

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

**FORM 10-Q**

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

**For the quarterly period ended March 31, 2024  
OR**

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

**Commission File Number 001-38710**

**Corteva, Inc.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or other Jurisdiction of Incorporation or Organization)  
**9330 Zionsville Road, Indianapolis, Indiana 46268**  
**974 Centre Road, Wilmington, Delaware 19805**  
(Address of Principal Executive Offices) (Zip Code)

**82-4979096**  
(I.R.S. Employer Identification No.)  
**(833) 267-8382**  
(Registrant's Telephone Number, including area code)

**Commission File Number 1-815**

**EIDP, Inc.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or other Jurisdiction of Incorporation or Organization)  
**9330 Zionsville Road, Indianapolis, Indiana 46268**  
**974 Centre Road, Wilmington, Delaware 19805**  
(Address of Principal Executive Offices) (Zip Code)

**51-0014090**  
(I.R.S. Employer Identification No.)  
**(833) 267-8382**  
(Registrant's Telephone Number, including area code)

Securities registered pursuant to Section 12(b) of the Act for Corteva, Inc.:

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

Securities registered pursuant to Section 12(b) of the Act for EIDP, Inc.:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
\$3.50 Series Preferred Stock	CTAPrA	New York Stock Exchange
\$4.50 Series Preferred Stock	CTAPrB	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Corteva, Inc.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
EIDP, Inc.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Corteva, Inc.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
EIDP, Inc.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Corteva, Inc.	Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated Filer <input type="checkbox"/>	Non-Accelerated Filer	<input type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>
EIDP, Inc.	Large Accelerated Filer	<input type="checkbox"/>	Accelerated Filer <input type="checkbox"/>	Non-Accelerated Filer	<input checked="" type="checkbox"/>	Smaller reporting company <input type="checkbox"/>	Emerging growth company <input type="checkbox"/>

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.

Corteva, Inc.	<input type="checkbox"/>
EIDP, Inc.	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Corteva, Inc.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
EIDP, Inc.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Corteva, Inc. had 696,976,000 shares of common stock, par value \$0.01 per share, outstanding at April 25, 2024.

EIDP, Inc. had 200 shares of common stock, par value \$0.30 per share, outstanding at April 25, 2024, all of which are held by Corteva, Inc.

**EIDP, Inc. meets the conditions set forth in General Instruction H(1)(a) and (b) of Form 10-Q (as modified by a grant of no-action relief dated February 12, 2018) and is therefore filing this form with reduced disclosure format.**

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**CORTEVA, Inc.**  
**EIDP, Inc.**

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## Explanatory Note

Corteva owns 100% of the outstanding common stock of EIDP (defined below). EIDP is a subsidiary of Corteva, Inc. and continues to be a reporting company, subject to the requirements of the Securities Exchange Act of 1934, as amended.

Unless otherwise indicated or the context otherwise requires, references in this Quarterly Report on Form 10-Q to:

- "Corteva" or "the company" refers to Corteva, Inc. and its consolidated subsidiaries (including EIDP);
- "EIDP" refers to EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company) and its consolidated subsidiaries or EIDP excluding its consolidated subsidiaries, as the context may indicate;
- "DowDuPont" refers to DowDuPont Inc. and its subsidiaries prior to the Separation of Corteva (defined below);
- "Historical Dow" refers to The Dow Chemical Company and its consolidated subsidiaries prior to the Internal Reorganization (defined below);
- "Historical DuPont" refers to EIDP prior to the Internal Reorganization (defined below);
- "Internal Reorganizations" refers to the series of internal reorganization and realignment steps undertaken by Historical DuPont and Historical Dow to realign its business into three groups: agriculture, materials science and specialty products. Refer to the company's Annual Report on Form 10-K for the year ended December 31, 2023 for further information.
- "Dow Distribution" refers to the separation of DowDuPont's materials science business into a separate and independent public company, on April 1, 2019 by way of a distribution of Dow Inc. through a pro rata dividend in-kind of all of the then-issued and outstanding shares of Dow Inc.'s common stock;
- "Merger" refers to the all-stock merger of equals strategic combination between Historical Dow and Historical DuPont on August 31, 2017;
- "Dow" refers to Dow Inc. after the Dow Distribution;
- "DuPont" refers to DuPont de Nemours, Inc. after the Separation of Corteva (on June 1, 2019, DowDuPont Inc. changed its registered name to DuPont de Nemours, Inc.);
- "Separation" or "Separation of Corteva" refers to June 1, 2019, when Corteva, Inc. became an independent, publicly traded company;
- "Corteva Distribution" refers to the pro rata distribution of all of the then-issued and outstanding shares of Corteva, Inc.'s common stock on June 1, 2019, which was then a wholly-owned subsidiary of DowDuPont, to holders of DowDuPont's common stock as of the close of business on May 24, 2019;
- "Distributions" refers to the Dow Distribution and the Corteva Distribution; and
- "Letter Agreement" refers to the Letter Agreement executed by DuPont and Corteva on June 1, 2019, which sets forth certain additional terms and conditions related to the Separation, including certain limitations on each party's ability to transfer certain businesses and assets to third parties without assigning certain of such party's indemnification obligations under the Corteva Separation Agreement to the other party to the transferee of such businesses and assets or meeting certain other alternative conditions.

This Quarterly Report on Form 10-Q is a combined report being filed separately by Corteva, Inc. and EIDP. The information in this Quarterly Report on Form 10-Q is equally applicable to Corteva, Inc. and EIDP, except where otherwise indicated.

The separate EIDP financial statements and footnotes for areas that differ from Corteva, are included within this Quarterly Report on Form 10-Q and begin on page 58. Footnotes of EIDP that are identical to that of Corteva are cross-referenced accordingly.

**PART I. FINANCIAL INFORMATION****Item 1. CONSOLIDATED FINANCIAL STATEMENTS****Corteva, Inc.****Consolidated Statements of Operations (Unaudited)**

(In millions, except per share amounts)	Three Months Ended March 31,	
	2024	2023
Net sales	\$ 4,492	\$ 4,884
Cost of goods sold	2,550	2,771
Research and development expense	332	316
Selling, general and administrative expenses	736	726
Amortization of intangibles	177	160
Restructuring and asset related charges - net	75	33
Other income (expense) - net	(99)	(71)
Interest expense	41	31
Income (loss) from continuing operations before income taxes	482	776
Provision for (benefit from) income taxes on continuing operations	106	169
Income (loss) from continuing operations after income taxes	376	607
Income (loss) from discontinued operations after income taxes	47	(8)
Net income (loss)	423	599
Net income (loss) attributable to noncontrolling interests	4	4
Net income (loss) attributable to Corteva	\$ 419	\$ 595
Basic earnings (loss) per share of common stock:		
Basic earnings (loss) per share of common stock from continuing operations	\$ 0.53	\$ 0.85
Basic earnings (loss) per share of common stock from discontinued operations	0.07	(0.01)
Basic earnings (loss) per share of common stock	\$ 0.60	\$ 0.84
Diluted earnings (loss) per share of common stock:		
Diluted earnings (loss) per share of common stock from continuing operations	\$ 0.53	\$ 0.84
Diluted earnings (loss) per share of common stock from discontinued operations	0.07	(0.01)
Diluted earnings (loss) per share of common stock	\$ 0.60	\$ 0.83

See Notes to the Interim Consolidated Financial Statements beginning on page 8.

**Corteva, Inc.****Consolidated Statements of Comprehensive Income (Loss) (Unaudited)**

(In millions)	Three Months Ended March 31,	
	2024	2023
Net income (loss)	\$ 423	\$ 599
Other comprehensive income (loss) - net of tax:		
Cumulative translation adjustments	(304)	134
Adjustments to pension benefit plans	1	2
Adjustments to other benefit plans	(2)	(2)
Unrealized gain (loss) on investments	(22)	—
Derivative instruments	(6)	(67)
Total other comprehensive income (loss)	(333)	67
Comprehensive income (loss)	90	666
Comprehensive income (loss) attributable to noncontrolling interests - net of tax	4	4
Comprehensive income (loss) attributable to Corteva	\$ 86	\$ 662

See Notes to the Interim Consolidated Financial Statements beginning on page 8.

**Corteva, Inc.**
**Consolidated Balance Sheets (Unaudited)**

(In millions, except share amounts)	March 31, 2024	December 31, 2023	March 31, 2023
<b>Assets</b>			
Current assets			
Cash and cash equivalents	\$ 1,505	\$ 2,644	\$ 1,646
Marketable securities	153	98	85
Accounts and notes receivable - net	7,906	5,488	8,678
Inventories	6,183	6,899	6,585
Other current assets	1,416	1,131	1,335
Total current assets	17,163	16,260	18,329
Investment in nonconsolidated affiliates	123	115	87
Property, plant and equipment	9,013	8,956	8,633
Less: Accumulated depreciation	4,807	4,669	4,362
Net property, plant and equipment	4,206	4,287	4,271
Goodwill	10,553	10,605	10,508
Other intangible assets	9,446	9,626	10,137
Deferred income taxes	551	584	508
Other assets	1,583	1,519	1,660
Total Assets	\$ 43,625	\$ 42,996	\$ 45,500
<b>Liabilities and Equity</b>			
Current liabilities			
Short-term borrowings and finance lease obligations	\$ 2,148	\$ 198	\$ 3,787
Accounts payable	3,606	4,280	3,957
Income taxes payable	311	174	298
Deferred revenue	2,694	3,406	2,712
Accrued and other current liabilities	2,573	2,351	2,477
Total current liabilities	11,332	10,409	13,231
Long-term debt	2,492	2,291	1,241
Other noncurrent liabilities			
Deferred income tax liabilities	753	899	1,255
Pension and other post employment benefits - noncurrent	2,453	2,467	2,242
Other noncurrent obligations	1,587	1,651	1,692
Total noncurrent liabilities	7,285	7,308	6,430
Commitments and contingent liabilities			
Stockholders' equity			
Common stock, \$0.01 par value; 1,666,667,000 shares authorized; issued at March 31, 2024 - 697,800,000; December 31, 2023 - 701,260,000; and March 31, 2023 - 710,678,000	7	7	7
Additional paid-in capital	27,468	27,748	27,844
Retained earnings (accumulated deficit)	302	(41)	487
Accumulated other comprehensive income (loss)	(3,010)	(2,677)	(2,739)
Total Corteva stockholders' equity	24,767	25,037	25,599
Noncontrolling interests	241	242	240
Total equity	25,008	25,279	25,839
Total Liabilities and Equity	\$ 43,625	\$ 42,996	\$ 45,500

See Notes to the Interim Consolidated Financial Statements beginning on page 8.

**Corteva, Inc.**  
**Consolidated Statements of Cash Flows (Unaudited)**

(In millions)	Three Months Ended March 31,	
	2024	2023
<b>Operating activities</b>		
Net income (loss)	\$ 423	\$ 599
(Income) loss from discontinued operations after income taxes	(47)	8
Adjustments to reconcile net income (loss) to cash provided by (used for) operating activities:		
Depreciation and amortization	307	287
Provision for (benefit from) deferred income tax	(152)	(85)
Net periodic pension and OPEB (credits) costs	41	36
Pension and OPEB contributions	(53)	(50)
Net (gain) loss on sales of property, businesses, consolidated companies and investments	(5)	1
Restructuring and asset related charges - net	75	33
Other net loss	141	48
Changes in assets and liabilities, net		
Accounts and notes receivable	(2,546)	(2,705)
Inventories	618	324
Accounts payable	(615)	(907)
Deferred revenue	(700)	(685)
Other assets and liabilities	(93)	(206)
Cash provided by (used for) operating activities - continuing operations	(2,606)	(3,302)
Cash provided by (used for) operating activities - discontinued operations	(3)	(9)
Cash provided by (used for) operating activities	(2,609)	(3,311)
<b>Investing activities</b>		
Capital expenditures	(148)	(151)
Proceeds from sales of property, businesses and consolidated companies - net of cash divested	5	21
Acquisitions of businesses - net of cash acquired	—	(1,463)
Purchases of investments	(132)	—
Proceeds from sales and maturities of investments	7	40
Proceeds from settlement of net investment hedge	—	42
Other investing activities, net	(2)	—
Cash provided by (used for) investing activities	(270)	(1,511)
<b>Financing activities</b>		
Net change in borrowings (less than 90 days)	656	3,084
Proceeds from debt	1,675	626
Payments on debt	(190)	(56)
Repurchase of common stock	(252)	(252)
Proceeds from exercise of stock options	8	7
Dividends paid to stockholders	(112)	(107)
Other financing activities, net	(19)	(28)
Cash provided by (used for) financing activities	1,766	3,274
Effect of exchange rate changes on cash, cash equivalents and restricted cash equivalents	(31)	(2)
Increase (decrease) in cash, cash equivalents and restricted cash equivalents	(1,144)	(1,550)
Cash, cash equivalents and restricted cash equivalents at beginning of period	3,158	3,618
<b>Cash, cash equivalents and restricted cash equivalents at end of period<sup>1</sup></b>	<b>\$ 2,014</b>	<b>\$ 2,068</b>

<sup>1</sup> See page 14 for reconciliation of cash and cash equivalents and restricted cash equivalents presented in interim Consolidated Balance Sheets to total cash, cash equivalents and restricted cash equivalents presented in the interim Consolidated Statements of Cash Flows.

See Notes to the Interim Consolidated Financial Statements beginning on page 8.



**Corteva, Inc.**
**Consolidated Statements of Equity (Unaudited)**

(In millions, except per share amounts)	<i>Common Stock</i>	<i>Additional Paid-in Capital "APIC"</i>	<i>Retained Earnings (Accum Deficit)</i>	<i>Accumulated Other Comp Income (Loss)</i>	<i>Non- controlling Interests</i>	<i>Total Equity</i>
<b>2023</b>						
Balance at January 1, 2023	\$ 7	\$ 27,851	\$ 250	\$ (2,806)	\$ 239	\$ 25,541
Net income (loss)			595		4	599
Other comprehensive income (loss)				67		67
Share-based compensation		(14)				(14)
Common dividends (\$0.15 per share)			(107)			(107)
Issuance of Corteva stock		7				7
Repurchase of common stock			(252)			(252)
Other - net			1		(3)	(2)
Balance at March 31, 2023	\$ 7	\$ 27,844	\$ 487	\$ (2,739)	\$ 240	\$ 25,839

(In millions, except per share amounts)	<i>Common Stock</i>	<i>Additional Paid-in Capital "APIC"</i>	<i>Retained Earnings (Accum Deficit)</i>	<i>Accumulated Other Comp Income (Loss)</i>	<i>Non-controlling Interests</i>	<i>Total Equity</i>
<b>2024</b>						
Balance at January 1, 2024	\$ 7	\$ 27,748	\$ (41)	\$ (2,677)	\$ 242	\$ 25,279
Net income (loss)			419		4	423
Other comprehensive income (loss)				(333)		(333)
Share-based compensation		3	(1)			2
Common dividends (\$0.16 per share)		(112)				(112)
Issuance of Corteva stock		8				8
Repurchase of common stock		(178)	(74)			(252)
Other - net		(1)	(1)		(5)	(7)
Balance at March 31, 2024	\$ 7	\$ 27,468	\$ 302	\$ (3,010)	\$ 241	\$ 25,008

See Notes to the Interim Consolidated Financial Statements beginning on page 8.

## Corteva, Inc.

Notes to the Interim Consolidated Financial Statements (Unaudited)

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****Basis of Presentation**

The accompanying unaudited interim Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") for interim financial information and the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair statement of the results for interim periods have been included. Results for interim periods should not be considered indicative of results for a full year. These interim Consolidated Financial Statements should be read in conjunction with the audited Consolidated Financial Statements and Notes thereto contained in the company's Annual Report on Form 10-K for the year ended December 31, 2023, collectively referred to as the "2023 Annual Report." The interim Consolidated Financial Statements include the accounts of the company and all of its subsidiaries in which a controlling interest is maintained. The interim Consolidated Financial Statements and other financial information included in this Form 10-Q, unless otherwise specified, have been presented to separately show the effects of discontinued operations.

During the fourth quarter of 2023, the company made the decision, which was retrospectively applied, to adjust the presentation of the interim Consolidated Statement of Cash Flows to separately show the cash provided by (used for) operating activities – discontinued operations, which was previously presented within cash provided by (used for) operating activities. See Note 13 – Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements, for additional information on discontinued operations activities.

Since 2018, Argentina has been considered a hyper-inflationary economy under U.S. GAAP and therefore the U.S. Dollar ("USD") is the functional currency for our related subsidiaries. Argentina contributes approximately 4 percent and 3 percent to the company's annual net sales and segment operating EBITDA, respectively. The company remeasures net monetary assets utilizing the official Argentine Peso ("Peso") to USD exchange rate. The ability to draw down Peso cash balances is limited at this time due to government restrictions and market availability of U.S. Dollars. The devaluation of the Peso relative to the USD over the last several years has resulted in the recognition of exchange losses (refer to Note 6 – Supplementary Information, to the interim Consolidated Financial Statements, and Note 7 – Supplementary Information, to the Consolidated Financial Statements, in the company's 2023 Annual Report). The Argentina government has offered USD-denominated bonds to importers, the proceeds from which could be used to pay off outstanding intercompany payables. The company has purchased \$125 million of these foreign government bonds as part of its strategy to manage its net monetary asset exposure in Argentina. Refer to the "Debt Securities" section in Note 16 - Financial Instruments, for additional information. As of March 31, 2024, a further 10 percent deterioration in the official Peso to USD exchange rate would not have a significant impact on the USD value of our net monetary assets or pre-tax earnings. The company will continue to assess the implications to our operations and financial reporting.

**NOTE 2 - RECENT ACCOUNTING GUIDANCE****Accounting Guidance Issued But Not Adopted as of March 31, 2024**

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The ASU requires that an entity disclose specific categories in the effective tax rate reconciliation as well as reconciling items that meet a quantitative threshold. Further, the ASU requires additional disclosures on income tax expense and taxes paid, net of refunds received, by jurisdiction. The new standard is effective for annual periods beginning after December 15, 2024 on a prospective basis with the option to apply it retrospectively. Early adoption is permitted. The adoption of this guidance will result in the company being required to include enhanced income tax related disclosures.

In November 2023, the FASB issued ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures. This ASU includes amendments that expand the existing reportable segment disclosure requirements and requires disclosure of (i) significant expense categories and amounts by reportable segment as well as the segment's profit or loss measure(s) that are regularly provided to the chief operating decision maker (the "CODM") to allocate resources and assess performance; (ii) how the CODM uses each reported segment profit or loss measure to allocate resources and assess performance; (iii) the nature of other segment balances contributing to reported segment profit or loss that are not captured within segment revenues or expenses; and (iv) the title and position of the individual or name of the group or committee identified as the CODM. This guidance requires retrospective application to all prior periods presented in the financial statements and is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The adoption of this guidance will result in the company being required to include enhanced disclosures relating to its reportable segments.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

In August 2023, the FASB issued ASU 2023-05, Business Combinations—Joint Venture Formations (Subtopic 805-60): Recognition and Initial Measurement. The amendments in this ASU are intended to facilitate consistency in the application of accounting guidance upon the formation of entities qualifying as joint ventures. It generally requires the use of business combinations accounting at the joint venture formation date, which would result in the contributed assets/liabilities being revalued to fair value and potentially result in the recognition of goodwill and other intangibles on the joint venture's financial statements. It does not alter the ongoing accounting for the joint venture's operations. This guidance is effective for joint ventures with formation dates on or after January 1, 2025. Prospective application is required, with early adoption permitted. Retrospective application can be elected for joint ventures formed before January 1, 2025. The company does not expect the impact of adoption to be material.

**NOTE 3 - BUSINESS COMBINATIONS**

On March 1, 2023 ("Acquisition Date"), Corteva completed the acquisitions of all the outstanding equity interests in Stoller Group, Inc. ("Stoller"), one of the largest independent companies in the Biologicals industry, and Quorum Vital Investment, S.L. and its affiliates ("Symborg"), an expert in microbiological technologies. The purchase price for Stoller and Symborg was \$1,220 million, inclusive of a working capital adjustment, and \$370 million, respectively. These acquisitions supplement the crop protection business with additional biological tools that complement evolving farming practices.

The company finalized the purchase price allocation and assessment of the fair value of the assets acquired and liabilities assumed as of the Acquisition Date in the first quarter of 2024. There were no material adjustments recognized during the measurement period. For additional information regarding the acquisition of Stoller and Symborg, see Note 4 - Business Combinations, to the Consolidated Financial Statements, in the company's 2023 Annual Report.

**NOTE 4 - REVENUE****Remaining Performance Obligations**

Remaining performance obligations represent the transaction price allocated to unsatisfied or partially unsatisfied performance obligations. The company applies the practical expedient to disclose the transaction price allocated to the remaining performance obligations for only those contracts with an original duration of more than one year. The transaction price allocated to remaining performance obligations with an original duration of more than one year related to material rights granted to customers for contract renewal options were \$131 million, \$134 million and \$126 million at March 31, 2024, December 31, 2023 and March 31, 2023, respectively. The company expects revenue to be recognized for the remaining performance obligations evenly over the period of one year to six years.

**Contract Balances**

Contract liabilities primarily reflect deferred revenue from prepayments under contracts with customers where the company receives advance payments for products to be delivered in future periods. Corteva classifies deferred revenue as current or noncurrent based on the timing of when the company expects to recognize revenue. Contract assets primarily include amounts related to conditional rights to consideration for completed performance not yet invoiced. Accounts receivable are recorded when the right to consideration becomes unconditional.

