of RemainCo Common Stock, trading on a "regular way with due bills" basis, on the New York Stock Exchange on the day immediately prior to the Effective Time (or, if none, on the first trading day prior thereto).

(viii) "RemainCo Conversion Ratio" means a fraction, the numerator of which is the Pre-Spin Share Price, and the denominator of which is the Post-Spin RemainCo Share Price.

(ix) "RemainCo Equity Award" means (i) prior to the Effective Time, each Performance Stock Unit, Restricted Stock Unit or Stock Option outstanding immediately prior to the Effective Time and originally granted under the RemainCo Equity Plan and (ii) following the Effective Time, each Performance Stock Unit, Restricted Stock Unit or Stock Option that, after the application of Section 1.08, remains denominated in RemainCo Common Stock.

(x) "RemainCo ESPP" means the Corteva, Inc. Global Omnibus Employee Stock Purchase Plan (as may be amended from time to time).

(xi) "RemainCo Option" means each RemainCo Equity Award that is a Stock Option.

(xii) "Restricted Stock Unit" means a RemainCo Equity Award that is a time-based restricted stock unit award.

(xiii) "Shareholder Method Award" means each RemainCo Equity Award that, as of immediately prior to the Effective Time, is (i) held by a non-employee member of the RemainCo Board or a Former Director, (ii) a Restricted Stock Unit granted during 2024 or 2025 (other than those held by a Former Employee) or (iii) a Converted PSU (other than those held by a Former Employee).

(xiv) "SpinCo Conversion Ratio" means a fraction, the numerator of which is the Pre-Spin Share Price, and the denominator of which is the Post-Spin SpinCo Share Price.

(xv) "SpinCo Equity Award" means a RemainCo Equity Award that, after application of this Section 1.08, is denominated in SpinCo Common Stock.

(xvi) "SpinCo Option" means each SpinCo Equity Award that is a Stock Option.

(xvii) "Stock Option" means a RemainCo Equity Award that is an option to acquire common stock.

Section 1.09. Pension/OPEB/Welfare Benefit Claims.

(a) *Non-U.S. Defined Benefit Pension Plans or Defined Contribution Plans*.

(i) Except to the extent required by applicable Law or as otherwise provided in subsection (a)(ii) below, there shall be no Transfer of Assets or Liabilities (including, without limitation, with respect to Actions) between, or otherwise among the Parties in respect of, any Benefit Plan maintained by any of them or their respective Affiliates that is a non-U.S. defined benefit pension plan or defined contribution plan. For the avoidance of doubt, Schedule 1.09(a)(i) to this Agreement identifies those arrangements where there shall be a Transfer of Assets or Liabilities or both as required by applicable Law, and any arrangement not identified on such Schedule 1.09(a)(i) shall be deemed for purposes of this Agreement to be one for which such a Transfer of Assets or Liabilities is not required by applicable Law.

(ii) To the extent provided in Schedule 1.09(a)(ii) to this Agreement, the Parties shall cause the Transfer of Assets or Liabilities between, or otherwise among them in respect of, any Benefit Plan maintained by any of them or their respective Affiliates that are non-U.S. defined benefit pension plans or defined contribution plans, notwithstanding that such Transfer of Assets or Liabilities is not otherwise required by applicable Law.

(b) *Other Post-Employment Benefits*.

(i) Except to the extent required by applicable Law or as otherwise provided in subsection (b)(ii) below, there shall be no Transfer of Assets or Liabilities (including, without limitation, with respect to Actions) between, or otherwise among the Parties in respect of, any OPEB Plan. For the avoidance of doubt, Schedule 1.09(b)(i) to this Agreement identifies those OPEB Plans where there shall be a Transfer of Assets or Liabilities or both as required by applicable Law. Any OPEB Plan not identified on such Schedule 1.09(b)(i) shall be deemed for purposes of this Agreement to be one for which such a Transfer of Assets or Liabilities is not required by applicable Law.

(ii) The Benefit Plans identified on Schedule 1.09(b)(ii) to this Agreement shall be Allocated as indicated therein.

(c) *Welfare Benefit Claims*. Except as explicitly provided in this Agreement, the sponsoring entity of each Benefit Plan that is a welfare benefits plan shall remain responsible for any claims under any such Benefit Plan that were incurred prior to the Effective Time; provided, however, that, with respect to any such claims within the United States, RemainCo shall remain responsible for such claims. Except in the event of any claim for workers' compensation benefits for purposes of Section 2.05, any claims shall be deemed to be incurred pursuant to the terms and conditions of the Benefit Plans that are welfare benefits plans; provided that the Parties shall use their best efforts to ensure that there is no failure to cover any claim that otherwise would have been covered under any Benefit Plans that are welfare benefits plans but for the provisions of this Agreement.

Section 1.10. Labor Matters. As of no later than the Effective Time, (i) RemainCo, or the applicable members of the RemainCo Group, shall have been Allocated, in accordance with its terms, each of the RemainCo Labor Agreements covering RemainCo Employees immediately prior to the commencement of the Internal Reorganization; provided, however, that, with respect to any such RemainCo Labor Agreement that also covers SpinCo Employees, (1) RemainCo or the applicable member of the RemainCo Group shall have been Allocated such RemainCo Labor Agreement only with respect to the RemainCo Employees, and (2) SpinCo or a member of the SpinCo Group, as applicable, shall have been Allocated such RemainCo Labor Agreement only with respect to the SpinCo Employees, as applicable; and (ii) SpinCo or the applicable members of the SpinCo Group shall have been Allocated, in accordance with its terms, each of the SpinCo Labor Agreements covering SpinCo Employees immediately prior to the commencement of the Internal Reorganization; provided, however, that, with respect to any such SpinCo Labor Agreement that also covers RemainCo Employees, SpinCo or the applicable member of the SpinCo Group shall have been Allocated such SpinCo Labor Agreement only with respect to SpinCo Employees and RemainCo, or a member of the RemainCo Group, as applicable, shall have been Allocated such SpinCo Labor Agreement only with respect to RemainCo Employees, as applicable. Notwithstanding anything to the contrary in this Agreement, as of the Effective Time, except as agreed with the applicable union or labor organization: (i) RemainCo shall continue to honor, or cause the applicable members of the RemainCo Group to continue to honor, in accordance with their terms, each of the RemainCo Labor Agreements; and (ii) SpinCo shall continue to honor, or cause the applicable members of the SpinCo Group to continue to honor, in accordance with their terms, each of the SpinCo Labor Agreements. As of no later than the Effective Time, each Party complied, or caused the applicable member of its Group to comply, with any obligations it had under applicable Laws and applicable Labor Agreements to inform and/or consult with any Employee Representative Body or group of employees in connection with this Agreement, the arrangements proposed in this Agreement, the Internal Reorganization and/or the Distribution.

Section 1.11. Expatriate Assignments.

(a) *Allocation of Liabilities for Concluded Expatriate Assignments*. Except to the extent otherwise required by applicable Law, and notwithstanding anything to the contrary in Section 1.14: (i) RemainCo shall, or shall cause the applicable member of the RemainCo Group to, be Allocated (1) all Liabilities (including obligations, if any, to administer, or provide post-repatriation benefits or services under, RemainCo's expatriate programs) arising from or relating to each RemainCo Employee whose expatriate assignment ended as of no later than the Effective Time (without regard to which Party or Group member initiated such expatriate assignment), and (2) all rights to receive any repayment or reimbursement (including repayment or reimbursement of any trailing tax reconciliation or tax equalization by the applicable RemainCo Employee) from such RemainCo Employee; and (ii) SpinCo shall, or shall cause the applicable member of the SpinCo Group to, be Allocated (1) all Liabilities (including obligations, if any, to administer, or provide post-repatriation benefits or services under, RemainCo's expatriate programs) arising from or relating to each SpinCo Employee whose expatriate assignment ended as of no later than the Effective Time (without regard to which Party or Group member initiated such expatriate assignment), and (2) all rights to receive any repayment or reimbursement (including repayment or reimbursement of any trailing tax reconciliation or tax equalization by the applicable SpinCo Employee) from such SpinCo Employee.

(b) *Allocation of Liabilities for Ongoing Expatriate Assignments*. Except to the extent otherwise required by applicable Law, and notwithstanding anything to the contrary in Section 1.14: (i) RemainCo shall, or shall cause the applicable member of the RemainCo Group to, be Allocated all (1) Liabilities (including obligations, if any, to provide post-repatriation benefits or services under RemainCo's expatriate programs; provided that, except as otherwise required by applicable Law or applicable Labor Agreement, there shall be no obligation to continue such benefits or services) arising from or relating to each RemainCo Employee whose expatriate assignment began prior to the Effective Time and which expatriate assignment is still in progress at the Effective Time (without regard to which Party or Group member initiated such expatriate assignment); and (2) rights to receive any repayment or reimbursement (including repayment or reimbursement of any trailing tax reconciliation or tax equalization by the applicable RemainCo Employee) from such RemainCo Employee; and (ii) SpinCo shall, or shall cause the applicable member of the SpinCo Group to, be Allocated all (1) Liabilities (including obligations, if any, to provide post-repatriation benefits or services under RemainCo's expatriate programs, as applicable; provided that, except as otherwise required by applicable Law or applicable Labor Agreement, there shall be no obligation to continue such benefits or services) arising from or relating to each SpinCo Employee whose expatriate assignment began prior to the Effective Time, and which expatriate assignment is still in progress at the Effective Time (without regard to which Party or Group member initiated such expatriate assignment); and (2) rights to receive any repayment or reimbursement (including repayment or reimbursement of any trailing tax reconciliation or tax equalization by the applicable SpinCo Employee) from such SpinCo Employee.

Section 1.12. Non-Solicitation.

(a) The Parties acknowledge that RemainCo has invested significant time, costs and resources to select the employees for their proper roles within their respective workforces. To ensure that each Party receives the benefit of such efforts and retains skilled employees necessary to conduct its business, for a period commencing at the Effective Time and ending twelve (12) months following the Effective Time, without the prior written consent of the other Party's Chief Human Resources Officer (or, if no such position exists, an officer with similar authority), neither Party shall, and each Party shall cause the members of its Group not to, directly or indirectly, solicit, or otherwise hire for employment or engage to provide services: (1) any employee of any member of the other Party's Group (excluding with respect to any RemainCo Employee or SpinCo Employee, as applicable, who is a Delayed Employment Employee, subject to the terms of Section 1.02(b)); or (2) within six (6) months of the applicable termination of employment, any former employee of any member of the other Party's Group; provided, however, that this Section 1.12(a) shall not apply to an employee who was involuntarily terminated by the other Party. Notwithstanding the foregoing, the restrictions on solicitation in this Section 1.12(a) shall not apply to hiring for employment or engaging to provide services following response to a solicitation made to the public generally through a bona fide public advertisement or job posting that is not targeted at employees of the other Party or of any member of the other Party's Group.

(b) If, at the time of enforcement of this Section 1.12, a court shall hold that the duration, scope or other restrictions stated herein are unreasonable under circumstances then existing, the Parties agree that the maximum duration, scope or other restrictions reasonable under such circumstances shall be substituted for the stated duration, scope or other restrictions and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration, scope and other restrictions then permitted by applicable Law.

Section 1.13. Employee Records. To the extent required by applicable Law or as reasonably required in order for the Parties to perform their obligations under this Agreement or as provided in Schedule 1.13 to this Agreement, as of no later than the Effective Time, each Party shall have transferred, and shall have caused the applicable member of its Group to transfer, copies of all applicable employee records, data or information, and compliance-related training documents, with respect to each Impacted Employee to the applicable Party or applicable member of its Group ("Employee Records") in a manner compliant with applicable Law and Section 9.10 of the Separation Agreement and, with respect to medical records (which shall not include "protected health information" as described in the following sentence), in accordance with the treatment of employee medical records provided in Schedule 1.13 to this Agreement; provided, however, that no transfers were made to the extent such employee records were already in the possession and control of the applicable member of its Group. For the avoidance of doubt, Employee Records do not include "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended, or any similar state, local or foreign Law. Except as provided in Schedule 1.13 to this Agreement, any employee records, data or information not transferred pursuant to this Section 1.13, including in respect of Former Employees, shall be preserved by the Party in control of such records, data or information for at least as long as required by applicable Law (or, if

later, at least as long as such records, data or information is reasonably necessary for the other Party to comply with applicable Law or to administer benefits or fulfill obligations under this Agreement), and the Party in control of such records, data or information shall provide the other Party access to such records, data and information in accordance with and subject to the terms of Section 1.17 hereof and Section 9.1 and Section 9.2 of the Separation Agreement.

Section 1.14. HR Liabilities.

(a) *In General*. Except to the extent otherwise required by applicable Law, as otherwise provided in this Agreement or with respect to Liabilities specifically allocated under Sections 1.05 through 1.11, Sections 1.14(b), (c) or (d) or Article II: (i) RemainCo shall, or shall cause a member of the RemainCo Group to, be Allocated all of the RemainCo HR Liabilities; and (ii) SpinCo shall, or shall cause a member of the SpinCo Group to, be Allocated all of the SpinCo HR Liabilities, in each case, regardless of (A) when or where such Liabilities arose or arise, (B) whether the facts upon which they are based occurred prior to, on, or subsequent to the Effective Time, (C) where or against whom such Liabilities are asserted or determined, (D) whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the RemainCo Group or SpinCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (E) which entity is named in any Action associated with any Liability.

(b) *Liabilities for Non-Consenting Employees*. Except to the extent otherwise required by applicable Law or as otherwise provided in this Agreement, including Section 1.06(b):

(i) RemainCo shall, or shall cause a member of the RemainCo Group to, be Allocated all of the HR Liabilities related to any Non-Consenting Employee who was Ring-Fenced to be a RemainCo Employee, regardless of (A) when or where such Liabilities arose or arise, (B) whether the facts upon which they are based occurred prior to, on, or subsequent to the Effective Time, (C) where or against whom such Liabilities are asserted or determined, (D) regardless of whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the RemainCo Group or SpinCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (E) which entity is named in any Action associated with any Liability;

(ii) SpinCo shall, or shall cause a member of the SpinCo Group to, be Allocated all of the HR Liabilities related to any Non-Consenting Employee who was Ring-Fenced to be a SpinCo Employee, regardless of (A) when or where such Liabilities arose or arise, (B) whether the facts upon which they are based occurred prior to, on, or subsequent to the Effective Time, (C) where or against whom such Liabilities are asserted or determined, (D) regardless of whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law,

fraud or misrepresentation by any member of the RemainCo Group or SpinCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (E) which entity is named in any Action associated with any Liability.

(c) *Liabilities for Former Employees*. Except to the extent otherwise provided in this Agreement (including as provided in Schedule 1.14(c) to this Agreement) or the Separation Agreement, as otherwise provided in Section 1.14(b) with respect to Non-Consenting Employees, or as required by applicable Law, the applicable entity that was the employing legal entity of a Former Employee at the time any HR Liability was incurred with respect to such Former Employee shall be Allocated such HR Liability in respect of such Former Employee; provided that any HR Liability in respect of any Former Employee or Former Director who was employed or serving in the United States at the time of such person's termination of employment or service shall be a RemainCo HR Liability unless explicitly Allocated to SpinCo pursuant to this Agreement.

(d) *Joint and Several Liabilities*. With respect to HR Liabilities that, under applicable Law or Labor Agreement, result in joint and several liability between two or more Parties, such HR Liabilities, to the extent not otherwise addressed herein, shall be apportioned among the Parties based on the principles of Article VIII (Indemnification) of the Separation Agreement in respect of shared liabilities.

Section 1.15. Indemnification. Except to the extent otherwise required by applicable Law or as otherwise provided in this Agreement:

(a) *RemainCo Indemnification*. RemainCo shall, and shall cause each member of the RemainCo Group to, indemnify, defend and hold harmless the SpinCo Indemnitees from and against any and all Indemnifiable Losses of the SpinCo Indemnitees to the extent relating to, arising out of, by reason of or otherwise in connection with any failure of RemainCo or any member of the RemainCo Group to discharge any of their respective obligations (including such obligations of RemainCo that may arise prior to the Effective Time) under this Agreement, including failure to be Allocated any HR Liability in accordance with this Agreement.

(b) *SpinCo Indemnification*. SpinCo shall, and shall cause each member of the SpinCo Group to, indemnify, defend and hold harmless the RemainCo Indemnitees from and against any and all Indemnifiable Losses of the RemainCo Indemnitees to the extent relating to, arising out of, by reason of or otherwise in connection with any failure of SpinCo or any member of the SpinCo Group to discharge any of their respective obligations (including such obligations of SpinCo that may arise prior to the Effective Time) under this Agreement, including failure to be Allocated any HR Liability in accordance with this Agreement.

(c) The following sections of the Separation Agreement shall apply *mutatis mutandis* to this Agreement as if such provisions had been set out expressly in this Agreement: Section 8.4 (Procedures for Third-Party Claims), excluding Section 8.4(f) thereof, Section 8.5 (Procedures for Direct Claims), Section 8.6 (Cooperation in Defense

and Settlement), Section 8.7 (Indemnification Payments), Section 8.8 (Indemnification Obligations Net of Insurance Proceeds and Other Amounts) and Section 8.9 (Additional Matters; Survival of Indemnities).

Section 1.16. Compliance with Applicable Laws. Notwithstanding any obligation set forth in this Agreement, on and following the Effective Time, each Party shall, and shall cause each member of its Group to, comply with all applicable Laws with respect to the hiring, employment, or termination of employment of any Impacted Employee. For the avoidance of doubt, if any Party or member of its Group fails to discharge its obligations under this Section 1.16, any Indemnifiable Losses suffered by the other Party or any members of its Group arising from such failure shall be subject to indemnification pursuant to Section 1.15.

Section 1.17. Transition Services. Except as otherwise provided in the Transition Services Agreement, the Parties agree that no member of any Group shall provide, or shall cause to be provided at or after the Effective Time, any transition services in respect of employee benefits or human resources services for any Impacted Employees. Notwithstanding anything to the contrary herein, following the Effective Time, each Party shall, and shall cause the applicable members of its Group to, provide to the other Party or its Group, upon reasonable request, any historical records, documents or information relating to any Impacted Employee or Former Employee that are in such Party's or its Group's possession or control and that do not transfer to the requesting Party as part of the transactions contemplated by this Agreement, including historical payroll records, employment records, benefit plan records and other employee-related documentation, to the extent reasonably necessary for the requesting Party to comply with applicable Law or to administer benefits or fulfill obligations under this Agreement, unless prohibited by applicable Law.

Section 1.18. Good-Faith Negotiations. Notwithstanding anything in this Agreement to the contrary (including the treatment of outstanding equity awards and annual incentive awards as described herein), the Parties agree to negotiate in good faith regarding the need for any treatment different from that provided herein.

Section 1.19. Third-Party Beneficiaries. Notwithstanding anything in this Agreement to the contrary, no provision of this Agreement is intended to, or does, require any Party to keep any Person employed for any period of time or constitute the establishment or adoption of, or amendment to, any Benefit Plan. 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.

Section 1.20. Effective Time. This Agreement shall be effective as of the Effective Time and shall cease to be of any force or effect if the Separation Agreement is terminated.

Section 1.21. Assignment of Employment Agreements. RemainCo agrees that, notwithstanding the terms of any Employment Agreement between any member of RemainCo Group and any SpinCo Employee, to the extent assignable under the terms of the Employment Agreement, applicable Law, and any applicable Labor Agreement, RemainCo (or the applicable member of the RemainCo Group) hereby assigns all Employment Agreements between any SpinCo Employee and any member of the RemainCo Group to SpinCo (and, to the extent that any such Employment Agreements cannot be assigned under the terms of the Employment Agreement, applicable Law, or an applicable Labor Agreement, RemainCo (or the applicable member of the RemainCo Group) hereby recognizes SpinCo (and any applicable member of the SpinCo Group) as a third-party beneficiary with respect to any Employment Agreements). SpinCo agrees that, notwithstanding the terms of any Employment Agreement between any member of SpinCo Group and any RemainCo Employee, to the extent assignable under the terms of the Employment Agreement, applicable Law, and any applicable Labor Agreement, SpinCo (or the applicable member of the SpinCo Group) hereby assigns all Employment Agreements between any RemainCo Employee and any member of the SpinCo Group to RemainCo (and, to the extent that any such Employment Agreements cannot be assigned under the terms of the Employment Agreement, applicable Law, and any applicable Labor Agreement, SpinCo (or the applicable member of the SpinCo Group) hereby recognizes RemainCo (and any applicable member of the RemainCo Group) as a third-party beneficiary with respect to any Employment Agreements).

ARTICLE II

UNITED STATES

The provisions of this Article II shall apply only with respect to matters that arise out of the employment of individuals within the United States or the termination thereof.

Section 2.01. U.S. Defined Benefit Pension Plans.

(a) *U.S. Qualified Defined Benefit Pension Plans*. Except to the extent provided in Schedule 2.01(a) to this Agreement, there shall be no Transfer of Assets or Liabilities (including, without limitation, with respect to Actions) between, or otherwise among the Parties in respect of, any Benefit Plan maintained by any of them or their respective Affiliates that is a U.S. defined benefit pension plan intended to satisfy the requirements of Section 401(a) of the Code. For the avoidance of doubt, RemainCo shall be Allocated all Assets and Liabilities relating to any such U.S. tax-qualified pension plan.

(b) *U.S. Nonqualified Defined Benefit Pension Plans*. Except to the extent required by applicable Law, SpinCo shall be Allocated all Liabilities (including, without limitation, with respect to Actions) with respect to SpinCo Employees under any U.S. nonqualified defined benefit pension plan, but there shall be no Transfer of Assets between the Parties with respect to such U.S. nonqualified defined benefit pension plan.

Section 2.02. U.S. Qualified Defined Contribution Plans.

(a) Effective as of the Effective Time, contributions under the RemainCo Retirement Savings Plan (the "RemainCo 401(k) Plan") shall cease in respect of SpinCo Employees who participated in the RemainCo 401(k) Plan (each, a "SpinCo 401(k) Participant"). Effective as of no later than the Effective Time, SpinCo shall have adopted, or shall have caused the applicable member of the SpinCo Group to adopt, a defined contribution retirement plan that satisfies the requirements of Sections 401(a) and 401(k) of the Code (the "SpinCo 401(k) Plan") and permit SpinCo 401(k) Participants to participate therein effective as of the Effective Time. RemainCo Employees who participate in the RemainCo 401(k) Plan as of the Effective Time shall continue to participate in the RemainCo 401(k) Plan following the Effective Time.

(b) SpinCo 401(k) Participants shall be given credit under the SpinCo 401(k) Plan for all service with the RemainCo Group and its respective predecessors as if it were service with the SpinCo Group for purposes of determining eligibility and vesting under the SpinCo 401(k) Plan.

(c) RemainCo and SpinCo agree to cooperate in good faith to cause a trustee-to-trustee transfer of all assets and liabilities (including plan loans in-kind) under the RemainCo 401(k) Plan in respect of SpinCo Employees who are participants to the RemainCo 401(k) Plan as of the Effective Time to the SpinCo 401(k) Plan, which transfer shall occur as soon as practicable following the Effective Time and shall be conducted in accordance with Section 414(l) of the Code, Treasury Regulation Section 1.414(l)-1 and Section 208 of the Employee Retirement Income Security Act of 1974, as amended.

Section 2.03. U.S. Welfare Benefits.

(a) *U.S. Non-Retiree Welfare Benefits.* As of no later than the Effective Time, (i) SpinCo shall have designated welfare benefit plans that are not OPEB Plans for the U.S. SpinCo Employees (the "SpinCo Group U.S. Welfare Plans"); and (ii) RemainCo shall have designated welfare benefit plans that are not OPEB Plans for the U.S. RemainCo Employees (the "RemainCo Group U.S. Welfare Plans" and, together with the SpinCo Group U.S. Welfare Plans, the "Group U.S. Welfare Plans"), in each case, in compliance with this Agreement, any applicable Law and any applicable Labor Agreement.

(b) *U.S. Retiree Welfare Benefits.* Except as otherwise provided in Section 1.09(b)(ii), any Assets or Liabilities that relate to any OPEB Plan for individuals employed in the United States shall be allocated to RemainCo in accordance with Section 1.09(b)(i).

Section 2.04. U.S. Non-Qualified Deferred Compensation Plans.

(a) *In General*. Except as provided in subsection (b) below, prior to the Effective Time, SpinCo shall, or shall have caused the applicable member of the SpinCo Group to, (i) establish non-qualified deferred compensation plans with terms that are substantially similar to the non-qualified deferred compensation plans identified on Schedule 2.04(a) to this Agreement and (ii) be Allocated the Liabilities (but shall not receive any Transfer of Assets) in respect of the deferred compensation plan obligations

pertaining to each SpinCo Employee or SpinCo Non-Employee Director who is a participant in the non-qualified deferred compensation plans identified on Schedule 2.04(a) to this Agreement. For the avoidance of doubt, Liabilities in respect of the deferred compensation plan obligations pertaining to (A) any member or former member of the RemainCo Board who does not become a SpinCo Non-Employee Director, (B) Former Employees and (C) any RemainCo Employee who does not become a SpinCo Employee will remain with RemainCo.

(b) Except as provided in Section 2.04(a), there shall be no Transfer among the Parties or their Affiliates of Assets or Liabilities in respect of non-qualified deferred compensation plans maintained by any of them or their respective Subsidiaries. Effective as of no later than the Effective Time, the active participation of each SpinCo Employee or SpinCo Non-Employee Director who is a participant in a non-qualified deferred compensation plan (each, a "SpinCo NQ Participant") with an account (a "Plan Account") under the deferred compensation plans identified on Schedule 2.04(a) to this Agreement shall cease. The Parties acknowledge that none of the transactions contemplated by the Separation Agreement will trigger a payment or distribution of any Plan Account and, consequently, that the payment or distribution of any such participant who is entitled will occur upon such participant's separation from service from a member of the applicable Group or such other time as provided in the applicable non-qualified deferred compensation plan and such participant's deferral election.

Section 2.05. Workers' Compensation Claims. Without limiting Section 1.15, Section 4.03 or Section 4.04, and without regard to the legal entity obligated to discharge such Liabilities under applicable Law, (i) RemainCo shall be responsible for all claims for workers' compensation benefits which are incurred at any time (x) by RemainCo Employees or Former Employees whose employing entity was RemainCo or any of its Affiliates or any of their respective predecessors or former Affiliates (excluding SpinCo or any of its Affiliates or any of their respective predecessors or former Affiliates) or (y) not related to the SpinCo Business; and (ii) SpinCo shall be responsible for all claims for workers' compensation benefits that are incurred at any time (x) by SpinCo Employees or Former Employees whose employing entity was a member of the SpinCo Group or any of its Affiliates or any of their respective predecessors or former Affiliates or (y) related to the SpinCo Business; provided, however, that (A) if RemainCo is unable to be Allocated any such Liabilities or the administration of any such claim because of applicable Law or Contract, SpinCo, or the applicable member of the SpinCo Group, shall administer and/or discharge such Liabilities, as applicable, and RemainCo, or the applicable member of the RemainCo Group, shall reimburse and indemnify SpinCo or the applicable member of the SpinCo Group for all such Liabilities, and (B) if SpinCo is unable to be Allocated any such Liabilities or the administration of any such claim because of applicable Law or Contract, RemainCo, or the applicable member of the RemainCo Group, shall administer and/or discharge such Liabilities, as applicable, and SpinCo, or the applicable member of the SpinCo Group, shall reimburse and indemnify RemainCo or the applicable member of the RemainCo Group for all such Liabilities. In the event that SpinCo is responsible for any claims for workers' compensation benefits under this Section 2.05 and such claim relates to an event occurring prior to the Distribution, (A) SpinCo shall have access to, and may seek recovery under, RemainCo's applicable workers' compensation insurance policies (or

self-insurance program), subject to the terms and conditions of such insurance or self-insurance arrangements, and (B) SpinCo shall post collateral to the applicable insurer(s) (or self-insurance program) in respect of such historical claims, in each case in such amounts and in such form and manner as may be reasonably required by such insurer(s) (or self-insurance program) to support such access. For purposes of this Section 2.05, a claim for workers' compensation benefits shall be deemed to be incurred when the event giving rise to the claim occurs, and all Liabilities attributable thereto (regardless of when payable) shall be deemed to relate back to such event.

Section 2.06. Payroll and Related Taxes. The Parties agree to follow the standard procedure set forth in Section 4 of Rev. Proc. 2004-53, I.R.B. 2004-34, whereby each entity that is the employing legal entity of any RemainCo Employee or SpinCo Employee during any portion of the year in which the Effective Time occurs shall, in respect of the period of its employment, be responsible in respect of such employee for all payroll obligations, Tax withholdings, other applicable payroll deductions (including garnishments and union dues) and Tax reporting obligations (including delivery of a Form W-2 or similar earnings statement covering the tax year in which the Effective Time occurs), and the applicable employer shall separately account for any such withholdings or deductions and apply them exclusively in satisfaction of the obligation in respect of which they were withheld or deducted.

Section 2.07. COBRA. In the event that any RemainCo Employee or Former Employee (or his or her qualified beneficiary) was receiving, or was eligible to receive, continuation health coverage pursuant to COBRA prior to the Effective Time, RemainCo shall be responsible for all such Liabilities to such employee (or his or her eligible dependents) in respect of COBRA. No Benefit Plan shall treat the Distribution as a COBRA-qualifying event for any SpinCo Employee (or any eligible dependent of a SpinCo Employee). Following the Effective Time, SpinCo shall be solely responsible for all Liabilities for any SpinCo Employee (or his or her eligible dependents) who experiences a COBRA-qualifying event.

Section 2.08. Flexible Spending Accounts. As of no later than the Effective Time, SpinCo shall have adopted, established and maintained a flexible spending account plan for the benefit of SpinCo Employees (the "SpinCo FSA"). As of the Effective Time, each SpinCo Employee shall become eligible to participate in the SpinCo FSA, subject to the terms of such plan. Effective as of the Effective Time, the SpinCo FSA shall credit or debit the applicable account of each SpinCo Employee who, as of the Effective Time, was a participant in the flexible spending account plan maintained by RemainCo (the "RemainCo FSA") with an amount equal to the balance of his or her account under the RemainCo FSA as of the Effective Time and shall continue his or her elections thereunder. If the claims made against a SpinCo Employee's RemainCo FSA account prior to the Effective Time exceed the amounts credited to such account at the Effective Time, SpinCo shall reimburse the RemainCo Group for the aggregate amount of such difference. If the amounts credited to a SpinCo Employee's SpinCo FSA account at the Effective Time exceed the claims made against such account prior to the Effective Time, the RemainCo Group shall reimburse SpinCo for the aggregate amount of such difference. As of the Effective Time, the SpinCo FSA and the SpinCo Group shall be responsible for all

outstanding dependent care and medical care claims under the SpinCo FSA of each SpinCo Employee and shall assume and perform the obligations from and after the Effective Time. From and after the Effective Time, the RemainCo Group shall provide SpinCo with such information within the RemainCo Group's possession that SpinCo may reasonably request to enable SpinCo to verify any claims or contribution information pertaining to the SpinCo FSA.

ARTICLE III

ADDITIONAL DEFINED TERMS

Section 3.01. Certain Defined Terms. Except as noted in Section 3.02, terms used herein shall have the meanings defined below:

"Action" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Affiliate" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Ancillary Agreements" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Assets" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Allocated" shall mean, in respect of any Liability and any Party, that (a) the Liability shall be allocated to the Party (or a member of the Party's Group) by the other Party (or a member of the other Party's Group) and (b) such Party shall perform, discharge and fulfill (or cause such member of its Group to perform, discharge and fulfill) in accordance with its terms such allocated Liability, and "Allocation" shall have its correlative meaning.

"Benefit Plans" means all compensation and benefit plans, including any health and welfare plans, medical, dental and vision plans, life insurance plans, cafeteria plans, employment, consulting, incentive compensation, retention, change in control, severance, retirement, pension and other deferred compensation plans.

"Benefits" means all benefits offered to new hires under the Benefit Plans of the applicable Party or member of the applicable Group.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Consents" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Contract" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Distribution" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Effective Time" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Employee Representative Body" means any union, works council or other agency or representative body certified or otherwise recognized for the purposes of bargaining collectively or established for the purposes of notification of or consultation on behalf of any Impacted Employees.

"Employment Agreement" means any agreements or contract between any SpinCo Employee or RemainCo Employee with a member of the SpinCo Group or a member of the RemainCo Group, including, but not limited to, restrictive covenant agreements, nondisclosure agreements, intellectual property agreements, work product agreements, confidentiality agreements, offer letters, employment agreements, executive compensation agreements (such as long-term or short-term incentive agreements, or other incentive agreements), bonus or incentive agreements, settlement agreements, separation agreements, release agreements, consents or assignment agreements.

"Former Director" means each former non-employee director of RemainCo whose service on the RemainCo Board terminated at or prior to the Effective Time.

"Former Employee" means each former employee whose employment with the RemainCo Group or SpinCo Group or any of their respective predecessors or former Affiliates terminated at or prior to the Effective Time.

"Governmental Entity" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Group" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"HR Liabilities" means all Liabilities arising out of, by reason of, or otherwise in connection with, the hiring of, employment of, or termination of the employment of, any employee by the applicable Party or applicable member of its Group or predecessor thereof.

"Impacted Employee" means each RemainCo Employee and SpinCo Employee, as applicable (other than any such employee who ceases employment with RemainCo and its Subsidiaries prior to the Effective Time).

"Indemnifiable Loss" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Internal Reorganization" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Labor Agreement" means any agreement with any Employee Representative Body that pertains to any Impacted Employees.

"Law" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Liabilities" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Non-Consenting Employee" means: any (i) RemainCo Employee or (ii) SpinCo Employee, in either case, who has the right under applicable Law or applicable Labor Agreement to legally object to, opt out of, refuse to Consent to, or otherwise fail to acquiesce to, and who has (x) validly objected to, opted out of, refused to Consent to, or otherwise failed to acquiesce to, the automatic transfer of their employment to the applicable Party or a member of its Group by operation of applicable Law, in cases where such employee is subject to automatic transfer by operation of applicable Law, (y) validly refused to Consent to, refused to accept the offer to, refused to execute a tripartite agreement or otherwise failed to acquiesce to, become an employee of the applicable Party or member of its Group or (z) validly objected to, opted out of, refused to Consent to, or otherwise failed to acquiesce to, changes in his or her compensation or employee benefits by validly resigning or terminating his or her employment with, validly withdrawing his or her Consent to employment with or validly rejecting his or her transfer to, the applicable Party or a member of its Group, in accordance with and to the extent permitted by applicable Law or an applicable Labor Agreement.

"OPEB Plan" means any Benefit Plan that is considered an other post-employment benefit plan, including retiree medical, retiree life insurance arrangements and self-funded long-term disability plans. For the avoidance of doubt, OPEB Plan shall not include any Benefit Plan that is a pension or other defined benefit retirement plan, Severance plan or deferred compensation plan.

"Person" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"RemainCo Benefit Plan" means any Benefit Plan that RemainCo or any member of the RemainCo Group sponsors, maintains or contributes to at or after the Effective Time (and which is not a SpinCo Benefit Plan).

"RemainCo Business" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"RemainCo Common Stock" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"RemainCo Employee" means each employee of RemainCo and its Subsidiaries who has been Ring-Fenced to the RemainCo Business, as memorialized in accordance with Section 1.01. For the avoidance of doubt, "RemainCo Employee" includes any employee transferred to RemainCo or a member of the RemainCo Group pursuant to Section 1.01(b).

"RemainCo Equity Plan" means the Corteva, Inc. 2019 Omnibus Incentive Plan (as may be amended from time to time).

"RemainCo Group" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"RemainCo HR Liabilities" means all HR Liabilities for any RemainCo Employee, and any HR Liability allocated to RemainCo pursuant to Section 1.14 (including in respect of Former Employees), but excluding any HR Liability allocated to SpinCo pursuant to Section 1.14.

"RemainCo Indemnitees" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"RemainCo Labor Agreement" means any agreement with any Employee Representative Body that pertains to any RemainCo Employees.

"RemainCo Severance Plan" means any RemainCo Benefit Plan that provides Severance, as determined as of the Effective Time.

"Ring-Fence" or "Ring-Fenced" means the process for allocating each Employee of RemainCo or its Subsidiaries to the RemainCo Business or the SpinCo Business, as applicable, in accordance with Section 1.01.

"Severance" means any severance, redundancy or other similar separation benefit.

"SpinCo Benefit Plan" means any Benefit Plan that SpinCo or any member of the SpinCo Group sponsors, maintains or contributes to as of the Effective Time.

"SpinCo Business" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"SpinCo Common Stock" shall have the meaning ascribed to it in the Recitals to the Separation Agreement.

"SpinCo Employee" means any employee of RemainCo and its Subsidiaries who has been Ring-Fenced to the SpinCo Business, as memorialized in accordance with Section 1.01. For the avoidance of doubt, "SpinCo Employee" includes any employee transferred to SpinCo or a member of the SpinCo Group pursuant to Section 1.01(b).

"SpinCo Future Benefit Plan" means any Benefit Plan that SpinCo or any member of the SpinCo Group assumes, adopts, establishes or begins sponsoring, maintaining or contributing to at or after the Effective Time.

"SpinCo Group" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"SpinCo HR Liabilities" means all HR Liabilities for any SpinCo Employee (including any SpinCo Employee who ceases employment with any member of the SpinCo Group prior to the Internal Reorganization or the Effective Time, as applicable), and any HR Liability allocated to SpinCo pursuant to Section 1.14, but excluding any HR Liability allocated to RemainCo pursuant to Section 1.14.

"SpinCo Indemnitees" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"SpinCo Labor Agreement" means any agreement with any Employee Representative Body that pertains to any SpinCo Employees.

"SpinCo Non-Employee Director" means each non-employee director of RemainCo as of immediately prior to the Effective Time who, immediately following the Effective Time, becomes a non-employee director of SpinCo.

"SpinCo Severance Plan" means any SpinCo Benefit Plan that provides Severance, as determined as of the applicable Effective Time.

"STD Employee" means any SpinCo Employee or RemainCo Employee who (i) is not able to work because of a serious health condition and (ii) is receiving (or who has applied for and then receives) short-term disability or income replacement benefits from RemainCo or a member of the RemainCo Group or SpinCo or a member of the SpinCo Group.

"Subsidiary" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Tax" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

"Transfer" shall have the meaning ascribed to it in Section 1.1 of the Separation Agreement.

Section 3.02. Other Defined Terms in this Agreement. The following terms have the meanings set forth in the sections of this Agreement set forth below:

Definition	Location in Agreement
2026 PSU Award	Section 1.08(k)(i)
2026 RSU Award	Section 1.08(k)(ii)
Adjusted RemainCo Option	Section 1.08(d)(ii)

Definition	Location in Agreement
Adjusted RemainCo PSU	Section 1.08(d)(iii)
Adjusted RemainCo RSU	Section 1.08(d)(i)
Adjusted RemainCo Shareholder Method Award	Section 1.08(b)
Adjusted SpinCo Option	Section 1.08(c)(ii)
Adjusted SpinCo PSU	Section 1.08(c)(iii)
Adjusted SpinCo RSU	Section 1.08(c)(i)
Adjusted SpinCo Shareholder Method Award	Section 1.08(b)
Agreement	Preamble
Allocated Vacation Liabilities	Section 1.05
Converted PSU	Section 1.08(a)
Delayed Employment Date	Section 1.02(b)
Delayed Employment Employee	Section 1.02(b)
Employee Records	Section 1.13
Employer Method Award	Section 1.08(k)(iii)
Group U.S. Welfare Plans	Section 2.03(a)
LTD Employee	Section 1.02(d)
Parties	Preamble
Party	Preamble
Performance Stock Unit	Section 1.08(k)(iv)
Plan Account	Section 2.04(b)
Post-Spin RemainCo Share Price	Section 1.08(k)(v)
Post-Spin SpinCo Share Price	Section 1.08(k)(vi)
Pre-Spin Share Price	Section 1.08(k)(vii)
RemainCo	Preamble
RemainCo 401(k) Plan	Section 2.02(a)
RemainCo Board	Recitals
RemainCo Conversion Ratio	Section 1.08(k)(viii)
RemainCo Equity Award	Section 1.08(k)(ix)
RemainCo ESPP	Section 1.08(k)(x)
RemainCo FSA	Section 2.08
RemainCo Group U.S. Welfare Plans	Section 2.03(a)
RemainCo Option	Section 1.08(k)(xi)
Restricted Stock Unit	Section 1.08(k)(xii)
Ring-Fence Error	Section 1.01(b)
Separation Agreement	Recitals
Shareholder Method Award	Section 1.08(k)(xiii)
SpinCo	Preamble
SpinCo 401(k) Participant	Section 2.02(a)
SpinCo 401(k) Plan	Section 2.02(a)
SpinCo Conversion Ratio	Section 1.08(k)(xiv)
SpinCo Equity Award	Section 1.08(k)(xv)
SpinCo ESPP	Section 1.08(h)(ii)
SpinCo FSA	Section 2.08
SpinCo Group U.S. Welfare Plans	Section 2.03(a)
SpinCo NQ Participant	Section 2.04(b)

Definition	Location in Agreement
SpinCo Option	Section 1.08(k)(xvi)
SpinCo Stock Plan	Section 1.08(i)(i)
Stock Option	Section 1.08(k)(xvii)
Vacation Payout Liabilities	Section 1.05

ARTICLE IV

GENERAL PROVISIONS

Section 4.01. General. Subject to the terms and conditions of this Agreement, each of the Parties shall, and shall cause the other members of its Group to, cooperate with each other and use commercially reasonable efforts, on and after the Effective Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on their respective parts under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement.