<b>Contract Balances</b> (In millions)	<b>March 31, 2024</b>	<b>December 31, 2023</b>	<b>March 31, 2023</b>
Accounts and notes receivable - trade <sup>1</sup>	\$ 6,760	\$ 4,329	\$ 7,334
Contract assets - current <sup>2</sup>	28	27	26
Contract assets - noncurrent <sup>3</sup>	67	67	63
Deferred revenue - current	2,694	3,406	2,712
Deferred revenue - noncurrent <sup>4</sup>	104	108	103

<sup>1</sup> Included in accounts and notes receivable - net in the interim Consolidated Balance Sheets.

<sup>2</sup> Included in other current assets in the interim Consolidated Balance Sheets.

<sup>3</sup> Included in other assets in the interim Consolidated Balance Sheets.

<sup>4</sup> Included in other noncurrent obligations in the interim Consolidated Balance Sheets.

Revenue recognized during the three months ended March 31, 2024 and 2023 from amounts included in deferred revenue at the beginning of the period was \$1,205 million and \$1,201 million, respectively.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**
**Disaggregation of Revenue**

Corteva's operations are classified into two reportable segments: Seed and Crop Protection. The company disaggregates its revenue by major product line and geographic region, as the company believes it best depicts the nature, amount and timing of its revenue and cash flows. Net sales by major product line are included below:

(In millions)	Three Months Ended March 31,	
	2024	2023
Corn	\$ 2,087	\$ 1,979
Soybean	292	269
Other oilseeds	245	301
Other	127	146
<b>Seed</b>	<b>2,751</b>	<b>2,695</b>
Herbicides	886	1,242
Insecticides	373	409
Fungicides	295	359
Other	187	179
Crop Protection	1,741	2,189
<b>Total</b>	<b>\$ 4,492</b>	<b>\$ 4,884</b>

Sales are attributed to geographic regions based on customer location. Net sales by geographic region and segment are included below:

(In millions)	Three Months Ended March 31,	
	2024	2023
<b>Seed</b>		
North America <sup>1</sup>	\$ 1,471	\$ 1,323
EMEA <sup>2</sup>	918	1,012
Latin America	271	259
Asia Pacific	91	101
<b>Total</b>	<b>\$ 2,751</b>	<b>\$ 2,695</b>

(In millions)	Three Months Ended March 31,	
	2024	2023
<b>Crop Protection</b>		
North America <sup>1</sup>	\$ 616	\$ 879
EMEA <sup>2</sup>	670	801
Latin America	244	293
Asia Pacific	211	216
<b>Total</b>	<b>\$ 1,741</b>	<b>\$ 2,189</b>

1. Represents U.S. & Canada.

2. Europe, Middle East and Africa ("EMEA").

**NOTE 5 - RESTRUCTURING AND ASSET RELATED CHARGES - NET**
**Crop Protection Operations Strategy Restructuring Program**

On November 5, 2023, management of the company approved a plan to further optimize its Crop Protection network of manufacturing and external partners (the "Crop Protection Operations Strategy Restructuring Program"). The plan includes the exit of the company's production activities at its site in Pittsburg, California, as well as ceasing operations in select manufacturing lines at other locations.

The company expects to record aggregate pre-tax restructuring and asset related charges of \$410 million to \$460 million, comprised of \$70 million to \$90 million of severance and related benefit costs, \$320 million to \$340 million of asset-related and impairment charges and \$20 million to \$30 million of costs related to contract terminations. Reductions in workforce are

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

subject to local regulatory requirements. Through the first quarter of 2024, the company recorded net pre-tax restructuring and asset related charges of \$284 million, comprised of \$14 million of severance and related benefit costs, \$267 million of asset-related and impairment charges and \$3 million of costs related to contract terminations. The pre-tax restructuring and asset related charges noted above includes charges relating to spare parts write-offs recognized during the fourth quarter of 2023, which impacted the crop protection segment, and were included in cost of goods sold, in the company's Consolidated Statement of Operations for the year ended December 31, 2023. See Note 23 – Segment Information, to the Consolidated Financial Statements, in the company's 2023 Annual Report for additional information.

Future cash payments related to these charges are anticipated to be \$90 million to \$120 million, which primarily relate to the payment of severance and related benefits and contract terminations. Through the first quarter of 2024, the company paid \$3 million associated with these charges. The restructuring actions associated with these charges are expected to be substantially complete in 2024.

The following table is a summary of charges incurred related to the Crop Protection Operations Strategy Restructuring Program for the three months ended March 31, 2024.

(In millions)	<b>Three Months Ended March 31, 2024</b>
Severance and related benefit costs <sup>1</sup>	\$ 14
Asset related charges <sup>2</sup>	41
<b>Total restructuring and asset related charges - net</b>	<b>\$ 55</b>

1. Reflects corporate-related charges.

2. Reflects charges associated with the crop protection segment.

A reconciliation of the December 31, 2023 to the March 31, 2024 liability balances related to the Crop Protection Operations Strategy Restructuring Program is summarized below:

(In millions)	<i>Severance and Related Benefit Costs</i>	<i>Asset Related</i>	<i>Total</i>
Balance at December 31, 2023	\$ —	\$ —	\$ —
Charges to income from continuing operations	14	41	55
Asset write-offs	—	(41)	(41)
Balance at March 31, 2024	\$ 14	\$ —	\$ 14

**2022 Restructuring Actions**

In connection with the company's shift to a global business unit model during 2022, the company assessed its business priorities and operational structure to maximize the customer experience and deliver on growth and earnings potential. As a result of this assessment, the company committed to restructuring actions during the second quarter of 2022, which included the company's separate announcement to withdraw from Russia ("Russia Exit") (collectively the "2022 Restructuring Actions"). Through the first quarter of 2024, the company recorded net pre-tax restructuring and other charges of \$373 million inception-to-date under the 2022 Restructuring Actions, consisting of \$131 million of severance and related benefit costs, \$116 million of asset related charges, \$67 million of costs related to contract terminations (including early lease terminations) and \$59 million of other charges. The company does not anticipate any additional material charges from the 2022 Restructuring Actions as actions associated with this charge are substantially complete.

Cash payments related to these charges are anticipated to be up to \$210 million, of which approximately \$160 million has been paid through March 31, 2024, and primarily relate to the payment of severance and related benefits, contract terminations and other charges.

The total net pre-tax restructuring and other charges recognized through the three months ended March 31, 2024 included \$53 million associated with the Russia Exit. The Russia Exit net pre-tax restructuring charges consisted of \$6 million of severance and related benefit costs, \$6 million of asset related charges, and \$30 million of costs related to contract terminations (including early lease terminations). Other pre-tax charges associated with the Russia Exit were recorded to cost of goods sold and other income (expense) – net in the Consolidated Statement of Operations, relating to inventory write-offs of \$3 million and settlement costs of \$8 million, respectively.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

The following table is a summary of charges incurred related to the 2022 Restructuring Actions for the three months ended March 31, 2023.

(In millions)	<b>Three Months Ended March 31, 2023</b>
Severance and related benefit costs <sup>1</sup>	\$ 4
Asset related charges <sup>2</sup>	7
<b>Total restructuring and asset related charges - net<sup>3</sup></b>	<b>\$ 11</b>

1. Reflects corporate-related charges.

2. Reflects charges of \$6 million and \$1 million associated with the seed and crop protection segment, respectively.

3. This amount excludes other pre-tax charges recorded during the three months ended March 31, 2023 impacting the Seed segment included in cost of goods sold and other income (expense) – net, in the company's interim Consolidated Statement of Operations, relating to inventory write-offs and a loss on the sale of the company's interest in an equity investment. See Note 18 - Segment Information, to the interim Consolidated Financial Statements, for additional information.

A reconciliation of the December 31, 2023 to the March 31, 2024 liability balances related to the 2022 Restructuring Actions is summarized below:

(In millions)	<i>Severance and Related Benefit Costs</i>	<i>Asset Related</i>	<i>Contract Termination<sup>1</sup></i>	<i>Total</i>
Balance at December 31, 2023	\$ 48	\$ 1	\$ 9	\$ 58
Payments	(8)	—	—	(8)
<b>Balance at March 31, 2024</b>	<b>\$ 40</b>	<b>\$ 1</b>	<b>\$ 9</b>	<b>\$ 50</b>

1. The liability for contract terminations includes lease obligations.

**Other Asset Related Charges**

The company recognized charges of \$20 million and \$16 million for the three months ended March 31, 2024 and 2023 respectively, in restructuring and asset related charges - net, in the interim Consolidated Statement of Operations, from non-cash accelerated prepaid royalty amortization expense related to Roundup Ready 2 Yield® and Roundup Ready 2 Xtend® herbicide tolerance traits.

**NOTE 6 - SUPPLEMENTARY INFORMATION**

<b>Other Income (Expense) - Net</b>	<b>Three Months Ended March 31,</b>	
(In millions)	<b>2024</b>	<b>2023</b>
Interest income	\$ 35	\$ 40
Equity in earnings (losses) of affiliates - net	8	3
Net gain (loss) on sales of businesses and other assets	4	(1)
Net exchange gains (losses) <sup>1</sup>	(59)	(36)
Non-operating pension and other post employment benefit credit (costs) <sup>2</sup>	(36)	(31)
Miscellaneous income (expenses) - net <sup>3</sup>	(51)	(46)
<b>Other income (expense) - net</b>	<b>\$ (99)</b>	<b>\$ (71)</b>

1. Includes net pre-tax exchange gains (losses) of \$(10) million and \$(21) million associated with the devaluation of the Argentine peso for the three months ended March 31, 2024, and 2023, respectively.

2. Includes non-service related components of net periodic benefit credits (costs) (interest cost, expected return on plan assets, amortization of unrecognized gain (loss), amortization of prior service benefit and settlement gain (loss)).

3. Includes estimated settlement reserves and other items. The three months ended March 31, 2024 also includes the recognition of an indemnification payment negotiated with prior Stoller owners and tax indemnification adjustments related to changes in indemnification balances as a result of the application of the terms of the Tax Matters Agreement between Corteva and Dow and/or DuPont. The three months ended March 31, 2023 also includes gains on the sale of assets and a loss on the sale of the company's interest in an equity investment.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

The following table summarizes the impacts of the company's foreign currency hedging program on the company's results of operations. The company routinely uses foreign currency exchange contracts to offset its net exposures, by currency, related to the foreign currency-denominated monetary assets and liabilities. The objective of this program is to maintain an approximately balanced position in foreign currencies in order to minimize, on an after-tax basis, the effects of exchange rate changes on net monetary asset positions. The hedging program gains (losses) are largely taxable (tax deductible) in the U.S., whereas the offsetting exchange gains (losses) on the remeasurement of the net monetary asset positions are often not taxable (tax deductible) in their local jurisdictions. The net pre-tax exchange gains (losses) are recorded in other income (expense) - net and the related tax impact is recorded in provision for (benefit from) income taxes on continuing operations in the interim Consolidated Statements of Operations.

(In millions)	Three Months Ended March 31,	
	2024	2023
<b>Subsidiary Monetary Position Gain (Loss)</b>		
Pre-tax exchange gain (loss)	\$ 23	\$ (30)
Local tax (expenses) benefits	(10)	9
Net after-tax impact from subsidiary exchange gain (loss)	\$ 13	\$ (21)
<b>Hedging Program Gain (Loss)</b>		
Pre-tax exchange gain (loss)	\$ (82)	\$ (6)
Tax (expenses) benefits	17	2
Net after-tax impact from hedging program exchange gain (loss)	\$ (65)	\$ (4)
<b>Total Exchange Gain (Loss)</b>		
Pre-tax exchange gain (loss)	\$ (59)	\$ (36)
Tax (expenses) benefits	7	11
Net after-tax exchange gain (loss)	\$ (52)	\$ (25)
Non-Controlling Interest Adjustment	1	—
Net after-tax exchange gain (loss) attributable to Corteva	\$ (51)	\$ (25)

**Cash, cash equivalents and restricted cash equivalents**

The following table provides a reconciliation of cash and cash equivalents and restricted cash equivalents presented in the interim Consolidated Balance Sheets to the total cash, cash equivalents and restricted cash equivalents presented in the interim Consolidated Statements of Cash Flows. Corteva classifies restricted cash equivalents as current or noncurrent based on the nature of the restrictions, which are included in other current assets and other assets, respectively, in the interim Consolidated Balance Sheets.

(In millions)	March 31, 2024	December 31, 2023	March 31, 2023
Cash and cash equivalents	\$ 1,505	\$ 2,644	\$ 1,646
Restricted cash equivalents	509	514	422
Total cash, cash equivalents and restricted cash equivalents	\$ 2,014	\$ 3,158	\$ 2,068

Restricted cash equivalents primarily relates to a trust funded by EIDP for cash obligations under certain non-qualified benefit and deferred compensation plans due to the Merger, which was a change in control event, and contributions to escrow accounts established for the settlement of certain legal matters and the settlement of legacy PFAS matters and the associated qualified spend. All of the company's restricted cash equivalents are classified as current as of March 31, 2024, December 31, 2023 and March 31, 2023, except for the contributions to the escrow account established for the settlement of legacy PFAS matters and the associated qualified spend, which was classified as noncurrent at March 31, 2023.

**Accounts payable**

At March 31, 2024, December 31, 2023 and March 31, 2023, accounts payable was \$3,606 million, \$4,280 million and \$3,957 million, respectively, which includes accounts payable - trade of \$1,982 million, \$2,952 million and \$2,315 million, respectively. Included in accounts payable – trade was seed grower compensation of approximately \$285 million, \$560 million and \$185 million, respectively, which is measured at fair value using level 2 inputs for each period presented.



**NOTE 7 - INCOME TAXES**

The effective tax rate for the three months ended March 31, 2024, and 2023 was 22.0 percent and 21.8 percent, respectively.

During the three months ended March 31, 2024 and 2023, the company recognized \$6 million and \$12 million, respectively, of net tax benefits for income taxes on continuing operations associated with changes in deferred taxes and accruals for certain prior year tax positions in various jurisdictions as well as from stock-based compensation.

The company routinely uses foreign currency exchange contracts to offset its net exposures, by currency, related to the foreign currency-denominated monetary assets and liabilities. The objective of the program, which resides in the U.S., is to maintain an approximately balanced position in foreign currencies in order to minimize, on an after-tax basis, the effects of exchange rate changes on net monetary asset positions, which can drive material impacts on the company's effective tax rate. For further discussion of pre-tax and after-tax impacts of the company's foreign currency hedging program and net monetary asset programs, refer to Note 6 - Supplementary Information.

**NOTE 8 - EARNINGS PER SHARE OF COMMON STOCK**

The following tables provide earnings per share calculations for the periods indicated below:

<b>Net Income (Loss) for Earnings (Loss) Per Share Calculations - Basic and Diluted</b> (In millions)	<b>Three Months Ended March 31,</b>	
	<b>2024</b>	<b>2023</b>
Income (loss) from continuing operations after income taxes	\$ 376	\$ 607
Net income (loss) attributable to continuing operations noncontrolling interests	4	4
Income (loss) from continuing operations available to Corteva common stockholders	372	603
Income (loss) from discontinued operations available to Corteva common stockholders	47	(8)
Net income (loss) available to common stockholders	\$ 419	\$ 595

<b>Earnings (Loss) Per Share Calculations - Basic</b> (Dollars per share)	<b>Three Months Ended March 31,</b>	
	<b>2024</b>	<b>2023</b>
Earnings (loss) per share of common stock from continuing operations	\$ 0.53	\$ 0.85
Earnings (loss) per share of common stock from discontinued operations	0.07	(0.01)
Earnings (loss) per share of common stock	\$ 0.60	\$ 0.84

<b>Earnings (Loss) Per Share Calculations - Diluted</b> (Dollars per share)	<b>Three Months Ended March 31,</b>	
	<b>2024</b>	<b>2023</b>
Earnings (loss) per share of common stock from continuing operations	\$ 0.53	\$ 0.84
Earnings (loss) per share of common stock from discontinued operations	0.07	(0.01)
Earnings (loss) per share of common stock	\$ 0.60	\$ 0.83

<b>Share Count Information</b> (Shares in millions)	<b>Three Months Ended March 31,</b>	
	<b>2024</b>	<b>2023</b>
Weighted-average common shares - basic	700.4	712.9
Plus dilutive effect of equity compensation plans <sup>1</sup>	2.4	3.3
Weighted-average common shares - diluted	702.8	716.2
Potential shares of common stock excluded from EPS calculations <sup>2</sup>	3.6	2.7

1. Diluted earnings (loss) per share considers the impact of potentially dilutive securities except in periods in which there is a loss because the inclusion of the potential common shares would have an anti-dilutive effect.

2. These outstanding potential shares of common stock relating to stock options, restricted stock units and performance-based restricted stock units were excluded from the calculation of diluted earnings (loss) per share because (i) the effect of including them would have been anti-dilutive; and (ii) the performance metrics have not yet been achieved for the outstanding potential shares relating to performance-based restricted stock units, which are deemed to be contingently issuable.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**
**NOTE 9 - ACCOUNTS AND NOTES RECEIVABLE - NET**

(In millions)	March 31, 2024	December 31, 2023	March 31, 2023
Accounts receivable – trade <sup>1</sup>	\$ 6,320	\$ 4,210	\$ 6,883
Notes receivable – trade <sup>1,2</sup>	440	119	451
Other <sup>3</sup>	1,146	1,159	1,344
Total accounts and notes receivable - net	\$ 7,906	\$ 5,488	\$ 8,678

<sup>1</sup>. Accounts and notes receivable - trade are net of allowances of \$188 million, \$205 million and \$207 million at March 31, 2024, December 31, 2023 and March 31, 2023, respectively.

<sup>2</sup>. Notes receivable – trade primarily consists of receivables for deferred payment loan programs for the sale of seed and chemical products to customers. These loans have terms of one year or less and are primarily concentrated in North America. The company maintains a rigid approval process for extending credit to customers in order to manage overall risk and exposure associated with credit losses. As of March 31, 2024, December 31, 2023 and March 31, 2023 there were no significant impairments related to current loan agreements.

<sup>3</sup>. Other includes receivables in relation to indemnification assets, value added tax, general sales tax and other taxes. No individual group represents more than 5 percent of total current assets. In addition, Other includes amounts due from nonconsolidated affiliates of \$125 million, \$131 million and \$137 million as of March 31, 2024, December 31, 2023 and March 31, 2023, respectively.

Accounts and notes receivable are carried at the expected amount to be collected, which approximates fair value. The company establishes the allowance for doubtful receivables using a loss-rate method where the loss rate is developed using past events, historical experience, current conditions and forecasts that affect the collectability of the financial assets.

The following table summarizes changes in the allowance for doubtful receivables for the three months ended March 31, 2024 and 2023:

(In millions)	
<b>2023</b>	
Balance at December 31, 2022	\$ 194
Net provision for credit losses	10
Other - net of write-offs charged against allowance	3
Balance at March 31, 2023	\$ 207
<b>2024</b>	
Balance at December 31, 2023	\$ 205
Net provision for credit losses	13
Other - net of write-offs charged against allowance	(30)
Balance at March 31, 2024	\$ 188

The company enters into various factoring agreements with third-party financial institutions to sell its trade receivables under both recourse and non-recourse agreements in exchange for cash proceeds. These financing arrangements result in a transfer of the company's receivables and risks to the third-party. As these transfers qualify as true sales under the applicable accounting guidance, the receivables are derecognized from the interim Consolidated Balance Sheets upon transfer, and the company receives a payment for the receivables from the third-party within a mutually agreed upon time period. For arrangements involving an element of recourse, which is typically provided through a guarantee of accounts in the event of customer default, the guarantee obligation is measured using market data from similar transactions and reported as a current liability in the interim Consolidated Balance Sheets.

Trade receivables sold under these agreements were \$18 million and \$8 million for the three months ended March 31, 2024 and 2023, respectively. The trade receivables sold that remained outstanding under these agreements which include an element of recourse as of March 31, 2024, December 31, 2023 and March 31, 2023 were \$4 million, \$2 million and \$19 million, respectively. The net proceeds received are included in cash provided by (used for) operating activities in the interim Consolidated Statements of Cash Flows. The difference between the carrying amount of the trade receivables sold and the sum of the cash received is recorded as a loss on sale of receivables in other income (expense) - net, in the interim Consolidated Statements of Operations. The loss on sale of receivables for the three months ended March 31, 2024 and 2023 was not material. See Note 13 - Commitments and Contingent Liabilities for additional information on the company's guarantees.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**
**NOTE 10 - INVENTORIES**

(In millions)	March 31, 2024	December 31, 2023	March 31, 2023
Finished products	\$ 3,284	\$ 3,273	\$ 3,650
Semi-finished products	2,206	2,775	2,023
Raw materials and supplies	693	851	912
Total inventories	\$ 6,183	\$ 6,899	\$ 6,585

**NOTE 11 - OTHER INTANGIBLE ASSETS**
**Other Intangibles Assets**

The gross carrying amounts and accumulated amortization of other intangible assets by major class are as follows:

(In millions)	March 31, 2024			December 31, 2023			March 31, 2023		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
<b>Intangible assets subject to amortization (finite-lived):</b>									
Germplasm	\$ 6,291	\$ (1,145)	\$ 5,146	\$ 6,291	\$ (1,081)	\$ 5,210	\$ 6,291	\$ (890)	\$ 5,401
Customer-related	2,421	(766)	1,655	2,427	(734)	1,693	2,407	(617)	1,790
Developed technology	1,846	(1,050)	796	1,849	(1,004)	845	1,845	(868)	977
Trademarks/trade names	2,111	(361)	1,750	2,111	(339)	1,772	2,107	(271)	1,836
Other <sup>1</sup>	395	(301)	94	395	(294)	101	395	(276)	119
Total other intangible assets with finite lives	13,064	(3,623)	9,441	13,073	(3,452)	9,621	13,045	(2,922)	10,123
<b>Intangible assets not subject to amortization (indefinite-lived):</b>									
IPR&D	5	—	5	5	—	5	14	—	14
Total other intangible assets with indefinite lives	5	—	5	5	—	5	14	—	14
<b>Total other intangible assets</b>	<b>\$ 13,069</b>	<b>\$ (3,623)</b>	<b>\$ 9,446</b>	<b>\$ 13,078</b>	<b>\$ (3,452)</b>	<b>\$ 9,626</b>	<b>\$ 13,059</b>	<b>\$ (2,922)</b>	<b>\$ 10,137</b>

1. Primarily consists of sales and farmer networks, marketing and manufacturing alliances and noncompetition agreements.

The aggregate pre-tax amortization expense from continuing operations for definite-lived intangible assets was \$177 million and \$160 million for the three months ended March 31, 2024 and 2023, respectively. The current estimated aggregate pre-tax amortization expense from continuing operations for the remainder of 2024 and each of the next five years is approximately \$509 million, \$646 million, \$635 million, \$575 million, \$554 million and \$531 million, respectively.

**NOTE 12 - SHORT-TERM BORROWINGS, LONG-TERM DEBT AND AVAILABLE CREDIT FACILITIES**

The following tables summarize Corteva's short-term borrowings and finance lease obligations and long-term debt:

<b>Short-term borrowings and finance lease obligations</b>			
(In millions)	March 31, 2024	December 31, 2023	March 31, 2023
Commercial paper	\$ 1,981	\$ —	\$ 2,680
364-Day Revolving Credit Facility	—	—	1,000
Other loans - various currencies	166	1	57
Long-term debt payable within one year	—	196	49
Finance lease obligations payable within one year	1	1	1
Total short-term borrowings and finance lease obligations	\$ 2,148	\$ 198	\$ 3,787

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

<b>Long-term debt</b>						
(In millions)	<b>March 31, 2024</b>		<b>December 31, 2023</b>		<b>March 31, 2023</b>	
	<i>Amount</i>	<i>Weighted Average Rate</i>	<i>Amount</i>	<i>Weighted Average Rate</i>	<i>Amount</i>	<i>Weighted Average Rate</i>
<b>Promissory notes and debentures:</b>						
Maturing in 2025	\$ 500	1.70 %	\$ 500	1.70 %	\$ 500	1.70 %
Maturing in 2026	600	4.50 %	600	4.50 %	—	—
Maturing in 2030	500	2.30 %	500	2.30 %	500	2.30 %
Maturing in 2033	600	4.80 %	600	4.80 %	—	—
<b>Other loans:</b>						
Foreign currency loans, various rates and maturities	200	12.70 %	196	14.80 %	187	14.80 %
Medium-term notes, varying maturities through 2041	106	5.28 %	106	5.34 %	107	4.62 %
Finance lease obligations	1	—	1	—	3	—
Less: Unamortized debt discount and issuance costs	15	—	16	—	7	—
Less: Long-term debt due within one year	—	—	196	—	49	—
<b>Total long-term debt</b>	<b>\$ 2,492</b>		<b>\$ 2,291</b>		<b>\$ 1,241</b>	

The estimated fair value of the company's short-term and long-term borrowings, including interest rate financial instruments, was determined using Level 2 inputs within the fair value hierarchy. Based on quoted market prices for the same or similar issues, or on current rates offered to the company for debt of the same remaining maturities, the fair value of the company's short-term borrowings and finance lease obligations was approximately carrying value.

The fair value of the company's long-term borrowings, including debt due within one year, was \$2,403 million, \$2,434 million and \$1,198 million as of March 31, 2024, December 31, 2023 and March 31, 2023, respectively.

**Debt Offering**

In May 2023, the company issued \$600 million of 4.50 percent Senior Notes due in 2026 and \$600 million of 4.80 percent Senior Notes due in 2033 (the "May 2023 Debt Offering"). The proceeds of this offering are intended to be used for general corporate purposes, which may include funding of working capital, capital expenditures and share repurchases.

**Foreign Currency Loans**

The company enters into short-term and long-term foreign currency loans from time-to-time by accessing uncommitted revolving credit lines to fund working capital needs of foreign subsidiaries in the normal course of business ("Foreign Currency Loans"). Interest rates are variable and determined at the time of borrowing. Total unused bank credit lines on the Foreign Currency Loans at March 31, 2024 was approximately \$24 million. The company's Foreign Currency Loans have varying maturities through 2026.

**Available Committed Credit Facilities**

The following table summarizes the company's credit facilities:

<b>Committed and Available Credit Facilities at March 31, 2024</b>					
(In millions)	<i>Effective Date</i>	<i>Committed Credit</i>	<i>Credit Available</i>	<i>Maturity Date</i>	<i>Interest</i>
Revolving Credit Facility	May 2022	\$ 3,000	\$ 3,000	May 2027	Floating Rate
Revolving Credit Facility	May 2022	2,000	2,000	May 2025	Floating Rate
364-day Revolving Credit Facility	February 2024	1,000	1,000	February 2025	Floating Rate
<b>Total Committed and Available Credit Facilities</b>		<b>\$ 6,000</b>	<b>\$ 6,000</b>		

**Revolving Credit Facilities**

In May 2022, EIDP entered into a \$3 billion, 5-year revolving credit facility and a \$2 billion, 3-year revolving credit facility (the "Revolving Credit Facilities") expiring in May 2027 and May 2025, respectively. Borrowings under the Revolving Credit Facilities will have an interest rate equal to Adjusted Term SOFR, which is Term SOFR plus 0.10 percent, plus the applicable margin. The Revolving Credit Facilities may serve as a substitute to the company's commercial paper program, and can be used,

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

from time to time, for general corporate purposes including, but not limited to, the funding of seasonal working capital needs. The Revolving Credit Facilities contain customary representations and warranties, affirmative and negative covenants and events of default that are typical for companies with similar credit ratings. Additionally, the Revolving Credit Facilities contain a financial covenant requiring that the ratio of total indebtedness to total capitalization for Corteva and its consolidated subsidiaries not exceed 0.60. At March 31, 2024, the company was in compliance with these covenants.

*364-Day Revolving Credit Facilities*

In February 2024, the company amended and restated its July 2023 (as amended in July 2023 and January 2024) 364-day revolving credit agreement (the "364-Day Revolving Credit Facility") increasing the facility amount to \$1 billion and extending the expiration date to February 2025. Borrowings under the 364-Day Revolving Credit Facility will have an interest rate equal to Adjusted Term SOFR, which is Term SOFR plus 0.10 percent, plus the applicable margin. The 364-Day Revolving Credit Facility includes a provision under which the company may convert any advances outstanding prior to the maturity date into term loans having a maturity date up to one year later. In February 2023, the company drew down \$1 billion under the 364-Day Revolving Credit Facility, which was used for general corporate purposes, including funding seasonal working capital needs, capital spending, dividend payments, share repurchases and to partially fund the Stoller and Symborg acquisitions. In May 2023, the company repaid the \$1 billion loan using the proceeds from the May 2023 Debt Offering. The 364-Day Revolving Credit Facility contains customary representations and warranties, affirmative and negative covenants and events of default that are typical for companies with similar credit ratings. Additionally, the 364-Day Revolving Credit Facility contains a financial covenant requiring that the ratio of total indebtedness to total capitalization for Corteva and its consolidated subsidiaries not exceed 0.60. At March 31, 2024, the company was in compliance with these covenants.

**NOTE 13 - COMMITMENTS AND CONTINGENT LIABILITIES****Guarantees***Indemnifications*

In connection with acquisitions and divestitures, the company has indemnified respective parties against certain liabilities that may arise in connection with these transactions and business activities prior to the completion of the transactions. The term of these indemnifications, which typically pertain to environmental, tax and product liabilities, is generally indefinite. In addition, the company indemnifies its duly elected or appointed directors and officers to the fullest extent permitted by Delaware law, against liabilities incurred as a result of their activities for the company, such as adverse judgments relating to litigation matters. If the indemnified party were to incur a liability or have a liability increase as a result of a successful claim, pursuant to the terms of the indemnification, the company would be required to reimburse the indemnified party. The maximum amount of potential future payments is generally unlimited. See below for additional information relating to the indemnification obligations under the Chemours Separation Agreement and the Corteva Separation Agreement.

*Obligations for Supplier Finance Programs*

The company enters into supplier finance programs with various finance providers in which the company agrees to pay the stated amount of confirmed invoices from participating suppliers by the original maturity date. The company or the financial provider may terminate the agreement upon providing at least thirty days' written notice. The payment terms that the company has with its finance providers under supplier finance programs are less than one year. At March 31, 2024, December 31, 2023 and March 31, 2023, the outstanding obligations under supplier finance programs was \$153 million, \$115 million and \$165 million, respectively, and included within accounts payable in the interim Consolidated Balance Sheets.

The rollforward of the company's outstanding obligations confirmed as valid under its supplier finance programs for the period ended March 31, 2024 is as follows:

(In millions)	
Confirmed obligations outstanding at December 31, 2023	\$ 115
Invoices confirmed during the year	163
Confirmed invoices paid during the year	(125)
Confirmed obligations outstanding at March 31, 2024	\$ 153

*Obligations for Customers and Other Third Parties*

The company has directly guaranteed various debt obligations under agreements with third parties related to customers and other third parties. At March 31, 2024, December 31, 2023 and March 31, 2023, the company had directly guaranteed \$79 million, \$84 million and \$79 million, respectively, of such obligations. These amounts represent the maximum potential

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amount of future (undiscounted) payments that the company could be required to make under the guarantees in the event of default by the guaranteed party. Of the maximum future payments at March 31, 2024, approximately \$15 million had terms greater than one year. The maximum future payments include \$1 million, \$2 million and \$9 million at March 31, 2024, December 31, 2023 and March 31, 2023, respectively, of guarantees related to the various factoring agreements that the company enters into with third-party financial institutions to sell its trade receivables. See Note 9 - Accounts and Notes Receivable - Net, to the interim Consolidated Financial Statements, for additional information.

The maximum future payments also include agreements with lenders to establish programs that provide financing for select customers. The terms of the guarantees are equivalent to the terms of the customer loans that are primarily made to finance customer invoices. The total amounts owed from customers to the lenders relating to these agreements was \$108 million, \$187 million and \$89 million at March 31, 2024, December 31, 2023 and March 31, 2023, respectively.

The company assesses the payment/performance risk by assigning default rates based on the duration of the guarantees. These default rates are assigned based on the external credit rating of the counterparty or through internal credit analysis and historical default history for counterparties that do not have published credit ratings. For counterparties without an external rating or available credit history, a cumulative average default rate is used.

*Indemnifications under Separation Agreements*

The company has entered into various agreements where the company is indemnified for certain liabilities. The term of this indemnification is generally indefinite, with exceptions, and includes defense costs and expenses, as well as monetary and non-monetary settlements and judgments. In connection with the recognition of liabilities related to these matters, the company records an indemnification asset when recovery is deemed probable.

Chemours/Performance Chemicals

Pursuant to the Chemours Separation Agreement resulting from the 2015 spin-off of the Performance Chemicals segment from Historical DuPont, Chemours indemnifies the company against certain litigation, environmental, workers' compensation and other liabilities that arose prior to the distribution.

In 2017, the Chemours Separation Agreement was amended to provide for a limited sharing of potential future liabilities related to alleged historical releases of perfluorooctanoic acids and its ammonium salts ("PFOA") for a five-year period that began on July 6, 2017. In addition, in 2017, Chemours and EIDP settled multi-district litigation in the U.S. District Court for the Southern District of Ohio ("Ohio MDL"), resolving claims of about 3,550 plaintiffs alleging injury from exposure to PFOA in drinking water as a result of the historical manufacture or use of PFOA at the Washington Works plant outside Parkersburg, West Virginia. This plant was previously owned and/or operated by the performance chemicals segment of EIDP and is now owned and/or operated by Chemours.

On May 13, 2019, Chemours filed suit in the Delaware Court of Chancery against DuPont, EIDP, and Corteva, seeking, among other things, to limit its responsibility for the litigation and environmental liabilities allocated to and assumed by Chemours under the Chemours Separation Agreement (the "Delaware Litigation"). On March 30, 2020, the Court of Chancery granted a motion to dismiss. On December 15, 2020, the Delaware Supreme Court affirmed the judgment of the Court of Chancery. Meanwhile, a confidential arbitration process regarding the same and other claims proceeded (the "Arbitration").

On January 22, 2021, Chemours, DuPont, Corteva and EIDP entered into a binding memorandum of understanding containing a settlement to resolve legal disputes originating from the Delaware Litigation and Arbitration, and to establish a cost sharing arrangement and escrow account to be used to support and manage potential future legacy per- and polyfluoroalkyl substances ("PFAS") liabilities arising out of pre-July 1, 2015 conduct (the "MOU"). The MOU replaced the 2017 amendment to the Chemours Separation Agreement. According to the terms of the cost sharing arrangement within the MOU, Corteva and DuPont together, on one hand, and Chemours, on the other hand, agreed to a 50-50 split of certain qualified expenses related to PFAS liabilities incurred over a term not to exceed twenty years or \$4 billion of qualified spend and escrow account contributions (see below for discussion of the escrow account) in the aggregate. DuPont's and Corteva's 50% share under the MOU will be limited to \$2 billion, including qualified expenses and escrow contributions. These expenses and escrow account contributions will be subject to the existing Letter Agreement, under which DuPont and Corteva will each bear 50% of the first \$300 million (up to \$150 million each), and thereafter DuPont bears 71% and Corteva bears the remaining 29%. Under the terms of the MOU, Corteva's estimated aggregate share of the potential \$2 billion is approximately \$600 million.

In order to support and manage any potential future PFAS liabilities, the parties also agreed to establish an escrow account ("MOU Escrow Account"). The MOU provides that (1) no later than each of September 30, 2021 and September 30, 2022, Chemours shall deposit \$100 million into an escrow account and DuPont and Corteva shall together deposit \$100 million in the aggregate into an escrow account and (2) no later than September 30 of each subsequent year through and including 2028,

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Chemours shall deposit \$50 million into an escrow account and DuPont and Corteva shall together deposit \$50 million in the aggregate into an escrow account. Subject to the terms and conditions set forth in the MOU, each party may be permitted to defer funding in any year (excluding 2021). Over this period, Chemours will deposit a total of \$500 million in the account and DuPont and Corteva will deposit an additional \$500 million pursuant to the terms of the Letter Agreement. Additionally, if on December 31, 2028, the balance of the escrow account (including interest) is less than \$700 million, Chemours will make 50% of the deposits and DuPont and Corteva together will make 50% of the deposits necessary to restore the balance of the escrow account to \$700 million, pursuant to the terms of the Letter Agreement. Such payments will be made in a series of consecutive annual equal installments commencing on September 30, 2029, pursuant to the escrow account replenishment terms as set forth in the MOU. The MOU provides that no withdrawals from the MOU Escrow Account can be made before year six, except to fund mutually agreed upon third-party settlements in excess of \$125 million. Starting with year six, withdrawals can only be made to fund qualified spend if the parties' aggregate qualified spend in that particular year is greater than \$200 million. Beginning with year 11, the amounts in the MOU Escrow Account can be used to fund any qualified spend. The company made its annual installment deposits due to the MOU Escrow Account through December 31, 2022.

In connection with the Nationwide Water District Settlement (as defined below under the caption "Other PFOA Matters"), the MOU was supplemented to waive funding due to the MOU Escrow Account by Chemours, DuPont and Corteva for 2023 provided that each party fully funds its portion of the Nationwide Water District Settlement and said settlement is consummated. In the event the Nationwide Water District Settlement is not consummated, Chemours, DuPont and Corteva will redeposit into the MOU Escrow Account the cash each withdrew to partially fund its respective contribution to the Water District Settlement Fund. The funding obligation to the MOU Escrow Account with respect to 2024 and due September 30, 2024 will be waived if (i) between October 1, 2023 and September 30, 2024, the parties have entered into settlement agreements resolving liabilities under the MOU that in the aggregate exceed \$100 million; (ii) each company has fully funded its respective share, in accordance with the MOU, of such settlements; and (iii) such settlements are consummated.

After the term of this arrangement, Chemours' indemnification obligations under the original 2015 Chemours Separation Agreement, would continue unchanged, subject in each case to certain exceptions set out in the MOU. Under the MOU, Chemours waived specified claims regarding the construct of its 2015 spin-off transaction, and the parties dismissed the Pending Arbitration regarding those claims. Additionally, the parties have agreed to resolve the Ohio MDL PFOA personal injury litigation (as discussed below). The parties are expected to cooperate in good faith to enter into additional agreements reflecting the terms set forth in the MOU.

**Corteva Separation Agreement**

On April 1, 2019, in connection with the Dow Distribution, Corteva, DuPont and Dow entered into the Corteva Separation Agreement, the Tax Matters Agreement ("TMA"), the Employee Matters Agreement, and certain other agreements (collectively, the "Corteva Separation Agreements"). The Corteva Separation Agreements allocate among Corteva, DuPont and Dow assets, employees, certain liabilities and obligations (including its investments, property and employee benefits and tax-related assets and liabilities) among the parties and provides for indemnification obligation among the parties. Under the Corteva Separation Agreements, DuPont will indemnify Corteva against certain litigation, environmental, tax, workers' compensation and other liabilities that arose prior to the Corteva Distribution and Dow indemnifies Corteva against certain litigation, environmental, tax, workers' compensation and other liabilities that relate to the Historical Dow business, and Corteva indemnifies DuPont and Dow for certain liabilities.

Indemnification matters under the Corteva Separation Agreements contain dispute resolution clauses. Corteva and DuPont intend to pursue resolution of a matter under the terms of the TMA. The company believes its interpretation of the TMA is correct, but its reasonably possible that the required third party assessment may differ from our interpretation, which could have a significant impact to the current carrying value of our indemnification liability.

Under the Corteva Separation Agreement, certain legacy EIDP liabilities from discontinued and/or divested operations and businesses of EIDP (including Performance Chemicals) (a "stray liability") were allocated to Corteva or DuPont. For those stray liabilities allocated to Corteva and DuPont (which may include a specified amount of liability associated with that liability), Corteva and DuPont are responsible for liabilities in an amount up to that specified amount plus an additional \$200 million each. Once each company has met the \$200 million threshold, Corteva and DuPont will share future liabilities proportionally on the basis of 29% and 71%, respectively; provided, however, that for PFAS, DuPont managed such liabilities with Corteva and DuPont sharing the costs on a 50% - 50% basis starting from \$1 and up to \$300 million (with such amount, up to \$150 million, to be credited to each company's \$200 million threshold) and once the \$300 million threshold was met, the companies share proportionally on the basis of 29% and 71% respectively, subject to a \$1 million de minimis requirement. The aggregate amount of cash remitted by Corteva has exceeded the stray liability thresholds, including PFAS, noted above.

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At March 31, 2024, December 31, 2023 and March 31, 2023, the indemnification assets were \$37 million, \$44 million and \$36 million, respectively, within accounts and notes receivable - net and \$124 million, \$104 million and \$109 million, respectively, within other assets in the interim Consolidated Balance Sheets. At March 31, 2024, December 31, 2023 and March 31, 2023, the indemnification liabilities were \$24 million, \$30 million and \$32 million, respectively, within accrued and other current liabilities and \$148 million, \$106 million and \$118 million, respectively, within other noncurrent obligations in the interim Consolidated Balance Sheets.

**Discontinued Operations Activity**

The company recorded benefits of \$47 million for the three months ended March 31, 2024 to income (loss) from discontinued operations after income taxes, in the interim Consolidated Statement of Operations. The after-tax benefits recognized primarily relate to a favorable adjustment of certain prior year tax positions for previously divested businesses. The benefits were partially offset by charges recognized relating to the MOU with Chemours and DuPont, relating to PFAS environmental remediation activities primarily at Chemours' Fayetteville Works facility.

**Litigation**

The company is subject to various legal proceedings, including, but not limited to, product liability, intellectual property, antitrust, commercial, property damage, personal injury, environmental and regulatory matters arising out of the normal course of its current businesses or legacy EIDP businesses unrelated to Corteva's current businesses but allocated to Corteva as part of the separation of Corteva from DuPont. It is not possible to predict the outcome of these various proceedings, as considerable uncertainty exists. The company records accruals for legal matters when the information available indicates that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Accruals may reflect the impact and status of negotiations, settlements, rulings, advice from counsel and other information and events that may pertain to a particular matter. For the litigation matters discussed below, management believes that it is reasonably possible that the company could incur liabilities in excess of amounts accrued, the ultimate liability for which could be material to the results of operations and the cash flows in the period recognized. However, the company is unable to estimate the possible loss beyond amounts accrued due to various reasons, including, among others, that the underlying matters are either in early stages and/or have significant factual issues to be resolved. In addition, even when the company believes it has substantial defenses, the company may consider settlement of matters if it believes it is in the best interest of the company.