Section 4.02. Limitation of Liability. No Party shall have any Liability to any other Party in the event that any information exchanged or provided pursuant to this Agreement which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate.

Section 4.03. Transfers Not Effected on or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time. Section 2.5 (Transfers Not Effected at or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time) of the Separation Agreement shall apply *mutatis mutandis* to this Agreement as if such provisions had been set out expressly in this Agreement.

Section 4.04. Wrong Pockets. Subject to Section 4.03, Sections 2.6(a) and (b) (Wrong Pockets) of the Separation Agreement shall apply *mutatis mutandis* to this Agreement as if such provisions had been set out expressly in this Agreement.

Section 4.05. Novation of Liabilities. Section 2.9 (Novation of Liabilities) of the Separation Agreement shall apply *mutatis mutandis* to this Agreement as if such provisions had been set out expressly in this Agreement.

Section 4.06. 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 or thereby, the following sections of the Separation Agreement shall apply *mutatis mutandis* to this Agreement as if such provisions had been set out expressly in this Agreement: Section 10.1 (Negotiation and Arbitration) and Section 10.2 (Continuity of Service and Performance).

Section 4.07. Insurance. Subject to Section 2.05, Article XI (Insurance) of the Separation Agreement shall apply *mutatis mutandis* to this Agreement as if such provisions had been set out expressly in this Agreement.

Section 4.08. Confidentiality. Each Party hereby acknowledges that confidential and proprietary information of such Party and the other members of its Group may be exposed to employees and agents of the other Party and the other members of its Group as a result of the activities contemplated by this Agreement. Accordingly, the Parties acknowledge and agree that Section 9.6 (Confidentiality; Non-Use) is hereby incorporated into this Agreement and shall apply to the transactions contemplated by this Agreement to the extent applicable, *mutatis mutandis*.

Section 4.09. Complete Agreement; Construction. This Agreement, including the Schedules hereto, 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 and to the extent that there shall be any inconsistency between this Agreement and any Schedule hereto, the Schedule shall prevail. In the event and to the extent that there shall be any inconsistency between the provisions of this Agreement and any Conveyancing and Allocation Instrument (as defined in the Separation Agreement), this Agreement shall control. Except as expressly set forth in this Agreement or any Ancillary Agreement, (i) all Assets (without giving effect to the proviso in the definition of "Assets" in the Separation Agreement) of the Parties and their respective Subsidiaries that are Transferred pursuant to this Agreement and all Employee Related Liabilities (as defined in the Separation Agreement) shall be governed exclusively by this Agreement and (ii) for the avoidance of doubt, in the event and to the extent that there shall be any inconsistency between the Separation Agreement or any Ancillary Agreement, on the one hand, and this Agreement, on the other hand, with respect to such matters, the terms and conditions of this Agreement shall govern.

Section 4.10. Miscellaneous. The provisions set forth in Sections 12.2 (Ancillary Agreements), 12.3 (Counterparts), 12.4 (Survival of Agreements), 12.5 (Notices), 12.6 (Waivers), 12.7 (Amendments), 12.8 (Assignment), 12.9 (Successors and Assigns), 12.10 (Certain Termination and Amendment Rights), 12.11 (Payment Terms), 12.12 (No Circumvention), 12.13 (Subsidiaries), 12.15 (Title and Headings), 12.16 (Exhibits and Schedules), 12.17 (Governing Law), 12.18 (Specific Performance), 12.19 (Severability), 12.20 (No Duplication; No Double Recovery), 12.21 (Public Announcements) and 12.22 (Tax Treatment of Payments) of the Separation Agreement are hereby incorporated *mutatis mutandis* to this Agreement as if such provisions had been set out expressly in this Agreement.

[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.

CORTEVA, INC.

By: /s/ Cornel B. Fuerer
Name: Cornel B. Fuerer
Title: Senior Vice President, Strategic Advisor

VYLOR INC.

By: /s/ Jennifer A. Johnson
Name: Jennifer A. Johnson
Title: Authorized Signatory

[Signature Page to Employee Matters Agreement]

Exhibit 10.3

Certain information in this exhibit has been redacted in accordance with Item 601(b)(10)(iv) of Regulation S-K. Such information is both (i) not material and (ii) customarily and actually treated by the registrant as private or confidential. [***] indicates that information has been redacted.

REVERSE TRANSITION SERVICES AGREEMENT

by and between

CORTEVA, INC.

and

VYLOR INC.

Dated as of October 1, 2026

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This REVERSE TRANSITION SERVICES AGREEMENT, dated as of October 1, 2026 (this "Agreement"), is entered into by and between CORTEVA, INC., a Delaware corporation ("RemainCo"), and VYLOR INC., a Delaware corporation ("SpinCo"). Each of RemainCo and SpinCo is sometimes referred to herein as a "Party", and collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, pursuant to the Separation and Distribution Agreement, dated as of September 29, 2026, by and among RemainCo, SpinCo and, solely for the purposes set forth therein, EIDP, Inc. (the "Separation Agreement"), RemainCo intends, among other things, to separate into two separate, publicly traded companies, one for each of (a) the SpinCo Business, which will be owned and conducted, directly or indirectly, by SpinCo, and (b) the RemainCo Business, which will be owned and conducted, directly or indirectly, by RemainCo; and

WHEREAS, effective upon the Effective Time, RemainCo desires to purchase from SpinCo, and SpinCo is willing to provide to RemainCo, the Services, in order (i) to facilitate RemainCo's operation of the RemainCo Business after the Effective Time and (ii) to provide RemainCo the opportunity to obtain alternate sources of such services within a reasonable time after the Effective Time.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties agree as follows:

ARTICLE I
Definitions

SECTION 1.1. Defined Terms. (a) Each capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to it in the Separation Agreement. For purposes of this Agreement, the following terms shall have the following meanings:

"Background IP" shall mean, with respect to a particular Party and its Affiliates, any and all Intellectual Property (excluding Trademarks) that is (a) owned by such Party (or its Affiliates) as of the Effective Time or (b) developed, improved, modified or acquired by or on behalf of such Party (or its Affiliates) (other than New IP); provided, that for clarity, any Intellectual Property acquired by either Party or any of its Affiliates pursuant to the Separation Agreement shall be deemed such Party's or its Affiliates' Background IP, as applicable.

"Change of Control" shall mean, with respect to a Party, (a) the sale, conveyance, transfer or other disposition (however accomplished), in one or a series of related transactions, of all or substantially all of the assets of such Party to a Restricted Party; (b) the consolidation, merger or other business combination of such Party with or into a Restricted Party, immediately following which the stockholders of such Party immediately prior to such transaction fail to own in the aggregate at least a majority of the voting power in the election of directors of all the outstanding voting securities of the surviving party in such consolidation, merger or business combination or of its ultimate publicly traded parent entity; (c) any "person" or "group" (within the meaning of

Sections 13(d) and 14(d) of the Exchange Act) that is or includes a Restricted Party becoming the "beneficial owner" (within the meaning of Rules 13d-3 and 13d-5 promulgated under the Exchange Act), directly or indirectly, of at least thirty-five percent (35%) of the outstanding voting securities of such Party and effective control of such Party (other than (i) a reincorporation, holding company merger or similar corporate transaction in which each of such Party's stockholders owns, immediately thereafter, interests in the new parent company in substantially the same percentage as such stockholder owned in such Party immediately prior to such transaction or (ii) in connection with a transaction described in clause (b), which shall be governed by such clause (b)); or (d) as a result of a Restricted Party nominating or electing directors, a majority of the board of directors of such Party ceasing to consist of individuals who have become directors as a result of being nominated or elected by a majority of such Party's directors. For the avoidance of doubt, a previous determination that a "Change of Control" has occurred shall not prejudice the determination as to whether any other subsequent events, on one or more occasions, meet the definition of "Change of Control."

"Early Termination Cost" means, with respect to the termination of any Service pursuant to Section 3.2(c), (i) any costs or expenses expressly set forth as an early termination cost of such Service on Exhibit A hereto or (ii) if no costs or expenses are expressly set forth as an early termination cost of such Service on Exhibit A hereto, then (x) any and all reasonable and documented out-of-pocket costs or expenses incurred or due for payment by SpinCo or its Affiliates that are reasonably incurred prior to delivery of an Early Termination Notice with respect to the terminated Service that would have been reimbursed or paid by RemainCo pursuant to this Agreement if such Service was not being terminated that cannot, after receipt of such Early Termination Notice, be avoid or recovered and (y) any and all reasonable and documented compensation that is paid or payable to, and any and all reasonable and documented costs or expenses associated with any benefits provided or to be provided to, any personnel or Service Provider of SpinCo or any of its Affiliates that is or would have been paid, payable or provided during the period on or following the date of such termination.

"Early Termination Notice" means any notice from RemainCo to SpinCo delivered pursuant to and in accordance with Section 3.2(c).

"Licensed Field" shall mean, with respect to each Transitional Mark, the products and services of the RemainCo Business in connection with which such Transitional Mark was used in the ordinary course of business in the twelve (12) months prior to the Effective Time (and natural evolutions thereof).

"Willful Misconduct" means a deliberate act, or deliberate failure to act, undertaken by a Person with the actual knowledge that the taking of such act, or failure to act, would, or would reasonably be expected to, cause a breach of this Agreement. "Willful Misconduct" shall include fraud.

"Reference Period" means the twelve (12)-month period immediately preceding the Effective Time.

"Restricted Party" means (a) with respect to SpinCo, [***], any of their respective Affiliates and any successor of the foregoing and (b) with respect to RemainCo, [***], any of their respective Affiliates and any successor of the foregoing.

"Service Period Deadline" means, with respect to any Service, the date that is twenty-four (24) months following the Effective Time (unless a later date is set forth with respect to such Service on Exhibit A hereto).

"Taxing Authority" has the meaning set forth in the Tax Matters Agreement.

"Territory" shall mean, with respect to each Transitional Mark, the territory marked in the "Country" column of such Transitional Mark in Exhibit E.

"Transitional Marks" has the meaning set forth in Section 8.3(a).

"Transitional Trademark Sublicensee" has the meaning set forth in Section 8.3(b).

(b) The following terms used in this Agreement shall have the meanings assigned to them in the respective Sections set forth below:

Term	**Section**
Additional Services	Section 2.2(b)
Agreement	Preamble
Assigning Party	Section 12.2
Acquired Group	Section 3.2(d)
Acquired Party	Section 3.2(d)
Consent	Section 2.7
Dispute	Section 12.5(b)
Intentionally Omitted Services	Section 2.2(a)
Lead Coordinators	Section 2.4
Local Services Agreement	Section 2.3(a)
Migration Plans	Section 2.8(a)
New IP	Section 8.1
Non-Acquired Party	Section 3.2(d)
Omitted Services	Section 2.2(a)
One-Time Costs	Section 3.3
Parties	Preamble
Party	Preamble
RemainCo	Preamble
RemainCo New IP	Section 8.1
Sales Taxes	Section 4.2(a)
Separation Agreement	Recitals
Service	Section 2.2(c)
Service Contacts	Section 12.5(b)
Service Contact Period	Section 12.5(b)
Service Extension	Section 3.1
Service Fee	Section 3.3

Term	Section
Service Period	Section 3.1
Service Provider	Section 2.1(c)
Service Suspensions	Section 5.1
Services	Section 2.1(a)
SpinCo	Preamble
SpinCo New IP	Section 8.1
Transition	Section 2.8(b)
Transition Committee	Section 2.4
Transitional Trademark Sublicensee	Section 8.3(b)
VAT	Section 4.2(a)

ARTICLE II
Services to be Provided

SECTION 2.1. Provision of Services. (a) *Services.* Pursuant to the terms and conditions of this Agreement (including the Exhibits hereto), SpinCo shall provide, directly or through one or more Affiliates or Service Providers (as defined below), and RemainCo shall purchase, the services described in Exhibit A hereto (subject to the limitations set forth therein and excluding any actions or services that are designated as a responsibility of RemainCo) (the "Services"). SpinCo shall, directly or through one or more Affiliates or Service Providers, provide each Service consistent with the performance standard set forth in Section 2.5 (*Performance Standard*) and only with respect to the countries or regions designated in Exhibit A hereto as receiving such Service.

(b) *Designation of Affiliates.* RemainCo may designate, upon not less than ten (10) days' prior written notice and in any event prior to the execution of any applicable Local Services Agreement, one or more Affiliates to purchase Services, in each case related to an applicable country or region, in which event all references herein to RemainCo will be deemed to refer to such Affiliates, as appropriate; provided, however, that no such designation will in any event limit or affect the obligations of RemainCo under this Agreement to the extent not performed by such Affiliates.

(c) *Service Providers.* SpinCo may, at its option and from time to time, delegate any of its obligations to perform Services under this Agreement to any one or more of its Affiliates or engage the services of other professionals, consultants or other third parties (each, a "Service Provider") in connection with the performance of the Services; provided, however, that SpinCo shall remain ultimately responsible for ensuring that its obligations with respect to the manner, scope, time frame, nature, quality and other aspects of the Services are satisfied with respect to any Services provided by any such Affiliate or Service Provider and shall be liable for any failure of an Affiliate or Service Provider to so satisfy such obligations (or if any such Affiliate or Service Provider otherwise breaches any provision hereof).

SECTION 2.2. Service Amendments and Additions.

(a) *Omitted Services.* Within twelve (12) months following the Effective Time, RemainCo may request that SpinCo provide additional services that are not Services that (i) were

provided to the RemainCo Business during the Reference Period and (ii) are reasonably necessary for the operation of the RemainCo Business, as conducted during the Reference Period ("Omitted Services"); provided that, except as expressly set forth on Exhibit A, no service set forth on Exhibit B hereto shall be an Omitted Service without SpinCo's prior written consent in its sole discretion ("Intentionally Omitted Services"). In the event that RemainCo requests an Omitted Service, SpinCo shall use commercially reasonable efforts to provide such Omitted Service to RemainCo.

(b) *Additional Services.* From time to time, RemainCo may also request that SpinCo provide additional services that are not Services, Omitted Services or Intentionally Omitted Services ("Additional Services"). In the event that RemainCo requests an Additional Service, SpinCo may elect in its sole discretion to provide such Additional Service.

(c) *Amendments to Service Exhibit.* Any request for an Omitted Service or an Additional Service shall be in writing and shall specify the type and scope of the requested service, whether such requested service constitutes an Omitted Service or an Additional Service and the proposed term for the requested service. If SpinCo is to provide an Omitted Service or an Additional Service pursuant to this Section 2.2, SpinCo and RemainCo shall in good faith negotiate an amendment to Exhibit A hereto, which will describe in detail the type and scope of the service, the countries or regions in which such service is to be provided and the applicable Service Period and Service Fee; provided, that the Service Fee payable for any Omitted Service shall be calculated in a manner consistent with the methodology used to calculate the Service Fees payable for the Services included on Exhibit A hereto. Once agreed to in writing, such amendment shall be deemed part of this Agreement as of such date and the applicable Omitted Service or Additional Service shall be deemed to be a "Service" hereunder.

(d) *Recipient-Requested Changes to Existing Services.* If RemainCo requests that the level or volume of any Service be increased in scope beyond that provided to the RemainCo Business during the Reference Period or that the manner in which any Service is provided be changed from that provided to the RemainCo Business during the Reference Period, SpinCo will use commercially reasonable efforts to increase the level or volume of such Service or change the manner in which such Service is provided to the extent commercially practicable; provided, that in no event shall SpinCo be required to materially increase the level or volume of any Service or, unless required for such Service to be in compliance with applicable Law, materially change the manner in which any Service is provided. If SpinCo increases the level or volume of such Service or changes the manner in which such Service is provided pursuant to this Section 2.2(d), any and all fees associated with such increase or change shall be negotiated in good faith and agreed upon between RemainCo and SpinCo.

(e) *Provider-Directed Changes to Existing Services.* SpinCo may, from time to time, make changes in the manner of providing a Service (i) if SpinCo is making similar changes in performing the same or substantially similar service for itself or its Affiliates or (ii) to the extent required for the provision of such Service to be in compliance with applicable Law; provided, however, that, except as otherwise expressly set forth in this Section 2.2(e) or in Exhibit A hereto, any such changes may not decrease the scope, Service Period, nature, quality or level of any such Service or increase the Service Fee for any such Service; provided, further, that if any such changes actually increase the cost of providing such Service, SpinCo may increase the Service Fee to the extent of such increase in cost. For the avoidance of doubt, if changes in the manner of providing

a Service are required for the provision of such Service to be in compliance with applicable Law, the provisions of Section 5.2 (*Governmental Suspension*) shall apply with respect to such Service until and unless SpinCo effects such changes.

SECTION 2.3. Additional Terms of Services; RemainCo Inventory. (a) *Local Services Agreements.* The provision of Services in all applicable jurisdictions will be subject to the terms and conditions of this Agreement. To the extent required by applicable Law or as otherwise deemed necessary by the Parties, the provision of the Services in any applicable country or region will be effected pursuant to an agreement substantially in the form of Exhibit C hereto with only such changes as are necessitated by local Law or the operations of any local Affiliate of RemainCo or SpinCo (each, a "Local Services Agreement"). The Parties shall enter (or shall cause their respective applicable Affiliates to enter) into any required Local Services Agreement as soon as reasonably practicable after the date of this Agreement.

(b) *RemainCo Inventory; Risk of Loss.* To the extent that any RemainCo Inventory in a particular country or region is required for the provision of any Service, such RemainCo Inventory shall remain with and in the possession of SpinCo or one or more of its Affiliates or Service Providers to the extent reasonably necessary for the performance of the Services. From the date of this Agreement, unless attributable to the Willful Misconduct or gross negligence of, or any failure to comply with applicable Law by, SpinCo or any of its Affiliates or Service Providers, the risk of loss of any such RemainCo Inventory will be for the account of RemainCo and to the extent desired by RemainCo, RemainCo shall be solely responsible for arranging insurance, including property insurance, with respect to such RemainCo Inventory in the possession of SpinCo (or any of its Affiliates or Service Providers). Any such insurance arranged for, obtained or maintained by RemainCo shall include a waiver of subrogation in favor of SpinCo. RemainCo, for itself and its insurers, waives any right of recourse or subrogation against SpinCo. RemainCo shall be financially responsible for the processing and disposition of damaged or unsaleable RemainCo Inventory.

SECTION 2.4. Transition Committee; Lead Coordinators. SpinCo and RemainCo shall establish and maintain a committee to oversee, manage and coordinate the provision of Services pursuant to this Agreement (the "Transition Committee"). The Transition Committee shall be comprised of representatives from each of SpinCo and RemainCo with the requisite skills, knowledge and experience to perform such tasks, including (i) a lead coordinator from each Party to act as the primary contact person with respect to all issues relating to the provision of Services pursuant to this Agreement (such persons, the "Lead Coordinators") and (ii) such other representatives from each Party as may be designated by such Party's Lead Coordinator. The Transition Committee shall hold review meetings by telephone, video conference or in person, as mutually agreed upon by the Lead Coordinators, approximately once per month to discuss matters related to this Agreement, including (i) any issues relating to the provision of the Services, (ii) to the extent Service changes are to be implemented, the implementation of such changes and (iii) any measures to be taken to provide that the employees of the Parties responsible for providing the Services in accordance with Section 2.5 (*Performance Standard*) or enabling the Transition in accordance with Section 2.8 (*Migration Plans; Transition*) view such responsibilities as a required part of their job functions. The names and contact information of each Party's initial Lead Coordinator are set forth in Exhibit D hereto. Each Party may replace its appointed Lead Coordinator or other Transition Committee representatives at any time upon written notice to the

other Party. Each Party's Lead Coordinator may, by written notice to his or her counterpart hereunder, appoint one or more subordinate representatives for the responsibility of individual Services and delegate such Lead Coordinator's authority under this Agreement to such delegated individual(s). No such Lead Coordinator or delegate shall have the authority to amend this Agreement or any exhibit attached hereto in any respect.

SECTION 2.5. Performance Standard. SpinCo shall perform, or shall cause its applicable Affiliates or Service Providers to perform, the Services in compliance with applicable Laws, in a professional and workmanlike manner and at a quality level and in a manner consistent with that provided to the RemainCo Business during the Reference Period (except as otherwise set forth in Exhibit A hereto under "Service Level").

SECTION 2.6. Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 2.5 (*PERFORMANCE STANDARD*), SPINCO, ON BEHALF OF ITSELF AND ITS AFFILIATES AND SERVICE PROVIDERS, MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY CONCERNING THE SERVICES, INCLUDING ANY APPLICABLE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPINCO, ON BEHALF OF ITSELF AND ITS AFFILIATES AND SERVICE PROVIDERS, HEREBY EXPRESSLY DISCLAIMS ANY APPLICABLE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES.

SECTION 2.7. Consents. SpinCo and RemainCo shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to promptly obtain any third party consents, approvals, licenses or authorizations that the Parties mutually agree are required for the provision of any Service (each, a "Consent"); provided, that neither RemainCo nor SpinCo shall be obligated to incur any out-of-pocket fees, costs or expenses to obtain any Consent; provided, further, that if any out-of-pocket fees, costs or expenses must be incurred in order to obtain a Consent, and RemainCo wishes that such Consent be obtained, such fees, costs and expenses shall be borne by RemainCo. Neither SpinCo nor any of its Affiliates shall have any liability whatsoever to RemainCo or any of its Affiliates arising out of or relating to the failure to obtain any Consent. If any Consent is not obtained promptly after the date of this Agreement and the absence thereof shall prevent or limit SpinCo or any of its Affiliates or Service Providers in providing or arranging for any Service, then, in any such event SpinCo shall not be required to provide (or arrange for the provision of), and RemainCo shall not be required to pay for, the relevant Services to the extent so limited, restricted or regulated. SpinCo shall give RemainCo prompt notice of any such event, and thereafter the Parties shall cooperate in good faith to minimize any adverse consequences to RemainCo (and its Affiliates) resulting therefrom, including by seeking alternative arrangements for the provision of such Service. SpinCo shall perform such mutually satisfactory alternative arrangement and RemainCo shall bear any additional costs and expenses incurred in the performance of such alternative arrangement.

SECTION 2.8. Migration Plans; Transition. (a) *Migration Plans.* Each Party acknowledges that the purpose of this Agreement is to provide the Services on an interim basis, until RemainCo can perform the Services for itself, either through its own personnel or through third-party service providers. Accordingly, RemainCo and SpinCo shall cooperate to prepare migration plans necessary to complete the Transition of each Service, in each case, within ninety

(90) days following the Effective Time (such migration plans, the "Migration Plans"). The Migration Plans shall include details of any projects required to complete the Transition of each Service, including the parameters, timelines and responsibilities of each Party in connection therewith.

(b) *Transition.* RemainCo and SpinCo shall, and shall cause their respective Affiliates (and, with respect to SpinCo, shall cause its Service Providers) to, use commercially reasonable efforts to exit, transition, migrate and integrate each Service as reasonably required to allow RemainCo to operate the business processes that form part of each such Service on a standalone basis ("Transition") as soon as reasonably practicable following the date hereof and, in any event, prior to the end of the relevant Service Period, including by using commercially reasonable efforts to implement the Migration Plans. RemainCo shall use commercially reasonable efforts to establish its own functions (including IT Assets) to enable timely Transition; provided, that if RemainCo requests SpinCo's assistance therewith, SpinCo shall use commercially reasonable efforts to provide such assistance pursuant to the terms of a statement of work, to be negotiated in good faith between RemainCo and SpinCo, setting forth the scope of the work to be performed by SpinCo and the amounts payable by RemainCo with respect thereto. SpinCo and RemainCo shall, and shall cause their respective Affiliates (and, with respect to SpinCo, shall cause its Service Providers) to, provide to the other such documentation, information and assistance as reasonably required to enable the other to complete its responsibilities with respect to the Transition of the Services in accordance with the applicable Migration Plans.

ARTICLE III
Term; Fees

SECTION 3.1. Service Term; Extensions. The term of provision of each Service shall begin as of the Effective Time and continue for the period set forth in Exhibit A (for each Service, as may be extended pursuant to this Section 3.1, the "Service Period"), and, notwithstanding anything to the contrary herein (including on Exhibit A), shall not extend beyond the applicable Service Period Deadline. If, notwithstanding RemainCo's compliance with Section 2.8 (*Migration Plans; Transition*), RemainCo reasonably determines that it will require a Service to continue beyond the end of the applicable Service Period (or a subsequent extension period) in order to complete the Transition of such Service without business interruption, RemainCo may request that SpinCo extend the Service Period for such Service for a desired extension period (each, a "Service Extension") by written notice to SpinCo no less than sixty (60) days prior to the end of the then-current Service Period (unless a different notice period is expressly set forth with respect to such Service in Exhibit A hereto). SpinCo shall respond to any such request for a Service Extension within fifteen (15) days of receipt and shall use commercially reasonable efforts to grant such Service Extension request; provided, that (i) SpinCo shall not be required to grant any Service Extension that would result in a Service Period extending beyond the Service Period Deadline and (ii) SpinCo shall be required to grant any Service Extension that is expressly contemplated with respect to an applicable Service in Exhibit A hereto and that does not extend beyond the Service Period Deadline. If a Service Extension is so granted with respect to a Service, the applicable Service Fee for such Service during the period of each such Service Extension shall be increased by a surcharge of 10% (applied cumulatively, such that each surcharge is calculated on the Service Fee in effect for such Service immediately prior to the commencement of the applicable Service Extension), unless a different amount is expressly set forth with respect to such Service Extension

in Exhibit A hereto or otherwise agreed by the Parties. Subject to Section 3.2(f) and Section 12.13, this Agreement shall automatically terminate in its entirety on the date on which the Service Provider has no continuing obligation to perform any Services hereunder, including as a result of the expiration of all Service Periods or the earlier termination of all Services contemplated hereunder in accordance with the terms hereof.

SECTION 3.2. Termination.

(a) *Termination for Breach.* If any Party hereto materially breaches any of its obligations under this Agreement, the non-breaching Party may terminate this Agreement with respect to the Service or Services to which such obligations apply, so long as (i) the non-breaching Party shall have delivered written notice of such breach to the breaching Party, (ii) the periods for resolution of any Dispute relating to such breach set forth in Section 12.5(b) (*Dispute Resolution*) and in Article X (*Dispute Resolution*) of the Separation Agreement shall have expired and (iii) such breach shall not have been cured within thirty (30) days following the end of such periods. The termination of this Agreement with respect to any Service pursuant to this Section 3.2(a) shall not affect the Parties' rights or obligations under this Agreement with respect to any other Service.

(b) *Termination for Insolvency Event.* Notwithstanding anything to the contrary contained herein, if a Party (a) files for bankruptcy, (b) becomes or is declared insolvent, or is the subject of any proceedings (not dismissed, stayed or vacated within sixty (60) days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, (c) enters into any reorganization, composition or arrangement with its creditors (other than relating to a solvent restructuring), (d) makes an assignment for the benefit of all or substantially all of its creditors, (e) takes any corporate action for its winding-up, dissolution, liquidation or administration (other than for the purpose of or in connection with any solvent amalgamation or reconstruction) or (f) enters into an agreement for the extension or readjustment of substantially all of its obligations or if it suffers any foreign equivalent of the foregoing, then SpinCo (in the case of RemainCo) or RemainCo (in the case of SpinCo) may, without prejudice to its other rights hereunder, terminate this Agreement forthwith by written notice. In the event that SpinCo terminates this Agreement in accordance with this Section 3.2(b), RemainCo shall be liable for any Early Termination Costs.

(c) *Early Termination of Services.* Except as otherwise agreed to by the Parties, as set forth in Exhibit A hereto or as otherwise provided by Law, RemainCo may terminate any Service in whole or in part (it being understood that the termination of any Service (in whole or in part) will also result in the termination of those Services that are identified on Exhibit A hereto as a "Dependent Service" with respect to such Service, unless otherwise agreed to by the Parties in writing). RemainCo must provide SpinCo with at least ninety (90) days' prior written notice of such early termination (unless a different notice period is expressly set forth with respect to such Service on Exhibit A hereto), which, unless otherwise set forth with respect to such Service on Exhibit A hereto, shall become effective on the last day of the calendar month in which such ninety (90) day prior written notice period concludes. In the event that RemainCo terminates any Service (in whole or in part) in accordance with this Section 3.2(c), RemainCo shall be liable for any Early Termination Costs (unless otherwise set forth in Exhibit A hereto). In the event that RemainCo terminates any Service (in part but not in whole) in accordance with this Section 3.2(c), the Lead Coordinators shall mutually agree to a

reasonable reduction to the Service Fee for such Service (unless otherwise set forth in Exhibit A hereto).

(d) *Termination for Change of Control*. In addition to either Party's right to terminate this Agreement as set forth above, either Party may terminate this Agreement, in whole or part, in the event the other Party undergoes a Change of Control or the other Party has transferred or assigned, or attempted to transfer or assign, this Agreement or any rights, interests or obligations hereunder in breach of Section 12.2. If either Party (the "Acquired Party" and, such other Party, the "Non-Acquired Party") or any of its Affiliates (together with the Acquired Party, the "Acquired Group") (i) enters into a definitive written agreement that, if consummated, could reasonably be expected to result in a Change of Control of any member of the Acquired Group that the provision of any Service relates to or (ii) publicly announces a Change of Control (whether pending, expected or otherwise) with respect to any member of the Acquired Group that the provision of any Service relates to, the Acquired Party shall provide written notice to the Non-Acquired Party promptly (and in any event within [***] Business Days) following the earlier of the execution of such definitive written agreement or the first of any such public announcement. Such notice shall describe in reasonable detail the nature of the transaction and the identity of the acquirer. Upon a Change of Control, (i) the Acquired Party shall provide written notice to the Non-Acquired Party promptly (and in any event within [***] Business Days) following such Change of Control and (ii) the Non-Acquired Party shall be entitled to terminate this Agreement, in its sole discretion, upon ten (10) Business Days' prior written notice of such termination to the Acquired Party, at any time until the date that is [***] days following the later of (x) the occurrence of such Change of Control or (y) the Non-Acquired Party's receipt of the notice described in clause (i) of this sentence.

(e) *Termination for Hiring of Personnel*. SpinCo may terminate a Service, in whole or in part, with at least thirty (30) days' prior written notice of such termination (which shall include a reasonably detailed description of the rationale for such termination) if RemainCo (or any of its Affiliates) employs or engages any personnel of SpinCo, its Affiliates or any Service Provider and the employment or engagement of such Person(s) by RemainCo (or such Affiliate) has, or would reasonably be expected to have, in the aggregate, the effect of materially delaying or materially impairing the ability of SpinCo to perform its obligations with respect to such Service pursuant to this Agreement (as determined by SpinCo in its reasonable discretion); provided that, prior to any such termination, (i) if requested by RemainCo no later than five (5) Business Days after RemainCo's receipt of such notice, the contacts identified on Exhibit A hereto with respect to such Service shall meet (by telephone, video conference or in person) and shall attempt for a period of ten (10) consecutive Business Days to negotiate in good faith to modify such Service in lieu of termination, and in the event RemainCo and SpinCo mutually agree on the scope of modified Services, the applicable Service shall not terminate but be provided as modified. In the event that SpinCo terminates any Service in accordance with this Section 3.2(e), RemainCo shall be liable for any Early Termination Costs (unless otherwise set forth in Exhibit A).

(f) *Effect of Termination.* In the event of any termination of this Agreement in its entirety or with respect to any Service, each Party hereto shall remain liable for all of its obligations that accrued hereunder prior to the effective date of such termination, including all obligations of RemainCo to pay any Service Fees accrued and payable to SpinCo hereunder. In the event that SpinCo terminates this Agreement in accordance with this Section 3.2(a), Section

3.2(b), Section 3.2(c), Section 3.2(e) and Section 3.2(f), RemainCo shall be liable for any Early Termination Costs. In the event of any termination of this Agreement in its entirety or with respect to any Service, such termination shall not in any event entitle a Party or its Affiliates or any unaffiliated third party to access or use the other Party's or its Affiliates' IT Assets or any Intellectual Property owned, licensed or sublicensed by the other Party or its Affiliates and supplied to such first Party or its Affiliates under this Agreement for the performance or receipt of the terminated Services, nor shall it entitle such first Party or its Affiliates, or require such first Party or its Affiliates, to disclose any Confidential Information or other Intellectual Property of the other Party or its Affiliates to any unaffiliated third parties.

SECTION 3.3. Service Fees. The monthly fee for providing each Service shall be as set forth in Exhibit A (each such fee, a "Service Fee"), subject to any increase pursuant to Section 2.2 (*Service Amendments and Additions*), Section 3.1 (*Service Term; Extensions*) and this Section 3.3. All Service Fees shall be exclusive of shipping costs, customs duties and any applicable VAT (which VAT shall be paid in accordance with Article IV). RemainCo shall also bear all reasonable and documented one-time costs and expenses, if any, incurred following the Effective Time by SpinCo, its Affiliates and Service Providers in order to enable the provision of each Service ("One-Time Costs"). If at any time SpinCo believes that the Service Fee for a specific Service on Exhibit A is materially insufficient to compensate it (or the applicable member of the SpinCo Group) for the cost of providing such Service, or RemainCo believes that the Service Fee for a specific Service on Exhibit A materially overcompensates SpinCo (or the applicable member of the SpinCo Group) for such Service, such Party shall promptly notify the other Party, and the Parties will commence good faith negotiations toward an agreement in writing as to the appropriate course of action with respect to the Service Fee for such Service for future periods.

ARTICLE IV
Invoices; Taxes; Payment

SECTION 4.1. Invoices. SpinCo shall, or shall cause its applicable Affiliates or Service Providers to, submit invoice(s) for monthly Service Fees on a monthly basis, which such invoice(s) shall, unless otherwise agreed by the Parties or as otherwise set forth with respect to the applicable Service on Exhibit A hereto, (a) be issued by the legal entity identified on Exhibit A as the "Service Provider LE" with respect to the applicable Service to the legal entity identified on Exhibit A as the "Service Recipient LE" with respect to the applicable Service, (b) set forth the total net charges for such invoiced Services for the applicable month (including any One-Time Costs), (c) be in the local currency of the jurisdiction of the applicable legal entity submitting such invoice(s) and (d) comply with the requirements of the tax Laws (including VAT) of such jurisdiction. Any payment for a Service will be due within ninety (90) days after receipt of the invoice, except as set forth otherwise with respect to such Service on Exhibit A hereto or as otherwise agreed by the Parties. Any payment not received by SpinCo or its applicable Affiliate or Service Provider by such date and not otherwise the subject of a good faith dispute shall be subject to a late payment interest charge using a rate per annum equal to the Secured Overnight Financing Rate published by the Federal Reserve Bank of New York (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; provided that in the event of any good faith dispute, interest shall not be due on that part of the invoice subject to dispute until after settlement or other resolution of such dispute; provided that a resolution in favor of RemainCo shall not result in the

incurrence of any late-payment interest charges. Neither Party may offset any other amount due to it or any of its Affiliates against any payment due under this Agreement.

SECTION 4.2. Taxes. (a) Subject to Section 4.2(b), RemainCo shall be responsible for (i) all goods and services sales, use, gross receipts, business, consumption and other similar taxes, levies and charges (other than taxes based or imposed on, or measured in whole or in part by, net income, net worth or profits, or a tax imposed in lieu thereof) (together with any interest, penalties and additions to tax, "Sales Taxes") that may be imposed by applicable Taxing Authorities; and (ii) any value added tax or its equivalent in any relevant jurisdiction ("VAT") for which SpinCo or its Affiliates or Service Providers are liable to account to the relevant Taxing Authority (including any interest and penalties thereon), in each case with respect to the supply of Services to RemainCo, performance of Services by any Service Provider or any payment for Services hereunder, and that are reflected on a valid Sales Tax or VAT invoice in line with applicable Sales Tax or VAT Law received from SpinCo, its Affiliates or Service Providers, as the case may be; provided that SpinCo shall be responsible for any tax-related interest and penalties or additions attributable to a failure by SpinCo, its Affiliates or Service Providers to comply with applicable Law. If SpinCo or any of its Affiliates or Service Providers is required to pay any part of such Sales Taxes (other than tax-related interest, penalties and additions to tax attributable to a failure by SpinCo to comply with applicable Law), RemainCo shall reimburse SpinCo or the applicable Affiliate or Service Provider for such paid Sales Taxes; and if any supply of Services provided hereunder is subject to VAT for which SpinCo or its Affiliates or Service Providers are liable to account to the relevant Taxing authorities, RemainCo (or its applicable Affiliate, where relevant) shall pay an amount equal to such VAT to SpinCo (or its Affiliates or Service Providers, where relevant) on receipt of a valid VAT invoice in line with applicable VAT Laws from SpinCo (or its Affiliates or Service Providers, as the case may be).

(b) Cross border Services performed hereunder may fall within Article 44 of European Union Council Directive 2006/112/EC (the "EU VAT Directive") or a relevant equivalent national provision, which means that SpinCo or its applicable Affiliate or Service Provider may not need to charge VAT on the invoices for such Services, provided that RemainCo provides SpinCo (or its applicable Affiliate or Service Provider) with RemainCo's valid VAT registration number, certificate or equivalent documentation. In such case, RemainCo shall account for any VAT due in respect of those Services under the reverse charge or equivalent mechanism in the relevant jurisdiction. RemainCo shall provide its VAT registration number, certificate or other documentation to SpinCo or the invoicing Affiliate or Service Provider within a reasonable period of time before the date on which the relevant invoice is required to be issued under applicable Law.

SECTION 4.3. Withholding Taxes. In the event that applicable Law requires that any amount be withheld from any payment under this Agreement or any Local Services Agreement, RemainCo shall withhold such amounts and pay such amounts over to the applicable Taxing Authority in accordance with the requirements of the applicable Law. As soon as practicable after any such payment, RemainCo shall deliver to SpinCo the original or certified copy of the receipt issued by the applicable Taxing Authority evidencing such payment or other evidence of such payment reasonably satisfactory to SpinCo.

SECTION 4.4. Cooperation. SpinCo and RemainCo shall, and shall cause their respective Affiliates to, reasonably cooperate with each other (and, as applicable, the Service Providers) to minimize Sales Taxes to be paid with respect to this Agreement and any amounts withheld pursuant to Section 4.3, to the extent legally permissible.

SECTION 4.5. SpinCo Designation of Affiliates and Service Providers. SpinCo shall have the right to designate, upon not less than ten (10) days' prior written notice to RemainCo, one or more Affiliates or Service Providers to receive certain of the Service Fees and other amounts that become payable to SpinCo hereunder.