***Lorsban® Lawsuits***

As of March 31, 2024, there were pending personal injury lawsuits filed and additional asserted claims against the former Dow Agrosiences LLC, alleging injuries related to chlorpyrifos exposure, the active ingredient in Lorsban®, an insecticide used by commercial farms for field fruit, nut and vegetable crops. Corteva ended its production of Lorsban® in 2020. Chlorpyrifos products are restricted-use pesticides, which are not available for purchase or use by the general public, and may only be sold to, and used by, certified applicators or someone under the certified applicator's direct supervision. These lawsuits do not relate to Dursban®, a residential type chlorpyrifos product that was authorized for indoor purposes, which was discontinued over two decades ago prior to the Merger and Corteva's formation and Separation. Claimants allege personal injury, including autism, developmental delays and/or decreased neurologic function, resulting from farm worker exposure and bystander drift and in utero exposure to chlorpyrifos. Certain claimants have also put forth remediation claims due to alleged property contamination from chlorpyrifos. As of March 31, 2024, an accrual has been established for the estimated resolution of certain claims.

***Federal Trade Commission Investigation***

On May 26, 2020, Corteva received a subpoena from the Federal Trade Commission ("FTC") directing it to submit documents pertaining to its crop protection products generally, as well as business plans, rebate programs, offers, pricing and marketing materials specifically related to its acetochlor, oxamyl, rimsulfuron and other related products in order to determine whether Corteva engaged in unfair methods of competition through anticompetitive conduct. Corteva has fully cooperated with all requests related to this subpoena. On September 29, 2022, the FTC, along with ten state attorneys general in California, Colorado, Illinois, Indiana, Iowa, Minnesota, Nebraska, Oregon, Wisconsin, and Texas, filed a lawsuit against Corteva and another competitor alleging the parties engaged in unfair methods of competition, unlawful conditioning of payments, unreasonably restrained trade, and have an unlawful monopoly (the "FTC lawsuit"). In December 2022, attorneys general in Tennessee and Washington joined the FTC lawsuit and the Arkansas state attorney general filed a separate lawsuit against Corteva and another competitor based on the allegations set forth in the FTC lawsuit. Several proposed private class action lawsuits were also filed in federal court alleging anticompetitive conduct based on the allegations set forth in the FTC lawsuit.

In February 2023, most of these private lawsuits were centralized into a multi-district litigation in the U.S. District Court for the Middle District of North Carolina. Corteva expects to continue a meritorious defense of its business practices.



#### *Bayer Dispute*

In August 2022, Bayer filed a breach of contract/declaratory judgment lawsuit in Delaware state court against Corteva relating to an agrobacterium cross-license agreement and E3® soybeans. Bayer alleges that Corteva practiced two Bayer patents in developing E3® soybeans, and therefore, is entitled to royalties pursuant to the terms of the cross-license agreement. In April 2023, Corteva's motion to dismiss the complaint on the basis that, under the terms of the cross-license agreement and the law, E3® soybeans cannot infringe expired patents was denied. At that time the court also denied Bayer's motion to dismiss our invalidity counterclaim. The trial date is expected to be set for mid-2025.

#### *Litigation related to legacy EIDP businesses unrelated to Corteva's current businesses*

For purposes of this report, the term PFOA means collectively perfluorooctanoic acid and its salts, including the ammonium salt and does not distinguish between the two forms, and PFAS, including PFOA, PFOS (perfluorooctanesulfonic acid), GenX and other perfluorinated chemicals and compounds ("PFCs").

EIDP is a party to various legal proceedings relating to the use of PFOA by its former Performance Chemicals segment for which potential liabilities would be subject to the cost sharing arrangement under the MOU as long as it remains effective.

#### Leach Settlement and Ohio MDL Settlement

EIDP has residual liabilities under its 2004 settlement of a West Virginia state court class action, Leach v. EIDP, which alleged that PFOA from EIDP's former Washington Works facility had contaminated area drinking water supplies and affected the health of area residents. The settlement class has about 80,000 members. In addition to relief that was provided to class members years ago, the settlement requires EIDP to continue providing PFOA water treatment to six area water districts and private well users and to fund, through an escrow account, up to \$235 million for a medical monitoring program for eligible class members. As of March 31, 2024, approximately \$2 million had been disbursed from the account since its establishment in 2012 and the remaining balance is approximately \$1 million.

The Leach settlement permits class members to pursue personal injury claims for six health conditions (and no others) that an expert panel appointed under the settlement reported in 2012 had a "probable link" (as defined in the settlement) with PFOA: pregnancy-induced hypertension, including preeclampsia; kidney cancer; testicular cancer; thyroid disease; ulcerative colitis; and diagnosed high cholesterol. After the panel reported its findings, approximately 3,550 personal injury lawsuits were filed in federal and state courts in Ohio and West Virginia and consolidated in multi-district litigation in the U.S. District Court for the Southern District of Ohio ("Ohio MDL"). The Ohio MDL was settled in early 2017 for approximately \$670 million in cash, with Chemours and EIDP (without indemnification from Chemours) each paying half.

#### Post-MDL Settlement PFOA Personal Injury Claims

The 2017 Ohio MDL settlement did not resolve claims of plaintiffs who did not have claims in the Ohio MDL or whose claims are based on diseases first diagnosed after February 11, 2017.

In January 2021, Chemours, DuPont and Corteva agreed to settle approximately 95 matters, as well as unfiled matters, remaining in the Ohio MDL for \$83 million, with Chemours contributing \$29 million to the settlement, and DuPont and Corteva contributing \$27 million each. The company paid \$27 million during the year ended December 31, 2021. As agreed to in the settlement, the plaintiffs' counsel filed a motion to dissolve the MDL. As of March 31, 2024, the dissolution motion remains pending and 36 plaintiffs purporting to be Leach class members have filed personal injury cases, which are proceeding in the Ohio MDL. Among these personal injury cases, two testicular cancer cases are set for trial in September of 2024.

#### Other PFOA Matters

EIDP is a party to other PFOA lawsuits involving claims for property damage, medical monitoring and personal injury. Defense costs and any future liabilities that may arise out of these lawsuits are subject to the MOU and the cost sharing arrangement disclosed above. Under the MOU, fraudulent conveyance claims associated with these matters are not qualified expenses, unless Corteva, Inc. and EIDP would prevail on the merits of these claims.

EIDP did not make any firefighting foams, PFOS, or PFOS products. While EIDP made surfactants and intermediaries that some manufacturers used in making foams, which may have contained PFOA as an unintended byproduct or an impurity, EIDP's products were not formulated with PFOA, nor was PFOA an ingredient of these products. EIDP has never made or sold PFOA as a commercial product.

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In April 2024, the U.S. Environmental Protection Agency ("EPA") announced that it established a maximum contaminant level in drinking water for certain PFOA, including four parts per trillion for PFOA and PFOS, individually, and ten parts per trillion for Dimer Acid ("GenX"). In April 2024, the EPA also designated PFOA and PFAS as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA").

*Aqueous Firefighting Foams.* Approximately 6,900 cases have been filed against 3M and other defendants, including EIDP and Chemours, and some including Corteva and DuPont, alleging PFOS or PFOA environmental contamination and/or personal injury from the use of aqueous firefighting foams. The vast majority of these cases have been transferred to a multi-district litigation proceeding in federal district court in South Carolina ("SC MDL"). Approximately 6,100 of the cases in the SC MDL were filed on behalf of firefighters who allege personal injuries (primarily prostate, kidney and testicular cancer) as a result of exposure to aqueous film firefighting foams ("AFFF"). The SC MDL has indicated that plaintiff claims will be required to be dismissed, without prejudice, by July 2024 if such plaintiff cannot produce peer reviewed science and expert reports supporting PFAS as both the general and specific causation of their personal injury. Most of these recent cases assert claims that the EIDP and Chemours separation constituted a fraudulent conveyance. Discovery is occurring for the first potential bellwether personal injury cases. On June 1, 2023, approximately 700 AFFF cases filed relating to U.S. public water systems were included as part of the Nationwide Water District Settlement (as defined below). Additionally, in December 2023, a class action was filed in Canada against 3M and other defendants, including EIDP and Chemours, alleging PFOS and PFOA environmental contamination and personal injury from use of AFFF.

*Nationwide Water District Settlement.* On June 1, 2023, Corteva, EIDP, Inc., DuPont, and Chemours (collectively, the "settling companies") entered into a binding agreement in principle to comprehensively resolve all drinking water claims related to PFAS of a defined class of U.S. public water systems that serve the vast majority of the United States population, including, but not limited to the AFFF claims in the SC MDL. The federal district court in South Carolina (the "SC Court") granted preliminary approval of the class settlement on August 22, 2023 (the "Nationwide Water District Settlement"). PFAS, as defined in the settlement, includes PFOA and HFPO-DA, among a broad range of fluorinated organic substances.

Under the Nationwide Water District Settlement, in September 2023 the settling companies established a settlement fund (the "Water District Settlement Fund") and collectively contributed \$1.185 billion with Chemours contributing 50 percent, and DuPont and Corteva collectively contributing the remaining 50 percent pursuant to the terms of the Letter Agreement. The settling companies utilized the balance in the MOU Escrow Account, along with amounts previously expected to be contributed to the MOU Escrow Account in 2023, among other sources, to make their respective contributions to the Water District Settlement Fund. In exchange for the payment to the Water District Settlement Fund, the settling companies received a complete release of the claims described below from the Class (as defined below).

The class represented by the Nationwide Water District Settlement is composed of all Public Water Systems, as defined in 42 U.S.C. § 300f, with a current detection of PFAS or that are currently required to monitor for PFAS under the Environmental Protection Agency's Fifth Unregulated Contaminant Monitoring Rule ("UCMR 5") or other applicable federal or state law (the "Class"). Approximately 88 percent of the U.S. is served by systems required to test under UCMR 5. The Class does not include water systems owned and operated by a State or the United States government; small systems that have not detected the presence of PFAS and are not currently required to monitor for it under federal or state requirements; and, unless they otherwise request to be included, water systems in the lower Cape Fear River Basin of North Carolina.

A fairness hearing ahead of final approval of the settlement took place on December 14, 2023 and the SC Court provided its final approval of the settlement on February 26, 2024, subject to any appeals. With the time for further appeals lapsed, the judgement was deemed final in April 2024 resulting in the release of the restrictions on the cash in the Water District Settlement Fund and derecognition of the associated liability.

The total number of requests for exclusion ("opt-outs") is approximately 900 water districts, while most public water districts (approximately 93 percent of the Class) remain in the class settlement.

The Nationwide Water District Settlement was entered into solely by way of compromise and settlement and is not in any way an admission of liability or fault by Corteva or EIDP. As of March 31, 2024, an accrual has been established for this settlement.

*New Jersey.* In late March of 2019, the New Jersey State Attorney General filed four lawsuits against EIDP, Chemours, and others alleging that operations at and discharges from former EIDP sites in New Jersey (Chambers Works, Pompton Lakes, Parlin and Repauno) damaged the State's natural resources. Two of these lawsuits (those involving the Chambers Works and Parlin sites) allege contamination from PFAS. DuPont and Corteva were subsequently added as defendants to these lawsuits.

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These lawsuits include claims under the New Jersey Industrial Site Recovery Act (“ISRA”) and for fraudulent conveyance. These cases are proceeding to trial with the Chambers Works site case expected to begin in April 2025.

EIDP and Chemours are also defendants in two lawsuits by a private water utility provider in New Jersey and New York alleging damages from PFAS releases into the environment, that impacted water sources that the utilities use to provide water, as well as products liability, negligence, nuisance, and trespass claims. The court dismissed the New York plaintiff’s trespass claims and limited plaintiffs’ nuisance claims to abatement damages.

*Ohio.* EIDP is a defendant in two lawsuits, including an action by the State of Ohio based on alleged damage to natural resources. The natural resources damage claim was settled in December 2023 for \$110 million and received final approval under Ohio’s judicial consent order process. Pending any permitted appeals, Corteva’s share of the settlement under the MOU will be approximately \$16 million. The third lawsuit, a putative nationwide class action (“the Hardwick Class Action”) brought on behalf of anyone who has detectable levels of PFAS in their blood serum seeks declaratory and injunctive relief, including the establishment of a “PFAS Science Panel”. In March 2022, the trial court certified a class covering anyone subject to Ohio laws having minimal levels of PFOA plus at least one other PFAS in their blood. In December 2023, the Sixth Circuit Court of Appeals dismissed the Hardwick Class Action due to lack of standing by Mr. Hardwick. In January 2024, the plaintiff’s petition for an en banc review of the dismissal was denied and the deadline for filing any appeals expired during the first quarter of 2024.

*New York.* EIDP is a defendant in about 45 lawsuits, including a putative class action (the “Baker Class Action”), brought by persons who live in and around Hoosick Falls, New York. These lawsuits assert claims for medical monitoring, property damage and personal injury based on alleged PFOA releases from manufacturing facilities owned and operated by co-defendants in Hoosick Falls. The lawsuits allege that EIDP and others supplied materials used at these facilities resulting in PFOA air and water contamination. A court approved settlement was reached between the plaintiffs and the other co-defendants regarding the Baker Class Action case. In September 2022, the class certification of the Baker Class Action was granted, with the court certifying three separate classes consisting of a private well property damage class, a medical monitoring class and a nuisance class. EIDP will challenge the certification and continue to defend itself on the merits of the case, while seeking an out of court resolution. An accrual was established for this matter as of March 31, 2024 to reflect the settlement of certain personal injury lawsuits.

EIDP is a defendant in a lawsuit brought by the Town of East Hampton, New York alleging PFOA and PFOS contamination of the town’s water wells. This district submitted a timely op-out request from the Nationwide Water District Settlement.

*Other Natural Resource Damage Cases.* In addition to the natural resource cases in New Jersey and New York, 24 states and 3 U.S. territories, have filed lawsuits against EIDP, Chemours, and others, claiming, among other things, PFC (including PFOA) contamination of groundwater and drinking water. Certain cases also name DuPont and Corteva as defendants and include claims of fraudulent conveyance. The complaints seek reimbursement for past and future costs to investigate and remediate the alleged contamination and compensation for the loss of value and use of the state’s natural resources. Due to overlapping AFFF allegations, virtually all of these cases have been transferred, or are pending transfer to the SC MDL. These cases are largely in the discovery phase. While the recent mediation of the natural resource case in North Carolina and New Jersey concluded without resolution, discussions continue between the parties to seek a resolution.

On July 13, 2021, Chemours, DuPont, EIDP and Corteva entered into a settlement agreement with the State of Delaware reflecting the companies’ and the State’s agreement to settle and fully resolve claims alleged against the companies regarding their historical Delaware operations, manufacturing, use and disposal of all chemical compounds, including PFAS. Under the settlement, if the companies, individually or jointly, within 8 years of the settlement, enter into a proportionally similar agreement to settle or resolve claims of another state for PFAS-related natural resource damages, for an amount greater than \$50 million, the companies shall make a supplemental payment directly to the Natural Resources and Sustainability Trust (the “NRS Trust”) in an amount equal to such other states’ recovery in excess of \$50 million (“Supplemental Payment”). Supplemental Payment(s), if any, will not exceed \$25 million in the aggregate. All amounts paid by the companies under the settlement are subject to the MOU and the Corteva Separation Agreement. Due to the settlement of natural resource damages claims with the State of Ohio, the one-time Supplemental Payment will be triggered when the settlement is approved under the Ohio judicial consent order process, with Corteva’s share under the MOU being approximately \$4 million. Under the settlement, if the state sues other parties and those parties seek contribution from the companies, the companies will have protection from contribution up to the amounts previously paid under the settlement agreement. The companies will also

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receive a credit up to the amount of the payment if the state seeks natural resource damage claims against the companies outside the scope of the settlement's release of claims.

*Netherlands.* In April 2021, four municipalities in The Netherlands filed complaints alleging contamination of land and groundwater resulting from the emission of PFOA and GenX by Corteva, DuPont and Chemours. The municipalities seek to recover costs incurred due to the alleged emissions, including damages for investigation costs, construction project delays, depreciation of land, soil remediation, liabilities to contractors, and attorneys' fees. In September 2023, the court entered a second interlocutory judgment, ruling, inter alia, that defendants were liable to the municipalities for PFOA emissions during a certain time period, and the removal costs of deposited emissions on the municipalities land infringes their property rights by an objective standard. While the parties continue to seek a resolution to these matters, a separate hearing related to damages is expected to be scheduled for the first half of 2024. Additionally, the Office of Public Prosecutor in The Netherlands opened a criminal investigation against certain Dutch subsidiaries of Chemours and Historical DuPont, as well as each subsidiary's directors, alleging unlawful PFOA and GenX emissions from Chemours' Dordrecht facility.

*Carpet Mill Cases.* The city of Rome, GA and Centre, Alabama water district alleged defendants, including EIDP, Chemours, other chemical suppliers and large carpet mills, discharged PFAS in their industrial wastewater, and that this wastewater after treatment, resulted in PFAS contamination of drinking water supplies. The city of Rome sought damages for the cost of the installation of a water treatment system capable of removing PFCs from the water, injunctive relief requiring the defendants to clean up the contamination in the river ways, and punitive damages. Additionally, the city of Rome sent a demand to EIDP asserting damages for the construction of a new utilities wastewater treatment system and upgrades to the city's water treatment system, along with future monitoring costs. The City of Rome case has been settled and an accrual was established as of March 31, 2024. The trial for the Centre Alabama water district carpet case will be set for the fourth quarter of 2024. Numerous carpet manufacturers, their alleged suppliers and former suppliers, including EIDP and Chemours, and certain municipal or utility defendants are also subject to several lawsuits in Georgia and Alabama, alleging negligence, nuisance and trespass related to the release of PFOA, and requesting injunctive relief related to PFOA contamination.

**Fayetteville Works Facility, North Carolina**

Prior to the separation of Chemours, EIDP introduced GenX as a polymerization processing aid and a replacement for PFOA at the Fayetteville Works facility in Bladen County, North Carolina. The facility is now owned and operated by Chemours, which continues to manufacture and use GenX.

At March 31, 2024, several actions are pending in federal court against Chemours and EIDP relating to PFC discharges from the Fayetteville Works facility. One of these is a consolidated putative class action that asserts claims for medical monitoring and property damage on behalf of putative classes of property owners and residents in areas near or who draw drinking water from the Cape Fear River. Another action is a consolidated action brought by various North Carolina water authorities, including the Cape Fear Public Utility Authority ("CFPUA") and Brunswick County, that seek actual and punitive damages as well as injunctive relief. In a state court action, approximately 100 private property owners near the Fayetteville Works facility filed a complaint against Chemours and EIDP in May 2020. The plaintiffs seek compensatory and punitive damages for their claims of private nuisance, trespass, negligence and property damage allegedly caused by release of certain PFCs. In March 2023, CFPUA filed a Delaware Chancery Court action claiming the spin-off of Chemours and the Dow and historical DuPont merger were unlawful and should be voided, so CFPUA is not precluded from recovering amounts its entitled in its pending litigation. EIDP filed a motion to dismiss the Delaware Chancery Court action based upon failure to state a claim under Delaware law in June 2023, along with a counterclaim in October 2023. CFPUA's motion to stay the case was granted in January 2024.

Generally, site-related expenses related to GenX claims are subject to the cost sharing arrangements as defined in the MOU.

**Environmental**

Accruals for environmental matters are recorded when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated based on current law and existing technologies. These obligations are included in accrued and other current liabilities and other noncurrent obligations in the interim Consolidated Balance Sheets. It is reasonably possible that environmental remediation and restoration costs in excess of amounts accrued could have a material impact on the company's results of operations, financial condition and cash flows. Inherent uncertainties exist in these estimates primarily due to unknown conditions, changing governmental regulations and legal standards regarding liability, and emerging remediation technologies for handling site remediation and restoration.

For a discussion of the allocation of environmental liabilities under the Chemours Separation Agreement and the Corteva Separation Agreement, see page 20-21.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

The accrued environmental obligations and indemnification assets include the following:

(In millions)	As of March 31, 2024		
	Indemnification Asset	Accrual balance <sup>3</sup>	Potential exposure above amount accrued <sup>3</sup>
<i>Environmental Remediation Stray Liabilities</i>			
Chemours related obligations - subject to indemnity <sup>1,2</sup>	\$ 150	\$ 150	\$ 288
Other discontinued or divested businesses obligations <sup>1</sup>	35	73	198
Environmental remediation liabilities primarily related to DuPont - subject to indemnity from DuPont <sup>2</sup>	52	56	62
Environmental remediation liabilities not subject to indemnity	—	106	79
Indemnification liabilities related to the MOU <sup>4</sup>	23	118	28
<b>Total</b>	<b>\$ 260</b>	<b>\$ 503</b>	<b>\$ 655</b>

1. Represents liabilities that are subject to the \$200 million threshold and sharing arrangements as discussed on page 21, under the header "Corteva Separation Agreement."

2. The company has recorded an indemnification asset related to these accruals, including \$28 million related to the Superfund sites.

3. Accrual balance represents management's best estimate of the costs of remediation and restoration, although it is reasonably possible that the potential exposure, as indicated, could range above the amounts accrued, as there are inherent uncertainties in these estimates. Accrual balance includes \$57 million for remediation of Superfund sites. Amounts do not include possible impacts from the remediation elements of the EPA's October 2021 PFAS Strategic Roadmap (as applicable), except as disclosed on page 26 relating to Chemours' remediation activities at the Fayetteville Works Facility pursuant to the Consent Order with the North Carolina Department of Environmental Quality ("NC DEQ").

4. Represents liabilities that are subject to the \$150 million threshold and sharing agreements as discussed on page 20, under the header "Chemours / Performance Chemicals."

*Chambers Works, New Jersey*

On January 28, 2022, the State of New Jersey filed a request for a preliminary injunction against EIDP and Chemours seeking the establishment of a Remediation Funding Source ("RFS") in an amount exceeding \$900 million for environmental remediation at EIDP's former Chambers Works facility in New Jersey. The RFS primarily relates to non-PFAS remediation, which is not subject to the MOU. Chemours has accepted indemnity and defense for these matters, while reserving rights and declining EIDP's demand relating to the ISRA and fraudulent transfer matters as alleged under the existing New Jersey natural resource lawsuits discussed on page 24.

*Nebraska Department of Environment and Energy, AltEn Facility*

The EPA and the Nebraska Department of Environment and Energy ("NDEE") are pursuing investigations, response and removal actions, litigation and enforcement action related to an ethanol plant located near Mead, Nebraska and owned and operated by AltEn LLC ("AltEn"). The agencies have alleged violations under the Resource Conservation and Recovery Act ("RCRA") and other federal and state laws stemming from AltEn's lack of compliance with the terms and conditions of its operating permits and other regulatory requirements. Corteva is one of six seed companies, who were customers of AltEn (collectively, the "Facility Response Group"), participating in the NDEE's Voluntary Cleanup Program to address certain interim remediation needs at the site. In February 2022, the Facility Response Group filed a lawsuit against AltEn and certain of its affiliates to preserve certain contractual and common law indemnification claims. As of March 31, 2024, an accrual was established for Corteva's estimated voluntary contribution to the solid waste and wastewater remedial action plans for the AltEn location.

*California Department of Toxic Substances Control, Pittsburg Plant*

The California Department of Toxic Substances Control ("DTSC") has filed a state court lawsuit over challenging whether the Pittsburg plant's high purity water system ("HPWS"), as operated by Dow and now Corteva, required a permit pursuant to the Federal Resource Conservation and Recovery Act ("RCRA"). Discussions between the parties remain ongoing and further litigation, including discovery, were stayed through April 2024.

**NOTE 14 - STOCKHOLDERS' EQUITY****Share Buyback Plan**

On September 13, 2022, Corteva, Inc. announced that its Board of Directors authorized a \$2 billion share repurchase program to purchase Corteva, Inc.'s common stock, par value \$0.01 per share, without an expiration date ("2022 Share Buyback Plan"). The timing, price and volume of purchases will be based on market conditions, relevant securities laws and other factors. In connection with the 2022 Share Buyback Plan, the company repurchased and retired 4,630,000 shares in the open market for a cost (excluding excise taxes) of \$250 million during the three months ended March 31, 2024.

On August 5, 2021, Corteva, Inc. announced that its Board of Directors authorized a \$1.5 billion share repurchase program to purchase Corteva, Inc.'s common stock, par value \$0.01 per share, without an expiration date ("2021 Share Buyback Plan"). The company completed the 2021 Share Buyback Plan during the first quarter of 2023 and repurchased and retired 4,098,000, 17,425,000 and 5,572,000 shares in the open market for a total cost of \$250 million, \$1 billion and \$250 million during the years ended December 31, 2023, 2022 and 2021, respectively.

Shares repurchased pursuant to Corteva's share buyback plans are immediately retired upon repurchase. Repurchased common stock is reflected as a reduction of stockholders' equity. The company's accounting policy related to its share repurchases is to reduce its common stock based on the par value of the shares and to reduce its retained earnings for the excess of the repurchase price over the par value. When Corteva has an accumulated deficit balance, the excess over the par value is applied to APIC. When Corteva has retained earnings, the excess is charged entirely to retained earnings.

**Noncontrolling Interest**

Corteva, Inc. owns 100 percent of the outstanding common shares of EIDP. However, EIDP has preferred stock outstanding to third parties which is accounted for as a non-controlling interest in Corteva's interim Consolidated Balance Sheets. Each share of EIDP Preferred Stock - \$4.50 Series and EIDP Preferred Stock - \$3.50 Series issued and outstanding at the effective date of the Corteva Distribution remains issued and outstanding as to EIDP and was unaffected by the Corteva Distribution.

Below is a summary of the EIDP Preferred Stock at March 31, 2024, December 31, 2023 and March 31, 2023, which is classified as noncontrolling interests in Corteva's interim Consolidated Balance Sheets.

Shares in thousands	Number of Shares
Authorized	23,000
\$4.50 Series, callable at \$120	1,673
\$3.50 Series, callable at \$102	700

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**
**Other Comprehensive Income (Loss)**

The changes and after-tax balances of components comprising accumulated other comprehensive income (loss) are summarized below:

(In millions)	Cumulative Translation Adjustment <sup>1</sup>	Derivative Instruments	Pension Benefit Plans	Other Benefit Plans	Unrealized Gain (Loss) on Investments	Total
<b>2023</b>						
Balance January 1, 2023	\$ (2,883)	\$ 80	\$ (163)	\$ 160	\$ —	\$ (2,806)
Other comprehensive income (loss) before reclassifications	134	(51)	3	—	—	86
Amounts reclassified from accumulated other comprehensive income (loss)	—	(16)	(1)	(2)	—	(19)
Net other comprehensive income (loss)	134	(67)	2	(2)	—	67
Balance March 31, 2023	\$ (2,749)	\$ 13	\$ (161)	\$ 158	\$ —	\$ (2,739)
<b>2024</b>						
Balance January 1, 2024	\$ (2,458)	\$ (55)	\$ (353)	\$ 189	\$ —	\$ (2,677)
Other comprehensive income (loss) before reclassifications	(304)	(17)	2	—	(22)	(341)
Amounts reclassified from accumulated other comprehensive income (loss)	—	11	(1)	(2)	—	8
Net other comprehensive income (loss)	(304)	(6)	1	(2)	(22)	(333)
Balance March 31, 2024	\$ (2,762)	\$ (61)	\$ (352)	\$ 187	\$ (22)	\$ (3,010)

<sup>1</sup> The cumulative translation adjustment loss for the three months ended March 31, 2024 was primarily driven by the strengthening of the USD against the Swiss Franc ("CHF"), European Euro ("EUR") and Brazilian Real ("BRL"). The cumulative translation adjustment gain for the three months ended March 31, 2023 was primarily driven by the weakening of the USD against the European Euro ("EUR"), Brazilian Real ("BRL"), Mexican Peso ("MXN") and Swiss Franc ("CHF").

The tax (expense) benefit on the net activity related to each component of other comprehensive income (loss) was as follows:

(In millions)	Three Months Ended March 31,	
	2024	2023
Derivative instruments	\$ 1	\$ 27
Pension benefit plans - net	—	—
Other benefit plans - net	—	—
(Provision for) benefit from income taxes related to other comprehensive income (loss) items	\$ 1	\$ 27

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

A summary of the reclassifications out of accumulated other comprehensive income (loss) is provided as follows:

(In millions)	Three Months Ended March 31,	
	2024	2023
<b>Derivative Instruments<sup>1</sup>:</b>	\$ 16	\$ (21)
Tax (benefit) expense <sup>2</sup>	(5)	5
After-tax	11	(16)
<b>Amortization of pension benefit plans:</b>		
Prior service (benefit) cost <sup>3,4</sup>	(1)	(1)
Total before tax	(1)	(1)
Tax (benefit) expense <sup>2</sup>	—	—
After-tax	(1)	(1)
<b>Amortization of other benefit plans:</b>		
Actuarial (gains) loss <sup>3,4</sup>	(3)	(2)
Total before tax	(3)	(2)
Tax (benefit) expense <sup>2</sup>	1	—
After-tax	(2)	(2)
<b>Total reclassifications for the period, after-tax</b>	\$ 8	\$ (19)

<sup>1</sup>. Reflected in cost of goods sold in the interim Consolidated Statements of Operations.

<sup>2</sup>. Reflected in provision for (benefit from) income taxes from continuing operations in the interim Consolidated Statements of Operations.

<sup>3</sup>. These accumulated other comprehensive income (loss) components are included in the computation of net periodic benefit (credit) cost of the company's pension and other benefit plans. See Note 15 - Pension Plans and Other Post Employment Benefits, for additional information.

<sup>4</sup>. Reflected in other income (expense) - net in the interim Consolidated Statements of Operations.

**NOTE 15 - PENSION PLANS AND OTHER POST EMPLOYMENT BENEFITS**

The following sets forth the components of the company's net periodic benefit (credit) cost for defined benefit pension plans and other post employment benefits:

(In millions)	Three Months Ended March 31,	
	2024	2023
<b>Defined Benefit Pension Plans:</b>		
Service cost	\$ 5	\$ 5
Interest cost	163	174
Expected return on plan assets	(133)	(152)
Amortization of prior service (benefit) cost	(1)	(1)
Net periodic benefit (credit) cost	\$ 34	\$ 26
<b>Other Post Employment Benefits:</b>		
Interest cost	\$ 10	\$ 12
Amortization of unrecognized (gain) loss	(3)	(2)
Net periodic benefit (credit) cost	\$ 7	\$ 10



**NOTE 16 - FINANCIAL INSTRUMENTS**

At March 31, 2024, December 31, 2023 and March 31, 2023, the company had \$1,011 million, \$1,746 million and \$780 million, respectively, of held-to-maturity securities (primarily time deposits and money market funds) classified as cash equivalents in the interim Consolidated Balance Sheets, as these securities had maturities of three months or less at the time of purchase; \$153 million, \$98 million and \$85 million at March 31, 2024, December 31, 2023 and March 31, 2023, respectively, of held-to-maturity securities (primarily time deposits and foreign government bonds) classified as marketable securities in the interim Consolidated Balance Sheets, as these securities had maturities of more than three months to less than one year at the time of purchase; \$55 million and \$27 million at December 31, 2023 and March 31, 2023, respectively, of held-to-maturity securities (primarily foreign government bonds) classified as marketable securities and included in other assets in the interim Consolidated Balance Sheets, as these securities had maturities more than one year at the time of purchase. The company's investments in held-to-maturity securities are held at amortized cost, which approximates fair value. Additionally, at March 31, 2024 the company had \$103 million of available-for-sale securities (primarily foreign government bonds) classified as marketable securities and included in other assets in the interim Consolidated Balance Sheets, as these securities had maturities of more than one year at the time of purchase. The company's held-to-maturity and available-for-sale securities relating to investments in foreign government bonds at March 31, 2024 are discussed further in the "Debt Securities" section.

**Derivative Instruments***Objectives and Strategies for Holding Derivative Instruments*

In the ordinary course of business, the company enters into contractual arrangements (derivatives) to reduce its exposure to foreign currency and commodity price risks. The company has established a variety of derivative programs to be utilized for financial risk management. These programs reflect varying levels of exposure coverage and time horizons based on an assessment of risk.

Derivative programs have procedures and controls and are approved by the Corporate Financial Risk Management Committee, consistent with the company's financial risk management policies and guidelines. Derivative instruments used are forwards, options, futures and swaps. The company has not designated any non-derivatives as hedging instruments.

The company's financial risk management procedures also address counterparty credit approval, limits and routine exposure monitoring and reporting. The counterparties to these contractual arrangements are major financial institutions and major commodity exchanges, and multinational grain exporters. The company is exposed to credit loss in the event of nonperformance by these counterparties. The company utilizes collateral support annex agreements with certain counterparties to limit its exposure to credit losses. The company anticipates performance by counterparties to these contracts and therefore no material loss is expected. Market and counterparty credit risks associated with these instruments are regularly reported to management.

The aggregate notional amounts for the company's derivative instruments that are designated and not designated as hedging instruments was a net buy (sell) position of \$(365) million, \$(1,600) million and \$3,684 million at March 31, 2024, December 31, 2023 and March 31, 2023, respectively.

**Foreign Currency Risk**

The company's objective in managing exposure to foreign currency fluctuations is to reduce earnings and cash flow volatility associated with foreign currency rate changes and to mitigate the exposure of certain investments in foreign subsidiaries against changes in the Euro/USD exchange rate. Accordingly, the company enters into various contracts that change in value as foreign exchange rates change to protect the value of its existing foreign currency-denominated assets, liabilities, commitments, investments and cash flows.

The company uses foreign currency exchange contracts to offset its net exposures, by currency, related to the foreign currency denominated monetary assets and liabilities of its operations. The primary business objective of this hedging program is to maintain an approximately balanced position in foreign currencies so that exchange gains and losses resulting from exchange rate changes, after related tax effects, are minimized. The company also uses foreign currency exchange contracts to offset a portion of the company's exposure to certain forecasted transactions as well as the translation of foreign currency-denominated earnings. The company also uses commodity contracts to offset risks associated with foreign currency devaluation in certain countries.

## NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

**Commodity Price Risk**

Commodity price risk management programs serve to reduce exposure to price fluctuations on purchases of inventory such as corn and soybeans. The company enters into over-the-counter and exchange-traded derivative commodity instruments to hedge the commodity price risk associated with agricultural commodity exposures.

**Derivatives Designated as Cash Flow Hedges***Commodity Contracts*

The company enters into over-the-counter and exchange-traded derivative commodity instruments, including options, forwards, futures and swaps, to hedge the commodity price risk associated with agriculture commodity exposures.

While each risk management program has a different maturity period, most programs currently do not extend beyond the next two years. Cash flow hedge results are reclassified into earnings during the same period in which the related exposure impacts earnings. Reclassifications are made sooner if it appears that a forecasted transaction is probable of not occurring.

The following table summarizes the after-tax effect of commodity contract cash flow hedges on accumulated other comprehensive income (loss):

(In millions)	Three Months Ended March 31,	
	2024	2023
Beginning balance	\$ (71)	\$ 55
Additions and revaluations of derivatives designated as cash flow hedges	(18)	(41)
Clearance of hedge results to earnings	10	(15)
Ending balance	\$ (79)	\$ (1)

At March 31, 2024, an after-tax net loss of \$57 million is expected to be reclassified from accumulated other comprehensive income (loss) into earnings over the next twelve months.

*Foreign Currency Contracts*

The company enters into forward contracts to hedge the foreign currency risk associated with forecasted transactions within certain foreign subsidiaries.

While each risk management program has a different time maturity period, most programs currently do not extend beyond the next two years. Cash flow hedge results are reclassified into earnings during the same period in which the related exposure impacts earnings. Reclassifications are made sooner if it appears that a forecasted transaction is probable of not occurring.

The following table summarizes the after-tax effect of foreign currency cash flow hedges on accumulated other comprehensive income (loss):

(In millions)	Three Months Ended March 31,	
	2024	2023
Beginning balance	\$ 1	\$ 10
Additions and revaluations of derivatives designated as cash flow hedges	5	(10)
Clearance of hedge results to earnings	1	(1)
Ending balance	\$ 7	\$ (1)

At March 31, 2024, an after-tax net gain of \$8 million is expected to be reclassified from accumulated other comprehensive income (loss) into earnings over the next twelve months.

**Derivatives Designated as Net Investment Hedges***Foreign Currency Contracts*

The company has designated €1.2 billion of forward contracts to exchange EUR as net investment hedges. The purpose of these forward contracts is to mitigate foreign exchange exposure related to a portion of the company's Euro net investments in certain foreign subsidiaries against changes in Euro/USD exchange rates. These hedges will expire and be settled in May 2024. The company had previously designated €450 million of forward contracts to exchange EUR as net investment hedges, which expired and were settled in March 2023.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

The company elected to apply the spot method in testing for effectiveness of the hedging relationship.

**Derivatives not Designated in Hedging Relationships**
*Foreign Currency Contracts*

The company uses foreign exchange contracts to reduce its net exposure, by currency, related to foreign currency-denominated monetary assets and liabilities of its operations so that exchange gains and losses resulting from exchange rate changes are minimized. The netting of such exposures precludes the use of hedge accounting; however, the required revaluation of the forward contracts and the associated foreign currency-denominated monetary assets and liabilities intends to achieve a minimal earnings impact, after taxes. The company also uses foreign currency exchange contracts to offset a portion of the company's exposure to the translation of certain foreign currency-denominated earnings so that gains and losses on the contracts offset changes in the USD value of the related foreign currency-denominated earnings over the relevant aggregate period.

*Commodity Contracts*

The company utilizes options, futures and swaps that are not designated as hedging instruments to reduce exposure to commodity price fluctuations on purchases of inventory such as corn and soybeans. The company uses commodity contracts to offset a portion of the company's exposure to commodity price fluctuations so that gains and losses on the contracts offset changes in the commodity price over the relevant aggregate period. The company uses forward agreements, with durations less than one year, to buy and sell USD priced commodities in order to reduce its exposure to currency devaluation for a portion of its local currency cash balances. Counterparties to the forward sales agreements are multinational grain exporters and subject to the company's financial risk management procedures.

**Fair Value of Derivative Instruments**

Asset and liability derivatives subject to an enforceable master netting arrangement with the same counterparty are presented on a net basis in the interim Consolidated Balance Sheets. The presentation of the company's derivative assets and liabilities is as follows:

(In millions)	Balance Sheet Location	March 31, 2024		
		Gross	Counterparty and Cash Collateral Netting <sup>1</sup>	Net Amounts Included in the interim Consolidated Balance Sheet
<b>Asset derivatives:</b>				
Derivatives designated as hedging instruments:				
Commodity contracts	Other current assets	\$ 1	\$ —	\$ 1
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Other current assets	22	(17)	5
Commodity contracts	Other current assets	2	—	2
<b>Total asset derivatives</b>		<b>\$ 25</b>	<b>\$ (17)</b>	<b>\$ 8</b>
<b>Liability derivatives:</b>				
Derivatives designated as hedging instruments:				
Foreign currency contracts	Accrued and other current liabilities	\$ 15	\$ —	\$ 15
Commodity contracts	Accrued and other current liabilities	4	—	4
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Accrued and other current liabilities	45	(17)	28
Commodity contracts	Accrued and other current liabilities	3	—	3
<b>Total liability derivatives</b>		<b>\$ 67</b>	<b>\$ (17)</b>	<b>\$ 50</b>

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

(In millions)	Balance Sheet Location	December 31, 2023		
		Gross	Counterparty and Cash Collateral Netting <sup>1</sup>	Net Amounts Included in the Consolidated Balance Sheet
<b>Asset derivatives:</b>				
Derivatives designated as hedging instruments:				
Commodities Contracts	Other current assets	\$ 3	\$ —	\$ 3
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Other current assets	83	(33)	50
Commodity contracts	Other current assets	2	—	2
Total asset derivatives		\$ 88	\$ (33)	\$ 55
<b>Liability derivatives:</b>				
Derivatives designated as hedging instruments:				
Foreign currency contracts	Accrued and other current liabilities	\$ 23	\$ —	\$ 23
Commodity contracts	Accrued and other current liabilities	6	—	6
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Accrued and other current liabilities	38	(33)	5
Commodity contracts	Accrued and other current liabilities	8	—	8
Total liability derivatives		\$ 75	\$ (33)	\$ 42

(In millions)	Balance Sheet Location	March 31, 2023		
		Gross	Counterparty and Cash Collateral Netting <sup>1</sup>	Net Amounts Included in the interim Consolidated Balance Sheet
<b>Asset derivatives:</b>				
Derivatives designated as hedging instruments:				
Commodity Contracts	Other current assets	\$ 2	\$ —	\$ 2
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Other current assets	41	(35)	6
Total asset derivatives		\$ 43	\$ (35)	\$ 8
<b>Liability derivatives:</b>				
Derivatives designated as hedging instruments:				
Foreign currency contracts	Accrued and other current liabilities	\$ 21	\$ —	\$ 21
Commodity contracts	Accrued and other current liabilities	10	—	10
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Accrued and other current liabilities	66	(35)	31
Commodity contracts	Accrued and other current liabilities	5	—	5
Total liability derivatives		\$ 102	\$ (35)	\$ 67

1. Counterparty and cash collateral amounts represent the estimated net settlement amount when applying netting and set-off rights included in master netting arrangements between the company and its counterparties and the payable or receivable for cash collateral held or placed with the same counterparty.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**
*Effect of Derivative Instruments*

(In millions)	Amount of Gain (Loss) Recognized in OCI - Pre-Tax <sup>1</sup>	
	Three Months Ended March 31,	
	2024	2023
Derivatives designated as hedging instruments:		
Net investment hedges:		
Foreign currency contracts	\$ (6)	\$ —
Cash flow hedges:		
Foreign currency contracts	8	(15)
Commodity contracts	(25)	(58)
<b>Total derivatives designated as hedging instruments</b>	<b>\$ (23)</b>	<b>\$ (73)</b>

1. OCI is defined as other comprehensive income (loss).

(In millions)	Amount of Gain (Loss) Recognized in Income - Pre-Tax <sup>1</sup>	
	Three Months Ended March 31,	
	2024	2023
Derivatives designated as hedging instruments:		
Cash flow hedges:		
Foreign currency contracts <sup>2</sup>	\$ (1)	\$ 2
Commodity contracts <sup>2</sup>	(15)	19
<b>Total derivatives designated as hedging instruments</b>	<b>\$ (16)</b>	<b>\$ 21</b>
Derivatives not designated as hedging instruments:		
Foreign currency contracts <sup>3</sup>	\$ (79)	\$ (3)
Foreign currency contracts <sup>2</sup>	(1)	(12)
Commodity contracts <sup>2,4</sup>	(43)	(1)
Commodity contracts <sup>3</sup>	(3)	(3)
<b>Total derivatives not designated as hedging instruments</b>	<b>(126)</b>	<b>(19)</b>
<b>Total derivatives</b>	<b>\$ (142)</b>	<b>\$ 2</b>

1. For cash flow hedges, this represents the portion of the gain (loss) reclassified from accumulated OCI into income during the period.

2. Recorded in cost of goods sold in the interim Consolidated Statements of Operations.

3. Recognized in other income (expense). Note that net loss from foreign currency contracts was partially offset by the related gain on the foreign currency-denominated monetary assets and liabilities of the company's operations. See Note 6 - Supplementary Information, to the interim Consolidated Financial Statements, for additional information.