ARTICLE V
Suspensions; Operation and Use of SpinCo Facilities

SECTION 5.1. SpinCo Suspensions. RemainCo acknowledges that Services may, from time to time, in the reasonable discretion of SpinCo, be interrupted, suspended, allocated, reduced, altered or changed in whole or in part for modifications and ordinary maintenance to the assets needed to provide Services and any other matters of a short-term nature (the "Service Suspensions"). SpinCo shall consider in good faith the impact of any such Service Suspensions on RemainCo (and its Affiliates) and shall cooperate with RemainCo in good faith to minimize any adverse consequences to RemainCo (and its Affiliates) resulting from such Service Suspensions. Except in emergency situations, SpinCo shall notify RemainCo as promptly as practicable before any Service Suspension. In the event that a particular Service Fee is based on the duration of time for which SpinCo provides the applicable suspended Service, SpinCo shall reduce the charges related to such suspended Services on a pro rata basis based on the number of days such Services are suspended; provided that no Service Fee shall be reduced in such manner if the applicable Service Suspension lasts for less than five (5) consecutive days.

SECTION 5.2. Governmental Suspension. If any applicable Law, order, injunction or decree shall prevent or limit SpinCo or any of its Affiliates or Service Providers in providing or arranging for any Service, then, in any such event SpinCo shall not be required to provide (or arrange for the provision of), and RemainCo shall not be required to pay for, the relevant Service to the extent so limited, restricted or regulated. SpinCo shall give RemainCo prompt notice of any such event, and thereafter the Parties shall cooperate in good faith to minimize any adverse consequences to RemainCo (and its Affiliates) resulting therefrom, including by seeking alternative arrangements for the provision of such Service. SpinCo shall perform such mutually satisfactory alternative arrangement and RemainCo shall bear any additional costs and expenses incurred in the performance of such alternative arrangement.

SECTION 5.3. Additional Facilities Required by Law. If any applicable Law, order, injunction or decree shall require SpinCo or any of its Service Providers to modify its facilities or equipment or to obtain additional facilities or equipment, SpinCo shall not be required to provide (or arrange for the provision of), and RemainCo shall not be required to pay for, the relevant Services to the extent such Services are affected by the matters in this Section 5.3, unless the Parties agree on the allocation of the costs of such required modifications.

ARTICLE VI
IT Assets; Data Protection

SECTION 6.1. Additional Protections. In addition to the provisions of the Umbrella Secrecy Agreement, if, in connection with the provision of any Services hereunder, SpinCo reasonably determines that it is reasonably necessary or advisable to implement additional information technology connections or firewalls or take other steps to protect such Party's IT Assets, the costs of taking such steps shall be borne by RemainCo.

SECTION 6.2. RemainCo-Requested Modifications. If RemainCo requests that SpinCo modify its IT Assets to accommodate SpinCo's provision of Services and SpinCo in its reasonable discretion determines that such modifications are reasonably necessary or advisable, RemainCo shall reimburse SpinCo for any and all fees and costs related to such modifications, as agreed upon by the Parties pursuant to a statement of work.

ARTICLE VII
RemainCo's Operations

If RemainCo modifies the operation of the RemainCo Business or the facilities of the RemainCo Business or conducts any other operations or activities or constructs any other facilities during the term of this Agreement, and such modified operations, facilities or activities would materially affect or interfere with the Services provided to RemainCo hereunder by SpinCo, then unless the Parties otherwise agree, SpinCo shall not be required to provide (or arrange for the provision of), and RemainCo shall not be required to pay for, the relevant Services to the extent affected by such modifications. If the Parties agree that SpinCo shall provide the relevant Services to such modified operations of the RemainCo Business, RemainCo shall reimburse SpinCo for any and all agreed upon fees and costs of providing such Services as a result thereof.

ARTICLE VIII
Intellectual Property; Confidentiality

SECTION 8.1. Intellectual Property Ownership. Except as otherwise expressly provided in this Agreement, any Local Services Agreement or any other Ancillary Agreement, each Party shall retain ownership of its and its Affiliates' Background IP. Except as otherwise expressly provided in Exhibit A for Intellectual Property to be developed on behalf of RemainCo in connection with the provision of a specific Service, if and to the extent that any new Intellectual Property is developed, or any Background IP is improved or modified, by SpinCo or its Affiliates or Service Providers in the performance of this Agreement or any Local Services Agreement or the provision of the Services hereunder or thereunder (such new Intellectual Property, and any such improvements or modifications, collectively, the "New IP"), (a) to the extent such New IP is not Related to the RemainCo Business, SpinCo or its Affiliates or Service Providers will own such New IP (the "SpinCo New IP"), and (b) to the extent such New IP is Related to the RemainCo Business, RemainCo will own such New IP (the "RemainCo New IP"). Each Party shall, at the other Party's reasonable request and expense, assist the other Party in obtaining and enforcing the Intellectual Property as allocated hereunder anywhere in the world, including by doing all acts and executing all documents as may be reasonably requested or required by the other Party to effect the assignment of Intellectual Property as set forth in this Section 8.1. To the extent that either

Party or its Affiliates is assigned or otherwise obtains ownership of any right, title or interest in, to or under any Intellectual Property in contravention of this Section 8.1, such Party, on behalf of itself and its Affiliates, hereby assigns, and such Party shall cause its Affiliates (and, in the case of SpinCo, its Service Providers) to assign, to the other Party or the other Party's designated Affiliate all such right, title and interest in, to and under such Intellectual Property. To the extent that any New IP is not assigned to the applicable Party or the applicable Party's designated Affiliate as set forth in this Section 8.1, the other Party shall hold such New IP in trust for the sole and exclusive benefit of such first Party and shall not license or assign such New IP to any third party.

SECTION 8.2. Intellectual Property Licenses. Except as otherwise expressly stated in this Section 8.2(b) or a Local Services Agreement, neither this Agreement, any Local Services Agreement or the provision of advice, information or any Services hereunder or thereunder shall create or grant to a Party or its Affiliates or Service Providers any rights, licenses or sublicenses in, to or under any Intellectual Property of the other Party or the other Party's Affiliates or Service Providers, including in respect of the design, engineering, construction or operation of any facility, or any information, Software, tools, or processes used by the other Party or its Affiliates or Service Providers to provide or receive the Services, to which the other Party or its Affiliates or Service Providers have or shall have title or have or shall have the right to grant licenses or sublicenses to others.

(a) *License to SpinCo.* Subject to the terms and conditions of this Agreement, RemainCo, on behalf of itself and its Affiliates, hereby grants, and RemainCo shall cause its Affiliates to grant, to SpinCo a limited, revocable (solely in accordance with Section 3.2 (*Termination*)), royalty-free, fully paid-up, sublicensable (through multiple tiers, solely to Affiliates and Service Providers of SpinCo), non-transferable (except pursuant to a permitted assignment of this Agreement in accordance with Section 12.2 (*Assignment*)), worldwide, non-exclusive (i) license under the Background IP of RemainCo and its Affiliates (including, for clarity, any Background IP of RemainCo and its Affiliates included in the SpinCo New IP) and the RemainCo New IP and (ii) sublicense under all other Intellectual Property (excluding Trademarks) that RemainCo or any of its Affiliates have the right to sublicense without (A) violating any applicable Law or any Contract entered into as of or prior to the Effective Time between RemainCo or any of its Affiliates, on the one hand, and any third party, on the other hand, (B) needing to make payments to a third party (unless SpinCo makes such payments), or (C) violating any Contract between RemainCo or any of its Affiliates, on the one hand, and any third party, on the other hand, existing at the time RemainCo or its Affiliates would be first required hereunder to grant SpinCo or its Affiliates such sublicense, in each case (i) and (ii), solely during the term of this Agreement, solely to the extent necessary to provide the Services and solely for use in connection with the provision of the Services to RemainCo or its Affiliates or to the extent incorporated into SpinCo New IP.

(b) *License to RemainCo.* Subject to the terms and conditions of this Agreement, SpinCo hereby grants, and shall cause its Affiliates to grant, to RemainCo a limited, revocable (solely in accordance with Section 3.2 (*Termination*)), royalty-free, fully paid-up, sublicensable (through multiple tiers, solely to Affiliates of RemainCo or to service providers of RemainCo to the extent necessary for RemainCo and its Affiliates to receive or use the Services), non-transferable (except pursuant to a permitted assignment of this Agreement in accordance with Section 12.2 (*Assignment*)), worldwide, non-exclusive (i) license under the Background IP of

SpinCo and its Affiliates (including, for clarity, any Background IP of SpinCo and its Affiliates included in the RemainCo New IP) and the SpinCo New IP and (ii) sublicense under all other Intellectual Property (excluding Trademarks) that SpinCo or any of its Affiliates have the right to sublicense without (A) violating any applicable Law or any Contract entered into as of or prior to the Effective Time between SpinCo or any of its Affiliates, on the one hand, and any third party, on the other hand, (B) needing to make payments to a third party (unless RemainCo makes such payments), or (C) violating any Contract between SpinCo or any of its Affiliates, on the one hand, and any third party, on the other hand, existing at the time SpinCo or its Affiliates would be first required hereunder to grant RemainCo or its Affiliates such sublicense, in each case (i) and (ii), solely during the term of this Agreement, solely to the extent provided by SpinCo or its Affiliates or Service Providers to RemainCo or its Affiliates as part of the Services and solely for use in connection with the receipt or use of, or transition from, the Services by RemainCo or its Affiliates or to the extent incorporated into RemainCo New IP.

SECTION 8.3. License Grant. (a) Without limiting the foregoing Section 8.2 (Intellectual Property Licenses), SpinCo hereby grants to RemainCo a non-exclusive, non-assignable, non-sublicensable (except to the extent provided in Section 8.3(b)), royalty-free license to use the Trademarks set forth on Exhibit E hereof (the "Transitional Marks") for two (2) years following the Effective Time, solely in connection with selling, marketing, using, importing and otherwise providing products or services currently provided by the RemainCo Business as of the Effective Time in the applicable Licensed Field and Territory. Subject to the foregoing, each member of the RemainCo Group shall have the right to include the Transitional Marks in its corporate or trade names as such names are used in the RemainCo Business as of the Effective Time in the applicable Licensed Field and Territory, solely during the period necessary to complete the applicable name change; provided that RemainCo shall use commercially reasonable efforts to, and cause other members of the RemainCo Group to, phase out and cease all use of the Transitional Marks in any such names, and transition to names that are not confusingly similar to or derived from any of the Transitional Marks, as promptly as reasonably practicable, on a Territory-by-Territory basis, by the later of (i) one (1) year after the Effective Time, (ii) solely to the extent applicable, the depletion of inventory or packaging bearing the Transitional Marks or the replacement or removal of all site signage bearing the Transitional Marks (but in any event no later than two (2) years after the Effective Time) and (iii) solely to the extent applicable, the date on which required regulatory approvals are obtained (but in any event no later than three (3) years after the Effective Time). RemainCo shall use such Transitional Marks in a manner materially consistent with the use of such Transitional Marks in connection with the operation of the RemainCo Business prior to the Effective Time. SpinCo shall have the right to review RemainCo's use of such Transitional Marks to determine compliance with the preceding sentence. This function may be satisfied by RemainCo providing randomly selected samples of materials bearing the Transitional Marks. If, in the reasonable opinion of SpinCo, RemainCo's use of the Transitional Marks is inconsistent in any material respect with its use of the Transitional Marks prior to the Effective Time, SpinCo shall notify RemainCo in writing and identify in reasonable detail any nonconforming materials. On and after thirty (30) days following such notification, RemainCo shall not distribute any nonconforming materials until such materials have been revised to the reasonable satisfaction of SpinCo.

(b) Trademark Sublicenses. During the term of this Agreement, RemainCo may sublicense the license granted to RemainCo under Section 8.3(a) to (i) its Affiliates or (ii) third

party service providers providing services to RemainCo, in each case of (i) and (ii), in a manner consistent with RemainCo's sublicensing practices with respect to its Affiliates or third party service providers, as applicable, prior to the Effective Time and in the ordinary course of business, and only in connection with the applicable Licensed Field and Territory (each such Affiliate or third party service provider, a "Transitional Trademark Sublicensee"). RemainCo shall ensure that any such sublicense that it grants to a Transitional Trademark Sublicensee contains provisions consistent with the terms and conditions of this Agreement with respect to the Transitional Marks, including by providing inspection rights for SpinCo. RemainCo shall ensure that its Transitional Trademark Sublicensees comply, and RemainCo shall remain responsible for its Transitional Trademark Sublicensees' compliance, with all of the terms and conditions of this Agreement with respect to the Transitional Marks.

SECTION 8.4. Confidentiality; Privileged Information. 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 to the extent applicable, *mutatis mutandis*.

ARTICLE IX
Documentation of Authority; Assistance

SECTION 9.1. RemainCo Assistance. The timely completion of Services by SpinCo, its Affiliates or its Service Providers may depend upon the provision of certain materials and information and/or the taking of certain actions by RemainCo, and SpinCo shall not be responsible for the failure of it, its Affiliates or its Service Providers to provide Services to the extent that such failure results from the failure of RemainCo to provide such materials or information or take such actions. RemainCo shall provide to SpinCo, its Affiliates or its Service Providers, as applicable, (a) information reasonably necessary to the performance of the Services by SpinCo, its Affiliates or its Service Providers hereunder, (b) any necessary specific written authorizations and consents, (c) reasonable access to RemainCo's books and records necessary in SpinCo's reasonable opinion for the performance of the Services by SpinCo, its Affiliates or its Service Providers hereunder and (d) reasonable access to and cooperation from employees of the RemainCo Business involved in providing the applicable Service prior to the Effective Time. Additionally, RemainCo shall take any actions that are designated in Exhibit A as a responsibility of RemainCo. RemainCo shall execute such documents evidencing the authority for SpinCo, its Affiliates and its Service Providers to represent RemainCo and its Affiliates as may be reasonably necessary to the performance of the Services hereunder. In the event that, in order to provide any of the Services, SpinCo reasonably requires additional resources or personnel of the RemainCo Business and requests access thereto or use thereof, RemainCo shall, and shall cause its Affiliates to, use commercially reasonable efforts to make such additional resources or personnel available to SpinCo for such purpose at no cost to SpinCo (other than to the extent any such costs are already included in the Service Fee for such Service).

SECTION 9.2. Documents and Forms. Except as otherwise agreed in connection with the provision of the Services or as required by applicable Law, RemainCo acknowledges that during the period of this Agreement, documents prepared by SpinCo will continue to be printed on SpinCo forms.

SECTION 9.3. Misdirected Receipts. In the event that, on or after the date of this Agreement, either Party shall receive any payments or other funds due to the other pursuant to the terms hereof or otherwise, then the Party receiving such payments or funds shall promptly forward such payments or funds to the proper Party. The Parties acknowledge that there is no right of offset regarding such payments and a Party may not withhold funds received from unaffiliated third parties for the account of the other Party in the event there is a dispute regarding any other issue under this Agreement.

SECTION 9.4. Audits. RemainCo shall have the right, once per calendar year during the term of this Agreement (and once during the one-year period following the expiration or termination of this Agreement), at its own expense and on thirty (30) days advance written notice to SpinCo, to have an independent auditor reasonably acceptable to SpinCo (and who has executed an appropriate confidentiality agreement reasonably acceptable to SpinCo) audit the books and records of SpinCo or any of its Affiliates for the sole purpose of certifying the accuracy of the Service Fees charged by SpinCo to RemainCo or its designated Affiliates in accordance with the terms of this Agreement for the preceding calendar year; provided that (i) any such audit shall take place during reasonable business hours on a mutually agreed upon date, (ii) such auditor shall in no event be entitled to any contingency fee (or otherwise have any portion of its compensation be directly or indirectly determined based on the outcome of such audit) and (iii) no such books and records may be audited more than one time. SpinCo may designate competitively sensitive information which such auditor may see and review but which it may not disclose to RemainCo and all such books and records, and any applicable audit report and findings, shall be the confidential information of SpinCo and subject to the terms of Section 8.4 (*Confidentiality; Privileged Information*). RemainCo shall provide to SpinCo a copy of each such audit report promptly after its receipt thereof. In the event that any such audit indicates any overpayment or underpayment of amounts paid to SpinCo, its Affiliates or Service Providers by RemainCo or its Affiliates, the applicable party shall pay to the other party (within thirty (30) days following the date of delivery of such audit report to SpinCo) the amount of such overpayment or underpayment, as the case may be, plus (if the overpayment or underpayment amount exceeds $250,000.00) interest on such amount of overpayment or underpayment, as the case may be, accruing monthly from the date of such overpayment or underpayment until such amount is paid at 1% per month from the relevant payment due date through the date of payment (provided that such interest rate shall not exceed the maximum rate permitted by applicable Law). If either Party has a good faith dispute with respect to the findings of such audit, the parties shall follow the dispute resolution procedures set forth in Section 12.5(b) (*Dispute Resolution*).

ARTICLE X
Limitation of Liability and Indemnification

SECTION 10.1. Limitation on Liability.

(a) Limitation on Liability. SpinCo's maximum liability (including any liability for the acts and omissions of its Affiliates or the Service Providers or its or their respective directors, officers, employees, Affiliates, agents or representatives) to, and (except with respect to claims seeking specific performance or other equitable relief) the sole remedy of, RemainCo under this Agreement shall be limited to the aggregate amount of the Service Fees and other payments received by SpinCo, its Affiliates and the Service Providers under this Agreement and the Local

Services Agreements for the Service giving rise to such claim, except to the extent any such liability arises out of (i) fines or penalties assessed by a Governmental Entity or (ii) Willful Misconduct or gross negligence, in which case the maximum liability shall be the aggregate amount of the Service Fees and other payments paid or payable to SpinCo, its Affiliates and the Service Providers for such Service under this Agreement and the Local Services Agreements multiplied by three (3).

(b) Special Damages. In no event shall SpinCo, any of its Affiliates or any Service Provider have any liability for indirect, incidental, multiplier, special, punitive, consequential or lost profits damages, or for attorneys' fees and costs and prejudgment interest, in each case as a result of provision of or failure to provide the Services under the terms of this Agreement, except to the extent any such damages are payable to a claimant in a third-party claim. With respect to any Liabilities arising under this Agreement, RemainCo agrees that it shall only seek to recover for such Liabilities from SpinCo, and RemainCo hereby waives the right to seek recovery for such Liabilities from or equitable remedies against any Affiliate of SpinCo, any Service Provider or any director, officer or employee of SpinCo, any of its Affiliates or any Service Provider.

(c) Liability for Improper Performance. Without limiting any rights or obligations of either Party hereunder, in the event of any material breach by SpinCo with respect to the provision of any Service, SpinCo shall (or shall cause its Affiliates or Service Providers to), at RemainCo's option, (i) if such Service can reasonably be expected to be re-performed in a commercially reasonable manner, promptly correct in all material respects such breach or re-perform in all material respects such Service at the sole cost and expense of SpinCo or (ii) promptly refund to RemainCo the Service Fees paid by RemainCo or its Affiliates with respect to such improperly performed Service. Any request by RemainCo for correction or re-performance in accordance with this Section 10.1(c) must be in writing and identify in reasonable detail the particular breach, and such request must be made no more than one month from the later of (x) the date on which such breach occurred and (y) the date on which such breach was reasonably discovered by RemainCo.

SECTION 10.2. Indemnification. (a) RemainCo hereby agrees to defend, indemnify and hold SpinCo, its Affiliates and Service Providers and its and their respective directors, officers, employees, Affiliates, agents and representatives harmless from and against any and all Liabilities (whether resulting from a third-party or first-party claim) incurred by the aforementioned Persons and arising out of, in connection with or by reason of this Agreement or the provision of Services hereunder, except to the extent any such Liabilities arise out of (i) SpinCo's or its Affiliates' or Service Providers' Willful Misconduct or gross negligence or (ii) SpinCo's or its Affiliates' or Service Providers' material breach of this Agreement.

(b) SpinCo hereby agrees to defend, indemnify and hold RemainCo and its Affiliates and its and their respective directors, officers, employees, Affiliates, agents and representatives harmless from and against any and all Liabilities incurred by the aforementioned Persons and arising out of, in connection with or by reason of (i) SpinCo's or its Affiliates' or Service Providers' Willful Misconduct or gross negligence or (ii) SpinCo's or its Affiliates' or Service Providers' material breach of this Agreement.

(c) All claims for indemnification under this Article X shall be asserted and resolved pursuant to procedures equivalent to the indemnity procedures set forth in Section 8.4 (*Procedures for Third Party Claims*) and 8.5 (*Procedures for Direct Claims*) of the Separation Agreement; provided that any claims for indemnification under Section 10.2(b) with respect to any Service shall not be permitted following the date that is six (6) months after the applicable Service Period Deadline, unless SpinCo has been notified of such claim in accordance with such procedures prior to the expiration of such six (6)-month period.

SECTION 10.3. Exclusivity. No claim may be brought under this Agreement related to any cause of action under the Separation Agreement or any other Ancillary Agreement. Any claims brought under this Agreement must be based solely on the provisions of this Agreement (including the Exhibits hereto). This Article X and Section 12.5 (*Governing Law; Dispute Resolution*) provide the exclusive means by which either Party may assert and remedy claims against the other Party with respect to any controversy, dispute or Action arising out of, in connection with or in relation to this Agreement.

ARTICLE XI
Force Majeure

The Parties shall be relieved of their obligations hereunder (other than any payment obligations, but provided that RemainCo shall be relieved, in full or in part, from any payment for Services not performed, in full or in part, during a Force Majeure Event), if and to the extent that any Force Majeure Event hinders, limits or makes impracticable the performance by any Party of any of its obligations hereunder. The Party thus hindered or whose performance is otherwise affected shall promptly give the other Party notice thereof and shall use commercially reasonable efforts to remove or otherwise address the impediment to action as soon as practicable; provided that SpinCo and its Service Providers shall not be required to settle a labor dispute other than as SpinCo may determine in its sole judgment.

ARTICLE XII
Miscellaneous

SECTION 12.1. Notices. Notices, requests, instructions or other documents to be given under this Agreement by either Party to the other Party shall be in writing and delivered in the manner and to the address of the applicable Party as set forth in Section 12.5 (*Notices*) of the Separation Agreement.

SECTION 12.2. Assignment. This Agreement and the rights and obligations hereunder may not be assigned by either Party hereto by operation of law or otherwise (including by merger, contribution, spin-off or otherwise) without the prior written consent of the other Party hereto (which consent may not be unreasonably withheld or delayed) and any attempted assignment shall be null and void; provided, however, that either Party hereto (the "Assigning Party") may assign this Agreement (including its rights and obligations hereunder), in whole or in part, without the prior written consent of the other Party hereto, to an Affiliate of the Assigning Party for so long as such assignee remains an Affiliate of the Assigning Party (and in the event an assignee is no longer an Affiliate, any rights and obligations transferred to the assignee shall automatically be transferred to the Assigning Party).

SECTION 12.3. Amendments and Waivers.

(a) This Agreement may not be modified or amended except (i) by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties or (ii) by a waiver in accordance with Section 12.3(b).

(b) Either Party hereto may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by such other Party pursuant hereto or (iii) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition hereof shall not be construed as a waiver of any subsequent breach or as a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

SECTION 12.4. Books and Records. Upon the expiration or termination of this Agreement or a Service or Services with respect to which SpinCo holds books, records, files or any other documents of RemainCo, SpinCo will return such books, records, files and any other documents of RemainCo that SpinCo has in its possession as soon as reasonably practicable.

SECTION 12.5. Governing Law; Dispute Resolution. (a) 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. 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 (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.5.

(b) In the event of any controversy, dispute or Action between the Parties arising out of, in connection with or in relation to this Agreement (a "Dispute"), the contacts identified on Exhibit A hereto with respect to the Services to which such Dispute relates (the "Service Contacts") shall meet (by telephone, video conference or in person) no later than five (5) Business Days after receipt of notice by a Party hereto of a request for resolution of such Dispute. The Service Contacts shall attempt to negotiate in good faith to resolve such Dispute. If the Service Contacts are unable to resolve in writing any such Dispute within five (5) Business Days following such meeting (the "Service Contact Period"), the Transition Committees shall meet (by telephone, video conference or in person) no later than five (5) Business Days after the completion of the Service Contact Period. The Transition Committees shall attempt to negotiate in good faith to resolve such Dispute. If the Transition Committees are unable to resolve in writing any such

Dispute within five (5) Business Days following such meeting, Article X (*Dispute Resolution*) of the Separation Agreement shall apply to this Agreement, *mutatis mutandis*.

SECTION 12.6. Independent Contractors. Each Party acknowledges that it has entered into this Agreement for independent business reasons. The relationship of the Parties are those of independent contractors and nothing contained herein shall be deemed to create a joint venture, partnership or any other relationship. Neither RemainCo nor SpinCo shall have any power or authority to negotiate or conclude any agreement, or to make any representation or to give any understanding on behalf of the other in any way whatsoever. Notwithstanding the foregoing, to the extent required to provide the Services, RemainCo shall execute any documents reasonably requested by SpinCo as evidencing authority for SpinCo and its Affiliates to represent RemainCo hereunder.

SECTION 12.7. Non-Exclusivity. Except as otherwise expressly set forth in Exhibit A hereto, nothing in this Agreement shall prevent either Party from providing any services to any other Person.

SECTION 12.8. No Third Party Beneficiaries. Except to the extent expressly contemplated by Article X of this Agreement, 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.

SECTION 12.9. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 12.10. Titles and Headings. Titles and headings to articles or 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 12.11. 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 12.12. References; Interpretation. Section 1.2 (*References; Interpretation*) of the Separation Agreement shall apply to this Agreement, *mutatis mutandis*.

SECTION 12.13. Survival. Article VIII (*Intellectual Property; Confidentiality*), Article X (*Limitation of Liability and Indemnification*), Article XII (*Miscellaneous*) and Section 3.2(f) (*Effect of Termination)* shall survive the expiration or termination of this Agreement in accordance with the respective terms thereof.

SECTION 12.14. Entire Agreement. This Agreement, together with the Exhibits hereto, the Separation Agreement and the other Ancillary Agreements, constitutes and sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof. Each of the Parties acknowledges and represents that in deciding to enter into this Agreement and to consummate the transactions contemplated hereby it has not relied upon any statements, promises, warranties or representations, written or oral, express or implied, other than those explicitly set forth herein. Nothing contained in this Agreement is intended or shall be construed to amend or modify in any respect, or constitute a waiver of, any of the rights and obligations of the Parties under the Separation Agreement.

SECTION 12.15. Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, but subject to any express limitations in this Agreement, each of RemainCo and SpinCo shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Law or otherwise to implement and give effect to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CORTEVA, INC.

By: /s/ Cornel B. Fuerer
Name: Cornel B. Fuerer
Title: Senior Vice President, Strategic Advisor

VYLOR INC.

By: /s/ Jennifer A. Johnson
Name: Jennifer A. Johnson
Title: Authorized Signatory

LIST OF EXHIBITS

A. Services
B. Intentionally Omitted Services
C. Form of Local Services Agreement
D. Transition Committee
E. Transitional Marks

EXHIBIT A
Services

[***]

EXHIBIT B
Intentionally Omitted Services

[***]

EXHIBIT C
Form of Local Services Agreement

[***]

-

EXHIBIT D
Transition Committee

[***]

EXHIBIT E
Transitional Marks

[***]

Exhibit 10.4

Certain information in this exhibit has been redacted in accordance with Item 601(b)(10)(iv) of Regulation S-K. Such information is both (i) not material and (ii) customarily and actually treated by the registrant as private or confidential. [***] indicates that information has been redacted.

INTELLECTUAL PROPERTY MATTERS AGREEMENT

by and among

CORTEVA, INC.,

VYLOR INC.

and

THE OTHER SIGNATORIES HERETO

Dated as of October 1, 2026

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Schedule P Joint Third Party Co-Owned Studies

INTELLECTUAL PROPERTY MATTERS AGREEMENT

This INTELLECTUAL PROPERTY MATTERS AGREEMENT (this "Agreement"), dated as of October 1, 2026 (the "Effective Date"), is entered into by and among, on the one hand, CORTEVA, INC., a Delaware corporation ("RemainCo"), the RemainCo Licensors and the RemainCo Licensees (collectively, the "RemainCo Parties"), and on the other hand, VYLOR, INC., a Delaware corporation ("SpinCo"), the SpinCo Licensors and the SpinCo Licensees (collectively, the "SpinCo Parties"). Each of the SpinCo Parties, on the one hand, and RemainCo Parties, on the other hand, is sometimes referred to herein as a "Party", and collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, SpinCo and RemainCo have entered into that certain Separation and Distribution Agreement, dated as of September 29, 2026 (the "Separation Agreement"), pursuant to which RemainCo is being separated into two separate, publicly traded companies, one for each of (a) the SpinCo Business, which shall be owned and conducted, directly or indirectly, by SpinCo, and (b) the RemainCo Business, which shall be owned and conducted, directly or indirectly, by RemainCo;

WHEREAS, as of and following the Distribution Date, each Party and its Affiliates will have rights to certain Intellectual Property related to the other Party's business, including the RemainCo Business and the SpinCo Business, as applicable; and

WHEREAS, in connection with the Separation Agreement, (a) the RemainCo Licensors wish to grant to the SpinCo Licensees, and the SpinCo Licensors wish to grant to the RemainCo Licensees, a license and other rights to certain of such Intellectual Property, and (b) each Party and its Affiliates wish to agree to certain covenants with respect to certain Intellectual Property owned jointly by the Parties, in each case of (a) and (b), 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 & 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.

(a) " 2,4-D Herbicide" means any herbicidally effective form of 2,4-dichlorophenoxyacetic acid, including acid, salt, or ester forms of the active ingredient(s), any precursors, and any formulations thereof.

(b) "Abandonment Notice" has the meaning set forth in Section 2.8.

(c) "Agreement" has the meaning set forth in the preamble.

(d) " Business Activities" means, as applicable, (a) with respect to SpinCo, seeking and/or maintaining experimental release/movement/import/cultivation approvals in various jurisdictions for products containing an Event in Enlist Seeds (new and renewals) by SpinCo and/or Third Parties licensed or enabled by SpinCo (including both a single Event and/or stacked products) and (b) with respect to RemainCo, seeking and/or maintaining registrations or MRLs/ITs in various jurisdictions for an Enlist Herbicide (new and renewals) by RemainCo and/or Third Parties licensed or enabled by RemainCo (including single active and/or mixture products).

(e) " Control" means, with respect to any Intellectual Property, (i) such Intellectual Property is owned by the applicable Person, and (ii) such Person has the ability to grant a license or other rights in, to and under such Intellectual Property 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 applicable Law or any Contract entered into as of or prior to the Effective Date between such Person or any of its Affiliates, on the one hand, and any Third Party, on the other hand, without needing to make additional payments to a Third Party, and without violating any Contract between such Person or any of its Affiliates, on the one hand, and any Third Party, on the other hand, existing at the time such Party would be first required hereunder to grant the other Party such license or other rights.

(f) " Copyrights" means works of authorship (whether or not copyrightable, including all software, data, databases and other compilations of information), copyrights (including in product label or packaging artwork or templates), mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof, and all moral rights and common law rights associated therewith.

(g) "Corn" means *Zea mays*.

(h) " Corteva Agriscience" means, collectively, Corteva Agriscience LLC, Pioneer Hi-Bred International, Inc., Corteva Agriscience MCS LLC, and their parents, Affiliates and Subsidiaries.

(i) "Cotton" means *Gossypium hirsutum*.

(j) "Cover" means, with respect to any Patent, in the absence of a license granted under an unexpired claim of such Patent, which claim 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 (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 would infringe such claim.

(k) "Divested Business or Product Line" has the meaning set forth in Section 2.3.

(l) "Effective Date" has the meaning set forth in the preamble.

(m) [***]

(n) "Enlist Herbicide" means a choline salt 2,4-D Herbicide formulation (a) for which RemainCo, an Affiliate of RemainCo, or a Third Party has obtained registration for use with Enlist Seed; and (b) that is listed as an authorized herbicide for use with Enlist Seed in the then-current versions of the TUA, Enlist Herbicides Product Use Guides, and seed tags. For the avoidance of doubt, Product GF-3335 (Enlist One) is an Enlist Herbicide.

(o) "Enlist Herbicides Product Use Guide" means the document(s) published (by paper and/or electronic means) and updated by RemainCo from time to time, which specifies, among other things, stewardship practices and requirements for Enlist Herbicide(s) pertaining to the Enlist™ technology.

(p) " Enlist Seed" means (i) agricultural planting seed for soybean crops, containing the proprietary molecular stack Soybean Event, which provides tolerance to 2,4-D Herbicide, Glyphosate Herbicide, and Glufosinate Herbicide, and is identified as DAS-44406-6 in the U.S. APHIS Petition No. 11-234-0lp., developed and sold by SpinCo [***] to sell such seeds and (ii) agricultural planting seed for Cotton and Corn crops containing tolerance to 2,4-D Herbicide developed and sold by SpinCo and those individuals and entities authorized by Corteva Agriscience.

(q) "Event" means a genetic construct inserted into a specific site in a plant's genome.

(r) "Excluded IP" means (i) the Intellectual Property set forth on Schedule F, (ii) any Patents other than the Patents set forth on Schedule D or Schedule J, (iii) Regulatory Data, (iv) Trademarks, (v) IT Assets (excluding Software), and (vi) any Intellectual Property to the extent licensed or otherwise provided to the applicable Licensee under the other Ancillary Agreements (excluding the Separation Agreement). Notwithstanding the foregoing, "Excluded

IP" does not include any of the foregoing to the extent expressly set forth on Schedule A, Schedule B, Schedule C, Schedule D, Schedule G, Schedule H, Schedule I, Schedule J or Schedule K.

(s) " Exploit" or "Exploitation" means to use, practice, develop, disclose, reproduce, make, offer for sale, sell, commercialize, import, export, register, modify, create derivative works of or otherwise exploit.

(t) " Field" means (i) with respect to SpinCo, the SpinCo Field and (ii) with respect to RemainCo, the RemainCo Field.

(u) "Glufosinate Herbicide" means any herbicidally-effective form of DL- homo-alanin-4-yl (methyl) phosphinate, its salts and optical isomers thereof or any other glutamine synthetase inhibitor, and any formulations thereof.

(v) " Glyphosate Herbicide" means any herbicidally-effective form of N-phosphonomethylglycine, including any acid, salt, ester forms of the active ingredient(s), or any other 5-enolpyruvyl-3-shikimate phosphate synthase inhibitor, and formulations thereof.

(w) " Hard Copy" means, for regulatory submissions made in connection with Business Activities, an actual digital or paper copy of a Joint Study.

(x) "Holding Party" has the meaning set forth in Section 2.7(a).

(y) "In Planta" means use in plants, plant cells or plant tissues by integration into plants, plant cells or plant tissues through genetic engineering, gene editing or other means. Notwithstanding the foregoing, "In Planta" use expressly excludes [***].

(z) "Indemnifying Party" has the meaning set forth in Section 4.1.

(aa) "Indemnitee" and "Indemnitees" have the meanings set forth in Section 4.1.

(bb) "Joint IP Co-Owner" has the meaning set forth in Section 2.4.

(cc) "Joint Party-Access Studies" means the defined list of studies set forth on Schedule O and the data contained therein owned by the Party as set forth therein.

(dd) "Joint Studies" means, collectively, Joint Party-Access Studies and Joint Third Party Co-Owned Studies.

(ee) " Joint Studies Co-Owner" means each of SpinCo and RemainCo in relation to the Joint Studies.

(ff) "Joint Third Party Co-Owned Studies" means the defined list of studies set forth on Schedule P and the data contained therein.

(gg) "Joint-Study Third Party" means a Third Party with whom Corteva Agriscience or SpinCo has a contractual relationship explicitly providing access to the Joint Studies for Business Activities.

(hh) "Licensed IP" means (i) with respect to the licenses granted to RemainCo hereunder, the SpinCo Licensed IP and (ii) with respect to the licenses granted to SpinCo hereunder, the RemainCo Licensed IP and the RemainCo Licensed Standards.

(ii) "Licensee" means (i) the RemainCo Licensees, as applicable, with respect to the SpinCo Licensed IP and (ii) the SpinCo Licensees, as applicable, with respect to the RemainCo Licensed IP and the RemainCo Licensed Standards.

(jj) "Licensor" means (i) the RemainCo Licensors, as applicable, with respect to the RemainCo Licensed IP and the RemainCo Licensed Standards and (ii) the SpinCo Licensors, as applicable, with respect to the SpinCo Licensed IP.

(kk) "Materials" means those written, electronic, computerized, digital or other similar tangible or intangible materials or media to the extent comprising, embodying or containing any RemainCo Licensed Know-How, RemainCo Licensed Copyrights, RemainCo Licensed Business Software, RemainCo Licensed Standards, SpinCo Licensed Know-How, SpinCo Licensed Copyrights or SpinCo Licensed Business Software. For clarity, "Materials" for RemainCo Licensed Business Software and SpinCo Licensed Business Software include the source code and documentation for the most current version thereof and any previous versions thereof in use in the conduct of the RemainCo Business (with respect to the SpinCo Licensed Business Software) or the SpinCo Business (with respect to the RemainCo Licensed Business Software) as of immediately prior to the Effective Date.

(ll) "Offeree" has the meaning set forth in Section 2.8.

(mm) "Offeror" has the meaning set forth in Section 2.8.

(nn) "Party" and "Parties" have the meanings set forth in the preamble.

(oo) "RemainCo" has the meaning set forth in the preamble.

(pp) "RemainCo Engineering Standards" means RemainCo standards, protocols, processes and policies, including engineering guidelines, for designing, constructing, maintaining and operating facilities, in each case, (i) as understood and used by the Parties as of the Effective Date and (ii) including all Know-How and Copyrights to the extent contained therein.

(qq) "RemainCo Environmental, Health and Safety Standards" means RemainCo standards, protocols, processes and policies, including documents, databases (together with the data contained therein), training materials and other supporting tools, in the following RemainCo corporate EHS competency areas (as each is understood and used by the Parties as of the Effective Date): EHS Systems and Risk Management, Environmental, Workplace Safety, Contractor Safety, Occupational Health, Distribution Safety, Electrical Safety, Fire Safety, Emergency Response and Process Safety, in each case, (i) as understood and used by the Parties

as of the Effective Date and (ii) including all Know-How and Copyrights to the extent contained therein.

(rr) " RemainCo Field" means, collectively, the Animal Health Field, the Biologicals Field, the Crop Protection Field, the Industrial Biosciences Field and the SAT Field, as follows:

(i) pharmaceutical, biological and medicinal (including in-feed) products intended to enhance the health or performance, including through diagnosis, treatment, palliation, control, mitigation or prevention of any disease or condition, of non-human animals (including livestock, aquaculture species, companion animals and other commercially or domestically managed animals); provided that, notwithstanding the foregoing, the foregoing expressly excludes treatments deployed In Planta, the Industrial Biosciences Field, the SAT Field and the Crop Protection Field (the "Animal Health Field");

(ii) use of microbial strains, microbial consortia or microbial-derived products (including microbial metabolites, fermentation products, peptides, proteins, nucleic acids, enzymes or other naturally-occurring or bioengineered biological agents) for external plant, seeds or soil applications, including foliar or other spray applications, in-furrow applications, irrigation-based delivery, seed treatments and improvements to Agrobacterium for transformation purposes; provided that, notwithstanding the foregoing, the foregoing expressly excludes [***] and In Planta uses (the "Biologicals Field");

(iii) use of a product to control, deter or prevent the growth of or kill pests affecting agricultural crops (including insects, nematodes, fungi and weed plants) in any developmental forms and in any application modes during one or more of (1) production of agricultural crops, including burn down, pre-emergent and post-emergent applications, (2) range and pasture management, (3) fruit and vegetable management and (4) turf and ornamental management; provided that, notwithstanding the foregoing, the foregoing expressly excludes products deployed In Planta, the Animal Health Field, Industrial Biosciences Field and the SAT Field (the "Crop Protection Field");

(iv) use of biological systems, biological materials, microorganisms, enzymes, metabolites or biologically derived molecules to manufacture, convert or process materials, chemicals, intermediates or energy-related products through fermentation, biocatalysis, bioprocessing or other biological production methods; provided that, notwithstanding the foregoing, the foregoing expressly excludes the Biofuels Field (the "Industrial Biosciences Field"); and

(v) chemical, biological or other materials applied directly to seeds prior to or concurrently with such seeds being sown into or onto a field, seedbed or growth medium (the "SAT Field").

(ss) "RemainCo Licensed Business Software" means all Software, to the extent Controlled by RemainCo or any of its Affiliates as of the Effective Date, including the Software set forth on Schedule G, only if and to the extent that neither SpinCo nor any of its Affiliates have been granted a license or other rights to use such Software under the Separation Agreement or any other Ancillary Agreement. Notwithstanding the foregoing, "RemainCo Licensed Business Software" expressly excludes any and all Excluded IP.