4. The net gain (loss) relating to commodity contracts that are not designated as hedging instruments that were recorded in cost of goods sold, in the interim Consolidated Statement of Operations, are mostly offset by the related net gain (loss) on third-party grower contracts denominated as liabilities.

**Debt Securities**

The company's debt securities include foreign government bonds classified as held-to-maturity securities at March 31, 2024, December 31, 2023 and March 31, 2023, and available-for-sale securities at March 31, 2024. The company's investments in held-to-maturity securities are held at amortized cost, which approximates fair value, and are held by certain foreign subsidiaries in which the USD is the functional currency. The debt securities classified as held-to-maturity at March 31, 2024 with a contractual maturity within one year was \$140 million.

The company's investments in debt securities classified as available-for-sale are recorded at fair value with unrealized gains and losses recorded in accumulated other comprehensive income (loss), within the interim Consolidated Statements of Equity, or current period earnings if an allowance for credit losses has been established, within the interim Statement of Operations. The debt securities classified as available-for-sale at March 31, 2024 had a contractual maturity of one to five years with an amortized cost of \$125 million, gross unrealized gains (losses) of \$(22) million and a fair value of \$103 million.

The estimated fair value of the available-for-sale securities as of March 31, 2024 was determined using Level 2 inputs within the fair value hierarchy. Level 2 measurements were based on the closing price at the end of the period quoted market prices in active markets for identical assets and liabilities.

**NOTE 17 - FAIR VALUE MEASUREMENTS**

The following tables summarize the basis used to measure certain assets and liabilities at fair value on a recurring basis:

(In millions)	March 31, 2024	December 31, 2023	March 31, 2023
	Level 2 <sup>1</sup>	Level 2 <sup>1</sup>	Level 2 <sup>1</sup>
<b>Assets at fair value:</b>			
Marketable securities	\$ 153	\$ 98	\$ 85
<b>Debt securities:</b>			
Foreign government bonds <sup>2</sup>	103	—	—
<b>Derivatives relating to:<sup>3</sup></b>			
Foreign currency	22	83	41
Commodity contracts	3	5	2
<b>Total assets at fair value</b>	<b>\$ 281</b>	<b>\$ 186</b>	<b>\$ 128</b>
<b>Liabilities at fair value:</b>			
<b>Derivatives relating to:<sup>3</sup></b>			
Foreign currency	60	61	87
Commodity contracts	7	14	15
<b>Total liabilities at fair value</b>	<b>\$ 67</b>	<b>\$ 75</b>	<b>\$ 102</b>

1. Reflects significant other observable inputs.

2. Represents the company's investments in debt securities that are classified as available-for-sale, which are included in other assets in the interim Consolidated Balance Sheets.

3. See Note 16 - Financial Instruments for the classification of derivatives in the interim Consolidated Balance Sheets.

**NOTE 18 - SEGMENT INFORMATION**

Corteva's reportable segments reflects the manner in which its chief operating decision maker ("CODM") allocates resources and assesses performance, which is at the operating segment level (seed and crop protection). For purposes of allocating resources to the segments and assessing segment performance, segment operating EBITDA is the primary measure used by Corteva's CODM. The company defines segment operating EBITDA as earnings (loss) (i.e., income (loss) from continuing operations before income taxes) before interest, depreciation, amortization, corporate expenses, non-operating benefits (costs), foreign exchange gains (losses), and net unrealized gain or loss from mark-to-market activity for certain foreign currency derivative instruments that do not qualify for hedge accounting, excluding the impact of significant items. Non-operating benefits (costs) consists of non-operating pension and other post-employment benefit (OPEB) credits (costs), tax indemnification adjustments and environmental remediation and legal costs associated with legacy EIDP businesses and sites. Tax indemnification adjustments relate to changes in indemnification balances, as a result of the application of the terms of the Tax Matters Agreement, between Corteva and Dow and/or DuPont that are recorded by the company as pre-tax income or expense. Net unrealized gain or loss from mark-to-market activity for certain foreign currency derivative instruments that do not qualify for hedge accounting represents the non-cash net gain (loss) from changes in fair value of certain undesignated foreign currency derivative contracts. Upon settlement, which is within the same calendar year of execution of the contract, the realized gain (loss) from the changes in fair value of the non-qualified foreign currency derivative contracts will be reported in the respective segment results to reflect the economic effects of the foreign currency derivative contracts without the resulting unrealized mark to fair value volatility.

**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

As of and for the Three Months Ended March 31, (In millions)	Seed	Crop Protection	Total
<b>2024</b>			
Net sales	\$ 2,751	\$ 1,741	\$ 4,492
Segment operating EBITDA	748	310	1,058
Segment assets <sup>1</sup>	23,532	16,077	39,609
<b>2023</b>			
Net sales	2,695	2,189	4,884
Segment operating EBITDA	652	603	1,255
Segment assets <sup>1</sup>	23,966	17,584	41,550

1. Segment assets at December 31, 2023 were \$22,732 million and \$15,004 million for Seed and Crop Protection, respectively.

**Reconciliation to interim Consolidated Financial Statements**

Income (loss) from continuing operations after income taxes to segment operating EBITDA (In millions)	Three Months Ended March 31,	
	2024	2023
Income (loss) from continuing operations after income taxes	\$ 376	\$ 607
Provision for (benefit from) income taxes on continuing operations	106	169
Income (loss) from continuing operations before income taxes	482	776
Depreciation and amortization	307	287
Interest income	(35)	(40)
Interest expense	41	31
Exchange (gains) losses	59	36
Non-operating (benefits) costs	52	43
Mark-to-market (gains) losses on certain foreign currency contracts not designated as hedges	1	15
Significant items (benefit) charge	127	83
Corporate expenses	24	24
Segment operating EBITDA	\$ 1,058	\$ 1,255

Segment assets to total assets (In millions)	March 31, 2024	December 31, 2023	March 31, 2023
Total segment assets	\$ 39,609	\$ 37,736	\$ 41,550
Corporate assets	4,016	5,260	3,950
Total assets	\$ 43,625	\$ 42,996	\$ 45,500

**Significant Pre-tax (Charges) Benefits Not Included in Segment Operating EBITDA**

The three months ended March 31, 2024 and 2023, respectively, included the following significant pre-tax (charges) benefits which are excluded from segment operating EBITDA:

(In millions)	Seed	Crop Protection	Corporate	Total
<b>For the Three Months Ended March 31, 2024</b>				
Restructuring and asset related charges - net <sup>1</sup>	\$ (20)	\$ (41)	\$ (14)	\$ (75)
Estimated settlement expense <sup>2</sup>	—	(54)	—	(54)
Gain (loss) on sale of assets <sup>3</sup>	4	—	—	4
Acquisition-related costs <sup>5</sup>	—	(2)	—	(2)
Total	\$ (16)	\$ (97)	\$ (14)	\$ (127)

## NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

(In millions)	Seed	Crop Protection	Corporate	Total
<b>For the Three Months Ended March 31, 2023</b>				
Restructuring and asset related charges - net <sup>1</sup>	\$ (21)	\$ (6)	\$ (6)	\$ (33)
Estimated settlement expense <sup>2</sup>	—	(49)	—	(49)
Inventory write-offs <sup>3</sup>	(4)	—	—	(4)
Gain (loss) on sale of assets and equity investments <sup>3</sup>	—	3	—	3
Seed sale associated with Russia Exit <sup>3,4</sup>	19	—	—	19
Acquisition-related costs <sup>5</sup>	—	(19)	—	(19)
<b>Total</b>	<b>\$ (6)</b>	<b>\$ (71)</b>	<b>\$ (6)</b>	<b>\$ (83)</b>

1. Includes restructuring plans and asset related charges as well as accelerated prepaid amortization expense. See Note 5 - Restructuring and Asset Related Charges - Net, to the interim Consolidated Financial Statements, for additional information.

2. Consists of estimated Lorsban® related charges.

3. Incremental gains (losses) associated with activities related to the 2022 Restructuring Actions.

4. Includes a benefit (charge) of \$19 million for the three months ended March 31, 2023, relating to the sale of seeds already under production in Russia when the decision to exit the country was made and that the company was contractually required to purchase. It consists of \$41 million of net sales and \$22 million of cost of goods sold for the three months ended March 31, 2023.

5. Relates to acquisition-related costs, including transaction and third-party integration costs associated with the completed acquisitions of Stoller and Symborg as well as the recognition of the inventory fair value step-up. See Note 3 - Business Combinations, to the interim Consolidated Financial Statements, for additional information.



## **Item 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

### **Cautionary Statements About Forward-Looking Statements**

This report contains certain estimates and forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended, which are intended to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and may be identified by their use of words like “plans,” “expects,” “will,” “anticipates,” “believes,” “intends,” “projects,” “estimates,” “outlook,” or other words of similar meaning. All statements that address expectations or projections about the future, including statements about Corteva’s financial results or outlook; strategy for growth; product development; regulatory approvals; market position; capital allocation strategy; liquidity; environmental, social and governance (“ESG”) targets and initiatives; the anticipated benefits of acquisitions, restructuring actions, or cost savings initiatives; and the outcome of contingencies, such as litigation and environmental matters, are forward-looking statements.

Forward-looking statements and other estimates are based on certain assumptions and expectations of future events which may not be accurate or realized. Forward-looking statements and other estimates also involve risks and uncertainties, many of which are beyond Corteva’s control. While the list of factors presented below is considered representative, no such list should be considered to be a complete statement of all potential risks and uncertainties. Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Consequences of material differences in results as compared with those anticipated in the forward-looking statements could include, among other things, business disruption, operational problems, financial loss, legal liability to third parties and similar risks, any of which could have a material adverse effect on Corteva’s business, results of operations and financial condition. Some of the important factors that could cause Corteva’s actual results to differ materially from those projected in any such forward-looking statements include: (i) failure to obtain or maintain the necessary regulatory approvals for some of Corteva’s products; (ii) failure to successfully develop and commercialize Corteva’s pipeline; (iii) effect of the degree of public understanding and acceptance or perceived public acceptance of Corteva’s biotechnology and other agricultural products; (iv) effect of changes in agricultural and related policies of governments and international organizations; (v) costs of complying with evolving regulatory requirements and the effect of actual or alleged violations of environmental laws or permit requirements; (vi) effect of climate change and unpredictable seasonal and weather factors; (vii) failure to comply with competition and antitrust laws; (viii) effect of competition in Corteva’s industry; (ix) competitor’s establishment of an intermediary platform for distribution of Corteva’s products; (x) impact of Corteva’s dependence on third parties with respect to certain of its raw materials or licenses and commercialization; (xi) effect of volatility in Corteva’s input costs; (xii) risk related to geopolitical and military conflict; (xiii) risks related to environmental litigation and the indemnification obligations of legacy EIDP liabilities in connection with the separation of Corteva; (xiv) risks related to Corteva’s global operations; (xv) failure to effectively manage acquisitions, divestitures, alliances, restructurings, cost savings initiatives, and other portfolio actions; (xvi) effect of industrial espionage and other disruptions to Corteva’s supply chain, information technology or network systems; (xvii) failure of Corteva’s customers to pay their debts to Corteva, including customer financing programs; (xviii) failure to raise capital through the capital markets or short-term borrowings on terms acceptable to Corteva; (xix) increases in pension and other post-employment benefit plan funding obligations; (xx) capital markets sentiment towards ESG matters; (xxi) risks related to pandemics or epidemics; (xxii) Corteva’s intellectual property rights or defense against intellectual property claims asserted by others; (xxiii) effect of counterfeit products; (xxiv) Corteva’s dependence on intellectual property cross-license agreements; and (xxv) other risks related to the Separation from DowDuPont.

Additionally, there may be other risks and uncertainties that Corteva is unable to currently identify or that Corteva does not currently expect to have a material impact on its business. Where, in any forward-looking statement or other estimate, an expectation or belief as to future results or events is expressed, such expectation or belief is based on the current plans and expectations of Corteva’s management and expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be achieved or accomplished. Corteva disclaims and does not undertake any obligation to update or revise any forward-looking statement, except as required by applicable law. A detailed discussion of some of the significant risks and uncertainties which may cause results and events to differ materially from such forward-looking statements is included in the “Risk Factors” section of Corteva’s 2023 Annual Report, as modified by subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

## Recent Developments

### ***Crop Protection Operations Strategy Restructuring Program***

On November 5, 2023, management of the company approved a plan to further optimize its Crop Protection network of manufacturing and external partners (the "Crop Protection Operations Strategy Restructuring Program"). The plan includes the exit of the company's production activities at its site in Pittsburg, California, as well as ceasing operations in select manufacturing lines at other locations.

The company expects to record aggregate pre-tax restructuring and asset related charges of \$410 million to \$460 million, comprised of \$70 million to \$90 million of severance and related benefit costs, \$320 million to \$340 million of asset-related and impairment charges and \$20 million to \$30 million of costs related to contract terminations. Reductions in workforce are subject to local regulatory requirements. Through the first quarter of 2024, the company recorded net pre-tax restructuring and asset related charges of \$284 million, comprised of \$14 million of severance and related benefit costs, \$267 million of asset-related and impairment charges and \$3 million of costs related to contract terminations.

Future cash payments related to these charges are anticipated to be \$90 million to \$120 million, which primarily relate to the payment of severance and related benefits and contract terminations. Through the first quarter of 2024, the company paid \$3 million associated with these charges. The restructuring actions associated with these charges are expected to be substantially complete in 2024.

The Crop Protection Operations Strategy Restructuring Program is expected to contribute to the company's ongoing cost and productivity improvement efforts through achieving an estimated \$100 million of savings on a run rate basis by 2025. Future actions by the company or changes in circumstances from current assumptions, including any site disposition gains or losses, may cause actual results and future cash payments to differ. See Note 5 - Restructuring and Asset Related Charges - Net, to the Consolidated Financial Statements for additional information.

### ***2022 Restructuring Actions***

In connection with the company's shift to a global business unit model during 2022, the company assessed its business priorities and operational structure to maximize the customer experience and deliver on growth and earnings potential. As a result of this assessment, the company committed to restructuring actions during the second quarter of 2022, which included the company's Russia Exit (collectively the "2022 Restructuring Actions"). Through the first quarter of 2024, the company recorded pre-tax restructuring and other charges of \$373 million inception-to-date under the 2022 Restructuring Actions, consisting of \$131 million of severance and related benefit costs, \$116 million of asset related charges, \$67 million of costs related to contract terminations (including early lease terminations) and \$59 million of other charges. The company does not anticipate any additional material charges from the 2022 Restructuring Actions as actions associated with this charge are substantially complete.

Cash payments related to these charges are anticipated to be up to \$210 million, of which approximately \$160 million has been paid through March 31, 2024, and primarily relate to the payment of severance and related benefits, contract terminations and other charges.

The total pre-tax restructuring and other charges recognized through the three months ended March 31, 2024 included \$53 million associated with the Russia Exit. The Russia Exit pre-tax restructuring charges consisted of \$6 million of severance and related benefit costs, \$6 million of asset related charges and \$30 million of costs related to contract terminations (including early lease terminations). Other pre-tax charges associated with the Russia Exit were recorded to cost of goods sold and other income (expense) – net in the Consolidated Statement of Operations, relating to inventory write-offs of \$3 million and settlement costs of \$8 million, respectively.

The 2022 Restructuring Actions are expected to contribute to the company's ongoing cost and productivity improvement efforts through achieving an estimated \$210 million to \$220 million of savings on a run rate basis by 2025. See Note 5 - Restructuring and Asset Related Charges - Net, to the Consolidated Financial Statements for additional information.

### Share Buyback Plan

On September 13, 2022, Corteva, Inc. announced that its Board of Directors authorized a \$2 billion share repurchase program to purchase Corteva, Inc.'s common stock, par value \$0.01 per share, without an expiration date ("2022 Share Buyback Plan"). The timing, price and volume of purchases will be based on market conditions, relevant securities laws and other factors. In connection with the 2022 Share Buyback Plan, the company repurchased and retired 4,630,000 shares in the open market for a cost (excluding excise taxes) of \$250 million during the three months ended March 31, 2024.

### Overview

The following is a summary of results from continuing operations for the three months ended March 31, 2024:

- The company reported net sales of \$4,492 million, down 8 percent versus the same quarter last year, reflecting a 9 percent decrease in volume and a 2 percent unfavorable impact from currency, partially offset by a 3 percent increase in price.
- Cost of goods sold ("COGS") totaled \$2,550 million in the first quarter of 2024, down from \$2,771 million in the first quarter of 2023, primarily driven by lower volumes and ongoing cost and productivity actions, partially offset by higher input costs, which are primarily macro-economic driven and is expected to subside for crop protection in the second half of 2024.
- Restructuring and asset related charges - net were \$75 million in the first quarter of 2024, an increase from \$33 million in the first quarter of 2023. The charges for the three months ended March 31, 2024 primarily relate to severance and asset related charges associated with the Crop Protection Operations Strategy Restructuring Program and non-cash accelerated prepaid royalty amortization expense related to Roundup Ready 2 Yield® and Roundup Ready 2 Xtend® herbicide tolerance traits.
- Income (loss) from continuing operations after income taxes was \$376 million, as compared to \$607 million in the same quarter last year.
- Operating EBITDA was \$1,034 million for the three months ended March 31, 2024, down from \$1,231 million for the three months ended March 31, 2023, primarily driven by volume declines, unfavorable mix, higher input and production costs and the unfavorable impact of currency, partially offset by seed price execution, the reduction of net royalty expense and ongoing cost and productivity actions. Refer to page 46 for further discussion of the company's Non-GAAP financial measures.

In addition to the financial highlights above, the following events occurred during the three months ended March 31, 2024:

- The company returned approximately \$365 million to shareholders during the three months ended March 31, 2024 under its previously announced share repurchase programs and through common stock dividends.

### Results of Operations

#### Net Sales

Net sales were \$4,492 million and \$4,884 million for the three months ended March 31, 2024 and 2023, respectively. The decrease was primarily driven by a 9 percent decrease in volume and a 2 percent unfavorable impact from currency versus the prior period, partially offset by a 3 percent increase in price. Volume declines were against a strong prior year comparison primarily due to farmer purchases of crop protection products closer to the application window and impacts from the crop protection destocking and unfavorable weather in EMEA, partially offset by growth in North America from higher corn deliveries. Price gains were driven by continued execution on the Company's price for value strategy, led by seed in EMEA, partially offset by competitive market dynamics in North America and Latin America for crop protection products. The unfavorable impact from currency was led by the Turkish Lira. The portfolio and other impact was driven by the biologicals acquisitions.

	Three Months Ended March 31,			
	2024		2023	
	Net Sales (\$ Millions)	%	Net Sales (\$ Millions)	%
Worldwide	\$ 4,492	100 %	\$ 4,884	100 %
North America <sup>1</sup>	2,087	47 %	2,202	45 %
EMEA <sup>2</sup>	1,588	35 %	1,813	37 %
Latin America	515	11 %	552	11 %
Asia Pacific	302	7 %	317	7 %

	Q1 2024 vs. Q1 2023		Percent Change Due To:			
	Net Sales Change		Price & Product Mix	Volume	Currency	Portfolio / Other
\$ In millions	\$	%				
North America <sup>1</sup>	\$ (115)	(5)%	— %	(5)%	— %	— %
EMEA <sup>2</sup>	(225)	(12)%	7 %	(13)%	(5)%	(1)%
Latin America	(37)	(7)%	(4)%	(11)%	4 %	4 %
Asia Pacific	(15)	(5)%	1 %	(3)%	(4)%	1 %
<b>Total</b>	\$ (392)	(8)%	3 %	(9)%	(2)%	— %

1. Represents U.S. & Canada.

2. Europe, Middle East and Africa ("EMEA").

### Cost of Goods Sold

COGS was \$2,550 million (57 percent of net sales) and \$2,771 million (57 percent of net sales) for the three months ended March 31, 2024 and 2023, respectively. The decrease was primarily driven by lower volumes and ongoing cost and productivity actions, partially offset by higher input costs, which are primarily macro-economic driven and is expected to subside for crop protection in the second half of 2024. The macro-economic driven trends are due to inflationary pressures impacting raw material inputs, freight and logistics.

### Research and Development Expense

R&D expense was \$332 million (7 percent of net sales) and \$316 million (6 percent of net sales) for the three months ended March 31, 2024 and 2023, respectively. The increase in R&D expense is in support of the company's long-term growth plans and was primarily driven by an increase in salaries due to merit increases and higher headcount and the associated spending on third-party research costs.

### Selling, General and Administrative Expenses

SG&A expenses were \$736 million (16 percent of net sales) and \$726 million (15 percent of net sales) for the three months ended March 31, 2024 and 2023, respectively. The increase was primarily driven by incremental costs from the Stoller and Symborg acquisitions and an increase in commissions and bad debt expense, partially offset by a favorable impact relating to deferred compensation plans due to market impacts and a decrease in variable compensation.

### Amortization of Intangibles

Intangible asset amortization was \$177 million and \$160 million for the three months ended March 31, 2024 and 2023, respectively. The increase was primarily driven by the full quarter impact of amortization relating to the intangible assets recognized in connection with the Stoller and Symborg acquisitions, which were completed on March 1, 2023.

### Restructuring and Asset Related Charges - Net

Restructuring and asset related charges - net were \$75 million and \$33 million for the three months ended March 31, 2024 and 2023, respectively. The charges in the first quarter of 2024 primarily relates to charges associated with the Crop Protection Operations Strategy Restructuring Program consisting of severance and related benefit costs and asset related charges. The charges in the first quarter of 2023 primarily related to costs associated with the 2022 Restructuring Actions. The charges in the first quarter of 2024 and 2023 also include non-cash accelerated prepaid royalty amortization expense related to Roundup Ready 2 Yield® and Roundup Ready 2 Xtend® herbicide tolerance traits and previous restructuring programs.