(tt) " RemainCo Licensed Copyrights" means all Copyrights, to the extent Controlled by RemainCo or any of its Affiliates as of the Effective Date, including the Copyrights set forth on Schedule H. Notwithstanding the foregoing, "RemainCo Licensed Copyrights" expressly excludes any and all (i) Know-How, (ii) RemainCo Engineering Standards, (iii) RemainCo Environmental, Health and Safety Standards, (iv) Software and (v) Excluded IP.

(uu) " RemainCo Licensed IP" means the RemainCo Licensed Business Software, the RemainCo Licensed Copyrights, the RemainCo Licensed Know-How and the RemainCo Licensed Patents.

(vv) "RemainCo Licensed Know-How" means all Know-How, to the extent Controlled by RemainCo or any of its Affiliates as of the Effective Date, including the Know-How set forth on Schedule I. Notwithstanding the foregoing, "RemainCo Licensed Know-How" expressly excludes any and all (i) Copyrights, (ii) RemainCo Engineering Standards, (iii) RemainCo Environmental, Health and Safety Standards, (iv) Software and (v) Excluded IP.

(ww) "RemainCo Licensed Patents" means all (i) Patents set forth on Schedule J and (ii) Patents that claim priority to or share priority with any Patents described in the foregoing clause (i), and foreign equivalents thereof (including any such Patents filed after the Effective Date).

(xx) " RemainCo Licensed Standards" means all RemainCo Engineering Standards and RemainCo Environmental, Health and Safety Standards set forth on Schedule K, in each case, to the extent the Intellectual Property therein is Controlled by RemainCo or any of its Affiliates as of the Effective Date. Notwithstanding the foregoing, "RemainCo Licensed Standards" expressly excludes any and all Excluded IP.

(yy) "RemainCo Licensees" means, with respect to the corresponding SpinCo Licensors, those entities set forth on Schedule L as RemainCo Licensees.

(zz) "RemainCo Licensors" means those entities set forth on Schedule L as RemainCo Licensors.

(aaa) "RemainCo Parties" has the meaning set forth in the preamble.

(bbb) "Requesting Party" has the meaning set forth in Section 2.7(a).

(ccc) [***]

(ddd) "Separation Agreement" has the meaning set forth in the recitals.

(eee) "Soybean" means *Glycine max*.

(fff) "Specified Third Party" means those Persons set forth on Schedule N, their successors, and Affiliates and Subsidiaries of any such Person or successor.

(ggg) "Specified Third Party JV" means all Persons in which a Specified Third Party has an ownership interest of more than five percent (5%) of the securities or other outstanding equity interests of such Person.

(hhh) "SpinCo" has the meaning set forth in the preamble.

(iii) "SpinCo Field" means, collectively, the Biofuels Field, the Plant Genetics Field and the Animal Nutrition Field, as follows:

(i) the use of plants, plant parts or grain (including meal or oils derived from plants, plant parts or grain) to produce fuel (the "Biofuels Field");

(ii) the use of plants, seeds used to grow plants, and plants and seeds for genetic improvement, including (1) breeding and other seed product development, (2) transgenic, non-transgenic and gene-edited traits deployed In Planta, (3) use of digital tools for planting and maintenance of plants (including variable rate seeding and recommendations for crop input application timing) and (4) improvements to Agrobacterium for transformation purposes (the "Plant Genetics Field"); and

(iii) silage inoculants and improvement of animal feed by In Planta modification of crops that are used for animal feed or forage; provided that, notwithstanding the foregoing, the Animal Nutrition Field expressly excludes the Animal Health Field (the "Animal Nutrition Field").

(jjj) "SpinCo Licensed Business Software" means all Software, to the extent Controlled by SpinCo or any of its Affiliates as of the Effective Date, including the Software set forth on Schedule A, only if and to the extent that neither RemainCo nor any of its Affiliates have been granted a license or other rights to use such Software under the Separation Agreement or any other Ancillary Agreement. Notwithstanding the foregoing, "SpinCo Licensed Business Software" expressly excludes any and all Excluded IP.

(kkk) "SpinCo Licensed Copyrights" means all Copyrights, to the extent Controlled by SpinCo or any of its Affiliates as of the Effective Date, including the Copyrights set forth on Schedule B. Notwithstanding the foregoing, "SpinCo Licensed Copyrights" expressly excludes any and all (i) Know-How, (ii) Software and (iii) Excluded IP.

(lll) "SpinCo Licensed IP" means the SpinCo Licensed Business Software, the SpinCo Licensed Copyrights, the SpinCo Licensed Know-How and the SpinCo Licensed Patents.

(mmm) "SpinCo Licensed Know-How" means all Know-How, to the extent Controlled by SpinCo or any of its Affiliates as of the Effective Date, including the Know-How set forth on Schedule C. Notwithstanding the foregoing, "SpinCo Licensed Know-How" expressly excludes any and all (i) Copyrights, (ii) Software and (iii) Excluded IP.

(nnn) "SpinCo Licensed Patents" means all (i) Patents set forth on Schedule D and (ii) Patents that claim priority to or share priority with any Patents described in the foregoing clause (i), and foreign equivalents thereof (including any such Patents filed after the Effective Date).

(ooo) "SpinCo Licensees" means, with respect to the corresponding RemainCo Licensors, those entities set forth on Schedule E as SpinCo Licensees.

(ppp) "SpinCo Licensors" means those entities set forth on Schedule E as SpinCo Licensors.

(qqq) "SpinCo Parties" has the meaning set forth in the preamble.

(rrr) "Sublicensee" has the meaning set forth in Section 2.3.

(sss) "Third Party" means any Person other than RemainCo, SpinCo and their respective Affiliates.

(ttt) "Third Party Action" means (i) any Third Party activities that constitute, or would reasonably be expected to constitute, an infringement, misappropriation or other violation of any Licensed IP within a Field for which Licensee has been granted a license hereunder or (ii) any Third Party allegations of invalidity or unenforceability of any Licensed IP.

(uuu) "Third Party Collaboration" means any Contract between a Party or any of its Affiliates (the "Collaboration Licensor"), on the one hand, and a Specified Third Party or Specified Third Party JV, on the other hand, pursuant to which (i) the Collaboration Licensor uses any RemainCo Licensed IP, RemainCo Licensed Standards or Joint IP (in the case of RemainCo or any of its Affiliates as the Collaboration Licensor) or SpinCo Licensed IP or Joint IP (in the case of SpinCo or any of its Affiliates as the Collaboration Licensor) for the benefit of or in connection with the products or services of such Specified Third Party or Specified Third Party JV in the other Party's Field or (ii) such Specified Third Party or Specified Third Party JV is granted any license or other rights in, to or under any RemainCo Licensed IP, RemainCo Licensed Standards or Joint IP (in the case of RemainCo or any of its Affiliates as the Collaboration Licensor) or SpinCo Licensed IP or Joint IP (in the case of SpinCo or any of its Affiliates as the Collaboration Licensor) in the other Party's Field.

(vvv) "Third Party Payments" means any and all obligations on the part of Licensor or any of its Affiliates to pay royalties, sublicense fees, milestones or other amounts to Third Parties pursuant to Contracts existing as of the Effective Date 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, its Affiliates or any Sublicensees of, any license, sublicense or other right granted hereunder.

(www) "TUA" means each Technology Use Agreement between grower and Corteva Agriscience, or SpinCo, as applicable in effect at any given time.

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 and Schedule are references to the Articles, Sections, paragraphs, clauses 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 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 (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) 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; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) 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; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) 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; (n) 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; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (p) 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 "SpinCo" shall also be deemed to refer to the applicable member of the SpinCo Group, references to "RemainCo" shall also be deemed to refer to the applicable member of the RemainCo 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 SpinCo or RemainCo shall be deemed to require SpinCo or RemainCo, as the case may be, to cause the applicable members of the SpinCo Group or the RemainCo Group, respectively, to take, or refrain from taking, any such action.

ARTICLE II

GRANTS OF RIGHTS

Section 2.1 Licenses to SpinCo.

(a) License to RemainCo Licensed IP. Subject to the terms and conditions of this Agreement, the RemainCo Licensors, on behalf of themselves and their applicable Affiliates, hereby grant, and the RemainCo Licensors shall cause their applicable Affiliates to grant, to the applicable SpinCo Licensees, as set forth on Schedule M, an irrevocable, perpetual, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.3), transferable (solely as set forth in Section 7.6), worldwide, non-exclusive license in, to and under the RemainCo Licensed IP for any and all uses solely in the SpinCo Field. For clarity, subject to the terms and conditions of this Agreement, the license set forth in this Section 2.1(a) shall include the rights (i) to practice, use and exploit the RemainCo Licensed IP to make, use, sell, offer for sale, import and export any and all products and processes, in each case, within the SpinCo Field and (ii) as applicable, to use, practice, copy, perform, render, develop, improve, display, distribute, modify and make derivative works of the RemainCo Licensed IP and any tangible embodiments thereof, in each case, within the SpinCo Field.

(b) License to RemainCo Licensed Standards. Subject to the terms and conditions of this Agreement, the RemainCo Licensors, on behalf of themselves and their applicable Affiliates, hereby grant, and the RemainCo Licensors shall cause their applicable Affiliates to grant, to the applicable SpinCo Licensees, as set forth on Schedule M, an irrevocable, perpetual, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.3), transferable (subject to Section 7.6), worldwide, non-exclusive license in, to and under the RemainCo Licensed Standards (including, without limiting and subject to the following paragraph, rights to use, practice, perform, render, develop, improve, display, distribute, modify and make derivative works of the same), solely for use in the SpinCo Field at any facility (including if such facility is modified or expanded) where the SpinCo Assets are situated as of the Effective Date or any substantial replication of such facilities (but not at facilities acquired after the Effective Date or the facilities of any permitted Third Party successors or assignees in accordance with Section 7.6 hereof) and only to the extent necessary to maintain and operate the SpinCo Assets at such facility.

Notwithstanding anything to the contrary herein, the RemainCo Licensed Standards shall (A) not include any other Know-How (including any standards, tools and documents) referenced but not specifically and fully disclosed, explicated and set forth therein, (B) be implemented and used by SpinCo and its Affiliates subject to their own training with respect thereto (and RemainCo and its Affiliates shall have no obligation hereunder with respect to any such training) and (C) be destroyed by SpinCo and its Affiliates, in relevant part, upon SpinCo's good faith determination that the RemainCo Licensed Standards have become obsolete or superseded by any other standard, protocol, policy or process (in which event, such RemainCo Licensed Standards to such extent shall no longer be licensed to SpinCo and its Affiliates hereunder). SpinCo and its Affiliates shall not remove any proprietary markings, confidentiality notices or similar labels on the RemainCo Licensed Standards or the documentation embodying such RemainCo Licensed Standards. For

clarity, the RemainCo Licensed Standards shall not be subject to any updates hereunder by RemainCo or its Affiliates (even if RemainCo 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 the RemainCo Licensed Standards, and RemainCo and its Affiliates shall have no Liability to SpinCo and its Affiliates in connection therewith.

Section 2.2 Licenses to RemainCo. Subject to the terms and conditions of this Agreement, the SpinCo Licensors, on behalf of themselves and their applicable Affiliates, hereby grant, and the SpinCo Licensors shall cause their applicable Affiliates to grant, to the applicable RemainCo Licensees, as set forth on Schedule M, an irrevocable, perpetual, royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.3), transferable (subject to Section 7.6), worldwide, non-exclusive license in, to and under the SpinCo Licensed IP for any and all uses solely in the RemainCo Field. For clarity, subject to the terms and conditions of this Agreement, the license set forth in this Section 2.2 shall include the rights (i) to practice, use and exploit the SpinCo Licensed IP to make, use, sell, offer for sale, import and export any and all products and processes, in each case, within the RemainCo Field and (ii) as applicable, to use, practice, copy, perform, render, develop, improve, display, distribute, modify and make derivative works of the SpinCo Licensed IP and any tangible embodiments thereof, in each case, within the RemainCo Field.

Section 2.3 Sublicenses. Licensee may sublicense the licenses and rights granted to Licensee under Section 2.1 or Section 2.2 (as applicable) through multiple tiers to: (a) its Affiliates; provided, that such licenses and rights shall automatically terminate if such Person ceases to be an Affiliate of Licensee; (b) Third Parties in the ordinary course of business for the benefit of and in connection with the products and services of such Licensee or its Affiliates (and not for the independent use of such licenses and rights by or for the benefit of such Third Parties); and (c) Third Parties in connection with the sale or other transfer or divestiture by Licensee of any business, product line or division (each such business, product line or division, a "Divested Business or Product Line"); provided, however, that such sublicense shall not extend to any other business, product line or division of any Person(s) that has acquired such Divested Business or Product Line or any Affiliates of such Person(s) (other than the Divested Business or Product Line and natural extensions or natural evolutions thereof) (each such Affiliate or Third Party in the foregoing clauses (a)-(c), a "Sublicensee"). Notwithstanding anything to the contrary in this Section 2.3, during the five (5)-year period following the Effective Date, in no event shall Licensee grant any sublicenses in, to or under any Licensed IP to any Specified Third Party or Specified Third Party JV. Each sublicense granted in, to or under any Licensed IP shall be granted pursuant to a Contract which does not conflict with the terms and conditions of this Agreement. 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 2.4 Joint IP.

(a) Ownership. Each of SpinCo and RemainCo shall own an equal, undivided joint ownership interest in any and all Joint IP (each of SpinCo and RemainCo in relation to the Joint IP, a "Joint IP Co-Owner"). Each of SpinCo and RemainCo, on behalf of itself and its

applicable Affiliates, hereby assigns, and each of SpinCo and RemainCo shall cause its applicable Affiliates to assign, to the other Party all rights, title and interest in, to and under such Joint IP necessary to effect the foregoing.

(b) Restriction on Use of Joint IP in Connection with Third Party Collaborations. Except in connection with any Third Party Collaboration that was in effect prior to May 1, 2026, during the five (5)-year period following the Effective Date, each Joint IP Co-Owner, on behalf of itself and its applicable Affiliates, hereby agrees, and each Joint IP Co-Owner shall cause its applicable Affiliates to agree, not to (i) use any Joint IP for the benefit of or in connection with the products or services of any Specified Third Party or Specified Third Party JV in the other Joint IP Co-Owner's Field or (ii) grant any license or other rights in, to or under any Joint IP to any Specified Third Party or Specified Third Party JV in the other Joint IP Co-Owner's Field. For clarity, nothing in this Section 2.4(b) shall prohibit either Joint IP Co-Owner from exploiting any Joint IP outside of a Third Party Collaboration with a Specified Third Party or Specified Third Party JV, including in the other Joint IP Co-Owner's Field, and including through any of its Affiliates or Sublicensees acting on its behalf.

(c) Exploitation. Subject to Section 2.4(b), the licenses and other rights granted to the other Joint IP Co-Owner under this Agreement and the other terms and conditions of this Agreement, the Separation Agreement and the other Ancillary Agreements, (i) each Joint IP Co-Owner may exercise its rights in, to and under such Joint IP for any and all uses, including the rights to license and sublicense or otherwise to Exploit through multiple tiers, sell, transfer or encumber its ownership interest, without any duty of accounting or other obligation to, or Consent required from (where Consent is required by applicable Law, such Consent is deemed hereby granted), the other Joint IP Co-Owner and (ii) each Joint IP Co-Owner, on behalf of itself and its applicable Affiliates, hereby grants, and each Joint IP Co-Owner shall cause its applicable Affiliates to grant, to the other Joint IP Co-Owner all further Consents with respect to, and all licenses under, the Joint IP, throughout the world, necessary to provide the other Joint IP Co-Owner with full rights of Exploitation of the Joint IP as contemplated herein.

(d) Sales and Other Transfers of Joint IP. Any sale or other transfer of a Joint IP Co-Owner's ownership interest in any Joint IP to a Third Party shall be subject to the licenses and other rights granted to the other Joint IP Co-Owner under this Agreement and the other terms and conditions of this Agreement (including this Section 2.4), the Separation Agreement and the other Ancillary Agreements, and each Joint IP Co-Owner shall cause any Third Party purchaser or transferee to assume in writing such Joint IP Co-Owner's obligations under this Agreement (including this Section 2.4), the Separation Agreement and the other Ancillary Agreements, to the extent applicable to the sold or transferred ownership interest in Joint IP.

(e) Cooperation. Each Joint IP Co-Owner, on behalf of itself and its applicable Affiliates, hereby agrees, and each Joint IP Co-Owner shall cause its applicable Affiliates to agree, (i) to cooperate with the other Joint IP Co-Owner (and the other Joint IP Co-Owner's authorized attorneys, agents and representatives) to effectuate and perfect the ownership of the Joint IP contemplated by this Agreement, including by promptly executing and recording assignments and other documents consistent with the ownership set forth in this Agreement, (ii) to make its employees, agents and consultants reasonably available to the other Joint IP Co-Owner (or to the

other Joint IP Co-Owner's authorized attorneys, agents or representatives), to the extent reasonably necessary to enable the other Joint IP Co-Owner to undertake Patent prosecution, (iii) to provide the other Joint IP Co-Owner with copies of all material correspondence pertaining to prosecution of Joint IP before the U.S. Patent and Trademark Office or any other Patent office in the world, (iv) to cooperate, if necessary, with the other Joint IP Co-Owner in gaining patent term extensions wherever applicable and (v) to endeavor in good faith to coordinate its efforts with the other Joint IP Co-Owner to minimize or avoid interference with the prosecution and maintenance of the other Joint IP Co-Owner's Patents.

Section 2.5 Third Party Rights.

(a) Notwithstanding anything to the contrary in this Agreement, the Parties' rights and obligations set forth in this Agreement (including the licenses granted under Section 2.1 and Section 2.2, and the rights and obligations of the Parties under Section 2.4 and Section 3.2) shall be subject to the terms of any Contracts with a Third Party relating to the Licensed IP, which Contracts exist as of the Effective Date and to which Licensor or any of its Affiliates is a party or otherwise bound. To the extent that, as a result of such rights of or obligations owed to a Third Party under such Contracts, any license or other rights granted hereunder (i) may not be granted without the Consent of or payment of a fee or other consideration to such Third Party or any other Third Party under such Contracts 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 (it being understood that Licensor shall have no obligation to agree to make, or make, any payments or other concessions, except to the extent expressly required under the Separation Agreement or any other Ancillary Agreement, or if Licensee agrees to reimburse Licensor for such payments). Notwithstanding anything to the contrary in this Section 2.5(a), Licensee shall be deemed to not be in breach of this Agreement only if and for such time that Licensee has not been notified by Licensor or any of its Affiliates and otherwise does not have reasonable knowledge of such rights of or obligations owed to such Third Party. Following the Effective Date, Licensor shall not amend, modify or waive any Contract with any Third Party in a manner that would materially and adversely affect Licensee's rights under this Agreement without the prior written consent of Licensee.

(b) 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), 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. 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 2.5(b), Licensee shall be deemed to not be in breach of this Agreement only if and for such time that Licensee has not been notified by Licensor or any of its Affiliates and otherwise does not have reasonable knowledge 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 (or if Licensor has, in its sole discretion, elected to pay such amounts, would be past due if Licensor had not paid such amounts).

Section 2.6 Reservation of Rights. Except as expressly provided in the Separation Agreement or any Ancillary Agreement (including this Agreement), each Party reserves all of its and its Affiliates' rights (including rights in, to and under Intellectual Property) 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 or its Affiliates or Sublicensees by implication, estoppel or otherwise as to any of the other Party's or its Affiliates' other Intellectual Property (including, for clarity, any Excluded IP).

Section 2.7 Retention and Transfer of Materials.

(a) If RemainCo or SpinCo (the "Requesting Party") reasonably believes that any Materials are in the possession or control of the other Party or any of its Affiliates (the "Holding Party") and such Materials have never been, following the Effective Date, 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 Materials (or copy thereof) 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, deliver the Materials (or copy thereof) 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 if the Holding Party reasonably believes that such request requires a longer period of review to determine if the request concerns the applicable Licensed IP or to locate the applicable Materials, the Holding Party shall be provided with a reasonable amount of additional time to review and provide such Materials and shall notify the Requesting Party in writing of the expected timeframe; provided, further, the Holding Party may redact any Information with respect to which the Requesting Party does not have a license or other right under the Separation Agreement, this Agreement or any of the other Ancillary Agreements. To the extent the request does not concern Materials, for clarity, the Holding Party shall not be required to deliver the applicable materials or media 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 such determination in good faith with the Requesting Party.

(b) All Materials delivered pursuant to this Section 2.7 shall constitute Confidential Information subject to Section 5.1. Without limiting the foregoing, any source code included in the Materials and any Intellectual Property that has not been made public included in the Materials shall be maintained in confidence using at least the same degree of care used by the Requesting Party to protect its own source code or other highly confidential information, but in no event less than a commercially reasonable degree of care, and shall not be disclosed, distributed or otherwise made available to any Third Party except to the Requesting Party's Affiliates.

(c) For clarity, and notwithstanding anything to the contrary herein, in no event shall the Holding Party be required to provide any Materials that have already been provided to, or are otherwise in the possession of, the Requesting Party (including as part of the Internal Reorganization).

Section 2.8 Right of First Refusal. If either Party, as Licensor of any SpinCo Licensed Patents or RemainCo Licensed Patents, as applicable, determines that it intends to cease prosecution or maintenance of, or intends to permit to become abandoned, withdrawn, lapsed or expired (other than expiration at the end of its statutory term), any Patent included in the SpinCo Licensed Patents or RemainCo Licensed Patents, as applicable, then such Party (the "Offeror") shall promptly (and no later than sixty (60) days prior to the next applicable deadline for any filing, response, payment, or other action required to prosecute or maintain such Patent) provide written notice (an "Abandonment Notice") thereof to the other Party (the "Offeree"), which shall describe in reasonable detail the applicable Patent and the next applicable deadline for any filing, response, payment, or other action required to prosecute or maintain such Patent. Following receipt of the Abandonment Notice, the Offeree shall have a right of first refusal for an exclusive period of thirty (30) days to acquire the applicable Patent free of charge, and during such thirty (30)-day period, the Offeror shall not abandon, permit to lapse or expire (other than expiration at the end of its statutory term), withdraw or fail to maintain or prosecute such Patent. In the event that (i) the Parties execute a mutually acceptable agreement providing for the acquisition, free of charge, by the Offeree from Offeror of the applicable Patent or (ii) the Offeree declines to acquire the applicable Patent or fails to exercise its right of first refusal during such thirty (30)-day period to acquire the applicable Patent, the Offeror shall have no further obligations to the Offeree under this Section 2.8 with respect to such Patent.

Section 2.9 Restriction on Use of Own IP in Connection with Third Party Collaborations.

(a) Except in connection with any Third Party Collaboration that was in effect prior to May 1, 2026, during the five (5)-year period following the Effective Date, the RemainCo Licensors, on behalf of themselves and their applicable Affiliates, hereby agree, and the RemainCo Licensors shall cause their applicable Affiliates to agree, not to (i) use any RemainCo Licensed IP or RemainCo Licensed Standards for the benefit of or in connection with the products or services of any Specified Third Party or Specified Third Party JV in the SpinCo Field or (ii) grant any license or other rights in, to or under any RemainCo Licensed IP or RemainCo Licensed Standards to any Specified Third Party or Specified Third Party JV in the SpinCo Field. For clarity, nothing in this Section 2.9(a) shall prohibit any RemainCo Licensor from exploiting any RemainCo Licensed IP or RemainCo Licensed Standards outside of a Third Party Collaboration with a Specified Third Party or Specified Third Party JV, including in the SpinCo Field, and including through any of its Affiliates or Sublicensees acting on its behalf.

(b) Except in connection with any Third Party Collaboration that was in effect prior to May 1, 2026, during the five (5)-year period following the Effective Date, the SpinCo Licensors, on behalf of themselves and their applicable Affiliates, hereby agree, and the SpinCo Licensors shall cause their applicable Affiliates to agree, not to (i) use any SpinCo Licensed IP for the benefit of or in connection with the products or services of any Specified Third Party or Specified Third Party JV in the RemainCo Field or (ii) grant any license or other rights in, to or

under any SpinCo Licensed IP to any Specified Third Party or Specified Third Party JV in the RemainCo Field. For clarity, nothing in this Section 2.9(b) shall prohibit any SpinCo Licensor from exploiting any SpinCo Licensed IP outside of a Third Party Collaboration with a Specified Third Party or Specified Third Party JV, including in the RemainCo Field, and including through any of its Affiliates or Sublicensees acting on its behalf.

Section 2.10 Joint Studies.

(a) Legal Ownership. Each of SpinCo and RemainCo shall own an equal, undivided joint ownership interest in any and all Joint Party-Access Studies. With respect to the ownership interests held by SpinCo and RemainCo, taken together, in the Joint Third Party Co-Owned Studies immediately prior to the Effective Date, each of SpinCo and RemainCo shall own an equal, undivided joint ownership interest in such ownership interests. SpinCo, on behalf of itself and its applicable Affiliates, hereby assigns, and SpinCo shall cause its applicable Affiliates to assign, to RemainCo the ownership interest otherwise held by SpinCo and its applicable Affiliates in, to and under the Joint Studies as is necessary to effect the ownership allocation set forth in the first and second sentences of this Section 2.10(a). RemainCo, on behalf of itself and its applicable Affiliates, hereby assigns, and RemainCo shall cause its applicable Affiliates to assign, to SpinCo the ownership interest otherwise held by RemainCo and its applicable Affiliates in, to and under the Joint Studies as is necessary to effect the ownership allocation set forth in the first and second sentences of this Section 2.10(a).

(b) Exploitation. Subject to Section 2.10(c), the rights granted to the other Joint Studies Co-Owner under this Agreement and the other terms and conditions of this Agreement, the Separation Agreement and the other Ancillary Agreements, (i) each Joint Studies Co-Owner may exercise its rights in, to and under such Joint Studies for any and all uses, including the rights to license and sublicense or otherwise to Exploit through multiple tiers or encumber its ownership interest, without any duty of accounting or other obligation to, or Consent required from (where Consent is required by applicable Law, such Consent is deemed hereby granted), the other Joint Studies Co-Owner and (ii) each Joint Studies Co-Owner, on behalf of itself and its applicable Affiliates, hereby grants, and each Joint Studies Co-Owner shall cause its applicable Affiliates to grant, to the other Joint Studies Co-Owner all further Consents with respect to the Joint Studies, throughout the world, necessary to provide the other Joint Studies Co-Owner with full rights of Exploitation of the Joint Studies as contemplated herein.

(c) Restriction on Sales, Assignments and Other Transfers. Each Joint Studies Co-Owner, on behalf of itself and its applicable Affiliates, hereby agrees, and each Joint Studies Co-Owner shall cause its applicable Affiliates to agree, that its ownership interest in any Joint Studies shall not be sold or otherwise assigned or transferred, in whole or in part, by operation of Law or otherwise, to any Third Party without the prior written Consent of the other Joint Studies Co-Owner (which Consent may be granted or withheld in such other Joint Studies Co-Owner's sole discretion); provided, that such first Joint Studies Co-Owner may sell or otherwise assign or transfer, in whole or in part, by operation of Law or otherwise, without the prior written Consent of the other Joint Studies Co-Owner, its ownership interest in any Joint Studies to (a) one or more of its Affiliates; provided, that such assigned rights shall automatically revert to such first Joint Studies Co-Owner if such Person ceases to be an Affiliate of such Joint Studies Co-Owner, and

(b) the successor to all or a portion of the business or assets to which this Agreement relates (and, in the case of a successor to only a portion of such business or assets, only the first Joint Studies Co-Owner's ownership interest in any Joint Studies that relate to such portion of the business or assets may be sold or otherwise assigned or transferred to such successor); provided, further, that (i) the selling, assigning or transferring Joint Studies Co-Owner shall promptly notify the non-selling, non-assigning or non-transferring Joint Studies Co-Owner in writing of any sales, assignments or transfers it makes under the foregoing clause (b), and (ii) in either case of the foregoing clauses (a) or (b), the party to whom any ownership interest in any Joint Studies is sold or otherwise assigned or transferred shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto with respect to this Section 2.10 of this Agreement. Any purported sale, assignment or transfer of either Joint Studies Co-Owner's ownership interest in any Joint Studies in violation of this Section 2.10(c) shall be void *ab initio*. No sale, assignment or transfer shall relieve the selling, assigning or transferring Joint Studies Co-Owner of any of its obligations under this Agreement that accrued prior to such sale, assignment or transfer unless agreed to by the non-selling, non-assigning or non-transferring Joint Studies Co-Owner.

(d) Continued Access. Each of RemainCo and SpinCo, on behalf of itself and its applicable Affiliates, hereby agrees, and each of RemainCo and SpinCo shall cause its applicable Affiliates to agree, to use reasonable best efforts to facilitate continued access to the Joint Third Party Co-Owned Studies owned by such Party with one or more Third Parties to the other Party [***] in support of the other Party's Business Activities. Each of RemainCo and SpinCo may provide Joint-Study Third Parties with access to the Joint Studies as set forth herein. If such access is provided, it will be in the form of a letter of access/authorization; provided that, if the applicable Governmental Entity requires a Hard Copy of the requested data, a Hard Copy may be provided in lieu of a letter of access/authorization. In each case of the foregoing, such access will be provided in accordance with RemainCo and SpinCo's practices regarding such Governmental Entity's requirements as of the Effective Date and other regulatory customs and contractual limitations, as applicable. To the extent a Third Party co-owner of a Joint Third Party Co-Owned Study requires payment by a Party to this Agreement to provide access to the Party seeking access, the Party seeking access shall bear any such costs.

(e) Record/Identified Ownership. Notwithstanding the Parties' access rights to or legal ownership of the Joint Studies prior to the Effective Date, the identified owner as of the Effective Date for any Joint Study submitted to a Governmental Entity prior to the Effective Date shall remain the identified owner thereafter. For any new submission of a Joint Study to a Governmental Entity, the Party making such submission in support of its Business Activities shall be identified as the owner. To the extent a Third Party sends the identified owner of a Joint Study an inquiry, proposal or offer to rely on such Joint Study for a Third Party registration, such identified owner shall bear the costs and expenses of any and all negotiations and Actions relating thereto, and shall be entitled to any Third Party payments or other consideration related to, arising out of or resulting from such negotiations or Actions. For the avoidance of doubt, the foregoing addresses identification of the owner of record for purposes of submissions to a Governmental Entity and does not independently allocate legal ownership of, or grant any license or other rights in, to or under, any Joint Study as between the Parties.

(f) Submissions to Governmental Entities. In the event that a Party intends to submit to a Governmental Entity any of the Joint Studies in support of its Business Activities, such Party (the "Submitting Party") shall provide prior written notice to the other Party. Such notice shall be provided no less than thirty (30) days prior to the anticipated date of submission and shall include, at a minimum: (i) the name of the Submitting Party and, if applicable, its Affiliate or Third Party making the submission; (ii) the jurisdiction(s) and Governmental Entities to which the submission is intended; and (iii) the identification of the specific Joint Studies (by title, reference number, or other identifier consistent with Schedule O or Schedule P, as applicable) that the Submitting Party intends to include in the submission.

ARTICLE III

OWNERSHIP; PROSECUTION, MAINTENANCE AND ENFORCEMENT

Section 3.1 Ownership. As between the Parties and their respective Affiliates, (a) RemainCo acknowledges and agrees that SpinCo and its Affiliates own the SpinCo Licensed IP licensed to the RemainCo Licensees hereunder, (b) SpinCo acknowledges and agrees that RemainCo and its Affiliates own the RemainCo Licensed IP and the RemainCo Licensed Standards licensed to the SpinCo Licensees hereunder and (c) each Party acknowledges and agrees that neither Party, nor its Affiliates or Sublicensees, will acquire any ownership rights in the Licensed IP licensed to such Party or its Affiliates hereunder. To the extent that a Party or its Affiliates or Sublicensees (as applicable) is assigned or otherwise obtains ownership of any right, title or interest in, to or under any Licensed IP in contravention of this Section 3.1, such Party, on behalf of itself and its Affiliates, hereby assigns, and such Party 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; provided that, for clarity, a successful claim under Section 2.6 of the Separation Agreement shall not be deemed to be in contravention of this Section 3.1.

Section 3.2 Prosecution, Maintenance and Enforcement. As between the Parties, Licensor shall have the sole and exclusive right (but not the obligation), at Licensor's cost and expense, to (a) file, prosecute, maintain and defend all Licensed IP with respect to which such Licensor or any of its Affiliates is granting a license to Licensee hereunder and (b) control enforcement or defense against any Third Party Action relating to any Licensed IP that Licensor or any of its Affiliates is granting a license to Licensee hereunder (including by bringing an Action or entering into settlement discussions); provided, however, that Licensor shall not settle any Third Party Action relating to any Licensed IP in a manner that materially and adversely affects Licensee's rights under this Agreement without Licensee's prior written consent (not to be unreasonably withheld, conditioned or delayed). Without limiting the foregoing, this Agreement shall not obligate either Party to disclose to the other Party, or maintain, register, prosecute, pay for or offer to pay for (including by offering remuneration to any inventors), enforce, defend or otherwise manage any Intellectual Property, except to the extent expressly set forth herein.

Section 3.3 Sales and Other Transfers of Licensed IP. Any sale or other transfer of any Licensed IP to a Third Party shall be subject to the licenses and other rights granted to the Licensee under this Agreement and the other terms and conditions of this Agreement, the Separation

Agreement and the other Ancillary Agreements, and the Licensor shall cause any such Third Party purchaser or transferee to assume in writing the Licensor's obligations under this Agreement, the Separation Agreement and the other Ancillary Agreements, to the extent applicable to the sold or transferred Licensed IP.

ARTICLE IV

INDEMNIFICATION; DISCLAIMERS; LIMITATION OF LIABILITY

Section 4.1 Indemnification. Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its Affiliates, and its and their current, former and future respective directors, officers, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (each, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all Indemnifiable Losses of the Indemnitees, to the extent relating to, arising out of or resulting from (a) the gross negligence or willful misconduct of the Indemnifying Party, any of its Affiliates, or its or their Sublicensees or agents, in the performance of this Agreement, (b) material breach by the Indemnifying Party of this Agreement or (c) Third Party claims arising from exercise by the Indemnifying Party or its Affiliates or Sublicensees of the licenses and rights granted to it hereunder, in each case (in respect of the foregoing clauses (a)-(c)), except to the extent that such Indemnifiable Losses are subject to indemnification by the other Party pursuant to this Section 4.1.

Section 4.2 Indemnification Procedures. The indemnification procedures set forth in Sections 8.4 through 8.8 of the Separation Agreement shall apply to the matters indemnified hereunder, *mutatis mutandis*.

Section 4.3 Disclaimer of Representations and Warranties. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE SEPARATION AGREEMENT, THIS AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT, THE PARTIES DISCLAIM AND WAIVE ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITH REGARD TO QUALITY, PERFORMANCE, NON -INFRINGEMENT, NON-DILUTION, VALIDITY, COMMERCIAL UTILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AND EACH PARTY ACKNOWLEDGES AND AGREES IT HAS NOT AND WILL NOT RELY ON ANY SUCH REPRESENTATIONS OR WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THE SEPARATION AGREEMENT, THIS AGREEMENT OR ANY OTHER ANCILLARY AGREEMENT. WITHOUT LIMITING THE FOREGOING, THE REMAINCO PARTIES AND THE SPINCO PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE EXISTENCE OR ABSENCE OF FAULTS, IF ANY, IN THE LICENSED IP, AND THE REMAINCO PARTIES AND THE SPINCO PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE NOT AND WILL NOT RELY ON ANY SUCH REPRESENTATIONS OR WARRANTIES.

Section 4.4 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT (INCLUDING THIS ARTICLE IV, BUT SUBJECT TO SECTION 4.5), IN NO EVENT SHALL THE REMAINCO PARTIES, THE SPINCO PARTIES

OR THEIR RESPECTIVE AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AT LAW OR IN EQUITY, FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES ARISING FROM OR RELATING TO ANY CLAIM MADE UNDER THIS AGREEMENT (EXCEPT FOR ALL COMPONENTS OF AWARDS AGAINST AN INDEMNITEE IN ANY THIRD PARTY CLAIM SUBJECT TO INDEMNIFICATION HEREUNDER, INCLUDING COMPONENTS OF SUCH THIRD PARTY CLAIM RELATING TO ANY OF THE FOREGOING AND ATTORNEYS' FEES).

Section 4.5 Limited Liability Exclusions. The limitation of Indemnifiable Losses provided in Section 4.4 shall not apply to (a) fines or penalties, including the revocation of any Permit, assessed by a Governmental Entity or (b) Indemnifiable Losses arising from willful misconduct or fraud.

ARTICLE V

CONFIDENTIALITY

Section 5.1 Confidentiality. 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 to the extent applicable, *mutatis mutandis*.

ARTICLE VI

TERM

Section 6.1 Term. The terms of the licenses and other grants of rights (and related obligations) under this Agreement shall remain in effect (a) with respect to the Patents and Copyrights licensed hereunder, on a Patent-by-Patent or Copyright-by-Copyright basis (as applicable), until expiration, invalidation or abandonment of such Patent or Copyright and (b) with respect to all other Licensed IP, in perpetuity. Each of the Parties acknowledges and agrees that the licenses granted hereunder (i) are irrevocable and (ii) may not be terminated for any reason (even in the event of a material breach).

ARTICLE VII

MISCELLANEOUS

Section 7.1 Complete Agreement; Construction. This Agreement, including the Schedules, the Separation Agreement and the other Ancillary Agreements 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 Schedule hereto, the 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.

Section 7.2 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.

Section 7.3 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that a Party may supplementally (and shall supplementally, if an automatic failure of delivery notice is received in response to the applicable email) deliver a notice by delivery in person or by national courier service)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party 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 7.3):

To RemainCo:

9330 Zionsville Road
Indianapolis, Indiana 46268
Attention: Chief Legal Officer
Email: [***]

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

Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, New York 10001
Attention: Thomas E. Dunn
Matthew L. Ploszek
Email: tdunn@cravath.com
mploszek@cravath.com

To SpinCo:

7100 NW 62nd Avenue, PO Box 1000
Johnston, Iowa 50131
Attention: Chief Legal Officer
Email: [***]

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

Cravath, Swaine & Moore LLP
Two Manhattan West
375 Ninth Avenue
New York, New York 10001
Attention: Thomas E. Dunn
Matthew L. Ploszek
Email: tdunn@cravath.com
mploszek@cravath.com

Section 7.4 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 the 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 7.5 Amendments. This Agreement may not be modified or amended except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

Section 7.6 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or transferred, in whole or in part, by operation of Law or otherwise, by either of the Parties without the prior written Consent of the other Party (which Consent may be granted or withheld in such other Party's sole discretion); provided, that such first Party may assign or transfer, in whole or in part, by operation of Law or otherwise, without the prior written Consent of the other Party, this Agreement or any of the rights, interests or obligations under this Agreement to (a) one or more of its Affiliates; provided, that such assigned rights shall automatically revert to such first Party if such Person ceases to be an Affiliate of such Party, and (b) the successor to all or a portion of the business or assets to which this Agreement relates (and, in the case of a successor to only a portion of such business or assets, only the rights, interests and obligations under this Agreement that relate to such portion of the business or assets may be assigned or transferred to such successor); provided, further, that (i) the assigning or transferring Party shall promptly notify the non-assigning or non-transferring Party in writing of any assignments or transfers it makes under the foregoing clause (b), and (ii) in either case of the foregoing clauses (a) or (b), the party to whom this Agreement is assigned or transferred 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 or transferred. Any purported assignment in violation of this Section 7.6 shall be void *ab initio*. No assignment or transfer shall relieve the assigning or transferring Party of any of its obligations under this Agreement that accrued prior to such assignment or transfer unless agreed to by the non-assigning or non-transferring Party. If either Party or any of its Affiliates assigns any of the Licensed IP, such

assignment shall be subject to the licenses granted to such Intellectual Property under this Agreement and the assignee of such Licensed IP shall be deemed to assume the applicable obligations under this Agreement automatically with respect thereto.

Section 7.7 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.

Section 7.8 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 or by any entity that becomes an Affiliate of such Party on and after the Effective Date.