See Note 5 - Restructuring and Asset Related Charges, Net, to the interim Consolidated Financial Statements, for additional information.

### Other Income (Expense) - Net

Other income (expense) - net was \$(99) million and \$(71) million for the three months ended March 31, 2024 and 2023, respectively. Higher other expense was primarily driven by an increase in net exchange losses and tax indemnification adjustments related to changes in indemnification balances as a result of the application of the terms of the Tax Matters Agreement between Corteva and Dow and/or DuPont. The increase in other expense was partially offset by the recognition of an indemnification payment negotiated with prior Stoller owners.

See Note 6 - Supplementary Information, to the interim Consolidated Financial Statements, for additional information.

### **Interest Expense**

Interest expense was \$41 million and \$31 million for the three months ended March 31, 2024 and 2023, respectively. The change was primarily driven by the interest relating to the Senior Notes issued in May 2023.

### **Provision for (Benefit from) Income Taxes on Continuing Operations**

The company's provision for income taxes on continuing operations was \$106 million for the three months ended March 31, 2024 on pre-tax income from continuing operations of \$482 million, resulting in an effective tax rate of 22.0 percent. The effective tax rate was unfavorably impacted by geographic mix of earnings, as well as withholding taxes on repatriation of cash held outside of the U.S. primarily from current year earnings. Those unfavorable impacts were partially offset by net tax benefits associated with changes in accruals for certain prior year tax positions.

The company's provision for income taxes on continuing operations was \$169 million for the three months ended March 31, 2023 on pre-tax income from continuing operations of \$776 million, resulting in an effective tax rate of 21.8 percent. The effective tax rate was unfavorably impacted by geographic mix of earnings. Those unfavorable impacts were partially offset by net tax benefits associated with changes in accruals for certain prior year tax positions, as well as from stock-based compensation.

### **Income (Loss) from Discontinued Operations After Tax**

Income (loss) from discontinued operations after tax was \$47 million and \$(8) million for the three months ended March 31, 2024 and 2023, respectively. The after-tax benefits recognized during the three months ended March 31, 2024 primarily relate to a favorable adjustment of certain prior year tax positions for previously divested businesses. The benefits were partially offset by charges recognized related to the MOU with Chemours and DuPont, relating to PFAS environmental remediation activities at Chemours' Fayetteville Works Facility. Refer to Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements, for additional information.

### **EIDP Analysis of Operations**

As discussed in Note 1 - Basis of Presentation, to the EIDP interim Consolidated Financial Statements, EIDP is a subsidiary of Corteva, Inc. and continues to be a reporting company, subject to the requirements of the Exchange Act. The below relates to EIDP only and is presented to provide an Analysis of Operations, only for the differences between EIDP and Corteva, Inc.

### **Interest Expense**

EIDP's interest expense was \$41 million and \$44 million for the three months ended March 31, 2024 and 2023, respectively. The change was primarily driven by the items noted above, under the header "Interest Expense," partially offset by no interest on the related party loan between EIDP and Corteva, Inc. during the first quarter of 2024 as it was fully repaid in the fourth quarter of 2023.

See Note 2 - Related Party Transactions, to the EIDP interim Consolidated Financial Statements, for further information.

### **Provision for (Benefit from) Income Taxes on Continuing Operations**

EIDP's provision for income taxes on continuing operations was \$108 million for the three months ended March 31, 2024 on pre-tax income from continuing operations of \$489 million, resulting in an effective tax rate of 22.1 percent. EIDP's provision for income taxes on continuing operations was \$166 million for the three Months Ended March 31, 2023 on pre-tax income from continuing operations of \$763 million, resulting in an effective tax rate of 21.8 percent.

EIDP's effective tax rates for the three months ended March 31, 2024 and 2023 were driven by the items noted above, under the header "Provision for (Benefit from) Income Taxes on Continuing Operations".

See Note 2 - Related Party Transactions, to the EIDP Consolidated Financial Statements for further information.

### **Corporate Outlook**

The global outlook for agriculture is stable with mostly constructive fundamentals in 2024. There was record-setting demand for grain, oilseeds, feed and biofuels in 2023 and we expect that to grow in 2024. On-farm demand for inputs remains healthy and farmers continue to prioritize the need for top-tier technology, despite the normalization of commodity prices. The global Crop Protection market remains imbalanced after the significant destocking in 2023, however we expect to see market growth in the second half of 2024.

The company is reaffirming its previously provided outlook for the full-year 2024 and expects net sales in the range of \$17.4 billion and \$17.7 billion and Operating EBITDA in the range of \$3.5 billion and \$3.7 billion. Operating Earnings Per Share is expected to be in the range of \$2.70 and \$2.90 per share, which reflects higher earnings, partially offset by interest expense and

a higher base tax rate. Cash provided by operating activities - continuing operations is expected to be in the range of \$2.1 billion and \$2.6 billion. Free cash flow is expected to be in the range of \$1.5 billion and \$2.0 billion. Refer to further discussion of Non-GAAP metrics on pages 46 - 48.

The above outlook does not contemplate any extreme weather events, operational disruptions, significant changes in customers' demand or ability to pay, or further acceleration of currency and inflation impacts resulting from macro-economic driven trends. Corteva is not able to reconcile its forward-looking non-GAAP financial measures, except Free Cash Flow, to its most comparable U.S. GAAP financial measures, as it is unable to predict with reasonable certainty items outside of the company's control, such as Significant Items, without unreasonable effort (refer to page 48 for Significant Items recorded in the three months ended March 31, 2024 and 2023). However, during 2023, the company committed to restructuring activities to optimize the Crop Protection network of manufacturing and external partners, which are expected to be substantially complete in 2024. The company expects to record approximately \$180 million to \$230 million net pre-tax restructuring charges during 2024 for these activities. Additionally, the company expects to record approximately \$60 million for non-cash accelerated prepaid royalty amortization expense as restructuring and asset related charges. See Note 5 - Restructuring and Asset Related Charges - Net, to the interim Consolidated Financial Statements, for additional information.

#### Reconciliation of Forward-Looking Cash Provided by (Used for) Operating Activities – Continuing Operations to Free Cash Flow<sup>1</sup>

(In millions)	Twelve Months Ended December 31, 2024 <sup>1</sup>	
	Low End	High End
Cash provided by (used for) operating activities - continuing operations	\$ 2,130	\$ 2,630
Less: Capital expenditures	(630)	(630)
<b>Free Cash Flow (Non-GAAP)</b>	<b>\$ 1,500</b>	<b>\$ 2,000</b>

1. This represents the reconciliation of the company's range provided for its forward-looking non-GAAP financial measure relating to Free Cash Flow. Refer to further discussion of Non-GAAP metrics on page 46.

#### Recent Accounting Pronouncements

See Note 2 - Recent Accounting Guidance, to the interim Consolidated Financial Statements, for a description of recent accounting pronouncements.

#### Segment Reviews

The company operates in two reportable segments: Seed and Crop Protection.

##### *Seed*

The company's seed segment is a global leader in developing and supplying advanced germplasm and traits that produce optimum yield for farms around the world. The segment is a leader in many of the company's key seed markets, including North America corn and soybeans, Europe corn and sunflower, as well as Brazil, India, South Africa and Argentina corn. The segment offers trait technologies that improve resistance to weather, disease, insects and enhance food and nutritional characteristics, herbicides used to control weeds, and digital solutions that assist farmer decision-making to help maximize yield and profitability.

##### *Crop Protection*

The crop protection segment serves the global agricultural input industry with products that protect against weeds, insects and other pests, and disease, and that improve overall crop health both above and below ground via nitrogen management and seed-applied technologies. The segment offers crop protection solutions and digital solutions that provide farmers the tools they need to improve productivity and profitability, and help keep fields free of weeds, insects and diseases. The segment is a leader in global herbicides, insecticides, nitrogen stabilizers, pasture and range management herbicides and biologicals.

Summarized below are comments on individual segment net sales and segment operating EBITDA for the three months ended March 31, 2024 compared with the same period in 2023. The company defines segment operating EBITDA as earnings (loss) (i.e., income (loss) from continuing operations before income taxes) before interest, depreciation, amortization, corporate expenses, non-operating benefits (costs), foreign exchange gains (losses), and net unrealized gain or loss from mark-to-market activity for certain foreign currency derivative instruments that do not qualify for hedge accounting, excluding the impact of significant items. Non-operating benefits (costs) consists of non-operating pension and OPEB credits (costs), tax indemnification adjustments and environmental remediation and legal costs associated with legacy EIDP businesses and sites.

Tax indemnification adjustments relate to changes in indemnification balances, as a result of the application of the terms of the Tax Matters Agreement, between Corteva and Dow and/or DuPont that are recorded by the company as pre-tax income or expense. See Note 18 - Segment Information, to the interim Consolidated Financial Statements, for details related to significant pre-tax benefits (charges) excluded from segment operating EBITDA. All references to prices are based on local price unless otherwise specified.

A reconciliation of segment operating EBITDA to income (loss) from continuing operations after income taxes for the three months ended March 31, 2024 and 2023 is included in Note 18 - Segment Information, to the interim Consolidated Financial Statements.

Seed In millions	Three Months Ended March 31,	
	2024	2023
Net sales	\$ 2,751	\$ 2,695
Segment operating EBITDA	\$ 748	\$ 652

Seed \$ In millions	Q1 2024 vs. Q1 2023		Percent Change Due To:			
	Net Sales Change		Price & Product Mix	Volume	Currency	Portfolio / Other
\$	%					
North America	\$ 148	11 %	3 %	8 %	— %	— %
EMEA	(94)	(9)%	10 %	(10)%	(5)%	(4)%
Latin America	12	5 %	6 %	(7)%	6 %	— %
Asia Pacific	(10)	(10)%	8 %	(13)%	(5)%	— %
<b>Total</b>	\$ 56	2 %	6 %	(1)%	(2)%	(1)%

Seed \$ In millions	Q1 2024 vs. Q1 2023		Percent Change Due To:			
	Net Sales Change		Price & Product Mix	Volume	Currency	Portfolio / Other
\$	%					
Corn	\$ 108	5 %	7 %	1 %	(2)%	(1)%
Soybeans	23	9 %	2 %	7 %	— %	— %
Other oilseeds	(56)	(19)%	10 %	(13)%	(7)%	(9)%
Other	(19)	(13)%	(1)%	(13)%	1 %	— %
<b>Total</b>	\$ 56	2 %	6 %	(1)%	(2)%	(1)%

#### Seed

Seed net sales were \$2,751 million in the first quarter of 2024, up 2 percent from \$2,695 million in the first quarter of 2023. The sales increase was driven by a 6 percent increase in price, partially offset by a 2 percent unfavorable currency impact and a 1 percent decline in both volume and portfolio and other.

Price gains were driven by strong execution globally, led by EMEA, as farmers prioritize the use of top technology to drive higher yields. Volume gains in North America from higher corn deliveries were offset by volume declines in EMEA due to delayed demand from unfavorable weather. Unfavorable currency impacts were led by the Turkish lira.

Segment operating EBITDA was \$748 million in the first quarter of 2024, an improvement of \$96 million from \$652 million in the first quarter of 2023. Price execution, improvement in net royalty expense and ongoing cost and productivity actions more than offset higher commodity and production costs and the unfavorable impact of currency. Segment operating EBITDA margin improved by approximately 300 basis points versus the prior-year period.

Crop Protection In millions	Three Months Ended March 31,	
	2024	2023
Net sales	\$ 1,741	\$ 2,189
Segment Operating EBITDA	\$ 310	\$ 603

Crop Protection \$ In millions	Q1 2024 vs. Q1 2023		Percent Change Due To:			
	Net Sales Change		Price & Product Mix	Volume	Currency	Portfolio / Other
\$	%					
North America	\$ (263)	(30)%	(5)%	(25)%	— %	— %
EMEA	(131)	(16)%	4 %	(17)%	(4)%	1 %
Latin America	(49)	(17)%	(13)%	(14)%	3 %	7 %
Asia Pacific	(5)	(2)%	(2)%	2 %	(3)%	1 %
<b>Total</b>	\$ (448)	(20)%	(3)%	(18)%	(1)%	2 %

Crop Protection \$ In millions	Q1 2024 vs. Q1 2023		Percent Change Due To:			
	Net Sales Change		Price & Product Mix	Volume	Currency	Portfolio / Other
\$	%					
Herbicides	\$ (356)	(29)%	(4)%	(25)%	— %	— %
Insecticides	(36)	(9)%	1 %	(5)%	(5)%	— %
Fungicides	(64)	(18)%	(1)%	(15)%	(2)%	— %
Other	8	4 %	(4)%	(8)%	(2)%	18 %
<b>Total</b>	\$ (448)	(20)%	(3)%	(18)%	(1)%	2 %

### Crop Protection

Crop protection net sales were \$1,741 million in the first quarter of 2024, down 20 percent from \$2,189 million in the first quarter of 2023. The sales decrease was driven by an 18 percent decrease in volume, a 3 percent decrease in price and a 1 percent unfavorable currency impact, partially offset by a 2 percent favorable impact from portfolio and other.

The decrease in volume against a strong prior year comparison was primarily due to farmer purchases closer to the application window, as well as weather and destocking impacts in EMEA. Price declines in North America and Latin America due to competitive market dynamics were partially offset by pricing gains in EMEA to largely offset currency. Unfavorable currency impacts were primarily related to the Turkish Lira.

Segment Operating EBITDA was \$310 million in the first quarter of 2024, down \$293 million from \$603 million in the first quarter of 2023. Volume declines and unfavorable mix, pricing pressure, the unfavorable impact of currency, and raw material cost inflation, more than offset productivity actions. Segment operating EBITDA margin contracted by more than 970 basis points versus the prior-year period.

### Non-GAAP Financial Measures

The company presents certain financial measures that do not conform to U.S. GAAP and are considered non-GAAP measures. These measures include Operating EBITDA and operating earnings (loss) per share. Management uses these measures internally for planning and forecasting, including allocating resources and evaluating incentive compensation. Management believes that these non-GAAP measures best reflect the ongoing performance of the company during the periods presented and provide more relevant and meaningful information to investors as they provide insight with respect to ongoing operating results of the company and a more useful comparison of year over year results. These non-GAAP measures supplement the company's U.S. GAAP disclosures and should not be viewed as an alternative to U.S. GAAP measures of performance. Furthermore, such non-GAAP measures may not be consistent with similar measures provided or used by other companies. Reconciliations for these non-GAAP measures to U.S. GAAP are provided below.

Operating EBITDA is defined as earnings (loss) (i.e., income (loss) from continuing operations before income taxes) before interest, depreciation, amortization, non-operating benefits (costs), foreign exchange gains (losses), and net unrealized gain or



loss from mark-to-market activity for certain foreign currency derivative instruments that do not qualify for hedge accounting, excluding the impact of significant items. Non-operating benefits (costs) consists of non-operating pension and OPEB credits (costs), tax indemnification adjustments and environmental remediation and legal costs associated with legacy businesses and sites. Tax indemnification adjustments relate to changes in indemnification balances, as a result of the application of the terms of the Tax Matters Agreement, between Corveva and Dow and/or DuPont that are recorded by the company as pre-tax income or expense. Operating earnings (loss) per share is defined as "earnings (loss) per common share from continuing operations - diluted" excluding the after-tax impact of significant items, the after-tax impact of non-operating benefits (costs), the after-tax impact of amortization expense associated with intangible assets existing as of the Separation from DowDuPont, and the after-tax impact of net unrealized gain or loss from mark-to-market activity for certain foreign currency derivative instruments that do not qualify for hedge accounting. Although amortization of the company's intangible assets is excluded from these non-GAAP measures, management believes it is important for investors to understand that such intangible assets contribute to revenue generation. Amortization of intangible assets that relate to past acquisitions will recur in future periods until such intangible assets have been fully amortized. Any future acquisitions may result in amortization of additional intangible assets. Net unrealized gain or loss from mark-to-market activity for certain foreign currency derivative instruments that do not qualify for hedge accounting represents the non-cash net gain (loss) from changes in fair value of certain undesignated foreign currency derivative contracts. Upon settlement, which is within the same calendar year of execution of the contract, the realized gain (loss) from the changes in fair value of the non-qualified foreign currency derivative contracts will be reported in the relevant non-GAAP financial measures, allowing quarterly results to reflect the economic effects of the foreign currency derivative contracts without the resulting unrealized mark to fair value volatility.

The company also uses Free Cash Flow as a non-GAAP measure to evaluate and discuss its liquidity position and ability to generate cash. Free Cash Flow is defined as cash provided by (used for) operating activities – continuing operations, less capital expenditures. Management believes that Free Cash Flow provides investors with meaningful information regarding the company's ongoing ability to generate cash through core operations, and the company's ability to service its indebtedness, pay dividends (when declared), make share repurchases, and meet its ongoing cash needs for its operations. During the fourth quarter of 2023, the company made the decision, which was retrospectively applied, to adjust the presentation of the Consolidated Statement of Cash Flows to separately show the cash provided by (used for) operating activities – discontinued operations, which was previously presented within cash provided by (used for) operating activities. See Note 1 – Background and Basis of Presentation, to the interim Consolidated Financial Statements, for additional information. As a result, the definition for Free Cash Flow was revised to utilize cash provided by (used for) operating activities – continuing operations. The change in definition did not have a material impact to prior years' Free Cash Flow. Management made this decision to better present the liquidity generated from the company's ongoing business operations.

#### Reconciliation of Income (Loss) from Continuing Operations after Income Taxes to Operating EBITDA

(In millions)	Three Months Ended March 31,	
	2024	2023
Income (loss) from continuing operations after income taxes (GAAP)	\$ 376	\$ 607
Provision for (benefit from) income taxes on continuing operations	106	169
<b>Income (loss) from continuing operations before income taxes (GAAP)</b>	<b>482</b>	<b>776</b>
Depreciation and amortization	307	287
Interest income	(35)	(40)
Interest expense	41	31
Exchange (gains) losses	59	36
Non-operating (benefits) costs	52	43
Mark-to-market (gains) losses on certain foreign currency contracts not designated as hedges	1	15
Significant items (benefit) charge	127	83
<b>Operating EBITDA (Non-GAAP)</b>	<b>\$ 1,034</b>	<b>\$ 1,231</b>

**Significant Items**

(In millions)	Three Months Ended March 31,	
	2024	2023
Restructuring and asset related charges - net	\$ (75)	\$ (33)
Estimated settlement expense <sup>1</sup>	(54)	(49)
Inventory write-offs <sup>2</sup>	—	(4)
Gain (loss) on sale of assets and equity investments <sup>2</sup>	4	3
Seed sale associated with Russia exit <sup>2,3</sup>	—	19
Acquisition-related costs <sup>4</sup>	(2)	(19)
<b>Total pretax significant items benefit (charge)</b>	<b>(127)</b>	<b>(83)</b>
Total tax (provision) benefit impact of significant items <sup>5</sup>	32	15
<b>Total significant items benefit (charge), after tax</b>	<b>\$ (95)</b>	<b>\$ (68)</b>

1. Consists of estimated Lorsban® related charges.

2. Incremental gains (losses) associated with activities related to the 2022 Restructuring Actions.

3. Includes a benefit (charge) of \$19 million for the three months ended March 31, 2023 relating to the sale of seeds already under production in Russia when the decision to exit the country was made and that the company was contractually required to purchase. It consists of \$41 million of net sales and \$22 million of cost of goods sold.

4. Relates to acquisition-related costs relating to third-party integration costs associated with the completed acquisitions of Stoller and Symborg. The first quarter 2023 also includes transaction costs and the recognition of the inventory fair value step-up. See Note 3 - Business Combinations, to the interim Consolidated Financials Statements, for additional information.

5. Unless specifically addressed above, the income tax effect on significant items was calculated based upon the enacted tax laws and statutory income tax rates applicable in the tax jurisdiction(s) of the underlying non-GAAP adjustment.

**Reconciliation of Income (Loss) from Continuing Operations Attributable to Corteva and Earnings (Loss) Per Share of Common Stock from Continuing Operations - Diluted to Operating Earnings (Loss) and Operating Earnings (Loss) Per Share**

(In millions)	Three Months Ended March 31,	
	2024	2023
Income (loss) from continuing operations attributable to Corteva common stockholders (GAAP)	\$ 372	\$ 603
Less: Non-operating benefits (costs), after tax	(40)	(33)
Less: Amortization of intangibles (existing as of Separation), after tax	(117)	(118)
Less: Mark-to-market gains (losses) on certain foreign currency contracts not designated as hedges, after tax	(1)	(11)
Less: Significant items benefit (charge), after tax	(95)	(68)
<b>Operating Earnings (Loss) (Non-GAAP)</b>	<b>\$ 625</b>	<b>\$ 833</b>

	Three Months Ended March 31,	
	2024	2023
Earnings (loss) per share of common stock from continuing operations attributable to Corteva common stockholders - diluted (GAAP)	\$ 0.53	\$ 0.84
Less: Non-operating benefits (costs), after tax	(0.06)	(0.05)
Less: Amortization of intangibles (existing as of Separation), after tax	(0.17)	(0.16)
Less: Mark-to-market gains on certain foreign currency contracts not designated as hedges, after tax	—	(0.02)
Less: Significant items benefit (charge), after tax	(0.13)	(0.09)
<b>Operating Earnings (Loss) Per Share (Non-GAAP)</b>	<b>\$ 0.89</b>	<b>\$ 1.16</b>
<b>Diluted Shares Outstanding (in millions)</b>	<b>702.8</b>	<b>716.2</b>

**Liquidity and Capital Resources**

Information related to the company's liquidity and capital resources can be found in the company's 2023 Annual Report, Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, Liquidity & Capital Resources. The discussion below provides the updates to this information for the three months ended March 31, 2024.