Section 7.9 Third Party Beneficiaries. Notwithstanding anything herein to the contrary, except as provided in Article IV 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 7.10 Title and Headings. Titles and headings to articles, sections and paragraphs 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 7.11 Schedules. The 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 7.12 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 7.13 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 Indemnifiable Loss. Accordingly, from and after the Effective Date, 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 Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article VII (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 7.14 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 7.15 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 7.16 Dispute Resolution. 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*.

Section 7.17 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.

Section 7.18 Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and to give effect to the transactions contemplated by this Agreement.

* * * * *

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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.

CORTEVA, INC. (on behalf of Corteva, Inc. and its Affiliates)

By: /s/ Cornel B. Fuerer
Name: Cornel B. Fuerer
Title: Senior Vice President, Strategic Advisor

VYLOR INC. (on behalf of Vylor Inc. and its Affiliates)

By: /s/ Jennifer A. Johnson
Name: Jennifer A. Johnson
Title: Authorized Signatory

[*Signature Page to Intellectual Property Matters Agreement*]

Exhibit 10.5

Certain information in this exhibit has been redacted in accordance with Item 601(b)(10)(iv) of Regulation S-K. Such information is both (i) not material and (ii) customarily and actually treated by the registrant as private or confidential. [***] indicates that information has been redacted.

GLOBAL MASTER SEED TREATMENT SUPPLY AGREEMENT

by and between

CORTEVA AGRISCIENCE LLC

and

PIONEER HI-BRED INTERNATIONAL, INC.

Dated as of October 1, 2026

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GLOBAL MASTER SEED TREATMENT FRAMEWORK AGREEMENT

This GLOBAL MASTER SEED TREATMENT FRAMEWORK AGREEMENT (this "Agreement"), dated as of October 1, 2026 (the "Effective Date"), is entered into by and between CORTEVA AGRISCIENCE LLC, a Delaware corporation ("Corteva") and PIONEER HI-BRED INTERNATIONAL, INC., a Delaware corporation ("Vylor"). Each of Corteva and Vylor is sometimes referred to herein as a "Party", and collectively, as the "Parties".

W I T N E S S E T H:

WHEREAS, pursuant to the Separation and Distribution Agreement, dated as of September 29, 2026 by and among Corteva, Inc., Vylor Inc. and, solely for the purposes set forth therein, EIDP, Inc. (the "Separation Agreement"), Corteva, Inc. intends, among other things, to separate into two separate, publicly traded companies, one for each of (a) the SpinCo Business (as defined in the Separation Agreement), which will be owned and conducted, directly or indirectly, by Vylor Inc., and (b) the RemainCo Business (as defined in the Separation Agreement), which will be owned and conducted, directly or indirectly, by Corteva, Inc.;

WHEREAS, Corteva and its Affiliates are active in the global business of research, development, manufacture and commercialization of Seed Treatment Products;

WHEREAS, Vylor and its Affiliates are active in the global business of research, development, manufacture and commercialization of Seeds;

WHEREAS, the Parties wish to establish a global legal framework addressing certain Seed Treatments;

WHEREAS, Corteva and/or its Affiliates wish to sell to Vylor and/or its Affiliates, and Vylor and/or its Affiliates wish to purchase from Corteva and/or its Affiliates, certain Seed Treatment Products in accordance with the terms and conditions set forth in this Agreement and any applicable Contract Supplement;

WHEREAS, the Parties wish to evaluate whether any Near-Term Product satisfy certain criteria for Vylor to commercialize such Near-Term Product in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Vylor and/or its Affiliates wish Corteva and/or its Affiliates to provide support services in connection with Vylor's purchase of certain Current Direct Products from the Direct Suppliers, in each case, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

(1) "Action" shall mean 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) "Affiliate" shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or any member of either Group (as defined in the Separation Agreement) shall be deemed to be an Affiliate of the other Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of Corteva or Corteva's stockholders prior to, or in case of Vylor's stockholders, on or after the Effective Date.

(3) "Business Case Criteria" shall mean, with respect to any Near-Term Product, any financial or economic criteria required to be satisfied as set forth in the Contract Supplement for such Near-Term Product to be launched.

(4) "Business Day" shall mean any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York, New York.

(5) "Certificate of Analysis" shall mean a document attesting to the compliance with the Specifications resulting from the analytical testing of a representative sample drawn from the batch or lot of the Subject Product such Certificate of Analysis represents.

(6) "Change of Control" shall mean, with respect to a Party, (a) the sale, conveyance, transfer or other disposition (however accomplished), in one or a series of related transactions, of all or substantially all of the assets of such Party relating to this Agreement; (b) the consolidation, merger or other business combination of such Party, immediately following which the stockholders of such Party immediately prior to such transaction fail to own in the aggregate at least a majority of the voting power in the election of directors of all the outstanding voting securities of the surviving party in such consolidation, merger or business combination or of its ultimate publicly traded parent entity; (c) any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act of 1934, as amended) becoming the "beneficial owner" (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act of 1934, as amended), directly or indirectly, of

at least thirty-five percent (35%) of the outstanding voting securities of such Party and effective control of such Party (other than (i) a reincorporation, holding company merger or similar corporate transaction in which each of such Party's stockholders owns, immediately thereafter, interests in the new parent company in substantially the same percentage as such stockholder owned in such Party immediately prior to such transaction or (ii) in connection with a transaction described in clause (b), which shall be governed by such clause (b)); or (d) as a result of a majority of the board of directors of such Party ceasing to consist of individuals who have become directors as a result of being nominated or elected by a majority of such Party's directors. For the avoidance of doubt, a previous determination that a "Change of Control" has occurred shall not prejudice the determination as to whether any other subsequent events, on one or more occasions, meet the definition of "Change of Control."

(7)"Commercialization Year" shall mean, with respect to each Near-Term Product in the applicable Subject Territory, (i) the first Market Year beginning with the Initial Commercialization Date; and (ii) each of the four (4) subsequent Market Years or such lesser number of Market Years agreed by the Parties or otherwise determined in accordance with the terms of this Agreement.

(8)"Confidential Information" shall mean business and technical information disclosed by one Party (or its representative(s)) to another Party (or its representative(s)) under this Agreement or any Contract Supplement. Confidential Information does not include information that (i) was in the public domain at the time of disclosure to the receiving Party; (ii) after disclosure to the receiving Party enters the public domain through no fault of the receiving Party (or any Third Party acting at the direction of, or on behalf of, the receiving Party); (iii) is learned by the receiving Party from a Third Party entitled to disclose it, provided that the Third Party does not impose restrictions of confidentiality or non-use on the receiving Party and provided the Third Party did not derive the same directly or indirectly from the disclosing party; (iv) was already known to the receiving Party at the time of disclosure by the disclosing Party, without Third-Party restrictions of confidentiality or nonuse, as shown by the receiving Party's prior written records; or (v) is developed by or for the receiving Party independently of information obtained from the disclosing Party. Information disclosed under this Agreement or any Contract Supplement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general knowledge in the public domain or in the receiving Party's possession. In addition, no combination of features shall be deemed to be within the foregoing exceptions merely because individual features do fall within a stated exception, unless the combination itself and its principle of operations fall within a stated exception.

(9)"Contract" shall mean 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).

(10)"Contract Supplement" shall mean a separate document incorporated herein setting forth terms and conditions for a Subject Product purchase transaction between Corteva and/or its Affiliates and Vylor and/or its Affiliates, which could include purchasing and selling Affiliate parties, price (calculated in accordance with the terms of this Agreement), volume, Subject

Territory, term, specifications, shipment destination, mode of shipment and period of purchase, each in a form agreed to by the Parties in writing.

(11)"Contract Supplement Initial Term" shall mean the (i) for a Current Portfolio Product, Current Portfolio Contract Supplement Initial Term and (ii) for a Near-Term Product, the Near-Term Product Contract Supplement Initial Term.

(12)"Control" means, with respect to any Intellectual Property, (i) such Intellectual Property is owned by the applicable Person, and (ii) such Person has the ability to grant a license or other rights in, to and under such Intellectual Property 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 applicable Law or any Contract entered into as of or prior to the Effective Date between such Person or any of its Affiliates, on the one hand, and any Third Party, on the other hand, without needing to make payments to a Third Party, and without violating any Contract between such Person or any of its Affiliates, on the one hand, and any Third Party, on the other hand, existing at the time such Party would be first required hereunder to grant the other Party such license or other rights.

(13)"Copyrights" shall mean copyrightable works, copyrights (including in product label or packaging artwork or templates), moral rights, mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof.

(14)"Corteva Other Product" shall mean any Seed Treatment Product, other than a Current Portfolio Product or Near Term Product, for which Corteva is (a) the holder, owner, licensee, or authorized user of a Registration; or (b) the holder of supplemental distribution, subregistration, private-label, distributor or similar commercialization rights under another person's Registration, including alternative branded products, supplemental distribution products or any Seed Treatment Product that relies on an existing Registration through a determination of equivalence or similar regulatory mechanism.

(15) "Cost of Goods Sold" shall mean with respect to any Subject Product, the weighted average cost of Corteva (or, in the case of Current Direct Products, Vylor) and/or its Affiliates calculated consistent with the methodology used by Corteva for calculating the cost of goods sold for such Subject Product as of the Effective Date and otherwise in accordance with Corteva's (or, in the case of Current Direct Products, Vylor's) consistently applied accounting policies and generally accepted accounting principles (GAAP), the procurement ((i) in the case of Current Portfolio Products, from current sources listed in registrations of such Current Portfolio Products as of the Effective Date, (ii) in the case of Near-Term Products, from current sources listed in registration applications of such Near-Term Products as of the Effective Date and (iii) in the case of Current Direct Products, from the applicable Direct Supplier and, in the case of the foregoing clauses (i) through (iii), such additional sources approved by Vylor in writing (such consent not to be unreasonably withheld)), production, manufacture, packaging, labeling, and warehousing of such Subject Product, including, but not limited to, (i) raw materials, intermediates, and components, (ii) direct labor, (iii) manufacturing overhead, including utilities, depreciation,

maintenance and repairs, quality control and production supervision, (iv) packaging, labeling and in-plant handling; and (v) freight costs, duties and tariffs, taxes and insurance.

(16)"Current Direct Product" means the end-use product formulation of each of the Subject Products set forth in Schedule VI, with each Seed Treatment Product on a separate and different row in Schedule VI constituting a separate and different "Current Direct Product."

(17)"Current Portfolio Product" shall mean any Current Proprietary Product and any Current Third-Party Product.

(18)"Current Proprietary Product" shall mean any Seed Treatment Product set forth in Schedule I with "Proprietary" as its "Pricing Category," with each Seed Treatment Product on a separate and different row in Schedule I constituting a separate and different "Current Proprietary Product."

(19)"Current Third-Party Product" shall mean (i) any Seed Treatment Product set forth in Schedule I with "Third Party" as its "Pricing Category," with each Seed Treatment Product on a separate and different row in Schedule I constituting a separate and different "Current Third-Party Product" or (ii) any Current Direct Product to the limited extent the Parties or their respective Affiliates enter into a Contract Supplement with respect thereto and Vylor and/or its Affiliates purchases such Current Direct Product from Corteva and/or its Affiliates pursuant to such Contract Supplement.

(20)"Damages" shall mean any loss, damage, injury, claim, demand, payments (including those arising out of any settlement or judgment relating to any proceeding), award, fine, penalty, tax, fee (including reasonable out of pocket attorneys' or advisors' fees and disbursements incurred in the defense thereof), charge, cost (including reasonable costs of investigation) or expense of any nature, excluding, except as set forth in Section 14.4(c)(v), any incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits), but including amounts paid or payable to third parties in respect of any third-party claim for which indemnification hereunder is otherwise required (including components of such third-party claim relating to incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits)).

(21)"Direct Supplier" shall mean with respect to any Current Direct Product, the applicable Third Party supplier set forth in Schedule VI and its Affiliates.

(22)"Estimated Registration Date" shall mean, with respect to any Near-Term Product, the "Estimated Registration Date" of such Near-Term Product as set forth in Schedule IV.

(23)"Europe" means the European Union member countries as of the Effective Date, Turkey, Ukraine and United Kingdom; provided, however, that for any Subject Product, "Europe" shall exclude any country in which Corteva does not hold an active Registration for such Subject Product.

(24)"Force Majeure Event" shall mean, with respect to a Party, an event beyond the reasonable control and not due to the fault or negligence of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable without taking commercially unreasonable measures, and includes acts of God, storms, floods, droughts, riots, pandemics, epidemics, fires, sabotage, termination or expiration of a Third Party supply agreement by a Third Party, civil commotion or civil unrest, labor disputes or shortages, Laws (whether valid or invalid), embargoes, transportation interruptions, shortage or failure of utilities, raw materials or equipment, breakdown of manufacturing facilities, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution facilities.

(25)"Governmental Entity" shall mean 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.

(26)"Indemnifiable Loss" and "Indemnifiable Losses" shall mean any and all Damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

(27)"Intellectual Property" shall mean any and all rights (created or arising in any jurisdiction anywhere in the world, whether statutory, common law, or otherwise) to the extent arising from or related to intellectual property, including (i) Patents, (ii) Trademarks, (iii) Copyrights, (iv) rights in Know-How, (v) rights in Software, (vi) all other intellectual property or proprietary rights, (vii) all registrations and applications for registration of any of the foregoing clauses (i) through (vii) and (viii) all Actions and rights to sue at law or in equity for any past, present or future infringement, misappropriation or other violation of any of the foregoing.

(28)"Know-How" shall mean all confidential or proprietary information, including trade secrets, know-how and technical data, including any that comprise financial, business, scientific, technical, economic or engineering information and instructions, including any confidential or proprietary raw materials, material lists, raw material specifications, manufacturing or production files or specifications, plans, drawings, blueprints, design tools, quality assurance and control procedures, simulation capability, research data, manuals, compilations, reports, including technical reports and research reports, analyses, formulas, formulations, designs, prototypes, methods, techniques, processes, rights in research, development, manufacturing, financial, marketing and business data, pricing and cost information, customer and supplier lists and information, procedures, inventions and invention disclosure documents, in each case, other than Patents.

(29)"Law" shall mean any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, constitution, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(30)"Liabilities" shall mean any and all indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, reserved or unreserved, or determined or determinable, including those arising under any Law, Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, Damages or equitable relief which may be imposed and including all costs and expenses related thereto.

(31)"Major Country" shall mean, with respect to any Subject Product with a (i) Subject Territory of "North America," all countries in North America, (ii) Subject Territory of "Europe," the countries set forth in the applicable Contract Supplement and (iii) for any other Subject Product, the Subject Territory of such Subject Product.

(32) "Market Year" or "MY" shall mean, for each Subject Product, the twelve (12)-month period commencing on April 1 of the prior calendar year and ending on March 31 of the applicable calendar year (unless set forth otherwise in the applicable Contract Supplement for such Subject Product); provided that (i) the first Market Year shall commence on the Effective Date and end on March 31, 2027 and (ii) the last Market Year shall end on the date on which the Parties' obligations with respect to such Subject Product are terminated in accordance with the terms hereof.

(33)"Minimum Purchase Requirement" shall mean:

(i) with respect to any Current Portfolio Product and Market Year, the quantity of such Current Portfolio Product that would be necessary (in accordance with the applicable label of such Current Portfolio Product) for application as a Seed Treatment on the aggregate amount of units of Subject Crop Vylor Seeds equal to (x) the aggregate amount of units of Subject Crop Vylor Seeds treated with any Seed Treatment Product during such Market Year in the Subject Territory multiplied by (y) the Penetration Rate with respect to such Current Portfolio Product and such Market Year as set forth on Schedule I;

(ii) with respect to any Current Direct Product and Market Year, the quantity of such Current Direct Product that would be necessary (in accordance with the applicable label of such Current Direct Product) for application as a Seed Treatment on the aggregate amount of units of Subject Crop Vylor Seeds equal to (x) the aggregate amount of units of Subject Crop Vylor Seeds treated with any Seed Treatment Product during such Market Year in the Subject Territory multiplied by (y) the Penetration Rate with respect to such Current Direct Product and such Market Year as set forth on Schedule VI; and

(iii) with respect to any Near-Term Product and Commercialization Year, the quantity of such Near-Term Product that would be necessary (in accordance with the applicable label of such Near-Term Product) for application as a Seed Treatment on the aggregate amount of units of Subject Crop Vylor Seeds equal to (x) the aggregate amount of units of Subject Crop Vylor Seeds treated with any Seed Treatment Product during such Commercialization Year in the Subject Territory multiplied by (y) the Penetration Rate with respect to such Near-Term Product and such Commercialization Year as set forth on Schedule IV.

(34)"Modify" shall mean to change, alter or vary to make minor or fundamental differences to the formulation or composition of a Subject Product.

(35)"Near-Term Extension Product" shall mean any Seed Treatment Product set forth in Schedule IV with "Proprietary Extension" or "Third-Party Extension" as its "Pricing Category," with each Seed Treatment Product on a separate and different row in Schedule IV constituting a separate and different "Near-Term Extension Product."

(36)"Near-Term Launch Criteria" shall mean, with respect to any Near-Term Product, (i) the Registration of such Near-Term Product in any applicable Major Country, (ii) the PASSER Criteria and (iii) with respect to any Near-Term Product, any applicable Business Case Criteria.

(37)"Near-Term Other Product" shall mean any Seed Treatment Product set forth in Schedule IV with "Other" as its "Pricing Category," with each Seed Treatment Product on a separate and different row in Schedule IV constituting a separate and different "Near-Term Other Product."

(38)"Near-Term Product" shall mean any Near-Term Extension Product and Near-Term Other Product.

(39)"North America" shall mean the United States and Canada.

(40)"Party" or "Parties" shall have the meaning set forth in the preamble hereto.

(41)"PASSER Criteria" shall mean, with respect to a Near-Term Product, the testing process and evaluation criteria agreed by the Parties in writing and set forth in Schedule IX, or as otherwise modified in the applicable Contract Supplement, used to evaluate the suitability of a Seed Treatment Product for application to Vylor Seed to be set forth in the Contract Supplement for such Near-Term Product.

(42)"Patent" shall mean patents, patent applications (including patents issued thereon) and statutory invention registrations, patents of importation, patents of improvement, certificates of addition, design patents and utility models, including reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof.

(43)"Penetration Rate" shall mean the following, expressed as a percentage: (i) the aggregate amount of units of Subject Crop Vylor Seeds treated with the applicable Subject Product

(in accordance with the label of such Subject Product) divided by (ii) the aggregate amount of units of Subject Crop Vylor Seeds treated with any Seed Treatment Product.

(44)"Person" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(45)"Registration" shall mean the approval by the competent Governmental Entity permitting the marketing, sale and distribution of a Subject Product for use as Seed Treatment in the Subject Crop Vylor Seed and Subject Territory.

(46)"Reverse Engineer" shall mean to analyze, deconstruct or otherwise examine an object, product, composition, system or process for the purpose of reconstructing or replicating its design, architecture or functionality, including working backwards from any such object, product, composition, system or process.

(47)"Seed Treatment" shall mean the process of applying Seed Treatment Products to Seeds prior to the Seeds being transferred to the grower for planting.

(48)"Seed Treatment Products" shall mean (i) any formulated chemical or biological plant protection, plant growth regulator, biostimulant, nutritional or yield enhancement product that is registered or in the process of being registered for Seed Treatment uses, and (ii) any colorant, adhesive, coating or similar product that is used for Seed Treatment uses.

(49)"Seeds" shall mean seeds of any crop, which are (i) commercialized for planting purposes or (ii) used for research, development or testing purposes with the objective to develop seed to be commercialized for planting purposes.

(50)"Software" shall mean 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 to the extent related to any of the foregoing.

(51)"Specifications" shall mean, with respect to any Subject Product, the specifications for such Subject Product as set forth in the applicable Contract Supplement.

(52)"Subject Crop" shall mean the (i) with respect to any Current Portfolio Product, the crop set forth in Schedule I with respect to such Current Portfolio Product; (ii) with respect to any Current Direct Product, the crop set forth in Schedule VI with respect to such Current Direct Product, (iii) with respect to any Near-Term Product, the crop set forth in Schedule IV with respect to such Near-Term Product; and (iv) for all other Subject Products, the crops set forth in the applicable Contract Supplements. Notwithstanding the above, if the Parties enter into or amend a Contract Supplement setting forth Subject Crops inconsistent with those set forth in Schedule I or Schedule IV, the Subject Crops set forth in the applicable Contract Supplement shall govern.

(53)"Subject Product" means any Current Portfolio Product, Current Direct Product or Near-Term Product (or other Seed Treatment Product (including Corteva Other Product) with respect to which the Parties have entered into a Contract Supplement), as applicable; provided that (i) the provisions set forth in Section 5.13 and the Minimum Purchase Requirement shall not apply to any Seed Treatment Product (including Corteva Other Product) that is not a Current Portfolio Product, Current Direct Product or Near-Term Product and (ii) any of the foregoing shall cease to be a Subject Product upon the termination or expiration of all applicable Contract Supplements, except with respect to the provisions set forth in Section 14.11.

(54)"Subject Territory" shall mean (i) with respect to any Current Portfolio Product, the region, jurisdiction or jurisdictions set forth in Schedule I with respect to such Current Portfolio Product; (ii) with respect to any Current Direct Product, the region, jurisdiction or jurisdictions set forth in Schedule VI with respect to such Current Direct Product, (iii) with respect to any Near-Term Product, the region, jurisdiction or jurisdictions set forth in Schedule IV with respect to such Near-Term Product; and (iv) for all other Subject Products, the territory(ies) set forth in the applicable Contract Supplements. Any of the foregoing shall cease to be a Subject Territory with respect to a Subject Product upon the termination or expiration of all applicable Contract Supplements for such Subject Product in such region, jurisdiction or jurisdictions, except with respect to the provisions set forth in Section 14.11.

(55)"Tax" or "Taxes" shall mean all taxes, assessments, duties or similar charges of any kind whatsoever imposed by a Taxing Authority (or required by any Taxing Authority to be collected or withheld), in each case, in the nature of a tax, whether direct or indirect, together with any related interest, penalties or additional amounts; provided that, Taxes shall not include escheat or custom duties.

(56)"Taxing Authority" shall mean any Governmental Entity charged with the determination, collection or imposition of Taxes.

(57)"Territory" shall mean globally, unless otherwise specified in the applicable Contract Supplement.

(58)"Third Party" or "Third-Party" shall mean, as context so requires, any entity or individual other than Corteva or Vylor or any of their respective Affiliates.

(59)"Third Party Products" shall mean (i) Current Third-Party Products, (ii) the Near-Term Extension Products that list "Third-Party Extension" as their "Pricing Category" in Schedule IV; and (iii) such other Subject Products identified as Third Party Products in the applicable Contract Supplement.

(60)"Trademarks" shall mean trademarks, certification marks, service marks, trade names, domain names, favicons, social media addresses, service names, trade dress and logos, including all goodwill associated therewith, in each case whether or not registered, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

(61)"Vylor Seeds" shall mean (i) Seeds commercialized by Vylor and/or its Affiliates under one or more brands owned or Controlled by Vylor and/or its Affiliates, (ii) Seeds used by Vylor, its Affiliates, and their respective agents and representatives for the production of Seeds commercialized by Vylor and/or its Affiliates under one or more brands owned or Controlled by Vylor or to be used as "refuge" by a licensee of germplasm owned or Controlled by Vylor and/or its Affiliates, and (ii) such other Seeds that are agreed in writing by the Parties; provided that "Vylor Seeds" shall not include Seeds commercialized by Vylor and/or its Affiliates solely under a Third Party seed brand, out-license, or distribution arrangement (other than corn only under the [***] and [***] brands with their respective existing distributors)) unless otherwise agreed by the Parties in writing. For purposes of the definition of "Minimum Purchase Requirement," "Vylor Seeds" shall not include any production seed contemplated in subsection (ii) above.

(62)"Willful Misconduct" means a deliberate act, or deliberate failure to act, undertaken by a Person with the actual knowledge that the taking of such act, or failure to act, would, or would reasonably be expected to, cause a breach of this Agreement. "Willful Misconduct" shall include fraud.

ARTICLE II

SALE AND USE OF PRODUCTS

Section 2.1 Sale and Purchase Obligations. In accordance with, and subject to, the terms hereof, Corteva and/or its Affiliates shall sell to Vylor and/or its Affiliates, and Vylor and/or its Affiliates shall purchase from Corteva and/or its Affiliates and take delivery of, the Subject Products in the form(s) and packaging set forth in the applicable Contract Supplement. Except to the extent otherwise set forth in an applicable Contract Supplement, Subject Products are offered by Corteva to Vylor on a non-exclusive basis.

Section 2.2 Contract Supplements. No later than the Effective Date, the Parties or their respective Affiliates shall enter into Contract Supplements covering each of the Current Portfolio Products in the Subject Territories and Subject Crops set forth in Schedule I (for Current Direct Products, Contract Supplements shall only be entered into by the Parties in the event such Current Direct Product becomes not directly available from the applicable Direct Supplier unless otherwise agreed by the Parties) and the Near-Term Products in the Subject Territories and Subject Crops set forth in Schedule IV; provided that, all Contract Supplements relating to Near-Term Products shall be effective with respect to any Subject Territory upon such Near-Term Product satisfying (or being deemed to satisfy by the Parties in writing) the Near-Term Launch Criteria in accordance with Section 4.1. If at any time during the term of this Agreement, the Parties or their respective Affiliates reach an agreement with respect to the sale and purchase of any (i) Current Portfolio Products or Near-Term Products in additional Territories or Subject Crops; or (ii) other Seed Treatment Products, Corteva and Vylor shall enter into a Contract Supplement concerning the sale and purchase thereof. Each Contract Supplement will define the relevant Subject Products to be covered by the Contract Supplement, as well the respective Subject Crops and Subject Territory applicable to each Subject Product. The Parties agree that Contract Supplements with respect to Third-Party Products will include terms on a pass-through basis and Corteva will make the same representations and warranties and agree to the same indemnification obligations, in each

case of the foregoing, as are made by the Third Party in Corteva's Contract with the applicable Third-Party, such that Corteva will not have obligations to Vylor that are greater than or expanded from the obligations of such Third Party to Corteva.

Section 2.3Forecasts; Purchase Orders.

(a) Forecasts. In each individual Contract Supplement, Corteva and its Affiliates and Vylor and its Affiliates may agree on the respective forecast and order requirements and limitations applicable for deliveries of Subject Products under the respective Contract Supplement. Absent such separate agreement, the following shall apply:

(i) Schedule II sets forth Vylor's initial forecast of the quantity of each Current Portfolio Product that Vylor intends to purchase from Corteva each month during the eighteen (18)-month period following the Effective Date (the "Initial Current Portfolio Product Forecast"). For any Near-Term Product, after the date such Near-Term Product has satisfied the Near-Term Launch Criteria, Vylor shall promptly deliver its initial forecast of the quantity of such Near-Term Product that Vylor intends to purchase from Corteva each month during the eighteen (18)-month period starting from the date that is at least six months after the date of delivery of such initial forecast, unless otherwise agreed by Corteva in writing. If the Parties enter into a Contract Supplement after the Effective Date, such Contract Supplement shall contain the Initial Current Portfolio Product Forecast as agreed to by both Parties.

(ii)No sooner than thirty (30) days prior to the first day of each calendar month following the Effective Date and no later than the last day prior to the first day of such calendar month (each such calendar month, the "First Forecast Month") and no more than one time per month, Vylor shall provide Corteva an eighteen (18)-month forecast of the quantity of each Subject Product that Vylor estimates in good faith that it will purchase from Corteva from and including the First Forecast Month, substantially in the form of Schedule II (together with the Initial Current Portfolio Product Forecast, the "Rolling Forecasts").

(iii)If an updated Rolling Forecast is not provided for a month, the estimates set forth in the prior month's Rolling Forecast shall be deemed to apply with the estimate set forth in the last month of such Rolling Forecast defaulting to zero (0).

(iv)Except as set forth in Section 2.3(b), all Rolling Forecasts shall be for informational purposes only and shall not be a commitment to purchase. All forecasted amounts are calculated assuming delivery on the first day of the forecast month.

(b) Binding Forecasts.

(i) The initial six (6) months of the Initial Current Portfolio Product Forecast with respect to Current Portfolio Products pursuant to Section 2.3(a) shall be a binding commitment of Vylor to purchase the quantity of Subject Products in the applicable Subject Territory(ies) as set forth therein (the "Initial Binding Forecast") and Vylor shall

purchase from Corteva, and Corteva shall sell to Vylor, quantities in the aggregate no less than those set forth in the Initial Binding Forecast during the six (6) months set forth therein.

(ii)From and after the execution date of this Agreement, the quantities set forth in the Initial Binding Forecast shall not be modified without mutual agreement of Vylor and Corteva and with respect to each Rolling Forecast delivered thereafter, the quantities specified for the sixth month therein shall become a binding commitment of Vylor to purchase such that the first six (6) months of each Rolling Forecast is a binding obligation of Vylor to purchase the quantities of Subject Products set forth therein (the "Binding Forecast") in accordance with Section 2.3(c) of this Agreement.

(iii)After receipt of each Rolling Forecast, Corteva shall within ten (10) Business Days or earlier notify Vylor of any prospective problems it might have in respect of meeting the Binding Forecast for the sixth (6th) month, and provide notice of any prospective problems in delivering the volumes set forth for months seven (7) through eighteen (18) of the Rolling Forecast. The Parties agree to work together in good faith to determine volumes to the extent of any such difficulty. If the agreed-to volume solely with respect to any such month in the Binding Forecast is less than the volume in Vylor's most recent Binding Forecast, Vylor shall revise its Rolling Forecast within ten (10) Business Days to reflect the agreed-to volume for such month, and (i) Corteva shall relieve Vylor of the Binding Forecast associated with the reduced volume in such month and (ii) for purposes of the Minimum Purchase Requirement, the reduced volume shall be deemed purchased.

(iv)Vylor may not modify that portion of its Rolling Forecast that constitutes the Binding Forecast without the prior written consent of Corteva; provided, however, that if Vylor requests to increase the final three (3) months (months four (4) through six (6)) of a Binding Forecast by no more than [***] percent ([***]%), the Parties shall negotiate in good faith for Corteva to supply such increase; provided, further, that Corteva's failure to supply such increased amount for any reason shall not constitute a breach of this Agreement or a Supply Shortage. Any quantity forecasted for the ninth (9th) month of a Rolling Forecast ("Nine Months Out Quantity") may not subsequently be increased or decreased by more than [***] percent ([***]%) in any subsequent Rolling Forecast such that when the Nine Months Out Quantity first becomes part of a Binding Forecast as the quantity forecasted for the sixth month therein ("Six Months Out Quantity"), the Six Months Out Quantity is no more than [***] percent ([***]%) greater or lesser than the Nine Months Out Quantity, unless otherwise agreed by the Parties in writing or except that Vylor shall be permitted to increase or decrease the Six Months Out Quantity by more than [***] percent ([***]%) to the extent such increase or decrease is necessary due to Vylor not having received the applicable forecasts it needs from its internal sources at the time of delivery to Corteva of the Nine Months Out Quantity after having made reasonable best efforts to take into account needs and forecasts from its internal sources; provided that in the event that, the Six Months Out Quantity is increased by more than [***] percent ([***]%) from the Nine Months Out Quantity as permitted in the foregoing and Corteva is unable to deliver the excess of the increase above [***]

percent ([***]%) from the Nine Months Out Quantity (the "Permitted Excess"), Vylor's obligations under Section 2.1, Section 2.3, Section 2.5, Section 5.4 and Section 5.13(b)(i) shall be suspended with respect to such Subject Product, solely to the extent necessary to procure a quantity of Subject Product or alternative product up to the Permitted Excess or equivalent and (ii) Vylor shall be permitted to source alternative supply in accordance with the second and third sentences of Section 5.12(b) shall apply, *mutatis mutandis* (it being agreed that any such failure to supply the Permitted Excess shall not constitute a breach of this Agreement by Corteva or a Supply Shortage notwithstanding the references to Supply Shortage therein).

(c) Purchase Orders; Acceptance.

(i) Submission. Vylor and its Affiliates shall submit purchase orders to Corteva and its Affiliates with respect to each Subject Product such that the aggregated quantities of such Subject Products to be delivered in a month equals the Binding Forecast therefor, or such other amount as agreed by the Parties. Each purchase order shall be received by Corteva at least thirty (30) calendar days prior to the requested shipment date and shall specify the Subject Product, the quantity ordered, the requested delivery date and the delivery destination. The delivery destinations shall be limited to the locations set forth on Schedule III, set forth in the applicable Contract Supplement, and any other location approved by Corteva in writing (such approval not to be unreasonably withheld, conditioned or delayed). If any purchase order is not submitted in accordance with Section 2.3(c)(i), the Parties shall work together in good faith to resolve any issues with respect to such purchase order, and Corteva may not unreasonably withhold, condition or delay its acceptance of any such purchase order.

(ii)Quantity.

(A)Each purchase order submitted in accordance with Section 2.3(c)(i) above shall be deemed to have been accepted by Corteva solely with respect to the quantity set forth in the Binding Forecast for the applicable month and applicable Subject Territory, if the aggregate order quantity of any Subject Product for the applicable month and Subject Territory is equal or less than the quantity of such Subject Product for such month and Subject Territory as set forth in the applicable Binding Forecast.

(B)With respect to any purchase order submitted in accordance with Section 2.3(c)(i), if the aggregate order quantity of any Subject Product for any month exceeds the quantity of such Subject Product for such month and applicable Subject Territory as set forth in the applicable Binding Forecast, Corteva shall not be obligated to supply such excess; provided that Corteva shall use commercially reasonable efforts to supply such excess.

(C)For any month that Vylor purchases from Corteva an aggregate quantity of any Subject Product in excess of the quantity of such Subject Product for such month and applicable Subject Territory as set forth in the applicable Binding Forecast, subject to Vylor's written notice to Corteva that the purchase of such excess is a "pull-forward" prior to, or substantially concurrently with, the submission of the applicable purchase order for such excess

quantity, the following month's Binding Forecast quantity shall be reduced by the quantity of such Subject Product and applicable Subject Territory that exceeded the current month's Binding Forecast. Vylor shall take reasonable actions to reflect any such reduction in the next available Rolling Forecast submission. If Vylor and Corteva mutually agree to a later delivery date than as requested or specified in a purchase order for a Binding Forecast, such later delivery shall not be deemed a Supply Shortage unless otherwise expressly agreed by the Parties.

(D)Notwithstanding the above, (i) Corteva's deemed acceptance of the quantities set forth in a purchase order shall be subject to Corteva's prior receipt of confirmation from any applicable Third-Party supplier of such Subject Product in quantities sufficient for Corteva to meet its obligations therein and (ii) in the event Corteva does not receive such confirmation, Corteva shall notify Vylor of such fact within ten (10) Business Days following its receipt of the applicable purchase order. Any failure by Corteva to supply such Subject Product due to the applicable Third-Party supplier not confirming or meeting its obligation to deliver shall constitute a Supply Shortage but not otherwise be deemed a breach of this Agreement for which Corteva may be liable for damages and for the avoidance of doubt, any other Supply Shortage by Corteva that is not caused by a Third Party supplier shall be deemed a breach of this Agreement for which damages may be available as a remedy.

(iii)Other Terms.

(A)Notwithstanding the above, after receipt of such purchase order, Corteva shall within ten (10) Business Days following such receipt or earlier notify Vylor of any prospective problems it might have in respect of meeting the delivery dates or delivery locations. The Parties agree to work together in good faith to determine agreeable delivery dates or delivery locations to the extent of any such difficulty. Vylor will revise its purchase order within ten (10) Business Days to reflect such agreed-to delivery dates or locations.

(B)No additional terms or conditions set forth in any such purchase order (other than the quantities, delivery location and delivery dates) shall be binding upon Corteva, unless expressly agreed to in writing by Corteva in its sole discretion. Any additional terms contained therein shall be deemed to be a proposed offer of amended terms that shall be deemed rejected by Corteva and of no force or effect, notwithstanding any action or inaction by Corteva other than its express written approval of such additional terms.

(C)The terms and conditions of this Agreement and any applicable Contract Supplement shall apply to all purchase orders under this Agreement or any such Contract Supplement. If any terms and conditions contained in such purchase orders shall conflict with any terms and conditions contained in this Agreement or any such Contract Supplement, the terms and conditions of this Agreement and any such Contract Supplement shall control.

Section 2.4Pricing; True-Up.

(a) Current Proprietary Products. For each purchase order during the applicable Contract Supplement Initial Term, the purchase price of any specified quantity of any Current Proprietary Product shall be the Cost of Goods Sold for such specified quantity of such

Current Proprietary Product divided by [***]. Following the expiration of the applicable Contract Supplement Initial Term (i.e., any Current Portfolio Product Renewal Term or a Near-Term Product Renewal Term, as applicable), Vylor or its applicable Affiliate shall pay Corteva or its applicable Affiliate such prices for such Subject Products as are agreed between the Parties and set forth in the applicable Contract Supplement. All pricing and payments shall be made in United States Dollars where allowed by law and unless otherwise agreed by Corteva, Vylor or their respective Affiliates in such Contract Supplement.

(b) Current Third-Party Products. For each purchase order during the applicable Contract Supplement Initial Term, the purchase price of any specified quantity of any Current Third-Party Product shall be the Cost of Goods Sold for such specified quantity of such Current Third-Party Product divided by [***]. Thereafter, Vylor or its applicable Affiliate shall pay Corteva or its applicable Affiliate such prices for such Current Third-Party Products as are set forth in the applicable Contract Supplement. All pricing and payments shall be made in United States Dollars where allowed by law and unless otherwise agreed by Corteva, Vylor or their respective Affiliates in such Contract Supplement.

(c) Near-Term Extension Products. For each purchase order during the applicable Contract Supplement Initial Term, the purchase price of any specified quantity of any Near-Term Product shall be the Cost of Goods Sold for such specified quantity of such Current Proprietary Product divided by (i) [***] for those Near-Term Extension Products identified as "Proprietary Extension" as its "Pricing Category" in Schedule IV; or (ii) [***] for those Near-Term Extension Products identified as "Third-Party Extension" as its "Pricing Category" in Schedule IV. Thereafter, Vylor or its applicable Affiliate shall pay Corteva or its applicable Affiliate such prices for such Subject Products as are set forth in the applicable Contract Supplement. All pricing and payments shall be made in United States Dollars where allowed by law and unless otherwise agreed by Corteva, Vylor or their respective Affiliates in such Contract Supplement.

(d) Other Subject Products. Vylor or its applicable Affiliate shall pay Corteva or its applicable Affiliate such prices for all Near-Term Other Products and other Subject Products as are agreed by the Parties and set forth in the applicable Contract Supplement. All pricing and payments shall be made in United States Dollars where allowed by law and unless otherwise agreed by Corteva, Vylor or their respective Affiliates in such Contract Supplement.

(e) Use Expansion. In the event a Registration for a Near-Term Other Product is amended to reflect a new use as a Seed Treatment in a Subject Territory, the Parties may renegotiate the purchase price of such Near-Term Product to reflect the additional value of such use. If for any reason the Parties do not agree to modify the purchase price of such Near-Term Other Product, each in their sole discretion, the purchase price shall remain unchanged and the label of such Near-Term Other Product shall be deemed to have remain unchanged for such Near-Term Other Product and Vylor and its Sublicensees shall use the label for such Near-Term Other Product as written; provided that if any such Registration change in a Near-Term Other Product results in the creation of a new and/or extended product label, such label shall constitute a new Corteva Other Product unavailable to Vylor absent written agreement of the Parties.

(f) Continued Business Efficiency. During the period of each Contract Supplement for the applicable Subject Product, Corteva shall use commercially reasonable efforts to reduce its Cost of Goods Sold for all Subject Products that are subject to pricing based on Cost of Goods Sold, including using commercially reasonable efforts to execute cost reduction efforts ongoing as of the Effective Date. Prior to taking any action that would materially increase the Cost of Goods Sold or materially delay ongoing Cost of Goods Sold reductions during the term, Corteva shall evaluate in good faith whether reasonable alternatives exist.

(g) Subject Products True-Up.

(i) True-Up Statement. As soon as practicable (and in any event no later than thirty (30) calendar days after the end of each Market Year), Corteva shall prepare and deliver to Vylor a statement (a "Subject Product True-Up Statement") setting forth (w) Corteva's good faith calculation of the Cost of Goods Sold for the quantity of all Subject Products sold to Vylor and/or its Affiliates by Corteva and/or its Affiliates during such Market Year, the price of which was determined pursuant to this Agreement or the applicable Contract Supplement using the Cost of Goods Sold, on a product-by-product basis (the "Updated Cost of Goods Sold"), (x) the aggregate purchase price that Vylor and/or its Affiliates paid to Corteva and/or its Affiliates with respect to such Subject Products during such Market Year (the "Initial Purchase Price"), (y) the aggregate purchase price that Vylor and/or its Affiliates would have paid for such Subject Products during such Market Year if such aggregate Cost of Goods Sold was calculated using the Updated Cost of Goods Sold (the "Final Purchase Price") and (z) reasonably detailed supporting calculations and documentation. The Subject Product True-Up Statement shall be prepared in accordance with Corteva's standard accounting practices (to the extent applicable) applying generally accepted accounting principles.

(ii)True-Up Payment. If, with respect to any Market Year, (x) the Final Purchase Price minus the Initial Purchase Price (the "Subject Product True-Up Amount") is positive, then Vylor shall promptly pay to Corteva cash in an amount equal to the Subject Product True-Up Amount and (y) if the Subject Product True-Up Amount is negative, then Corteva shall promptly pay to Vylor cash in an amount equal to the absolute value of the Subject Product True-Up Amount; provided that Corteva may, in lieu of such payment to Vylor, offset such amount against the unpaid amounts that are due to Corteva by Vylor pursuant to this Agreement or a Contract Supplement.

(h) Annual Adjustments to Pricing.

(i) Following delivery of the Subject Product True-Up Statement, Corteva shall use the Updated Cost of Goods Sold for purchase price calculations for the then-current Market Year, except as adjusted to reflect known fixed costs different from those used to calculate the Updated Cost of Goods Sold or as otherwise agreed by the Parties in writing, such consent not to be unreasonably withheld.

(ii)Corteva shall (x) provide Vylor with quarterly indicative forecasts of the Cost of Goods Sold for each Subject Product to the extent used in the calculation of

such Subject Product's price, and (y) use commercially reasonable efforts to inform Vylor, as soon as practicable (and in any event no later than thirty (30) calendar days after Corteva's receipt of applicable new information) of the Cost of Goods Sold of any such Subject Product that is expected to increase by at least [***] percent ([***]%) relative to the prior Market Year and any significant market risk that could reasonably be expected to increase such Cost of Goods Sold by at least [***] percent ([***]%) relative to the prior Market Year.

Section 2.5Minimum Purchase Requirements.

(a) Purchase of Subject Products. Vylor covenants and agrees (for itself and on behalf of its Affiliates) that for each Market Year (with respect to Subject Products other than Near-Tem Products) or Commercialization Year (with respect to Near-Term Products), during the Contract Supplement Initial Term of each applicable Contract Supplement or such other duration as set forth in the applicable Contract Supplement, it shall purchase each Subject Product from Corteva or its Affiliates (or with respect to Current Direct Products, from either Corteva or its Affiliates or the applicable Direct Supplier) in amounts no less than the applicable Minimum Purchase Requirement, all of which will be subject to the terms and conditions of this Agreement; provided that (i) in the event of a Force Majeure Event, Supply Shortage or a Prolonged Supply Shortage, the quantity of Subject Product that would have been purchased by Vylor in accordance with the Binding Forecast but for such Force Majeure Event, Supply Shortage or such Prolonged Supply Shortage and that was not otherwise purchased by Vylor pursuant to this Agreement and replaced with a substitute product shall be deemed, for purposes of calculating the Minimum Purchase Requirement, purchased by Vylor without duplication (for the avoidance of doubt, for purposes of determining any Supply Shortage or Prolonged Supply Shortage, only the quantity of product that Corteva was unable to deliver from its Binding Forecast shall be taken into account and such calculation shall not be based on the quantity of substitute product that Vylor purchased) and (ii) in the event Corteva elects to refund the purchase price paid for non-conforming Subject Product (instead of replacing it) in accordance with Section 12.1, such non-conforming Subject Product shall be deemed purchased by Vylor (for the avoidance of doubt and duplication of relief, in each case of the foregoing (i) and (ii), the aggregate amount of units of Subject Crop Vylor Seeds treated with any Seed Treatment during such Market Year or Commercialization Year in the Subject Territory shall not be reduced for purposes of calculating the Minimum Purchase Requirement and any quantity of Subject Products deemed purchased in a Supply Shortage shall only be included in calculating the Minimum Purchase Requirement once, i.e. shall not be deemed purchased at the time of the Supply Shortage and then deemed purchased again at the time of the actual purchase if subsequently purchased pursuant to this Agreement). By way of example, in the event of a Supply Shortage in the amount of 1,000 gallons of a Subject Product, if Vylor (i) purchases an amount of replacement Seed Treatment Product that would be necessary (in accordance with the applicable label of such replacement Seed Treatment Product) for application as a Seed Treatment on the same aggregate amount of units of Subject Crop of Vylor Seeds treatable by 600 gallons of the Subject Product during the Supply Shortage and for a reasonable period of time following such Supply Shortage (in accordance with Section 5.12(b), (ii) purchases 300 gallons of the Subject Product following the end of such Supply Shortage and (iii) uses 100 gallons of its safety stock of such Subject Product, only the 600 gallons of Subject Product replaced

by such replacement Seed Treatment Product would be deemed purchased by Vylor hereunder for purposes of calculating the Minimum Purchase Requirement notwithstanding purchase from an alternative supplier.

(b) Compliance Reports. As soon as practicable, and in any event no later than thirty (30) calendar days, following (x) the end of each of the first three quarters of each Market Year and (y) the end of each Market Year, Vylor shall prepare and deliver to Corteva and the Steering Committee a statement setting forth in reasonable detail Vylor's compliance with the Minimum Purchase Requirement for each Subject Product in the applicable Subject Territory with respect to such quarter or Market Year, as applicable, including any shortfalls (any such shortfall, each a "Minimum Purchase Shortage").

(c) Failure to Meet Minimum Purchase Requirements. No later than thirty (30) calendar days following the delivery of a statement to Corteva that sets forth any Minimum Purchase Shortage or Vylor's receipt of an audit report identifying a Minimum Purchase Shortage pursuant to Section 2.5(d) below, Vylor shall propose corrective actions to the Steering Committee. The Steering Committee shall promptly (and in any event no later than ten (10) Business Days after its receipt of such proposed corrective actions) meet to review, evaluate and discuss such Minimum Purchase Shortage and proposed corrective actions prior to the exercise by Corteva of any remedies available to it. Within ten (10) Business Days after meeting to review such Minimum Purchase Shortage, the Steering Committee shall determine the obligations of the Parties with respect to such affected Subject Product (which may, for the avoidance of doubt, include a financial payment to Corteva) and corrective actions to be taken by Vylor. Vylor shall promptly implement any corrective actions that are approved by the Steering Committee. If (i) the Steering Committee is unable to reach a resolution within ten (10) Business Days after meeting to review such Minimum Purchase Shortage and/or proposed corrective actions or (ii) within sixty (60) calendar days following such approval by the Steering Committee, the Minimum Purchase Shortage is not resolved or Vylor's compliance with its obligations under Section 2.5 is not materially improved, then, without limiting the other remedies available to Corteva under this Agreement, Corteva shall have the right to terminate the Parties' respective obligations with respect to such affected Subject Product under this Agreement or any Contract Supplement (without affecting the validity or enforceability of such obligations with respect to any other Subject Product), subject to Section 9.3.

(d) Corteva Audits. Except as set forth in any Contract Supplement, Corteva shall have the right, once per calendar year during the term of this Agreement (and once during the one-year period following the termination of this Agreement), at its own expense and on thirty (30) calendar days advance written notice to Vylor, to have an independent auditor (who has executed an appropriate confidentiality agreement reasonably acceptable to Vylor) audit the books and records of Vylor or any of its Affiliates for the sole purpose of certifying Vylor's compliance with the Agreement, including but not limited to its Minimum Purchase Requirement for each Subject Product, its Support Fee obligation, and compliance with the exclusivity requirements, with respect to the preceding three (3) Market Years; provided that (i) any such audit shall take place during reasonable business hours on a mutually agreed upon date and (ii) such auditor shall in no event be entitled to any contingency fee (or otherwise have any portion of its compensation be directly or indirectly determined based on the outcome of such audit). Vylor may designate

competitively sensitive information which such auditor may see and review but which it may not disclose to Corteva and all such books and records, and any applicable audit report and findings, shall be the Confidential Information of Vylor and subject to the terms of Section 13.1 (*Confidentiality; Privileged Information*). Corteva shall provide to Vylor a copy of each such audit report promptly after its receipt thereof. In the event that any such audit indicates any underpayment of amounts payable to Corteva and/or its Affiliates pursuant to this Agreement or any Contract Supplement, (x) Vylor shall pay to Corteva (within thirty (30) calendar days following the date of delivery of such audit report to Vylor or, if disputed in good faith, the final determination of the underpayment amount) the amount of such underpayment plus (if the underpayment exceeds $[***]) interest on such amount of underpayment accruing monthly from the date of such underpayment until such amount is paid at [***]% per month from the relevant payment date through the date of payment (provided that such interest rate shall not exceed the maximum rate permitted by applicable Law) and (y) in the event that such underpayment exceeds $[***], Vylor shall reimburse Corteva for any reasonable out-of-pocket costs and expenses incurred by Corteva in connection with such audit. If either Party has a good faith dispute with respect to the findings of such audit, the parties shall follow the dispute resolution procedures set forth in Section 14.4 (*Governing Law; Dispute Resolution*).

Section 2.6Adjustments to Minimum Purchase Requirements.

(a) For any Subject Product with respect to a Subject Territory (or any political subdivision thereof), in the event of (i) a suspension or cancellation of the Registration by a Governmental Entity or (ii) regulatory changes in approved uses or labeling by a Governmental Entity (together with clause (i), collectively, a "Regulatory Event"), the aggregate amount of units of Subject Crop Vylor Seeds that Vylor treated with a Seed Treatment Product for sale in such Subject Territory or applicable political subdivision thereof following the enactment, issuance or promulgation by the applicable Governmental Entity of such Regulatory Event in the applicable Market Year or Commercialization Year shall automatically be excluded from the aggregate amount of units of Subject Crop Vylor Seeds treated with any Seed Treatment Product for purposes of the determining the Minimum Purchase Requirement. If such Regulatory Event has not yet been enacted, issued or promulgated but is reasonably expected to occur, then Vylor shall refer such issue to the Steering Committee for appropriate resolution by the Steering Committee and in the event the Steering Committee is unable to reach a resolution, the issue shall be escalated through the dispute resolution procedures set forth in Section 14.4 (*Governing Law; Dispute Resolution*); provided that, to the extent Vylor is seeking or obtains relief from the Steering Committee with respect to its obligations relating to a Subject Product in connection with a Regulatory Event that is not yet enacted, issued or promulgated, Vylor shall not be permitted to purchase such Subject Product or a Restricted Product with the same active ingredients as such Subject Product from a Third Party.

(b) After taking all possible mitigation steps outlined in Section 2.7 and Section 2.8 below, either Party may request an adjustment to the Minimum Purchase Requirement for the following reasons: (i) technical reasons including documented product efficacy or seed safety concerns supported by field trial data or independent testing results, (ii) material changes in the competitive landscape that render the committed Minimum Purchase Requirement commercially unreasonable for such Party, (iii) the Cost of Goods Sold for a Current Portfolio Product or Current

Direct Product in the Subject Territory increases by more than [***] percent ([***]%) of the Cost of Goods Sold for such Current Portfolio Product or Current Direct Product in the Subject Territory as of the Effective Date (in excess of any increase in the Producer Price Index (as published by the U.S. Bureau of Labor Statistics or any successor agency)); (iv) the Cost of Goods Sold for a Near-Term Extension Product in the Subject Territory increases by more than [***] percent ([***]%) of the Cost of Goods Sold for such Near-Term Extension Product in a Subject Territory as of the Initial Commercialization Date (in excess of any increase in the Producer Price Index (as published by the U.S. Bureau of Labor Statistics or any successor agency)) or (v) the Cost of Goods Sold for a Near-Term Extension Product in the Subject Territory as of the Initial Commercialization Date increases by more than [***] percent ([***]%) of the estimated Cost of Goods Sold for such Near-Term Extension Product in the Subject Territory as of the Initial Commercialization Date set forth in the applicable Contract Supplement (in excess of any increase in the Producer Price Index (as published by the U.S. Bureau of Labor Statistics or any successor agency)); provided that, at least ten (10) Business days prior to requesting an adjustment to the Minimum Purchase Requirement pursuant to the foregoing clauses (iii) and (iv) to the Steering Committee, Vylor shall provide Corteva written notice of its intent to request an adjustment to the Steering Committee. Upon receipt of such written notice, Corteva shall have the option to reduce its margin on the applicable Subject Product as it may determine in its sole discretion to reduce the impact of the increase in the Cost of Goods Sold. In the event such reduction by Corteva reduces the price to be paid by Vylor to an amount below the applicable amount that would result from an increase in the Cost of Goods Sold by the percentages set forth in clauses (iii) or (iv) herein, as applicable, Vylor may not request an adjustment to the Minimum Purchase Requirement for the reasons set forth in foregoing clauses (iii) or (iv). To the extent Corteva has reduced its margin for any Subject Product pursuant to the foregoing, if its Cost of Goods Sold position improves thereafter, the economic benefit of such improvement shall accrue to Corteva and Corteva shall not be obligated to pass on such improvement to Vylor until the benefit accrued to Corteva pursuant to such improvement is equal to the aggregate amount of margin it did not take pursuant to the foregoing. Any such request shall (v) be submitted to the Steering Committee in writing, accompanied by a detailed written explanation and supporting documentation regarding the grounds for the request and the extent of material adverse impact to a Party that has occurred or is reasonably expected to occur; (w) subject to the written approval of the Steering Committee; (x) apply only to the impacted Subject Product and Market Year; (y) not take effect retroactively; or (z) modify any Binding Forecast without Corteva's prior written consent. The other Party may, but shall not obligated to, provide a detailed response to the Steering Committee in writing, accompanied by any supporting documentation, regarding the constraints in question, the commercial impact of such adjustment, any terms or conditions herein that were agreed in-whole or in-part in reliance upon the Minimum Purchase Requirement, irrevocable Third Party commitments incurred, factors causing the ground for the request and other adjustments that could mitigate the impact of such change or benefit of the bargain memorialized herein. Any adjustment to the Minimum Purchase Requirement or Penetration Rate made by the Steering Committee shall take into account the foregoing factors and be on an equitable basis to the Parties. If a good faith dispute remains following a review of both statements and the Steering Committee is unable to reach a resolution, the issue shall be escalated through the dispute resolution procedures set forth in Section 14.4 (*Governing Law; Dispute Resolution*).

Section 2.7Product Substitutions. Either Party may request to substitute any Subject Product with a different Seed Treatment Product offered for sale by Corteva and/or its Affiliates for: (i) regulatory changes (such as withdrawal or suspension of a Registration); (ii) documented product performance issues (including efficacy shortfalls or seed safety concerns, or performance gaps against market alternatives which could be deemed to materially impact Vylor's Seed volumes); (iii) extended supply shortages beyond the reasonable control of Corteva; or (iv) a Force Majeure Event. Any such request shall (w) be submitted to the Steering Committee in writing, accompanied by a detailed written explanation and supporting documentation; (x) subject to the written approval of the Steering Committee; (y) apply only to the impacted Subject Product; and (z) not take effect retroactively. Unless otherwise agreed by the Steering Committee in writing, the substitute Seed Treatment Product shall be deemed to have the same pricing category as the substituted Subject Product and be subject to the same Minimum Purchase Requirements. If an additional Contract Supplement is required to effect such substitution, the initial term of such additional Contract Supplement shall expire on the expiration date of the affected Subject Product Contract Supplement Initial Term; provided, however, that if such Contract Supplement Initial Term has already expired, the additional Contract Supplement's term shall be deemed a Current Portfolio Product Renewal Term or a Near-Term Product Renewal Term, as applicable, for purposes of this Agreement.

Section 2.8Product Modifications. Vylor may request Corteva to modify any Subject Product with change in the composition, source, raw material, manufacturing process, manufacturing location or test methods of a Subject Product for quality or logistical constraints including: (i) regulatory changes (such as withdrawal or suspension of a Registration); (ii) documented product performance issues (including efficacy shortfalls or seed safety concerns); or (iii) supply disruptions beyond the commercially reasonable control of Corteva; provided that, Corteva shall not be required to make any modifications requiring regulatory approval.

Section 2.9Use of Subject Products. Except as explicitly authorized pursuant to Section 5.5(a) or in any Contract Supplement, Vylor shall (i) use the Subject Products solely as Seed Treatment on Vylor Seeds for the applicable Subject Crop and Subject Territory in accordance with all applicable Subject Product labels, applicable Law and the terms and conditions of this Agreement and any applicable Contract Supplements; and (ii) not sell, offer for sale, or otherwise transfer Subject Product to a Third Party for resale of Subject Product, unless explicitly allowed by this Agreement, including a sale to a Downstream Treater pursuant to Section 5.5(a), or approved by Corteva in writing. Purchaser's and any Downstream Treater's (if applicable) use of the Subject Product shall be subject to the application rates specified in the applicable Registration.

ARTICLE III
CURRENT DIRECT PRODUCTS

Section 3.1Support Fee. For any Current Direct Product that Vylor and/or its Affiliates purchase from a Direct Supplier, Vylor shall pay Corteva [***] percent ([***]%) of the Cost of Goods Sold accrued by Vylor and/or its Affiliates to such Direct Supplier (the "Support Fee"). The Parties acknowledge and agree that the Support Fee is payable in recognition of the

regulatory, branding, intellectual property development and protection, stewardship and other support provided by Corteva relating to the Current Direct Products.

Section 3.2Support Fee Statement. No later than thirty (30) calendar days following the end of each Market Year, Vylor shall prepare and deliver to Corteva a statement (a "Support Fee Statement") setting forth (i) the aggregate Cost of Goods Sold accrued by Vylor and/or its Affiliates to a Direct Supplier with respect to any Current Direct Product during such Market Year on a product-by-product basis, (ii) the aggregate Support Fee payable with respect to such Market Year; and (iii) reasonably detailed supporting calculations and documentation. The Support Fee Statement shall be prepared in accordance with Vylor's standard accounting practices (to the extent applicable and consistent with generally accepted accounting principles).

Section 3.3Support Fee Payment. If, with respect to any Market Year, Vylor shall promptly pay to Corteva cash in an amount equal to the Support Fee Product; provided that Corteva may, in lieu of such payment by Vylor, offset such amount against the unpaid amounts that are due to Vylor by Corteva pursuant to this Agreement or a Contract Supplement.

ARTICLE IV

NEAR-TERM PRODUCTS

Section 4.1Supplements. All Contract Supplements relating to Near-Term Products shall be effective with respect to any Subject Territory upon such Near-Term Product satisfying (or being deemed to satisfy by the Parties in writing) the Near-Term Launch Criteria in accordance with the terms hereof.

Section 4.2Near-Term Launch Registration. Corteva shall use commercially reasonable efforts to obtain (and, as applicable, maintain and defend), at its own expense, all Registrations of each Near-Term Product by the Estimated Registration Date of such Near-Term Product in the applicable Subject Territories set forth in Schedule IV that constitute Major Countries. Corteva shall not take any action that would intentionally delay a Subject Product Registration beyond the Estimated Registration Date as defined in Schedule IV, except to the limited extent such action is deemed by Corteva to be commercially reasonable under the circumstances.

Section 4.3Near-Term Launch Criteria.

(a) General. Notwithstanding anything herein to the contrary, Vylor shall not be required to purchase from Corteva, and Corteva shall not be required to sell to Vylor, any Near-Term Product until such Near-Term Product satisfies (or is deemed to satisfy by the Parties in writing) the Near-Term Launch Criteria in accordance with the terms hereof.

(b) Registration; Registration Delays. Corteva shall comply with the obligations set forth in Section 5.6. If Corteva does not obtain (and, as applicable, maintain and defend) all necessary Registrations with respect to any Near-Term Product in the applicable Major Countries as set forth in the Contract Supplement for such Near-Term Product by the date that is

two (2) years following the Estimated Registration Date and as a result of such delay the Initial Commercialization Date is more than four (4) years following the Estimated Registration Date, the Parties shall negotiate, in good faith, a mutually agreed reduced period for Vylor to purchase such Near-Term Product, and, if a good faith dispute remains following a review of both statements, the Parties shall follow the dispute resolution procedures set forth in Section 14.4 (*Governing Law; Dispute Resolution*); provided, however, if such Registration is delayed more than three (3) years following the applicable Estimated Registration Date (excluding any period of delay attributable to Force Majeure Event(s) relating to the Subject Product), Vylor shall have the right to terminate the affected Contract Supplement to the extent related to the affected Subject Product. For the avoidance of doubt, where a Subject Territory for a Near-Term Product includes more than one country, any delay in obtaining Registration in one country within such Subject Territory shall not reduce the period of Vylor's obligation to purchase (or Corteva's obligation to sell) such Near-Term Product in any other country within such Subject Territory in which the applicable Registration has been obtained, nor shall such delay entitle either Party to terminate or modify the applicable Contract Supplement with respect to such other country, so long as the Registrations have been obtained for the requisite Major Countries (which shall be deemed to be at least one (1) Major Country unless otherwise specified in the Contract Supplement for such Near-Term Product) for such Near-Term Product.

(c) PASSER Criteria. The Parties shall use commercially reasonable efforts, including continuing all ongoing Near-Term Product evaluations, to confirm that such Near-Term Products satisfy the PASSER Criteria. If the Parties determine that a Near-Term Product fails to satisfy the PASSER Criteria, the Parties shall use commercially reasonable efforts to modify such Near-Term Product such that it would satisfy the PASSER Criteria. If the Parties are unable to determine that a Near-Term Product satisfies the PASSER Criteria by the date that is two (2) years following the Estimated Registration Date and as a result of such delay the Initial Commercialization Date is more than four (4) years following the Estimated Registration Date, (i) to the extent the cause of the delay in satisfaction of the PASSER Criteria was primarily attributable to the actions or omission of Corteva or the parties are deemed to be jointly responsible, the period of Vylor's obligation to purchase (and Corteva's obligation to sell) such Near-Term Product pursuant to Section 4.4 shall be reduced and the Parties shall negotiate, in good faith, a mutually agreed period for Vylor to purchase such Near-Term Product; and (ii) to the extent the cause of the delay in satisfaction of the PASSER Criteria was primarily attributable to the actions or omission of Vylor, the Contract Supplement Initial Term for such Near-Term Product shall remain unchanged; in each case of the foregoing (i) and (ii), if a good faith dispute remains following a review of both statements, the Parties shall follow the dispute resolution procedures set forth in Section 14.4 (*Governing Law; Dispute Resolution*) and provided, further, if the Parties are unable to determine that a Near-Term Product satisfies the PASSER Criteria by the date that is three (3) years following the Estimated Registration Date (excluding any period of delay attributable to Force Majeure Event(s) relating to the Subject Product or primarily attributable to the actions or omissions of Vylor), Vylor shall have the right to terminate the affected Contract Supplement to the extent related to the affected Subject Product.

(d) Business Case Criteria. If at any time prior to Registration a Party determines that any applicable Business Case Criteria has not been satisfied with respect to a

Near-Term Product in a Subject Territory, such Party shall immediately notify the other Party to discuss the cause of such determination and attempt to resolve the matter in good faith.

(e) Resolution. If the Parties disagree with respect to whether any Near-Term Product shall be deemed to have satisfied the Near-Term Launch Criteria, both Vylor and Corteva shall provide the other Party with a written statement setting forth their rationale for such position, together with reasonably detailed supporting documentation. If a good faith dispute remains following a review of both statements, the Parties shall follow the dispute resolution procedures set forth in Section 14.4 (*Governing Law; Dispute Resolution*).

(f) Failure to Satisfy Criteria. If pursuant to Section 4.3(e) above, the Parties agree in writing that a Near-Term Product does not satisfy the Near-Term Launch Criteria, (i) such Near-Term Product shall cease to be a Subject Product (in the case of a Near-Term Other Product) or such Near-Term Product shall cease to be a Subject Product for the applicable Subject Territory and/or Subject Crop (in the case of a Near-Term Extension Product) and (ii) the applicable Contract Supplement(s) shall be automatically terminated or modified, as applicable. To the extent modified to the extent related to the affected Subject Product, the Parties shall use commercially reasonable efforts to cause any modification to maintain the spirit of the terms set forth in Schedule IV and the applicable Contract Supplements with respect to any Subject Products.

(g) Near-Term Product ROFO. If any Near-Term Product is deemed to not satisfy the Near-Term Launch Criteria due to a failure to satisfy any applicable Business Case Criteria, Vylor and its Affiliates shall not be permitted to purchase a replacement or substitute product of such Near-Term Product from a Third Party at a net price that is higher than the price offered by Corteva for such Near-Term Product on a per seed unit basis.

(h) Regulatory Reimbursement. In the event Vylor determines to not sell, market, distribute or otherwise transfer Vylor Seeds in a certain jurisdiction to which a Subject Product under this Agreement relates (excluding in a Business Sale) and to the extent Corteva is unable to (or determines it will not) sell or distribute such Subject Product in the relevant jurisdiction for some or all of its labeled uses, Vylor agrees to reimburse Corteva for the expenses it incurred to satisfy the Near-Term Launch Criteria for such Subject Product in such jurisdiction, including out-of-pocket expenses for regulatory studies, field trials, regulatory submissions and internal costs up to a maximum of $[***].

Section 4.4Commercialization in Subject Territories. With respect to any Near-Term Product that satisfies (or is deemed by the Parties in writing to satisfy) the Near-Term Launch Criteria in accordance with the terms hereof, within twelve (12) months of the first date on which all applicable Registrations of such Near-Term Product have been obtained (and, as applicable, maintained) in the Subject Territory, Vylor and/or its Affiliates shall commence purchases from Corteva and/or its Affiliates, and Corteva and/or its Affiliates shall commence sales to Vylor and/or its Affiliates, of such Near-Term Product in such Subject Territory in accordance with, and subject to, the terms hereof. With respect to each Contract Supplement, the earlier of (i) the first day of the Market Year in which the Penetration Rate of such Near-Term Product for Subject Crop Vylor Seeds to be sold in the Major Countries equals or exceeds the Penetration Rates identified for Year 1 in Schedule IV for such Major Countries; or (ii) the first day of the third full Market

Year following receipt by Corteva or its Affiliates of the applicable necessary Registrations in at least one (1) Major Country in the Subject Territory as set forth in the applicable Contract Supplement shall be deemed the "Initial Commercialization Date".

Section 4.5 Commercialization in Other Territories. If, during the Term, the Parties agree for Vylor to commercialize a Near-Term Product in a territory other than the Subject Territories set forth in Schedule IV, the Parties shall enter into a Contract Supplement consistent with the terms of this Agreement and all applicable terms set forth in other Contract Supplements with respect to such Near-Term Product; provided, however, that unless otherwise set forth in such Contract Supplement, (i) such Subject Territories shall not constitute Major Countries; (ii) no Minimum Purchase Requirements shall be established for such additional Subject Territories, (iii) all purchases made pursuant to such Contract Supplement shall be excluded from the calculation of whether any Minimum Purchase Requirements otherwise set forth herein have been satisfied; and (iv) the term of such Contract Supplement may be for the period agreed by the Parties in writing.

Section 4.6 Forecasts. Except as otherwise set forth in the applicable Contract Supplement or as otherwise agreed by the Parties in writing, commencing on the date that is twelve (12) months prior to the first day of the calendar month on which Vylor requests initial delivery of a Near-Term Product in a Subject Territory, Vylor shall provide a Binding Forecast and Rolling Forecast in accordance with Section 2.3.

Section 4.7 Replacing Current Portfolio Product. Any purchases by Vylor or its Affiliates of any Near-Term Product known as "[***]" for a Subject Crop in a Subject Territory shall be deemed a purchase of both "[***]" (a Near-Term Product) and "[***]" (a Current Portfolio Product) for purposes of calculating the Minimum Purchase Requirement for such Subject Crop in such Subject Territory.

ARTICLE V

OTHER AGREEMENTS

Section 5.1 Compliance with Applicable Laws. The Parties agree that they will fully comply with all applicable Laws when implementing this Agreement and any Contract Supplement.

Section 5.2 Global Approach. The Parties agree that there is mutual benefit for the Parties to manage their business relationships related to Subject Products under a global agreement. To this end, the Parties agree that, unless otherwise agreed by the Parties on a case-by-case basis in writing, any purchase by Vylor and/or its Affiliates worldwide of Subject Products from Corteva and/or its Affiliates shall be governed by the terms and conditions set forth in this Agreement.

Section 5.3 Title and Risk. Title to, and risk of loss of, the Subject Products shall pass from Corteva and/or its Affiliates to Vylor and/or its Affiliates in accordance with the applicable Incoterms provided in the applicable Contract Supplement. Corteva shall select the

method of shipment and the carrier to the delivery location. It is the intention of the Parties for such applicable Incoterms to be as follows: (a) for all Third Party Products to be the same Incoterms as set forth in the applicable supply agreement between Corteva and its supplier; and (b) for all Subject Products other than Third Party Products to be CPT (Carriage Paid To) under Incoterms 2020.

Section 5.4Exclusivity.

(a) During the Contract Supplement Initial Term of each Current Portfolio Product or Near-Term Product, except as set forth in the applicable Contract Supplement, in a Force Majeure Event or as set forth in Section 2.3(b)(iv) or Section 5.12, Vylor and its Affiliates shall purchase such Current Portfolio Product or Near-Term Product exclusively from Corteva and/or its Affiliates in accordance with the terms of this Agreement. Further, during the applicable Contract Supplement Initial Term, Vylor shall not purchase, manufacture or have manufactured or apply to Vylor Seed any other Seed Treatment Product that contain the same active ingredient(s) as any Current Portfolio Product or Near-Term Product (each a "Restricted Product") for Seed Treatment in any Subject Territory or Subject Crop set forth in such Contract Supplement. Vylor and its Affiliates shall not be required to purchase any Corteva Other Product or any other Seed Treatment Product exclusively from Corteva and/or its Affiliates pursuant to this Agreement unless otherwise agreed by Corteva, Vylor or their respective Affiliates in the applicable Contract Supplement.

(b) For so long as the obligations of the Parties under this Agreement or any Contract Supplement require the sale and purchase of any Near-Term Product known as "[***]," Corteva and/or its Affiliates shall not sell or otherwise distribute a [***] version of the Seed Treatment Product known as "[***]" to any Third Party other than Vylor and/or its Affiliates for use as Seed Treatment on any Seeds.

(c) For so long as the obligations of the Parties under this Agreement or any Contract Supplement require the sale and purchase of any Near-Term Product known as "[***]," Corteva and/or its Affiliates shall not sell or otherwise distribute a [***] version of the Seed Treatment Product known as "[***]" to any Third Party other than Vylor and/or its Affiliates for use as Seed Treatment on any soybean Seeds.

(d) For so long as the obligations of the Parties under this Agreement or any Contract Supplement require the sale and purchase of any Near-Term Product known as "[***]," and "[***]" Vylor shall have a distinct and exclusive name for such products. Corteva shall not modify the name of any such product without Vylor's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

(e) Subject to any limitations set forth in the Trademark License Terms and as set forth in this Section 5.4, nothing in this Agreement shall prevent Corteva and/or its Affiliates from selling any Subject Products to any Person.

Section 5.5Distribution Rights.

(a) Vylor and/or its Affiliates shall have the right to sell or otherwise distribute any Subject Product in North America to any Third Party representative of Vylor authorized by Vylor to treat Vylor Seed with one or more of the Subject Products supplied by Vylor or its Affiliates in connection with the sale of Vylor Seeds (each a "Downstream Treater" and, such right together with any similar distribution rights granted in any Contract Supplement, "Distribution Rights"); provided that (i) such sales shall be made in the ordinary course of business as conducted as of the Effective Date, and (ii) Vylor shall apply such Subject Products solely as Seed Treatment on the applicable Subject Crop Vylor Seed in the Subject Territory in accordance with the applicable Subject Product label and the terms and conditions of this Agreement and any Contract Supplement. Vylor shall not grant any Downstream Treater or other Third Party the right to resell or redistribute any Subject Product as a Seed Treatment Product without Corteva's prior written consent. Except as set forth above, Vylor shall be free to determine the commercial conditions applicable to sales or other distributions to any Downstream Treater. "Downstream Treater" shall mean [***].

(b) Corteva shall not sell or otherwise distribute directly to any Downstream Treater, any Subject Product or any Seed Treatment Product that is marketed or positioned as a substitute or replacement of a Subject Product, in each case, for Seed Treatment uses in North America on Vylor Seeds. Corteva shall not, prior to the date that is two (2) years prior to the expiration of the applicable Contract Supplement Initial Term for such Current Portfolio Product or Near-Term Product, initiate or maintain conversations with any Downstream Treater regarding the sale or supply of any such Current Portfolio Product or Near-Term Product or any applicable Restricted Product. For the avoidance of doubt, this Section 5.5(b) shall not restrict Corteva from initiating or maintaining contact with any Downstream Treater (x) regarding the sale or supply of any product that is not a Current Portfolio Product or Near-Term Product or any such Restricted Product or (y) to the extent related to customary due diligence in connection with a potential consolidation, merger or other business combination.

Section 5.6Registrations. Corteva shall, at its sole expense, use commercially reasonable efforts to obtain, maintain and defend all Registrations, amendments thereof and uses of each Subject Product as Seed Treatment on the Subject Crop Vylor Seed in the Subject Territory. Corteva shall notify Vylor in writing within [***] Business Days of receipt of any information indicating that any Registration for a Subject Product is expiring, being cancelled, amended or otherwise subject to a notice, demand or other Governmental Entity action that could negatively impact the Registration of, or the ability to market, purchase or sell the Subject Products.

Section 5.7Samples; Records.

(a) Vylor shall retain samples of Seed treated with the Subject Products in accordance with applicable Law, and shall make such samples available to Corteva if Corteva requires such samples to address an inquiry from the applicable Governmental Entity in the Subject Territory regarding the respective Registration or a Third-Party Action.

(b) Vylor shall maintain, in accordance with generally recognized commercial accounting principles and practices, complete and accurate records of all matters relating to Vylor's performance under this Agreement and any Contract Supplement, including a copy of all pertinent documents and information relating to units of Seeds treated with any Subject Product (and, to the extent Distribution Rights have been granted, relating to any Subject Product sold or otherwise distributed to any Third Party), that enable Vylor to demonstrate compliance with its obligations under this Agreement and any Contract Supplement. Vylor shall maintain such records consistent with its internal business record retention schedule and applicable Law.

(c) Corteva shall maintain, in accordance with generally recognized commercial accounting principles and practices, complete and accurate records of all matters relating to Corteva's performance under this Agreement and any Contract Supplement, including a copy of all pertinent documents and information relating to lots of Subject Products produced for and/or sold to Vylor and/or its Affiliates, that enable Corteva to demonstrate compliance with its obligations under this Agreement and any Contract Supplement. Corteva shall maintain such records consistent with its internal business record retention schedule and applicable Law.

(d) In accordance with applicable Law, Corteva shall retain samples taken from representative lots of Subject Products from which portions were sent to Vylor and/or its Affiliates under this Agreement or any Contract Supplement, and, upon reasonable request to address an Action, shall forward to Vylor a sufficient portion of such sample to accommodate any required analytical testing of such sample.

Section 5.8Stewardship and Handling of Third-Party Complaints.

(a) The Parties agree to work together in good faith to fulfill stewardship obligations relating to the Subject Products, including but not limited to farmer stewardship, liability management, poison control response, regulatory compliance, dissemination of instructions for proper application and handling, verification of proper application and handling, and management of all complaints or issues pertaining to the performance or efficacy of the Subject Products. Corteva shall provide its respective stewardship recommendations for each Subject Product to Vylor.

(b) Vylor shall bear responsibility for the management of complaints or issues pertaining to or arising from the performance or efficacy of the Subject Products present on Seeds sold by Vylor (and, to the extent Distribution Rights have been granted, of the Subject Product sold or otherwise distributed to any Third Party). On an ongoing basis, if it is determined that a cause of customer complaints is due to the performance or efficacy of the Subject Products, Corteva, at its cost, shall provide Vylor with the following in order to investigate or respond to Third-Party complaints regarding the Subject Products: (i) timely information, assistance and access to technical experts, (ii) any information concerning material changes made to the Subject Products, including product composition, source, raw material, manufacturing process, site or test methods, and (iii) analysis of the Subject Products characteristics against what is reflected in the Certificate of Analysis. Corteva shall refer promptly any complaints or contacts it receives regarding Subject Products sold by Vylor.

(c) Upon request, Corteva will provide either Vylor or an agreed upon Third Party specific information regarding the composition of formulations, toxicology data, Registration data or other information for the Subject Products as the Parties reasonably agree would assist Vylor in stewardship of the Subject Products. If the information requested by Vylor is Confidential Information of Corteva, the Parties will work in good faith to determine whether such Confidential Information is needed, the best method of utilizing such Confidential Information, and the best method of maintaining the confidentiality of such Confidential Information.

(d) Upon execution of a Contract Supplement, Corteva shall share information regarding marketing and label claims and support therefore relating to the Subject Products. Additionally, on an ongoing basis, Corteva shall provide Vylor with timely information with respect to new marketing and label claims and support related to the Subject Products. In the event any Governmental Entity requests data from Vylor regarding the aforementioned label claims, Vylor shall notify Corteva in writing and Corteva will, to the extent such data are available to Corteva, timely produce such data.

(e) Corteva shall be entitled, upon respective written notice to Vylor, to discontinue commercialization of a Subject Product for bona fide stewardship reasons. Corteva shall provide the respective written notice to Vylor as early as possible, with a view to minimizing the negative impact of such decision on Vylor. The Parties shall negotiate and agree in good faith upon a respective phase-out plan. In addition to any other remedies available herein or under applicable Law, in the event that any Subject Product is the subject of such decision to discontinue commercialization for stewardship reasons, which prohibits or restrains Vylor's promotion, marketing, use, sale, offer for sale, import, export or distribution of the Subject Product or Seed treated with the Subject Product as otherwise permitted under this Agreement or any Contract Supplement, unless otherwise agreed by the Parties, then Corteva agrees to pay or reimburse Vylor (i) purchase price for such Subject Product, (ii) costs associated with the disposal or return of such Subject Product and (iii) as to Seed treated with such Subject Product, production costs associated with such Seed that can no longer be sold or used, provided that Vylor shall mitigate its costs including selling such treated Seed in unaffected jurisdictions to the extent commercially reasonable and permissible under applicable Law.

Section 5.9Adverse Effects.

(a) Vylor shall notify Corteva in writing within [***] Business Days of receipt of any: (i) information concerning any environmental incident, serious adverse reaction, injury, toxicity or sensitivity reaction or any other similar unexpected incident related to any Subject Product, including the severity thereof, (ii) reports of unauthorized marketing or use of any Subject Product by Vylor and/or its Affiliates (or, to the extent Distribution Rights have been granted, any Third-Party customer of Vylor and/or its Affiliates); or (iii) information that would be reportable to any Governmental Entity pursuant to applicable Laws.

(b) Each Party further agrees to notify the other Party in writing within [***] Business Days of such Party's receipt of any information regarding any threatened or pending Action by any Governmental Entity of competent jurisdiction, which relates to the safety or

security of the Subject Products or the continued marketing of the Subject Products. In such case, the Parties agree to consult with each other to develop an appropriate response, except that Corteva, as the registrant for the Subject Products, has unilateral discretion and sole right as to any decision regarding registration activity. Nothing herein shall be deemed to restrict either Party's right to file any report to, or to take any action with, any Governmental Entity.

(c) If the Registration of any Subject Product as a Seed Treatment in all countries of the Subject Territory for the Subject Crop at the rates and in the manner set forth on the applicable label or in any applicable Contract Supplement is voided, restricted or suspended that prohibits the ability of Vylor and/or its Affiliates to sell such Subject Product or Seeds treated with such Subject Product in all political subdivisions of the Subject Territory, Vylor, at its option, may: (i) terminate the obligations of the Parties with respect to such Subject Product immediately upon written notice to Corteva or (ii) suspend its purchases and use of such Subject Product until such time as the Registration of such Subject Product is restored. For the avoidance of doubt, in the event such Registration is voided, restricted or suspended, in addition to the rights provided pursuant to this Section 5.9, Vylor shall be entitled to the remedies provided in Section 2.6(a) and Section 12.1, if applicable, and exclusive sourcing or minimum volume requirements, to the extent agreed in this Agreement or the applicable Contract Supplement, shall be suspended.

Section 5.10Subject Product Changes.

(a) Corteva shall notify Vylor in writing in accordance with the notice periods set forth in Schedule VIII prior to any material change in the composition, source, raw material, manufacturing process, manufacturing location or test methods of a Subject Product (each a "Modified Subject Product"). Such Modified Subject Product shall be subject to satisfying the PASSER Criteria that is specified in Schedule VIII as applying to the applicable type of change. If any such change causes such Modified Subject Product to be incompatible with Vylor's use of such Subject Product as a Seed Treatment Product, the Parties shall, in good faith, negotiate a mutually agreed resolution. If any such resolution is not mutually agreed by [***] prior to Vylor's anticipated receipt of such changed Subject Product, Vylor may suspend the obligations of the Parties with respect to such Subject Product upon not less than [***] prior written notice to Corteva.

(b) Corteva shall notify Vylor in writing at least [***] calendar days before submitting proposed label amendments to any Governmental Entity and within [***] calendar days after obtaining an amended label for any Subject Product. In the event of a label change that precludes Vylor from selling or otherwise distributing the existing Subject Product inventory in accordance with Section 5.5, Corteva shall provide replacement Subject Products with the new label, at no charge to Vylor, in a timely manner in accordance with the forecasting and order provisions herein.

Section 5.11Quality.

(a) General Obligations.

(i) Corteva shall maintain appropriate quality assurance measures to ensure that the quality of the Subject Products is in accordance with the Specifications at the date of delivery to Vylor and/or its Affiliates.

(ii)Corteva shall notify Vylor in writing of any situation that would impact the quality of any Subject Products or which Corteva has reason to believe would affect the quality of any Subject Products.

(iii)Vylor shall, and shall cause its third-party applicators, Downstream Treaters and other agents and independent contractors that handle any Subject Product to, comply with all commercially reasonable storage requirements provided by Corteva in writing or set forth in the applicable label, and otherwise maintain appropriate quality assurance measures to ensure that the quality of the Subject Products shall not be affected by the storage or use of the Subject Products by Vylor. Vylor shall notify Corteva in writing within [***] Business Days of any customer complaints and reported defects relating to any Subject Product.

(iv)Corteva shall use commercially reasonable efforts to ensure that Subject Products delivered to Vylor have a remaining shelf life that is consistent with the average shelf life of such Subject Product delivered by Corteva. In accordance with Corteva's standard operating procedure, Corteva will retain samples taken from representative lots of Corteva Seed Treatment Products from which portions were sent to Vylor under this Agreement for a period of at least three (3) years from the date of manufacturing, and, upon reasonable request to extend shelf life, support testing for extension on a batch-specific basis during the Term of the applicable Contract Supplement. From time to time, Vylor may request shelf-life extension for a Subject Product on a batch by batch basis. If Vylor's first extension request for a Subject Product's batch occurs within eighteen (18) months of initial receipt of the Subject Product batch while still unexpired, Vylor has satisfied its obligations set forth in Section 5.11(a)(iii) with respect to such Subject Product batch, and such batch test fails shelf life requirements, Corteva shall, in its discretion, either replace the affected batch at its own cost or refund the purchase price paid for such failing Subject Product (instead of replacing it). Vylor may request additional extensions by batch and at Vylor's own expense, Corteva shall replace such batches requested for extension.

(b) Certificate of Analysis; Additional Information. Unless otherwise set forth in the applicable Contract Supplement, Corteva shall provide Vylor with a Certificate of Analysis and such other information as mutually agreed by the Parties for each production batch or lot of the Subject Product on or before the delivery date.

(c) Incidents. Each of Corteva and Vylor agrees to notify the other in writing immediately of any information concerning serious or unexpected side effect, injury, toxicity or

sensitivity reaction or unexpected incidents, and the severity thereof, associated with the development, manufacturing, marketing and usage of any Subject Product, whether or not determined to be attributable to the Subject Product. "Serious" as used in this Section 5.11(c) refers to an exposure, which results in death, permanent or substantial disability, inpatient hospitalization, prolongation of hospitalization, or is a congenital anomaly, cancer or life-threatening. "Unexpected" as used in this Section 5.11(c) refers to a condition or development not listed in the current labeling of the Subject Product and includes an event that may be symptomatically and pathophysiologically related to an event listed on the labeling, but which differs from the event because of increased frequency or greater severity or specificity.

Section 5.12Supply Shortages.

(a) Notification. Corteva shall take reasonable steps to notify Vylor in writing of any supply risks, shortages or delays known by Corteva and/or its Affiliates within [***] calendar days of such information becoming known by Corteva and/or its Affiliates. Corteva shall notify Vylor in writing of the potential impact and timing of such risks, to the best of its ability, through normal business communication channels. Such risks to account for include but are not limited to technical and product raw material risks, third-party supply disruptions, packaging risks, transportation and logistics related risks, formulation and production related delays and risk, other operational risks which could impact supply, timing of delivery or ability to achieve the accepted purchase order quantity.

(b) Allocation; Suspension. In the event that Corteva and/or its Affiliates fail to deliver to Vylor and/or its Affiliates the quantity of any Subject Product (the "Affected Product") as set forth in any Binding Forecast (subject to a de minimis exception of a shortfall of the Subject Product in less than [***] percent ([***]%) of the applicable Binding Forecast) ordered pursuant to a purchase order submitted in accordance with the requirements of Section 2.3 by (A) the date that is [***] calendar days following the date set forth in such purchase order or (B) such other date as agreed by the Parties (the "Required Delivery") (such event, a "Supply Shortage"), (i) Corteva shall allocate the available supply of the Affected Product in good faith on a pro-rata basis among Vylor and Corteva's other customers, based on existing customer forecasts at the time at which Corteva first has actual knowledge of such Supply Shortage and taking into consideration source constraints for such Affected Product; and (ii) Vylor's obligations under Section 2.1, Section 2.3, Section 2.5, Section 5.4 and Section 5.13(b)(i) shall be suspended with respect to the Affected Product, solely to the extent of such shortfall of such Affected Product in accordance with this Section 5.12(b). During any Supply Shortage, Vylor may in good faith enter into an agreement with an alternative supplier to purchase a reasonable quantity of alternative supply (substantially consistent with the applicable Binding Forecast) to sustain its operations during the Supply Shortage and for a reasonable period of time following such Supply Shortage. Vylor shall notify Corteva in writing of the alternative Seed Treatment Product quantity purchased as a substitute for the Affected Product and the units of Vylor Seeds treatable with such substitute Seed Treatment Product in accordance with its label to determine the quantity of the Affected Product deemed purchased hereunder for purposes of calculating the Minimum Purchase Requirement in accordance with Section 2.5. As soon as reasonably practicable following the resolution of such Supply Shortage, Corteva shall notify Vylor of its ability to deliver the Affected Product in accordance with its commitments set forth in this Agreement and Vylor's obligations under

Section 2.1, Section 2.3, Section 2.5 and Section 5.4 (as applicable) shall thereafter be reinstated from and after the date determined by Vylor and notified in writing to Corteva on which it has exhausted its substitute product inventory procured in good faith based on reasonable estimates taking into account, if applicable, information supplied by Corteva in writing with reasonable supporting evidence as to when such Supply Shortage is expected to be resolved.

(c) Third-Party Products. In the event that any Affected Product is a Third-Party Product, (i) Corteva shall consult with Vylor in good faith prior to any communications with any Third-Party supplier of such Affected Product regarding such Supply Shortage (to the extent practicable under the circumstances) and (ii) subject only to any reduction in Corteva's purchased quantities of such Affected Product for any reason as a result of the disruption, Vylor's obligations under Section 2.1, Section 2.3, Section 4.4 and Section 5.4 (as applicable) shall be reinstated immediately upon Corteva's reasonable demonstration to Vylor of its ability to deliver such Affected Product in accordance with Section 2.3.

(d) Prolonged Supply Shortage. If, with respect to any Affected Product, (i) if there are more than [***] Supply Shortages within any [***] consecutive Market Years, (ii) Corteva and/or its Affiliates fail to deliver to Vylor and/or its Affiliates, for any [***] Market Years (concurrent or otherwise) within a [***] Market Year period at least [***] percent ([***]%) of the Required Delivery in such Market Year for such Affected Product; or (iii) the failure of Corteva and/or its Affiliates to deliver to Vylor and/or its Affiliates the Required Delivery would reasonably be expected to materially adversely affect the businesses, operations and activities of Vylor and/or its Affiliates as determined in good faith by Vylor (each of clauses (i) through (iii), a "Prolonged Supply Shortage"), then Vylor shall deliver written notice to Corteva notifying Corteva of such Prolonged Supply Shortage no later than [***] calendar days following such Prolonged Supply Shortage. Within [***] calendar days after receipt of such written notice, (x) Corteva shall propose corrective actions to Vylor and the Steering Committee (which may include process changes, personnel changes or other actions that would reasonably be expected to resolve Corteva's failure to deliver the Required Deliveries) and (y) the Steering Committee shall promptly (and in any event no later than [***] Business Days after the receipt of such proposed corrective actions from Corteva) meet to review, evaluate and discuss such Supply Shortage and Corteva's proposed corrective actions. Within [***] Business Days after meeting to review such Prolonged Supply Shortage and proposed corrective actions, the Steering Committee will determine the obligations of the Parties with respect to such Affected Product. Corteva shall promptly implement any corrective actions that are approved by the Steering Committee. If, within [***] calendar days following such approval of corrective actions by the Steering Committee, the Prolonged Supply Shortage or Supply Shortage with respect to the Affected Product is not resolved or Corteva's compliance with its obligations under Section 2.3 is not materially improved, then Vylor shall have the right to terminate the Parties' respective obligations with respect to such Affected Product under this Agreement or any Contract Supplement (without affecting the validity or enforceability of such obligations with respect to any other Subject Product), subject to Section 9.3.

(e) For purposes of determining the extent of a Supply Shortage or whether a Prolonged Supply Shortage has occurred or is continuing: (A) the volume of any Supply Shortage or Prolonged Supply Shortage shall be measured solely by reference to the shortfall between the quantities set forth in the applicable Binding Forecast and the quantities actually delivered by

Corteva and/or its Affiliates, and shall not be measured by reference to any quantities of alternative supply procured by Vylor from a Third Party (whether in excess of or less than such shortfall); and (B) the duration of any Supply Shortage shall be measured from the date of Corteva's failure to deliver the Required Delivery until the date notified by Corteva in writing to Vylor on which it is able to resume delivery in accordance with the Binding Forecast.

Section 5.13Restricted Actions.

(a) Prohibition on Third-Party Sales. From the date hereof and until March 31, 2031, Vylor shall not sell, offer for sale or otherwise transfer or supply any Seed Treatment Product (including the Subject Products) to any Third Party except to the extent permitted in Section 5.5.

(b) Non-Interference.

(i) In-Scope Products. Vylor shall not, until the date that is [***] years prior to the expiration of the applicable Contract Supplement Initial Term for such Current Portfolio Product or Near-Term Product (or for any Restricted Product, prior to the date that is [***] years prior to the expiration of the applicable Contract Supplement Initial Term for such Current Portfolio Product or Near-Term Product with the same active ingredient as such Restricted Product), initiate or maintain contact with any Third-Party supplier of such Current Portfolio Product, Near-Term Product or Restricted Product regarding the sale or supply of such Current Portfolio Product, Near-Term Product or Restricted Product. For the avoidance of doubt, this Section 5.13 shall not restrict Vylor from initiating or maintaining contact with any Third-Party supplier (v) that is not a supplier of any Current Portfolio Product, Near-Term Product or Restricted Product; (w) regarding the sale or supply of any product that is not a Current Portfolio Product, Near-Term Product or Restricted Product, (x) to the extent permitted in accordance with Section 5.12(d); (y) to the extent related to customary due diligence in connection with a potential consolidation, merger or other business combination; or (z) regarding Vylor's testing and/or evaluation of any Current Portfolio Product, Near-Term Product or Restricted Product for its own uses.

(ii)Supply Continuity. From the date hereof and until [***] (the "Restricted Period"), Vylor shall not (i) enter into any Contract with a Third Party supplier to Corteva of a Subject Product, with an effective date before the end of the Restricted Period, which expressly grants Vylor exclusive rights to purchase or source such Subject Product; or (ii) knowingly induce such Third Party supplier to Corteva to terminate its relationship with Corteva under a Contract between such Third Party counterparty and Corteva.

(iii)Pipeline Products. From the date hereof and until [***], with respect to any product that Corteva is researching, developing, testing or seeking registration as of the date of this Agreement as set forth on Schedule VII (each a "Pipeline Product"), neither Vylor nor its Affiliates shall initiate or maintain contact with the Third Party identified on Schedule VII or any Affiliate or agent thereof for the purposes of any joint development, collaboration, testing or evaluation activities with respect to such

Pipeline Product for activities with respect to the crop and geography set forth in Schedule VII with respect to such Pipeline Product. Any testing or evaluation by Vylor or its Affiliates of a Pipeline Product from the Effective Date until [***] shall be solely pursuant to one or more material transfer agreements between Vylor and Corteva or their respective Affiliates upon commercially reasonable terms mutually agreed to by the Parties. If Corteva ceases to research, develop, test or seek registration for any Pipeline Product, then (i) Corteva shall deliver to Vylor written notice within six (6) months of its determination of such cessation, (ii) such product shall be deemed automatically removed from Schedule VII and shall no longer constitute a Pipeline Product and (iii) this Section 5.13(b)(iii) shall not restrict Vylor from initiating or maintaining any contact with the Third Party identified with respect to such product.

(c) Testing. For the avoidance of doubt, nothing in this Agreement shall be deemed to restrict Vylor from testing or evaluating any Subject Product for its own use in accordance with the terms of this Agreement (including Section 8.4) and purchasing any other Seed Treatment Product that is not subject to the terms of this Agreement from any Party for testing or evaluation purposes.

Section 5.14Vylor Audits. Vylor shall have the right, once per calendar year during the term of this Agreement (and once during the one-year period following the termination of this Agreement), at its own expense and on thirty (30) calendar days advance written notice to Corteva, to have an independent auditor reasonably acceptable to Corteva (and who has executed an appropriate confidentiality agreement reasonably acceptable to Corteva) audit the books and records of Corteva or any of its Affiliates for the sole purpose of certifying Corteva's compliance with this Agreement, including but not limited to accuracy of the purchase prices of Subject Products, the price of which is calculated using their Cost of Goods Sold, and fees charged by Corteva to Vylor or its designated Affiliates in accordance with the terms of this Agreement for the preceding three (3) calendar years; provided that (i) any such audit shall take place during reasonable business hours on a mutually agreed upon date and (ii) such auditor shall in no event be entitled to any contingency fee (or otherwise have any portion of its compensation be directly or indirectly determined based on the outcome of such audit). Corteva may designate competitively sensitive information which such auditor may see and review but which it may not disclose to Vylor and all such books and records, and any applicable audit report and findings, shall be the Confidential Information of Corteva and subject to the terms of Section 13.1 (*Confidentiality; Privileged Information*). Vylor shall provide Corteva a copy of each such audit report promptly after its receipt thereof. In the event that any such audit indicates any overpayment of amounts payable to Corteva and/or its Affiliates pursuant to this Agreement or any Contract Supplement, (x) Corteva shall pay to Vylor (within thirty (30) calendar days following the date of delivery of such audit report to Corteva or, if disputed in good faith, the final determination of the overpayment amount) the amount of such overpayment plus (if the overpayment exceeds $[***]) interest on such amount of overpayment accruing monthly from the date of such overpayment until such amount is paid at [***]% per month from the relevant payment date through the date of payment (provided that such interest rate shall not exceed the maximum rate permitted by applicable Law) and (y) in the event that such overpayment exceeds $[***], Corteva shall reimburse Vylor for any reasonable out-of-pocket costs and expenses incurred by Vylor in connection with such audit. If

either Party has a good faith dispute with respect to the findings of such audit, the parties shall follow the dispute resolution procedures set forth in Section 14.4 (*Governing Law; Dispute Resolution*).

Section 5.15Business Support. Corteva, at its own expense, shall use commercially reasonable efforts to maintain proper personnel to support this Agreement and ensure reliable supply during the term of any Contract Supplement, including but not limited to customer service, account management, supply and operations, and product technical support. In the event Vylor's business is materially adversely impacted by Corteva's inability to support this Agreement and obligations herein, the issue shall be escalated to the Steering Committee for resolution. If unresolved by the Steering Committee, the issue shall be escalated through the dispute resolution procedures set forth in Section 14.4 (*Governing Law; Dispute Resolution*).

Section 5.16Europe Relabeling. Corteva shall allow and support Vylor's ability to relabel Subject Products in Europe for the purposes of logistical movement and delivery to final use country. Corteva shall make available labels and related required documentation for the purposes of relabeling. Vylor may assign the relabeling activity to be conducted at a Third-Party location and/or by a Third-Party service provider.

Section 5.17Repackaging Allowance. Pursuant to the terms of a repacking allowance agreement to be entered into by and between the Parties in accordance with applicable Law, (i) Corteva shall allow Vylor to repack Subject Products, in accordance with applicable Law, at its sole discretion for use in supporting its business, (ii) such repacking shall be limited to the change of such desired packaging types and/or conditions, and shall not change the composition of the Subject Product and (iii) Vylor shall have the right to assign repackaging activities to a Third Party so long as inventory possession remains with Vylor.

Section 5.18Additional Product Related Terms. The Parties acknowledge and agree to the terms applicable to certain products and confidentiality as set forth in Schedule X.

ARTICLE VI

INVOICES; TAXES; PAYMENT.

Section 6.1Invoices. Subject to Section 2.4 and Article III, Corteva shall, or shall cause its applicable Affiliates to, submit invoice(s) on a monthly basis (or, in the case of the Support Fee, on an annual basis), which such invoice(s) shall, unless otherwise agreed by the Parties in writing, (a) be issued to Vylor (unless set forth otherwise in the applicable Contract Supplement), (b) set forth the total net charges for such invoiced Subject Products for the applicable month (or, in the case of the Support Fee, for such invoiced Support Fee for the applicable Market Year), (c) be denominated in United States dollars and (d) comply with the requirements of the tax Laws (including VAT) of the applicable jurisdiction. Any payment under this Agreement or any Contract Supplement will be due within [***] calendar days after receipt of the applicable invoice. Any payment not received by Corteva or its applicable Affiliate by such date and not otherwise the subject of a good faith dispute shall be subject to a late payment interest charge using a rate per annum equal to the Secured Overnight Financing Rate published by the

Federal Reserve Bank of New York (in effect on the date on which such payment was due) plus [***]%, calculated for the actual number of calendar days elapsed, accrued from the date on which such payment was due; provided that in the event of any good faith dispute, interest shall not be due on that part of the invoice subject to dispute until after settlement or other resolution of such dispute; provided that a resolution in favor of Vylor shall not result in the incurrence of any late-payment interest charges. Except as set forth in Section 2.4(g)(ii) and Section 3.3, neither Party may offset any other amount due to it or any of its Affiliates against any payment due under this Agreement or any Contract Supplement.

Section 6.2Taxes.

(a) Subject to Section 6.2(c), Vylor shall be responsible for all goods and services, value added, sales, use, gross receipts, business, consumption and other similar taxes, levies and charges (other than taxes imposed on net income or profits), and together with any interest, penalties and additions to tax, ("Sales Taxes") imposed by applicable Taxing Authorities attributable to the sale of Subject Products to Vylor or any of its Affiliates, or any payment to Corteva and/or its Affiliates under this Agreement or any Contract Supplement, whether or not such Sales Taxes are shown on any invoice; provided that Corteva shall be responsible for any tax-related interest and penalties or additions attributable to a failure by Corteva to comply with applicable Law. If Corteva or any of its Affiliates is required to pay any part of such Sales Taxes (other than tax-related interest, penalties and additions to tax attributable to a failure by Corteva to comply with applicable Law), Vylor shall reimburse Corteva or the applicable Affiliate for such paid Sales Taxes.

(b) Where legally applicable and required, subject to Section 6.2(c), all invoices to be issued under this Agreement or any Contract Supplement shall be subject to value added tax or its equivalent in each relevant jurisdiction ("VAT"). Therefore, whenever a Subject Product provided under this Agreement or any Contract Supplement is subject to local VAT in the jurisdiction with respect to the jurisdiction where such Subject Product is provided, an invoice will be issued charging local VAT.

(c) Certain Subject Products to be provided under this Agreement or any Contract Supplement may fall within Article 44 of the EU VAT Directive or the relevant equivalent national provision, which means that Corteva or its applicable Affiliate does not need to charge VAT on the invoices for such Subject Products, provided Vylor provides Corteva or its applicable Affiliate with Vylor's valid VAT registration number, certificate or equivalent documentation. In such case, Vylor hereby agrees that with respect to each jurisdiction, Vylor will itself account for VAT in its own jurisdiction in relation to such Subject Products. In order for Corteva or its applicable Affiliates to be able to issue invoices without local VAT, Vylor agrees that with respect to each jurisdiction, Vylor will provide to Corteva or the invoicing Affiliate hereto a valid VAT registration number, certificate or equivalent documentation in the jurisdiction with respect to the country of receipt of such Subject Products within a reasonable period of time before the date on which the relevant invoice is required to be issued under applicable Law.

Section 6.3Subsequent Application of VAT. In the event that the sums invoiced without VAT in accordance with this Agreement or any Contract Supplement become subject to

VAT as a result of any change in VAT Law after the date hereof, or for any other reason, then those invoices shall be deemed to be exclusive of VAT (if any) and the Party receiving the invoice shall, in addition to the sums payable, pay the invoicing Party, on receipt of a valid VAT invoice, the full amount of VAT chargeable thereon.

Section 6.4Withholding Taxes. In the event that applicable Law requires that any amount be withheld from any payment under this Agreement or any Contract Supplement, Vylor shall withhold such amounts and pay such amounts over to the applicable Taxing Authority (as defined in the Separation Agreement) in accordance with the requirements of the applicable Law. As soon as practicable after any such payment, Vylor shall deliver to Corteva the original or certified copy of the receipt issued by the applicable Taxing Authority evidencing such payment or other evidence of such payment reasonably satisfactory to Corteva.

Section 6.5Cooperation. Corteva and Vylor shall, and shall cause their respective Affiliates to, reasonably cooperate with each other to minimize Sales Taxes to be paid with respect to this Agreement and any Contract Supplement and any amounts withheld pursuant to Section 6.4, to the extent legally permissible.

Section 6.6Corteva Designation of Affiliates. Corteva shall have the right to designate, upon not less than ten (10) calendar days' prior written notice to Vylor, one or more Affiliates to receive amounts that become payable by Vylor to Corteva under this Agreement or any Contract Supplement.

ARTICLE VII

GOVERNANCE

Section 7.1Steering Committee.

(a) Formation. In order to efficiently implement the terms of this Agreement and any Contract Supplements, the Parties shall establish, within thirty (30) Business Days after the Effective Date, a steering committee (the "Steering Committee") to oversee, manage and coordinate the Parties' respective obligations under this Agreement and any Contract Supplement. The names and contact information of each Party's initial representatives on the Steering Committee are set forth in Schedule V.

(b) Composition. The Steering Committee shall be comprised of two (2) representatives from each Party. Each Party shall appoint (i) one (1) representative with appropriate commercial skills, knowledge and experience and (ii) one (1) representative with appropriate research and developments skills, knowledge and experience. The Steering Committee shall be co-chaired jointly by a representative of each Party. Either Party may appoint substitute or replacement members of the Steering Committee to serve as their representatives upon prior written notice to the other Party; provided that the Parties shall use commercially reasonable efforts to maintain continuity in representation on the Steering Committee. Upon prior written notice to the other Party, each Party may invite a reasonable number of additional employees, and, with the consent of the other Party, consultants or scientific advisors, to attend the meetings of the Steering

Committee, on either a temporary or permanent basis, but in a non-voting capacity and subject to reasonable confidentiality and non-use restrictions, for which the inviting Party shall be jointly and severally responsible. The Steering Committee may change its size from time to time by mutual unanimous consent of all members of the Steering Committee; provided that it shall consist at all times of an equal number of representatives of each Party.

(c) Meetings. The Steering Committee shall hold meetings by telephone, video conference or in-person, as mutually agreed upon by the members of the Steering Committee, at least two (2) times per calendar year to discuss matters related to this Agreement and any Contract Supplement. Draft minutes of the meetings of the Steering Committee shall be generated and circulated to its members within thirty (30) calendar days following the relevant meeting, with responsibility for generating and circulating such minutes alternating between the Parties, and such minutes shall be finalized by the Steering Committee promptly thereafter.

(d) Decision-Making. The Steering Committee shall make decisions by consensus, with each Party having one (1) vote. For any matter being submitted to the Steering Committee for decision, the Parties shall mutually agree beforehand whether voting takes place at a regularly scheduled meeting (in which case, at least one (1) representative from each Party must be present at such meeting) or may be handled via email using the general email addresses specified in the applicable meeting minutes. If the Steering Committee cannot resolve such matter by or at the next regularly scheduled meeting (or earlier if such dispute requires prompt action), such matter shall be escalated and may be resolved in accordance with the terms set forth in Section 14.4 (*Governing Law; Dispute Resolution*).

(e) Sub-Committees. The Steering Committee shall have the authority to establish one or more sub-committees of the Steering Committee, to which may be delegated any or all of the authorities and responsibilities of the Steering Committee.

(f) Responsibilities. The responsibilities of the Steering Committee shall include:

(i) overseeing, managing and coordinating the Parties' respective obligations pursuant to this Agreement and any Contract Supplement;

(ii)reviewing, evaluating and discussing the adjustments to Cost of Goods Sold as contemplated by Section 2.4(h)(ii);

(iii)reviewing, evaluating and discussing any Supply Shortages as contemplated by Section 5.12;

(iv)reviewing, evaluating and discussing any Minimum Purchase Shortages as contemplated in Section 2.5(d).

(v)reviewing and updating the Estimated Registration Date and launch readiness for any Near-Term Product;

(vi)reviewing, evaluating and discussing any potential amendments to this Agreement, including with respect to pricing, Minimum Purchase Requirements and the duration of Minimum Purchase Requirements relating to Near-Term Products following Registration delays as contemplated in Section 5.6;

(vii)reviewing and evaluating any new product launches in addition to those of Near-Term Products;

(viii)reviewing and discussing potential commercial changes foreseeable that could affect purchase volumes hereunder;

(ix)addressing any disputes that have been escalated to the Steering Committee;

(x)reviewing, evaluating and discussing whether to enter into a Contract Supplement with respect to any Seed Treatment Product that is not a Subject Product;

(xi)reviewing, evaluating and discussing Corteva's ongoing efforts to increase business efficiency in accordance with Section 2.4(f);

(xii)reviewing, evaluating and discussing any material breaches of this Agreement, including but not limited to discussing any proposed remedies; and

(xiii)performing such other functions as appropriate to further the purpose of this Agreement, as agreed by the Parties.

(g) Scope of Authority. The scope of authority of the Steering Committee shall be limited to that expressly set out in this Agreement. Notwithstanding anything to the contrary in this Agreement, the Steering Committee shall not have the authority to amend, waive or modify this Agreement or any Contract Supplement. If a decision of the Steering Committee has the effect of changing or adding to the terms and conditions of this Agreement or any Contract Supplement, then no such changes or additions shall be valid or effective, except as permitted pursuant to Section 14.3 (*Amendments and Waivers*).

ARTICLE VIII

INTELLECTUAL PROPERTY

Section 8.1IP Ownership. All Intellectual Property owned by Corteva or its Affiliates relating to the Subject Products (including, for clarity, any Trademarks owned by Corteva or its Affiliates and licensed to Vylor pursuant to the terms of Exhibit A) shall remain the sole property of Corteva or its Affiliates, as applicable. Except as expressly set forth herein, no right, title or interest in or license to or under any Intellectual Property of Corteva or Vylor or their respective Affiliates is granted, conveyed, or implied to the respective other Party or its Affiliates. Unless otherwise stated herein, all right, title and interest in, to and under any discoveries, inventions and improvements conceived or reduced to practice by a Party or its Affiliates in the

course of performing rights and obligations in accordance with the terms and conditions of this Agreement and the applicable Contract Supplement shall belong solely to the inventing Party. Inventorship shall be determined in accordance with U.S. Patent Law. To the extent that either Party or any of its Affiliates is finally determined by a court of competent jurisdiction or agreed by the Parties in writing to have obtained ownership of any right, title or interest in, to or under any Intellectual Property that, under this Section 8.1, should be owned by the other Party or its Affiliates, such Party, on behalf of itself and its Affiliates, hereby assigns, and shall cause its Affiliates to assign, to the other Party or the other Party's designated Affiliate all such right, title and interest as is necessary to give effect to the ownership allocation set forth in this Section 8.1. Each Party shall, at the other Party's reasonable request and expense, assist the other Party in obtaining and enforcing the Intellectual Property as allocated hereunder anywhere in the Territory.

Section 8.2License to Corteva Intellectual Property. Corteva, on behalf of itself and its Affiliates, hereby grants, and Corteva shall cause its Affiliates to grant, to Vylor and its Affiliates, and Vylor, on behalf of itself and its Affiliates, hereby accepts, and Vylor shall cause its Affiliates to accept, from Corteva, a royalty-free, non-exclusive, non-sublicensable (except to the extent provided in Section 8.3), non-transferable (except as provided in Section 14.2) license in, to and under all Intellectual Property (excluding IT Assets (as defined in the Separation Agreement) and Trademarks), solely to the extent Controlled by Corteva or any of its Affiliates, that is necessary for (i) Vylor's use of the Subject Products as a Seed Treatment on Vylor Seeds and (ii) Vylor's use, sale, offer for sale, import, export, marketing, promotion and distribution of Vylor Seeds treated with the Subject Products or (iii) any other purpose as mutually agreed by the Parties, in case of each of the foregoing clauses (i), (ii) and (iii), solely in the Subject Territory in accordance with all applicable Subject Product labels and the terms and conditions of this Agreement and any applicable Contract Supplements. For clarity, the license granted herein does not include: (a) any Corteva Intellectual Property related to formulation technology, delivery systems, manufacturing processes, or know-how except to the extent embodied in the Subject Products as supplied by Corteva and reasonably necessary for Vylor to practice its rights to Subject Products under this Agreement; (b) any right to make improvements, modifications, or derivatives of the Subject Products or Corteva Intellectual Property except to the extent expressly permitted under Section 8.4; (c) any right to manufacture, formulate, or otherwise create any products competitive with Subject Products; or (d) any right to use the Subject Products or any Corteva Intellectual Property outside the scope expressly set forth in this Section 8.2.

Section 8.3Sublicenses. Vylor and its Affiliates may sublicense the licenses and rights granted to Vylor and its Affiliates under Section 8.2 through multiple tiers to (i) Third-Party service providers in the ordinary course of business for the benefit of Vylor or its Affiliates (and not for the independent use of such licenses and rights by or for the benefit of such Third-Party service providers) and (ii) Downstream Treaters receiving Subject Products from Vylor or its Affiliates in accordance with Section 5.5(a), for such Downstream Treaters to use such Subject Products as a Seed Treatment on Vylor Seeds in the applicable Subject Territory in accordance with any applicable Subject Product labels (such Third Party, in each of clauses (i) and (ii), a "Sublicensee"). Any sublicense to a Third-Party service provider pursuant to clause (i) shall be granted pursuant to a written agreement containing terms consistent with, and not broader than, the rights granted under this Agreement and any applicable Contract Supplements. Any sublicense

to a Downstream Treaters pursuant to clause (ii) shall be limited solely to such Downstream Treaters' use of the applicable Subject Products as a Seed Treatment on Vylor Seeds in the Territory. For clarity, granting a sublicense shall not relieve Vylor or its Affiliates of any obligations hereunder and Vylor or its Affiliate, as applicable, shall cause each of its Sublicensees to comply, and shall remain responsible for its Sublicensees' compliance, with the terms hereof applicable to Vylor or its Affiliate, as applicable.

Section 8.4No Reverse Engineering. No right is granted to Vylor or any of its Affiliates under this Agreement or any Contract Supplement to, and Vylor and its Affiliates shall not, make, Reverse Engineer or Modify the Subject Products using any Confidential Information of Corteva or its Affiliates or any unexpired Intellectual Property rights of Corteva or its Affiliates with respect to any Subject Products supplied by Corteva or its Affiliates under this Agreement or any Contract Supplement, except that Vylor and its Affiliates may perform Seed and crop safety testing and compatibility and comparative testing with Vylor's other commercial Seed Treatment Products, and future product options as necessary for application of the Subject Products as Seed Treatment on Vylor Seeds. Vylor and its Affiliates shall use the Subject Products in accordance with the applicable label at all times. As of the date hereof, the limitations in this Section 8.4 shall not be materially more restrictive as compared to the restrictions on use applicable to Corteva's other customers of Seed Treatment Products. For clarity, this Section 8.4 does not restrict Vylor from (independently or with a Third Party) developing or making an off-patent compound without use of any Intellectual Property or Confidential Information of Corteva or its Affiliates, and this Section 8.4 shall not be construed as creating any broader restrictions on Vylor or its Affiliates' activities that are otherwise lawful and conducted independently of this Agreement.

Section 8.5Reservation of Rights. Except as expressly provided in the Separation Agreement or any Ancillary Agreement (as defined in the Separation Agreement) (including this Agreement), each Party reserves all of its and its Affiliates' rights (including rights in, to and under Intellectual Property) 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 or its Affiliates or Sublicensees by implication, estoppel or otherwise as to any of the other Party's or its Affiliates' other Intellectual Property.

Section 8.6Trademark Matters.

(a) Trademark License Terms. The Parties acknowledge and agree that all licenses, rights and obligations with respect to any Trademarks owned, Controlled or licensed by Corteva, Vylor or any of their respective Affiliates, including any rights to use the Licensed Marks (in each case, as such terms are defined in Exhibit A), shall be governed exclusively by the trademark license terms set forth in Exhibit A (the "Trademark License Terms"), unless expressly set forth herein.

(b) Name Change. Subject to the Trademark License Terms, with respect to any products bearing the "[***]" and "[***]" Trademarks included in the Licensed Marks, Corteva shall not change, replace, or modify the name of such products without Vylor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) No Other Trademark Rights. Except as expressly set forth in Section 8.7(b) of Exhibit A, neither this Agreement nor any Contract Supplement grants, transfers or conveys, by implication, estoppel or otherwise, any right, title or interest in or to any Trademark of either Party or any of its Affiliates.

(d) Conflicts. Notwithstanding anything to the contrary in this Agreement, in the event of any conflict or inconsistency between this Agreement or any Contract Supplement, on the one hand, and Exhibit A, on the other hand, Exhibit A shall control with respect to Trademarks.

Section 8.7SAT Data Sharing. The Parties acknowledge and agree that all rights and limitations with respect to the transfer and use of SAT Data (as defined in Exhibit C) shall be governed exclusively by the terms set forth in Exhibit C (*SAT Data Sharing and Use Restrictions*). Except as expressly set forth in this Article VIII, Exhibit A or Exhibit C, neither this Agreement nor any transfer, access, use or other data sharing activity under this Agreement grants either Party any ownership interest in, or license or other right under, the other Party's Intellectual Property or Confidential Information.

ARTICLE IX

TERM AND TERMINATION

Section 9.1Term.

(a) This Agreement shall commence on the Effective Date and shall continue until the later of (i) March 31, 2031; and (ii) the date on which all Contract Supplements have expired or been terminated in accordance with the terms of this Agreement (the "Term"), unless terminated earlier in accordance with Section 9.2.

(b) The initial term of each Contract Supplement for Current Portfolio Products shall commence on the Effective Date and shall continue until March 31, 2031 (the "Current Portfolio Contract Supplement Initial Term"). Thereafter, unless terminated earlier in accordance with Section 9.2, each such Contract Supplement shall automatically extend for additional two (2)- year terms (each a "Current Portfolio Product Renewal Term") unless a Party provides at least eighteen (18) months written notice prior to the expiration of the Current Portfolio Contract Supplement Initial Term or twelve (12) months written notice prior to the expiration of any Current Portfolio Product Renewal Term.

(c) The obligations of the Parties with respect to each Current Direct Product shall commence on the Effective Date and shall continue until March 31, 2031.

(d) The initial term of each Contract Supplement for any Near-Term Product shall commence on the Initial Commercialization Date and shall continue until the expiration of the fifth (5th) Commercialization Year (the "Near-Term Product Contract Supplement Initial Term"); unless otherwise modified in accordance with Section 4.3(b) and Section 4.3(c). Thereafter, unless terminated earlier in accordance with Section 9.2, each such Contract

Supplement for any Near-Term Product shall automatically extend for additional two (2)-year terms (each a "Near-Term Product Renewal Term") unless a Party provides at least eighteen (18) months written notice prior to the expiration of the Near-Term Product Contract Supplement Initial Term or twelve (12) months written notice prior to the expiration of any Near-Term Product Renewal Term.

(e) All other Contract Supplements shall have the terms set forth therein; provided, however, that the any initial term shall not be deemed a "Contract Supplement Initial Term" for purposes of this Agreement unless explicitly agreed by the Parties with respect to such designation and memorialized in such Contract Supplement.

(f) A Contract Supplement may be terminated independently in accordance with its terms, without affecting the validity or enforceability of this Agreement or any other Contract Supplement. In the event of termination of a Contract Supplement, Corteva and Vylor shall continue to observe the provisions of this Agreement and other Contract Supplements that remain in effect. The termination of this Agreement pursuant to Section 9.2 shall not affect the Parties' rights or obligations under this Agreement with respect to any Contract Supplement.

Section 9.2Termination.

(a) Termination for Breach. If any Party materially breaches or defaults in the performance of any of its obligations under this Agreement, the non-breaching Party may terminate this Agreement; provided that to the extent a Supply Shortage or Force Majeure Event constituted or caused a material breach or default of this Agreement or any Contract Supplement, any such termination right shall be limited to the termination right set forth in Section 5.12(d) and Section 10.4, respectively; provided, further that if any such breach or default relates any Subject Product, any such termination shall be limited to the Contract Supplement relating to such Subject Product; provided, further, that (i) the non-breaching Party shall have delivered written notice of such breach to the breaching Party, (ii) the periods for resolution of any Dispute relating to such breach set forth in Section 14.4 (*Governing Law; Dispute Resolution*) shall have expired and (iii) such breach shall not have been cured within sixty (60) calendar days following the end of such periods.

(b) Termination for Insolvency Event. Notwithstanding anything to the contrary contained herein, if a Party (i) files for bankruptcy, (ii) becomes or is declared insolvent, or is the subject of any proceedings (not dismissed, stayed or vacated within sixty (60) calendar days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, (iii) enters into any reorganization, composition or arrangement with its creditors (other than relating to a solvent restructuring), (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution, liquidation or administration (other than for the purpose of or in connection with any solvent amalgamation or reconstruction) or (vi) enters into an agreement for the extension or readjustment of substantially all of its obligations or if it suffers any foreign equivalent of the foregoing, then Corteva (in the case of Vylor) or Vylor (in the case of Corteva) may, without prejudice to its other rights hereunder, terminate this Agreement forthwith by written notice. Without limiting the foregoing, Corteva (in the case of Vylor) or Vylor (in the case of Corteva) may, without prejudice to its other

rights hereunder, terminate this Agreement forthwith by written notice upon the occurrence of a default or an event which, with the giving of notice or passage of time, or both, would result in an event of default with respect to any outstanding indebtedness of Vylor or Corteva, respectively, or any of its Affiliates.

(c) Termination for Change of Control. In addition to a Party's right to terminate this Agreement as set forth above, in the event a Party (the "Acquired Party") undergoes a Change of Control, transfers or assigns, or attempts to transfer or assign, this Agreement, any Contract Supplement, or any rights, interests or obligations hereunder in breach of Section 14.2 or consummates a Business Sale (each a "Change of Control Event"), the other Party ("Non-Acquired Party") may terminate this Agreement, in whole but not in part. If the Acquired Party or any of its Affiliates (i) enters into a definitive written agreement that, if consummated, could reasonably be expected to result in a Change of Control of the Acquired Party or any of its Affiliates to which this Agreement (including any rights and obligations hereunder) has been assigned, in whole or in part, or (ii) publicly announces a Change of Control (whether pending, expected or otherwise) with respect to the Acquired Party or any of its Affiliates to which this Agreement (including any rights or obligations hereunder) has been assigned, in whole or in part, then the Acquired Party shall provide written notice to the Non-Acquired Party promptly (and in any event within [***] Business Days) following the earlier of the execution of such definitive written agreement or the first of any such public announcement. Such notice shall describe in reasonable detail the nature of the transaction and the identity of the acquirer. Further, the Acquired Party shall provide written notice to the Non-Acquired Party promptly (and in any event within [***] Business Days) following the completion of such Change of Control Event. If the Non-Acquired Party desires to terminate this Agreement pursuant to this Section 9.2(c), it shall provide written notice of such termination to the Acquired Party no later than the date that is [***] calendar days following the later of (x) the occurrence of such Change of Control Event of (y) the Non-Acquired Party's receipt of the notice thereof from the Acquired Party. Such termination shall take effect immediately upon the Acquired Party's receipt of notice.

(d) Termination of Contract Supplements. If any Contract Supplement is entered into by, or assigned to, an Affiliate of a Party and such Affiliate subsequently ceases to be an Affiliate of such Party, the other Party may terminate such Contract Supplement solely with respect to such Party that is no longer an Affiliate of a Party to this Agreement upon ninety (90) days written notice (i.e. if a Contract Supplement is entered into by multiple Affiliates of a Party, such Contract Supplement may only be terminated with respect to the Person that is no longer an Affiliate).

(e) Trademark License Terms. Notwithstanding anything herein to the contrary, Exhibit A and the licenses, rights and obligations thereunder may not be terminated independently of this Agreement and, in the event that this Agreement is terminated in its entirety, all such licenses, rights and obligations set forth therein shall terminate concurrently therewith.

Section 9.3Effect of Termination. Subject to Section 9.2(c) and Section 14.11, in the event of any termination of this Agreement, any Contract Supplement or any obligations hereunder, this Agreement (including, for clarity, Exhibit A with respect to Trademarks), any such Contract Supplement or any such obligation hereunder shall thereupon become null and void and

of no further force and effect; provided that each Party shall remain liable for all of its obligations and liabilities that accrued hereunder prior to the effective date of such termination, including (i) except to the extent this Agreement is terminated pursuant to Section 9.2(a) or Section 9.2(b), all obligations set forth in Article II with respect to any Binding Forecast provided prior to such termination in accordance with the terms of this Agreement and the applicable Contract Supplement; and (ii) all obligations of Vylor to pay any amount accrued and payable to Corteva hereunder. In the event of any termination of this Agreement, any Contract Supplement or any obligations hereunder, such termination shall not in any event entitle Vylor or its Affiliates or any Third-Party to access or use any of Corteva's or its Affiliates' Intellectual Property owned, licensed or sublicensed by Corteva or its Affiliates to Vylor or its Affiliates under this Agreement for the performance of the terminated Agreement, Contract Supplement or obligations hereunder, nor shall it entitle Vylor or its Affiliates, or require Vylor or its Affiliates, to disclose any Confidential Information (as defined in the Umbrella Secrecy Agreement) or other Intellectual Property of Corteva or its Affiliates to any Third Parties.

Section 9.4Sell-Off Right. Upon the termination or expiration of this Agreement and/or any Contract Supplement, Vylor shall have the right to (i) use or (ii) sell to or otherwise distribute to Downstream Treaters (but not to any Third Parties) any remaining inventories of the applicable Subject Product in its possession at the effective date of such termination or expiration for a period of [***] therefrom; provided that Vylor's use, sale or other distribution of such remaining Subject Product shall be in accordance with the terms of this Agreement and any applicable Contract Supplement (including applicable stewardship requirements and use restrictions). Thereafter, unless otherwise agreed to in writing by Corteva, any such remaining Subject Product (other than treated Vylor Seeds) shall be destroyed by Vylor at Vylor's expense. Such destruction shall be certified by Vylor in writing to Corteva. Notwithstanding the foregoing, after termination of this Agreement or the applicable Contract Supplement, Vylor shall have the right to continue to sell or otherwise distribute any Vylor Seeds treated with Subject Product purchased in accordance with the terms of this Agreement and remaining in Vylor's inventory, subject to complying with applicable Law and quality control requirements applicable to such treated Vylor Seeds.

ARTICLE X

FORCE MAJEURE

Section 10.1Relief. The Parties shall be relieved of their respective obligations hereunder (other than any payment obligations, but provided that Vylor shall be relieved, in full or in part, from any payment for Subject Products not delivered, in full or in part, during a Force Majeure Event), if and to the extent that any Force Majeure Event hinders, limits or makes impracticable the performance by any Party of any of its obligations hereunder. Time limits shall be extended as necessary, but no longer than the duration of the Force Majeure Event. For clarity, Vylor's obligations under Section 2.1, Section 2.3, Section 2.5, Section 5.4 and Section 5.13(b)(i) shall be suspended with respect to the Affected Product, solely to the extent of such shortfall of such Affected Product in accordance with Section 5.12(b).

Section 10.2Notice. The Party hindered or whose performance is otherwise affected by a Force Majeure Event shall (i) promptly notify the other Party in writing after first becoming aware of the Force Majeure Event, describing its nature, expected duration and impact on performance, (ii) use commercially reasonable efforts to remove or otherwise address the impediment to action as soon as practicable and (iii) promptly notify the other in writing Party after becoming aware of the cessation of the Force Majeure Event.

Section 10.3Allocation During Shortage. If, as a result of a Force Majeure Event, Corteva's and its Affiliates' supply of any Subject Product shall be reduced, (i) volume requirements and any exclusive sourcing obligations shall be suspended for the duration of such Force Majeure Event and (ii) Corteva may allocate the available supply of the Affected Product among its own needs and those of Vylor and Corteva's other customers; provided, however, that under no circumstances shall the quantities made available to Vylor be reduced by more than the proportionally smallest reduction made to Corteva's own requirements or any other customer, except to the limited extent required due to approved source restrictions.

Section 10.4Termination for Prolonged Force Majeure. If a Force Majeure Event continues for more than [***] consecutive calendar days and results in a shortfall of more than [***] percent ([***]%) by Subject Product of the forecast volumes within such period, the non-invoking Party may terminate the Parties' respective obligations with respect to any Affected Product by providing written notice to the invoking Party; provided, however, that Vylor may not terminate its obligation to purchase any Third Party Product with respect to which a Binding Forecast has already been provided to the extent Corteva remains contractually obligated to purchase such Third Party Product following the resolution of the applicable Force Majeure Event.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

Section 11.1Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

(a) it (i) is a corporation duly organized, validly existing and in good standing under the Laws of the state of Delaware; (ii) has the power and authority to own, lease and operate its properties and carry on its business as now conducted and (iii) is duly qualified, licensed to do business and in good standing as a corporation in each jurisdiction where the failure to be so qualified or licensed could reasonably be expected to have a material adverse effect on its business;

(b) the execution, delivery and performance by it of this Agreement (i) are within the power of such Party and (ii) have been duly authorized by all necessary actions on the part of such Party and (iii) constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms;

(c) the execution and delivery by such Party of this Agreement are made legally by such Party and the grant of rights and performance and consummation of the transactions contemplated thereby do not (i) violate such Party's charter documents or any material judgment,

order, writ, decree, statute, rule or regulation applicable to such Party or (ii) conflict with any contractual obligation of such Party or its Affiliates; and

(d) it is legally entitled to, and does so, bind its Affiliates participating under this Agreement to this Agreement, it is legally entitled to act on behalf of its Affiliates participating under this Agreement, and the Affiliates participating under this Agreement will not take any action or refrain from taking any action that would, if taken or refrained by such Party, breach this Agreement.

Section 11.2Corteva Representations and Warranties. Except to the limited extent otherwise provided in the applicable Contract Supplement with respect to a Subject Product, Corteva represents, warrants and covenants to Vylor that:

(a) Corteva has good title to the Subject Products at the date of delivery to Vylor;

(b) Corteva has the necessary Intellectual Property rights to grant Vylor the licenses extended under Article VIII of this Agreement, free and clear of all liens, charges, security interests and encumbrances;

(c) to Corteva's knowledge as of the date hereof and the date any Contract Supplement is signed, and without any obligation on Corteva to conduct any Intellectual Property search or clearance, Corteva is not aware of any Third-Party Intellectual Property that would limit the sale of the applicable Subject Products by Corteva to Vylor or its Affiliates for Seed Treatment uses in the Territory in accordance with all applicable Subject Product labels and the terms and conditions of this Agreement and any applicable Contract Supplements, but specifically excluding any combinations or mixtures Vylor, its Affiliates or their respective Sublicensees may make with the Subject Products and other actives, additives, adjuvants, polymers, seeds or traits;

(d) the Subject Products meet the Specifications in all material respects at the date of delivery to Vylor; and

(e) the Subject Products at the date of delivery to Vylor are not contaminated by any impurity when delivered (other than as set forth in the Specifications or as permitted in the respective Registration or within approved tolerances and in accordance with governmental regulations and guidelines in effect in the applicable Subject Territory) at levels that would adversely impact seed, human or environmental safety.

Section 11.3Vylor Representations and Warranties. Vylor represents, warrants and covenants to Corteva that:

(a) except as set forth in Section 5.5 or in a Contract Supplement, Subject Products shall only be applied as Seed Treatment by Vylor and/or its Affiliates on the Subject Crop Vylor Seed in accordance with the applicable Subject Product label in the Subject Territory and the terms and conditions of this Agreement and any Contract Supplement;

(b) Vylor shall comply with all applicable Laws in its use, marketing, promotion, distribution and sale of Subject Products and Vylor Seeds treated with Subject Products; and

(c) to the extent Distribution Rights have been granted, Vylor shall contractually obligate its Downstream Treaters (or other Third Parties approved in writing by Corteva) to only apply the Subject Products on Subject Crops in the Subject Territory as a Seed Treatment in accordance with the directions for use contained on the label for the Subject Product;

(d) if any Contract Supplement is entered into by an Affiliate of Vylor, such Affiliate shall be directly engaged in the business to which such Contract Supplement relates (or if such Affiliate is not directly engaged such business, Vylor shall make proper provisions in a Business Sale so the obligations of such Affiliate are assumed by the applicable successor, assign or transferee in accordance with Section 14.2).

Section 11.4Disclaimer. EXCEPT AS SPECIFICALLY STATED IN SECTION 11.1, SECTION 11.2 OR SECTION 11.3, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY FACT OR LAW, CONCERNING THE SUBJECT PRODUCTS OR SEED TREATED PRODUCTS, OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THEREOF OR FOR ANY PURPOSE, INCLUDING THE SUBJECT PRODUCTS' PERFORMANCE IN ANY COMMERCIAL APPLICATION IN COMBINATION WITH OTHER PRODUCTS, OR THAT MAKING OR USING ANY SUCH COMBINATION IN A COMMERCIAL APPLICATION OR THE APPLICATION OF SUBJECT PRODUCTS TO ANY SPECIFIC SEED OR TRAIT WITHIN THE SEED, WILL BE FREE OF INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

ARTICLE XII

REMEDIES; LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 12.1Remedies.

(a) In the event that any portion of the shipment of Subject Product received by Vylor and/or its Affiliates (or, to the extent Distribution Rights have been granted, any customer of Vylor and/or its Affiliates) is in breach of the representations and warranties in Section 11.2(d) or Section 11.2(e), Vylor may reject such non-conforming Subject Product shipment by giving written notice to Corteva within the later of: (i) thirty (30) calendar days after receipt of such Subject Product for any apparent defects or (ii) thirty (30) calendar days after discovery of any latent defects in the Subject Product, but in no event later than twenty-four (24) months from the date of receipt by Vylor and/or its Affiliates of such Subject Product, clearly indicating the manner in which such Subject Product is in breach of the representations and warranties in Section 11.2(d) or Section 11.2(e).

(b) In the event Corteva does not agree that any such Subject Product is in breach of a representation and warranty in Section 11.2(d) or Section 11.2(e) and the Parties do

not reach agreement with respect to such Subject Product, Corteva will submit the question of whether such Subject Product is in breach of the representations and warranties in Section 11.2(d) or Section 11.2(e) to an independent laboratory selected by Corteva and approved by Vylor for determination. The findings of such laboratory shall be binding upon the Parties, and the cost of such determination shall be paid by the Party in error. Pending resolution of such dispute, Corteva shall not be obligated to pay any invoice for any Subject Product subject to such dispute. Upon resolution of any such dispute in favor of Corteva, Vylor shall pay the invoice amount due within thirty (30) Business Days after such resolution.

(c) In the event that any Subject Product is the subject of any: (i) claim of breach of a representation, warranty or covenant in Section 11.2(d) or Section 11.2(e); (ii) recall; (iii) claim or a suspension or cancellation of the Registration for such Subject Product in the Subject Territory or any political subdivision thereof by a Governmental Entity; or (iv) order, injunction or decree issued by any Governmental Entity of competent jurisdiction, or other legal restraint or prohibition, which restrains or prohibits Vylor's promotion, marketing, use, sale, offer for sale, import, export or distribution of such Subject Product or Seed treated with such Subject Product as otherwise permitted under this Agreement or any Contract Supplement (the foregoing clauses (i) through (iv), collectively, "Product Non-Conformity"), then, other than indemnification pursuant to Section 12.3(a) with respect to Actions by Third Parties, Vylor's or its Affiliates' exclusive remedies against Corteva and its Affiliates, and Corteva's and its Affiliates' exclusive liabilities to Vylor and its Affiliates, for any and all Indemnifiable Losses arising out of, relating to or alleged to arise out of or relate to such Product Non-Conformity shall be limited to, at Corteva's election, for the quantity of such Subject Product that is the subject of Vylor's claim, either (x) replacement of the quantity of such Subject Product that is the subject of Vylor's claim or (y) the purchase price for the quantity of such Subject Product that is the subject of Vylor's claim.

Section 12.2Limitation on Liability. In no event shall any Party or any of its Affiliates have any liability under this Agreement for indirect, incidental, multiplier, exemplary, special, punitive, consequential or lost profits damages constituting indirect damages or for prejudgment interest, except to the extent any such damages are payable to a claimant in a Third-Party claim. For the avoidance of doubt, nothing herein shall be construed to limit a Party's recovery of lost profits to the extent such lost profits constitute direct damages arising from any breach of this Agreement or any Contract Supplement. With respect to any liabilities arising under this Agreement, each Party agrees that it shall only seek to recover for such liabilities from the other Party, and each Party hereby waives the right to seek recovery for such liabilities from or equitable remedies against any Affiliate of the other Party or any director, officer or employee of the other Party or its Affiliates. The maximum liability under this Agreement for each Party to the other Party with respect to each Subject Product shall be the aggregate purchase price payable under this Agreement with respect to such Subject Product during the twelve (12) months preceding the date the liability first arose, except (i) in the case of any Third-Party Product, the maximum liability of Corteva to Vylor shall be the aggregate amount actually recovered from the applicable Third Party supplier and (ii) in the case of Willful Misconduct, gross negligence or a breach of Section 2.3(b), Section 2.5, Section 5.4, Section 5.13 or Article XIII.

Section 12.3Indemnification.

(a) Corteva Indemnification. Subject to Exhibit A with respect to any liabilities arising out of or relating to Trademarks and subject to the applicable limitations set forth in Section 12.1(c) and Section 12.2, Corteva shall indemnify, defend and hold harmless Vylor and its Affiliates and their respective directors, officers, employees, agents, consultants, representatives and counsel, and the successors and assigns of the foregoing (collectively, the "Vylor Indemnitees") from and against any and all Indemnifiable Losses, which may be imposed upon or incurred by any such Vylor Indemnitee arising out of, relating to or alleged to arise out of or relate to (i) the breach of any term or provision of this Agreement by Corteva (including by way of an act or omission by an Affiliate of Corteva or any other representative or third party working on Corteva or its Affiliates' behalf under this Agreement), (ii) any gross negligence or Willful Misconduct of Corteva or its Affiliates in connection with the activities contemplated by this Agreement or (iii) actual or alleged Intellectual Property infringement Actions arising solely out of Vylor's, its Affiliates' or their respective Sublicensees' use, offer for sale, sale, import, export, marketing, promotion and distribution of the Subject Products, in each case, solely for Seed Treatment uses in the applicable Subject Territory in accordance with all applicable Subject Product labels and the terms and conditions of this Agreement and all applicable Contract Supplements (but specifically excluding any Intellectual Property infringement Actions indemnifiable by Vylor pursuant to Section 12.3(b), in the case of each of the foregoing clauses (i) through (iii), except to the extent any such Indemnifiable Losses arise out of any Vylor Indemnitee's gross negligence, Willful Misconduct or material breach of this Agreement.

(b) Vylor Indemnification. Subject to Exhibit A with respect to any liabilities arising out of or relating to Trademarks and subject to the limitations set forth in Section 12.2, Vylor shall indemnify, defend and hold harmless Corteva and its Affiliates and their respective directors, officers, employees, agents, consultants, representatives and counsel, and the successors and assigns of the foregoing (collectively, the "Corteva Indemnitees") from and against any and all Indemnifiable Losses, which may be imposed upon or incurred by any such Corteva Indemnitee arising out of, relating to or alleged to arise out of or relate to (i) breach of any term or provision of this Agreement by Vylor (including by way of an act or omission by an Affiliate of Vylor or any other representative or third party working on Vylor or its Affiliates' behalf under this Agreement), (ii) any gross negligence or Willful Misconduct of Vylor or its Affiliates in connection with the activities contemplated by this Agreement or (iii) actual or alleged Intellectual Property infringement Actions based on (A) combinations or mixtures Vylor, its Affiliates or their respective Sublicensees may make with the Subject Products and other actives, additives, adjuvants, polymers, seeds or traits (solely to the extent such infringement Actions are arising out of the combinations or mixtures and not from the Subject Products); or (B) Vylor's, its Affiliates' or their respective Sublicensees' use, offer for sale, sale, import, export, marketing, promotion and distribution of the Subject Products (1) for a purpose other than as a Seed Treatment on the applicable Subject Product Vylor Seeds; (2) for Seed Treatment uses other than in the applicable Subject Territory; or (3) for Seed Treatment uses not in accordance with all applicable Subject Product labels and the terms and conditions of this Agreement and all applicable Contract Supplements, in the case of each of the foregoing clauses (i) through (iii), except to the extent any

such Indemnifiable Losses arise out of any Corteva Indemnitee's gross negligence, Willful Misconduct or material breach of this Agreement.

(c) Unless otherwise provided in the applicable Contract Supplement, the Party seeking indemnity shall reasonably and promptly after receipt thereof notify the other Party in writing of any Action for which indemnity is claimed. The indemnifying Party may, at its discretion, conduct in the name of the indemnified Party the negotiations, handling, defense and settlement, if any, of all such Actions, but shall keep the indemnified Party informed of the progress thereof and shall consult the indemnified Party regularly thereon; provided, however, that the indemnifying Party shall not be entitled to conduct any such matters to the extent any such Action (i) is an allegation of a criminal violation, (ii) seeks injunctive, equitable or other relief other than monetary damages against the indemnified Party (provided that the indemnified Party shall reasonably cooperate with the indemnifying Party, at the request of the indemnifying Party, in seeking to separate any such claims from any related claim for monetary damages if this clause (ii) is the sole reason that the indemnifying Party shall not be entitled to conduct any such matters) or (iii) is made by a Governmental Entity. The indemnified Party shall cooperate with the indemnifying Party in the defense, conduct, prosecution or termination of the cause of action, including furnishing of information and assistance from employees, at the indemnifying Party's request and at no expense to the indemnifying Party, except for the reasonable out-of-pocket fees, costs, and expenses incurred by the indemnified Party. The indemnified Party may have its own counsel present at its own expense and shall be entitled to participate in the defense of any such Action by a Third Party. Any final settlement of such matters shall require the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. The indemnified Party shall not be entitled to call upon the indemnifying Party for indemnification hereunder unless the above procedures are observed.

(d) All reasonable costs and expenses, including the fees of attorneys and other professionals incurred by a Party in enforcing the indemnity provisions of this Agreement and/or any Contract Supplement shall be reimbursed by the indemnifying Party.

(e) Any Corteva Indemnitee or Vylor Indemnitee shall take all commercially reasonable steps to mitigate damages in respect of any Indemnifiable Losses for which it is seeking indemnification pursuant to this Agreement and shall use all commercially reasonable efforts to avoid any costs or expenses associated with such Indemnifiable Losses and, if such costs and expenses cannot be avoided, to minimize the amount thereof.

(f) In the event any Vylor Indemnitee is seeking indemnity for a Third-Party Product, Corteva agrees to use reasonable best efforts to enforce its rights vis-à-vis such Third-Party supplier for such Third-Party Product and pursue such claims on behalf of Vylor or to the extent permitted, assign its rights to pursue a claim against such Third Party supplier to Vylor.

Section 12.4Exclusivity of Claims. No claim may be brought under this Agreement related to any cause of action under the Separation Agreement or any other Ancillary Agreement. Any claims brought under this Agreement must be based solely on the provisions of this Agreement (including the Exhibits hereto). Except for actions for injunctive relief or specific performance, this Article XII provides the exclusive means by which either Party may assert and

remedy claims and Section 14.4 (*Governing Law; Dispute Resolution*) provides the exclusive means by which any Party may bring actions against the other Party with respect to any controversy, dispute or Action arising out of, in connection with or in relation to this Agreement.

ARTICLE XIII

CONFIDENTIALITY

Section 13.1Confidentiality. The Parties acknowledge and agree that each Party may disclose the terms of this Agreement that are made public, or required to be made public, pursuant to the disclosure requirements of the U.S. Securities and Exchange Commission. Without limiting the foregoing, the Umbrella Secrecy Agreement attached hereto as Exhibit B is hereby incorporated into this Agreement and shall apply to the transactions contemplated by this Agreement, *mutatis mutandis*.

Section 13.2General Principles. The firewall requirements set forth in this Section 13.3 and Section 13.4 shall be implemented by the Parties in addition to and not in place of (i) all applicable requirements and obligations under applicable Law, including antitrust law, relating to the exchange of information between Corteva and Vylor and their respective Affiliates; and (ii) any confidentiality and/or non-use undertakings in this Agreement, including Section 13.1.

Section 13.3Firewall Requirements.

(a) Each Party shall independently implement and strictly adhere to its own policies and procedures, which ensure commercially sensitive Confidential Information provided by the other Party, including: commercial conditions (e.g., prices and rebates); production and order information (e.g., forecasts, volumes, inventory levels, and timelines); development and commercialization strategies; existence, composition and properties of any non-commercially available Seed Treatment Products; laboratory and field trial results; and know-how is maintained in confidence, only used for agreed purposes for which such Confidential Information was provided, and distributed to its employees on a strict need-to-know basis related to such purposes.

(b) Without limiting the foregoing, (i) Corteva shall ensure that any Confidential Information of Vylor (including forecast and order information related to the Subject Products received from Vylor) shall not be made available to any employee of Corteva and/or its Affiliates who are directly involved in the marketing and sales of Seeds for and/or on behalf of Corteva and/or its Affiliates (other than in connection with this Agreement); and (ii) Vylor shall ensure that any Confidential Information of Corteva (including pricing information related to the Subject Products) shall not be made available to any employee of Vylor and/or its Affiliates who are directly involved in the marketing and sales of Seed Treatment Products for and/or on behalf of Vylor and/or its Affiliates (other than in connection with this Agreement).

Section 13.4Review of Firewall Requirements. The Steering Committee shall review on an annual basis the requirements of Section 13.3 as agreed between the Parties in this Agreement. If the Steering Committee decides that any revision to the requirements of Section

13.3 are required, such revised requirements shall be implemented by the Parties as of the date determined by the Steering Committee for such revision.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that a Party may supplementally (and shall supplementally, if an automatic failure of delivery notice is received in response to the applicable email) deliver a notice by delivery in person or by national courier service)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party 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 14.1):

To Corteva:

9330 Zionsville Road
Indianapolis, Indiana 46268
Attention: Chief Legal Counsel
Email: [***]

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

9330 Zionsville Road
Indianapolis, Indiana 46268
Attention: [***]
[***]
Email: [***]
[***]

To Vylor:

7100 NW 62nd Avenue, PO Box 1000
Johnston, Iowa 50131
Attention: Chief Legal Officer

Email: [***]
with a copy (which shall not constitute notice) to:

7100 NW 62nd Avenue, PO Box 1000
Johnston, Iowa 50131
Attention: [***]
[***]
Email: [***]
[***]

Section 14.2Assignment. This Agreement and the licenses, rights and obligations hereunder (including with respect to Trademarks) may not be assigned by either Party hereto by operation of law or otherwise (including by merger, contribution, spin-off or otherwise) without the prior written consent of the other Party hereto (which consent may not be unreasonably withheld or delayed) and any attempted assignment shall be null and void; provided, however, that either Party hereto (the "Assigning Party") may assign this Agreement (including its rights and obligations hereunder), in its entirety, without the prior written consent of the other Party hereto, to an Affiliate of the Assigning Party for so long as such assignee remains an Affiliate of the Assigning Party (and in the event an assignee is no longer an Affiliate, any rights and obligations transferred to the assignee shall automatically be transferred to the Assigning Party), provided that Assigning Party unconditionally guarantees the full and timely performance of all obligations under this Agreement, including all indemnification obligations, as if they were the original party hereto. If Vylor or its Affiliates, successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving entity of such consolidation or merger, or (ii) transfers all or substantially all of its assets to which this Agreement and the applicable Contract Supplements relate to any other Person or engages in any similar transaction (a "Business Sale"), then in each such case, Vylor will cause proper provision to be made so that its successors and assigns or transferees, as applicable, will expressly assume the obligations set forth in this Agreement and any applicable Contract Supplement (or in the event such Business Sale is a transfer of all or substantially all of Vylor's assets to which one or more Subject Products for one or more jurisdictions relate to, then Vylor will cause the proper provision to be made so that its successors and assigns or transferees, as applicable, will expressly assume the obligations set forth in this Agreement and any Contract Supplement for such Subject Product in the affected jurisdictions).

Section 14.3Amendments and Waivers.

(a) This Agreement may not be modified or amended except (i) by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties or (ii) by a waiver in accordance with Section 14.3(b).

(b) Either Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by such other Party pursuant hereto or (iii) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be

valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition hereof shall not be construed as a waiver of any subsequent breach or as a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement.

Section 14.4Governing Law; Dispute Resolution.

(a) 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. 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 (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14.4.

(b) Each Contract Supplement may specify the governing Law, including venue for any Disputes, that apply with respect to such Contract Supplement. Absent such specification, the terms of this Section 14.4 shall apply to each Contract Supplement, *mutatis mutandis*.

(c) Negotiation; Arbitration. In the event of any controversy, dispute or Action between the Parties arising out of, in connection with or in relation to this Agreement (a "Dispute"), the Steering Committee shall meet (by telephone, video conference or in person) no later than five (5) Business Days after receipt of written notice by a Party of a request for resolution of such Dispute. The Steering Committee shall attempt to negotiate in good faith to resolve such Dispute. If the Steering Committee is unable to resolve in writing any such Dispute within ten (10) Business Days following such meeting (the "Steering Committee Period"), an executive officer of each Party shall meet (by telephone, video conference or in person) no later than ten (10) Business Days after the completion of the Steering Committee Period. Such executive officers shall attempt to negotiate in good faith to resolve such Dispute. If such executive officers are unable to resolve in writing any such Dispute within ten (10) Business Days following such meeting, such Dispute shall be submitted, at the request of any Party, to final and binding arbitration administered by the American Arbitration Association (the "AAA") in accordance with its International Arbitration Rules then in effect (the "Rules"), except as modified herein.

(i) The arbitration shall be conducted by a three-member arbitral tribunal (the "Arbitral Tribunal"). The claimant or claimants, collectively, shall appoint one arbitrator in the notice of arbitration and the respondent or respondents, collectively, shall appoint one arbitrator within fourteen (14) days after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be

jointly appointed by the two party-nominated arbitrators, in consultation with the Parties, within twenty-one (21) days of the appointment of the second arbitrator. Any arbitrator not timely appointed shall be appointed by the AAA according to its Rules, unless otherwise agreed in writing.

(ii)In resolving any Dispute to the extent it involves contractual issues under this Agreement, the arbitrators shall apply the governing law specified herein.

(iii)Arbitration under this Section 14.4(c) shall be the sole and exclusive remedy for any Dispute, and any award rendered by the arbitrators shall be final and binding on the Parties and judgment thereupon may be entered in any court of competent jurisdiction having jurisdiction thereof, including any court having jurisdiction over the relevant Party or its assets.

(iv)The Arbitral Tribunal shall be entitled, if appropriate, to award any remedy, including monetary damages, specific performance and all other forms of legal and equitable relief that is in accordance with the terms of this Agreement; provided, however, that the Arbitral Tribunal shall have no authority or power to (A) limit, expand, alter, modify, revoke or suspend any condition or provision of this Agreement, (B) award punitive, exemplary, treble or similar damages or (C) review, resolve or adjudicate, or render any award or grant any relief in respect of, any issue, matter, claim or Dispute other than the specific Dispute or Disputes submitted by the parties to such Arbitral Tribunal for final and binding arbitration, including any Disputes consolidated therewith in accordance with Section 14.4(c)(viii).

(v)Each Party shall bear its own costs and attorneys' fees in any arbitration conducted under this Section 14.4(c), and each party to any such arbitration shall bear an equal portion of the fees and expenses of the arbitration including the Arbitral Tribunal's fees and the fees and expenses of the AAA; provided, however, that the Arbitral Tribunal shall have the power to award the prevailing party its documented out-of-pocket costs and attorneys' fees reasonably incurred in the arbitration (including the fees and expenses of the arbitration, the Arbitral Tribunal's fees and the fees and expenses of the AAA) if the Arbitral Tribunal finds that any of the claims or defenses of the non-prevailing party were frivolous or made in bad faith; provided, further, that if any parties to the arbitration are Affiliates of each other, they shall be counted as a single party to the arbitration for purposes of apportioning such fees and expenses. If either Party (or any member of its Group) files an Action in contravention of this Section 14.4(c), the other Party shall be entitled to an award of any costs they may incur in defending such an Action, including a fee in an amount equal to $25,000,000, multiplied by 1.05 raised to the power of the number of years elapsed since the Effective Date (expressed in decimal form), as well as such additional punitive, exemplary, treble or similar damages as may be awardable under applicable Law. Each of the Parties acknowledges and agrees that if any Party (or any member of its Group) files an Action in contravention of this Section 14.4(c), the non-breaching Party shall suffer reputational loss as a direct consequence of such Action for which it is entitled to damages.

(vi)Any arbitration pursuant to this Section 14.4(c) shall be seated in, and the award shall be rendered, in New York County, New York, in the English language.

(vii)This Section 14.4(c) and any arbitration pursuant thereto shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

(viii)The Arbitral Tribunal may consolidate an arbitration under this Agreement with any arbitration arising under or relating to any other agreement between the Parties entered into pursuant hereto, as the case may be, if the subject of the Disputes thereunder arises out of or relates essentially to the same set of facts or transactions. Such consolidated arbitration shall be determined by the Arbitral Tribunal appointed for the arbitration proceeding that was commenced first in time.

(ix)The Arbitral Tribunal (and, if applicable, any emergency arbitrator appointed by the AAA in accordance with the Rules ("Emergency Arbitrator")) shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The Parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal or (B) prior to the constitution of the Arbitral Tribunal, an Emergency Arbitrator appointed in the manner provided for in the Rules. Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Agreement subject to specific performance in Section 14.4(g). The foregoing procedures shall constitute the exclusive means of seeking Interim Relief; provided, however, that (I) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator, and the Arbitral Tribunal shall apply a *de novo* standard of review to the factual and legal findings of the Emergency Arbitrator and conduct any such proceeding with respect to the actions of the Emergency Arbitrator on an expedited basis and (II) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction.

(d) Jurisdiction. The Parties consent and submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if (and only if) the Court of Chancery of the State of Delaware finds it lacks subject matter jurisdiction, the federal court of the United States sitting in the State of Delaware or, if (and only if) the federal court of the United States sitting in the State of Delaware finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware, and appellate courts thereof (together, the "Permitted Courts"), to enforce the dispute resolution provisions in this Section 14.4, or to enforce any award, relief or decision issued by an Arbitral Tribunal (or, if applicable, Emergency Arbitrator). In any such action: (A) each of the Parties irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any Permitted Court and (B) each of the Parties irrevocably consents to service of process by the mailing of copies of the process

to the Parties as provided in Section 14.1, with service effected in this manner becoming effective five (5) days after the mailing of the process.

(e) Confidentiality. Without limiting the provisions of the Rules, unless otherwise agreed in writing by or among the Parties or permitted by this Agreement, the Parties shall keep, and shall cause the members of their respective Affiliates to keep, confidential all matters relating to the arbitration (including the existence of the proceeding and all of its elements and including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions) or the award, and any negotiations, conferences and discussions pursuant to this Section 14.4 shall be treated as compromise and settlement negotiations; provided that such matters may be disclosed (i) to the extent reasonably necessary in any proceeding brought to enforce this Section 14.4 or the award or for entry of a judgment upon the award and (ii) to the extent otherwise required by Law. Nothing said or disclosed, nor any document produced, in the course of any negotiations, conferences and discussions pursuant to this Section 14.4(e) that is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration. In the event any Party makes application to any court in connection with this Section 14.4(e) (including any proceedings to enforce a final award or any Interim Relief), that Party shall (x) take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator), to be filed under seal, (y) shall oppose any challenge by any third party to such sealing and (z) shall give the other Party immediate notice of such challenge.

(f) Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Contract Supplement during the course of dispute resolution pursuant to the provisions of this Section 14.4 with respect to all matters not subject to such dispute resolution.

(g) 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 Indemnifiable Loss. Accordingly, from and after the Effective Date, 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 Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Section 14.4 (including 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 14.5Independent Contractors. Each Party acknowledges that it has entered into this Agreement for independent business reasons. The relationship of the Parties is those of independent contractors and nothing contained herein shall be deemed to create a joint

venture, partnership or any other relationship. Neither Vylor nor Corteva shall have any power or authority to negotiate or conclude any agreement, or to make any representation or to give any understanding on behalf of the other in any way whatsoever.

Section 14.6No Third-Party Beneficiaries. Except to the extent expressly contemplated by Section 12.3, 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.

Section 14.7Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 14.8Titles and Headings. Titles and headings to articles or 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 14.9Counterparts. 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 14.10References; 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) references to this Agreement and 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 (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) 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; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) 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; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) 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; (n) 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; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (p) 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 "Vylor" shall also be deemed to refer to Vylor's Affiliates, as applicable, references to "Corteva" shall also be deemed to refer to the Corteva's Affiliates, as applicable, and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by Vylor or Corteva shall be deemed to require Vylor or Corteva, as the case may be, to cause their respective Affiliates to take, or refrain from taking, any such action.

Section 14.11Survival. Article I (*Definitions*), Article VI (*Invoices; Taxes; Payment*), Article VIII (*Intellectual Property*), Article XII (*Limitation of Liability and Indemnification*), Article XIII (*Confidentiality*), Article XIV (*Miscellaneous*), Section 2.4(g) (*Subject Products True-Up*), Section 2.5(d) (*Corteva Audits*), Section 3.2 (*Support Fee Statement*), Section 3.3 (*Support Fee Payment*), Section 5.7 (*Samples; Records*), Section 5.13(b)(ii) (*Supply Continuity*), Section 5.14 (*Vylor Audits*), Section 9.3 (*Effect of Termination)*, Section 9.4 (*Sell-Off Right*), Exhibit A (*Trademark License Terms*) and Exhibit C (*SAT Data Sharing and Use Restrictions*) shall survive the termination of this Agreement or any Contract Supplement (with respect to obligations relating to such Subject Product) in accordance with the respective terms thereof.

Section 14.12Entire Agreement; Construction. This Agreement, together with the Exhibits (and schedules thereto) and schedules hereto, the Separation Agreement and the other Ancillary Agreements (as defined in the Separation Agreement), constitutes and sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof. Each of the Parties acknowledges and represents that in deciding to enter into this Agreement and to consummate the transactions contemplated hereby it has not relied upon any statements, promises, warranties or representations, written or oral, express or implied, other than those explicitly set forth herein. Nothing contained in this Agreement is intended or shall be construed to amend or modify in any respect, or constitute a waiver of, any of the rights and obligations of the Parties under the Separation Agreement.

Section 14.13Exhibits; Contract Supplements. The Exhibits (and the schedules thereto) and the schedules hereto 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. The provisions of this Agreement shall be part of each Contract Supplement, whether or not this Agreement is referred to in such Contract Supplement. Notwithstanding anything to the contrary in this Agreement or any Contract Supplement, (a) in the event of any conflict or inconsistency between this Agreement or any Contract Supplement, on the one hand, and Exhibit A, on the other hand, Exhibit A shall control with respect to Trademarks, (b) in the event of any conflict or inconsistency between this Agreement or any Contract Supplement, on the one hand, and Exhibit C, on the other hand, Exhibit C shall control solely with respect to access to and use of SAT Data (as defined therein) and (c) in the event and to the extent of any inconsistency between this Agreement and any Contract Supplement, such Contract Supplement shall prevail.

Section 14.14Default. Default under one Contract Supplement or with respect to any Subject Product shall not mean that a default has occurred with respect to obligations relating to any other Subject Product, unless such default is also a default of such obligations.

Section 14.15Further Assurances. In addition to the actions specifically provided for elsewhere in this Agreement, but subject to any express limitations in this Agreement, each of Corteva and Vylor shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Law or otherwise to implement and give effect to this Agreement.

Section 14.16Forms. The Parties recognize that purchase orders or other sales terms or conditions, acknowledgments or similar instruments ("Forms") may be used to implement or administer provisions of this Agreement and/or any Contract Supplement. The Parties agree that the terms of this Agreement and/or the respective Contract Supplement will prevail in the event of any conflict between this Agreement and/or the respective Contract Supplement, on the one hand, and the Forms, on the other hand, or to the extent the Forms add to, vary or modify this Agreement and/or the respective Contract Supplement.

Section 14.17Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by a licensor of Intellectual Property 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 of Intellectual Property hereunder 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 (i) 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 (ii) if not delivered under clause (i) 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.

Section 14.18Costs and Expenses. Except as expressly provided in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the execution and delivery of this Agreement, and the exercise of its rights and performance of its obligations hereunder.

Section 14.19Export Control of Technical Data. The Parties acknowledge their obligations to control access to technical data under the United States export laws and regulations, including the United States Export Administration Act of 1979, as amended, and the Trading with the Enemy Act, and the Parties agree to adhere to such laws and regulations concerning any technical data or samples received under this Agreement.

Section 14.20Successors and Assigns. The provisions of this Agreement and/or any Contract Supplement and the obligations and rights hereunder and thereunder 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.

* * * * *

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

CORTEVA AGRISCIENCE LLC

By: /s/ Cornel B. Fuerer
Name: Cornel B. Fuerer
Title: Authorized Signatory

PIONEER HI-BRED INTERNATIONAL, INC.

By: /s/ Jennifer A. Johnson
Name: Jennifer A. Johnson
Title: Authorized Signatory

[*Signature Page to the Global Master Seed Treatment Supply Agreement*]

Exhibit A

Trademark License Terms

[***]

Exhibit B

Umbrella Secrecy Agreement

[***]

Exhibit C

SAT Data Sharing and Use Restrictions

[***]

Schedule I

Current Portfolio Products

[***]

Schedule II

Initial Current Portfolio Product Forecast

[***]

Schedule III

Delivery Destinations

[***]
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Schedule IV

Near-Term Products

[***]

Schedule V

Initial Members of the Steering Committee

[***]

Schedule VI

Current Direct Products

[***]

Schedule VII

Pipeline Products

[***]

Schedule VIII

Subject Product Change Timelines

[***]

Schedule IX

PASSER Criteria

[***]

Schedule X

Additional Product Related Terms

[***]