<i>(In millions)</i>	<b>March 31, 2024</b>	<b>December 31, 2023</b>	<b>March 31, 2023</b>
<b>Cash, cash equivalents and marketable securities</b>	\$ 1,658	\$ 2,742	\$ 1,731
<b>Total debt</b>	\$ 4,640	\$ 2,489	\$ 5,028

The increase in debt balances from December 31, 2023 was primarily due to higher short-term debt, which was used to fund the company's working capital needs, capital spending, dividend payments and share repurchases. See further information in Note 12 - Short-Term Borrowings, Long-Term Debt and Available Credit Facilities, to the interim Consolidated Financial Statements.

The company believes its ability to generate cash from operations and access to capital markets and commercial paper markets will be adequate to meet anticipated cash requirements to fund its operations, including seasonal working capital, capital spending, dividend payments, share repurchases and pension obligations. Corteva's strong financial position, liquidity and credit ratings will provide access as needed to capital markets and commercial paper markets to fund seasonal working capital needs. The company's liquidity needs can be met through a variety of sources, including cash provided by operating activities, commercial paper, syndicated credit lines, bilateral credit lines, long-term debt markets, bank financing and committed receivable repurchase facilities. Corteva considers the borrowing costs and lending terms when selecting the source to fund its operations and working capital needs.

The company had access to approximately \$6.5 billion, \$6.0 billion, \$5.5 billion at March 31, 2024, December 31, 2023 and March 31, 2023, in committed and uncommitted unused credit lines, which includes the uncommitted revolving credit lines relating to the Foreign Currency Loans. These facilities provide support to meet the company's short-term liquidity needs and for general corporate purposes, which may include funding of discretionary and non-discretionary contributions to certain benefit plans, severance payments, repayment and refinancing of debt, working capital, capital expenditures, repurchases and redemptions of securities, acquisitions and Corteva's costs and expenses. These facilities are provided to the company by highly rated and well capitalized global financial institutions.

In May 2023, the company issued \$600 million of 4.50 percent Senior Notes due in 2026 and \$600 million of 4.80 percent Senior Notes due in 2033 (the "May 2023 Debt Offering").

In February 2024, the company amended and restated its July 2023 (as amended in July 2023 and January 2024) 364-day revolving credit agreement (the "364-Day Revolving Credit Facility") increasing the facility amount to \$1 billion and extending the expiration date to February 2025. In February 2023, the company drew down \$1 billion under the 364-Day Revolving Credit Facility, which was used for general corporate purposes, including funding seasonal working capital needs, capital spending, dividend payments, share repurchases and to partially fund the Stoller and Symborg acquisitions. See Note 3 - Business Combinations, to the interim Consolidated Financial Statements, for additional information on the Stoller and Symborg acquisitions. In May 2023, the company repaid the \$1 billion loan using the proceeds from the May 2023 Debt Offering.

The company's indenture covenants include customary limitations on liens, sale and leaseback transactions, and mergers and consolidations affecting manufacturing plants, mineral producing properties or research facilities located in the U.S. and the consolidated subsidiaries owning such plants, properties and facilities subject to certain limitations. The outstanding long-term debt also contains customary default provisions.

In September 2023 and in accordance with the Nationwide Water District Settlement, the settling companies established a settlement fund (the "Water District Settlement Fund") and contributed \$1.185 billion, with Chemours contributing 50 percent, and DuPont and Corteva collectively contributing the remaining 50 percent pursuant to the terms of the Letter Agreement. The settling companies utilized the balance in the MOU Escrow Account, along with amounts previously expected to be contributed to the MOU Escrow Account in 2023, among other sources, to make their respective contributions to the Water District Settlement Fund. Refer to Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements, for additional information.

The company has meaningful seasonal working capital needs based in part on providing financing to its customers. Working capital is funded through multiple methods including cash, commercial paper, the Revolving Credit Facilities, the 364-Day Revolving Credit Facility, and factoring.

The company has factoring agreements with third-party financial institutions to sell its trade receivables under both recourse and non-recourse agreements in exchange for cash proceeds in an effort to reduce its receivables risk. For arrangements that include an element of recourse, the company provides a guarantee of the trade receivables in the event of customer default. Refer to Note 9 - Accounts and Notes Receivable - Net, to the interim Consolidated Financial Statements, for more information.

The company also organizes agreements with third-party financial institutions who directly provide financing for select customers of the company's seed and crop protection products in each region. Terms of the third-party loans are less than a year and programs are renewed on an annual basis. In some cases, the company guarantees a portion of the extension of such credit to such customers. Refer to Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements, for more information on the company's guarantees.

The company's cash, cash equivalents and marketable securities at March 31, 2024, December 31, 2023 and March 31, 2023 are \$1.7 billion, \$2.7 billion and \$1.7 billion, respectively, of which \$1.3 billion, \$2.2 billion and \$1.5 billion at March 31, 2024, December 31, 2023 and March 31, 2023, respectively, was held by subsidiaries in foreign countries, including United States territories. Cash, cash equivalents and marketable securities are concentrated subject to local restrictions with highly rated and well capitalized global financial institutions. The underlying credit worthiness and exposures to these counterparties are monitored on a regular basis in line with the company's overall risk management procedures. Upon actual repatriation, such earnings could be subject to withholding taxes, foreign and/or U.S. state income taxes, and taxes resulting from the impact of foreign currency movements. The cash held by foreign subsidiaries is generally used to finance the subsidiaries' operational activities and future foreign investments. At March 31, 2024, management believed that sufficient liquidity is available in the U.S. with global operating cash flows, borrowing capacity from existing committed credit facilities, and access to capital markets and commercial paper markets.

#### *Summary of Cash Flows*

Cash provided by (used for) operating activities - continuing operations was \$(2,606) million for the three months ended March 31, 2024 compared to \$(3,302) million for the three months ended March 31, 2023. The change was primarily driven by favorable changes in receivables due to lower crop protection sales and inventories due to lower purchases. The change was also driven by favorable changes in accounts payable due to lower payments to third-party growers resulting from lower commodity costs and current liabilities due to lower variable compensation payments compared to the prior year.

Cash provided by (used for) operating activities - discontinued operations was \$(3) million for the three months ended March 31, 2024 compared to \$(9) million for the three months ended March 31, 2023. The cash outflows were primarily related to PFAS activities that are subject to the MOU with Chemours and DuPont associated with environmental remediation activities primarily at Chemours' Fayetteville Works facility.

Cash provided by (used for) investing activities was \$(270) million for the three months ended March 31, 2024 compared to \$(1,511) million for the three months ended March 31, 2023. The change was primarily due to the acquisitions of Stoller and Symborg in 2023, partially offset by higher purchases of investments in 2024 and the proceeds from the settlement of the net investment hedge in the first quarter of 2023.

Cash provided by (used for) financing activities was \$1,766 million for the three months ended March 31, 2024 compared to \$3,274 million for the three months ended March 31, 2023. The change was primarily due to higher borrowings in 2023 to fund working capital needs, capital spending, dividend payments, share repurchases and to partially fund the Stoller and Symborg acquisitions, partially offset by higher payments on debt.

In January 2024, the company's Board of Directors authorized a common stock dividend of \$0.16 per share, payable on March 15, 2024, to the shareholders of record on March 1, 2024. In April 2024, the company's Board of Directors authorized a common stock dividend of \$0.16 per share, payable on June 18, 2024, to the shareholders of record on June 4, 2024.

On September 13, 2022, Corteva, Inc. announced that its Board of Directors authorized a \$2 billion share repurchase program to purchase Corteva, Inc.'s common stock, par value \$0.01 per share, without an expiration date ("2022 Share Buyback Plan"). The timing, price and volume of purchases in connection with the 2022 Share Buyback Plan will be based on market conditions, relevant securities laws and other factors. In connection with the 2022 Share Buyback Plan, the company repurchased and retired 4,630,000 shares in the open market for a cost (excluding excise taxes) of \$250 million during the three months ended March 31, 2024.

On August 5, 2021, Corteva, Inc. announced that its Board of Directors authorized a \$1.5 billion share repurchase program to purchase Corteva, Inc.'s common stock, par value \$0.01 per share, without an expiration date ("2021 Share Buyback Plan"). The company completed the 2021 Share Buyback Plan during the first quarter of 2023 and repurchased and retired 4,098,000, 17,425,000 and 5,572,000 shares in the open market for a total cost of \$250 million, \$1 billion and \$250 million during the years ended December 31, 2023, 2022 and 2021, respectively.

For the full year 2024, the company expects repurchases of approximately \$1 billion under the 2022 Share Buyback Plan discussed above. The total amount, timing, price and volume of purchases will be based on market conditions, relevant securities laws and other market and company specific factors.

See Note 14 - Stockholders' Equity, to the interim Consolidated Financial Statements, for additional information related to the share buyback plans.

### **EIDP Liquidity Discussion**

As discussed in Note 1 - Basis of Presentation, to the EIDP interim Consolidated Financial Statements, EIDP is a subsidiary of Corteva, Inc. and continues to be a reporting company, subject to the requirements of the Exchange Act. The below relates to EIDP only and is presented to provide a Liquidity discussion for the differences between EIDP and Corteva, Inc. See Note 2 - Related Party Transactions, to the EIDP interim Consolidated Financial Statements, for further information on the related party loan between EIDP and Corteva, Inc.

### **Cash provided by (used for) operating activities - continuing operations**

EIDP's cash provided by (used for) operating activities - continuing operations was \$(2,972) million and \$(3,297) million for the three months ended March 31, 2024 and 2023, respectively. The change was primarily driven by higher receivables from Corteva in connection with the Master In-House Banking Agreement and the items noted on page 50, under the header "Summary of Cash Flows."

### **Cash provided by (used for) operating activities - discontinued operations**

EIDP's cash provided by (used for) operating activities - discontinued operations was \$(3) million and \$(9) million for the three months ended March 31, 2024 and 2023, respectively. The change was primarily driven by the items noted on page 50, under the header "Summary of Cash Flows."

### **Cash provided by (used for) investing activities**

EIDP's cash provided by (used for) investing activities was \$(270) million and \$(1,511) million for the three months ended March 31, 2024 and 2023. The change was primarily driven by the items noted on page 50, under the header "Summary of Cash Flows."

### **Cash provided by (used for) financing activities**

EIDP's cash provided by (used for) financing activities was \$2,132 million and \$3,269 million for the three months ended March 31, 2024 and 2023. The change was primarily due to higher borrowings in 2023 to fund working capital needs, capital spending, dividend payments, share repurchases and to partially fund the Stoller and Symborg acquisitions, partially offset by higher payments on debt, including the payments on the related party loan between EIDP and Corteva, Inc. in the first quarter of 2023.

### *Guarantees and Off-Balance Sheet Arrangements*

For detailed information related to Guarantees, Indemnifications, and Obligations for Equity Affiliates and Others, see the company's 2023 Annual Report, Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, Off-Balance Sheet Arrangements and Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements.

### **Contractual Obligations**

Information related to the company's contractual obligations at December 31, 2023 can be found on page 56 of the company's 2023 Annual Report. There have been no material changes to the company's contractual obligations outside the ordinary course of business from those reported in the company's 2023 Annual Report.

### **Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

See Note 16 - Financial Instruments, to the interim Consolidated Financial Statements. See also Part II, Item 7A. Quantitative and Qualitative Disclosures About Market Risk, of the company's 2023 Annual Report, for information on the company's utilization of financial instruments and an analysis of the sensitivity of these instruments.

#### **Item 4. CONTROLS AND PROCEDURES**

##### **Corteva, Inc.**

a) Evaluation of Disclosure Controls and Procedures

The company maintains a system of disclosure controls and procedures to give reasonable assurance that information required to be disclosed in the company's reports filed or submitted under the Securities Exchange Act of 1934 ("Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission. These controls and procedures also give reasonable assurance that information required to be disclosed in such reports is accumulated and communicated to management to allow timely decisions regarding required disclosures.

As of March 31, 2024, the company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), together with management, conducted an evaluation of the effectiveness of the company's disclosure controls and procedures pursuant to Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based on that evaluation, the CEO and CFO concluded that these disclosure controls and procedures are effective.

b) Changes in Internal Control over Financial Reporting

There have been no changes in the company's internal control over financial reporting that occurred during the quarter ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, the company's internal control over financial reporting.

##### **EIDP, Inc.**

a) Evaluation of Disclosure Controls and Procedures

EIDP maintains a system of disclosure controls and procedures to give reasonable assurance that information required to be disclosed in their reports filed or submitted under the Securities Exchange Act of 1934 ("Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission. These controls and procedures also give reasonable assurance that information required to be disclosed in such reports is accumulated and communicated to management to allow timely decisions regarding required disclosures.

As of March 31, 2024, EIDP's CEO and CFO, together with management, conducted an evaluation of the effectiveness of EIDP's disclosure controls and procedures pursuant to Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based on that evaluation, the CEO and CFO concluded that these disclosure controls and procedures are effective.

b) Changes in Internal Control over Financial Reporting

There have been no changes in EIDP's internal control over financial reporting that occurred during the quarter ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, EIDP's internal control over financial reporting.

## PART II. OTHER INFORMATION

### Item 1. LEGAL PROCEEDINGS

The company is subject to various legal proceedings, including, but not limited to, product liability, intellectual property, antitrust, commercial, property damage, personal injury, environmental and regulatory matters arising out of the normal course of its current businesses or legacy EIDP businesses unrelated to Corteva's current businesses but allocated to Corteva as part of the Separation of Corteva from DuPont.

Often these proceedings raise complex factual and legal issues, which are subject to risks and uncertainties and which could require significant amounts of senior leadership team's time. Litigation and other claims, along with regulatory proceedings, against the company could also materially adversely affect its operations, reputation, and/or result in the incurrence of unexpected expenses and liability. Even when the company believes liabilities are not expected to be material or the probability of loss or of an adverse unappealable final judgment is remote, the company may consider settlement of these matters, and may enter into settlement agreements, if it believes settlement is in the best interest of the company, including avoidance of future distraction and litigation defense cost, and its shareholders. Information regarding certain of these matters is set forth below and in Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements.

#### Litigation related to Corteva's current businesses

##### *Federal Trade Commission Investigation*

On September 29, 2022, the FTC, along with ten state attorneys general, filed a lawsuit against Corteva and another competitor alleging the parties engaged in unfair methods of competition, unlawful conditioning of payments, unreasonably restrained trade, and have an unlawful monopoly (the "FTC lawsuit"). In December 2022, two additional state attorneys general joined the FTC lawsuit, and another state attorney general filed a separate lawsuit against Corteva and another competitor based on the allegations set forth in the FTC lawsuit. Several proposed private class action lawsuits alleging anticompetitive conduct based on the allegations set forth in the FTC lawsuit were centralized into a multi-district litigation in the U.S. District Court for the Middle District of North Carolina in February 2023. Further information with respect to these proceedings is set forth under "Federal Trade Commission Investigation" in Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements.

##### *Lorsban® Lawsuits*

As of March 31, 2024, there were pending personal injury and remediation lawsuits filed against the former Dow Agrosiences LLC in California alleging injuries related to exposure to, or contamination by, chlorpyrifos, the active ingredient in Lorsban®, an insecticide used by commercial farms for field fruit, nut and vegetable crops. Corteva ended its production of Lorsban® in 2020. Further information with respect to these proceedings is set forth under "Lorsban® Lawsuits" in Note 13 – Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements.

##### *Inari Disputes*

On September 27, 2023, Corteva filed a lawsuit in Delaware federal court against Inari Agriculture, Inc. and Inari Agriculture N.V. (collectively "Inari") asserting claims of Plant Variety Protection infringement, indirect patent infringement, breach of contract, and civil conversion. Corteva's lawsuit alleges Inari illegally obtained various varieties of seed technologies from a seed depository and illegally transported them abroad for the purpose of performing gene editing on the technologies and then filing a patent for such technologies. In December 2023, Inari filed a motion to dismiss the complaint.

##### *Bayer Disputes*

In August 2022, Corteva filed a lawsuit against Bayer CropScience LLP and Monsanto Company (collectively "Bayer") in federal court in Delaware for alleged infringement of Corteva's patented AAD-1 herbicide resistance technology used in Enlist® corn. The complaint for this lawsuit was amended to include additional patents that are closely related to this patented technology for soybeans. Corteva seeks to enjoin Bayer from continuing to infringe, as well as appropriate monetary damages. Bayer has filed an answer to the complaint and has asserted various affirmative defenses including invalidity. In August 2023, the court issued a decision adopting Corteva's claim construction for all five disputed patent terms subject to this litigation.

In December 2023, the Patent Trial and Appeal Board ("PTAB") authorized an Inter Partes Review ("IPR") proceeding initiated by Bayer to review the patentability of three patents subject to the AAD-1 litigation. Inari is seeking to join the IPR proceeding. An oral hearing will occur before the PTAB in September 2024 with decisions expected by December 2024. Corteva holds numerous additional patents covering its Enlist® traits or Enlist® weed control system. Therefore, the IPR process is not expected to impact our ability to license and protect Enlist E3® traits. Corteva's AAD-1 lawsuit is stayed during pendency of the IPR.

In October 2023, the U.S. Patent and Trademark Office granted an ex parte reexamination of the patent for AAD-1 herbicide resistance technology used in Enlist® corn based upon Inari's petition for review. Inari alleges the AAD-1 patent is not patentably distinct from another Corteva patent for maize technology, and therefore not valid unless Corteva files a terminal disclaimer giving up its patent term adjustment for the AAD-1 technology, which would result in the AAD-1 patent expiring in May 2025.

In August 2022, Bayer filed breach of contract/declaratory judgment lawsuit in Delaware state court against Corteva relating to an agrobacterium cross-license agreement and E3® soybeans. Bayer alleges that Corteva practiced two Bayer patents in developing E3® soybeans, and therefore, is entitled to royalties pursuant to the terms of the cross-license agreement. Further information with respect to these proceedings is set forth under "Bayer Dispute" in Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements.

In October 2022, Corteva filed a lawsuit against Bayer in Delaware state court seeking a declaration that, under the terms of Corteva's licensing agreement and the law, Bayer is not entitled to collect patent royalties on the Roundup Ready® Corn 2 trait after Bayer's U.S. patent protection expires. In March 2023, Bayer's motion to dismiss the complaint was denied. Discussions continue between Bayer and Corteva to seek a resolution to these disputes.

#### **Litigation related to legacy EIDP businesses unrelated to Corteva's current businesses**

As discussed below and in Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements, certain of the environmental proceedings and litigation allocated to Corteva as part of the Separation from DuPont relate to the legacy EIDP businesses, including their use of PFOA, which, for purposes of this report, means collectively perfluorooctanoic acid and its salts, including the ammonium salt and does not distinguish between the two forms, and PFAS, which means per- and polyfluoroalkyl substances, including PFOA, PFOS (perfluorooctanesulfonic acid), GenX and other perfluorinated chemicals and compounds ("PFCs"). This litigation includes multiple natural resource damage lawsuits across the United States filed by municipalities and alleging PFOA contamination, as well as, lawsuits by four municipalities in the Netherlands filed complaints alleging contamination of land and groundwater resulting from the emission of PFOA and GenX by Corteva, DuPont and Chemours.

In addition to the matters set forth in Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements, on March 25, 2019, the New Jersey Department of Environmental Protection ("NJDEP") issued a Statewide PFAS Directive to several companies, including Chemours, DuPont, and EIDP. The Directive seeks information relating to the use and environmental release of PFAS and PFAS-replacement chemicals at and from two former EIDP sites in New Jersey, Chambers Works and Parlin, and a funding source for costs related to the NJDEP's investigation of PFAS issues and PFAS testing and remediation.

On January 22, 2021, Chemours, DuPont, Corteva and EIDP entered into a binding memorandum of understanding containing a settlement to resolve legal disputes related to Chemours' responsibility for litigation and environmental liabilities allocated to it, and to establish a cost sharing arrangement and escrow account to be used to support and manage potential future legacy PFAS liabilities arising out of pre-July 1, 2015 conduct (the "MOU"). See Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements, for further discussion.

#### **Other Environmental Proceedings**

The company believes it is remote that the following matters will have a material impact on its financial position, liquidity or results of operations. The matters below involve the potential for \$1 million or more in monetary fines and are included per Item 103(3)(c)(iii) of Regulation S-K of the Securities Exchange Act of 1934, as amended.

##### *Related to Corteva's current businesses*

##### *Nebraska Department of Environment and Energy, AltEn Facility*

The EPA and the Nebraska Department of Environment and Energy ("NDEE") are pursuing investigations, response and removal actions, litigation and enforcement action related to an ethanol plant located near Mead, Nebraska and owned and operated by AltEn LLC ("AltEn"). Corteva is one of six seed companies, who were customers of AltEn (collectively, the "Facility Response Group"), participating in the NDEE's Voluntary Cleanup Program to address certain interim remediation needs at the site. Further information with respect to these proceedings is set forth under "Nebraska Department of Environment and Energy, AltEn Facility" in Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements.



*California Department of Toxic Substances Control, Pittsburg Plant*

The California Department of Toxic Substances Control (“DTSC”) has filed a state court lawsuit over challenging whether the Pittsburg plant’s high purity water system (“HPWS”), as operated by Dow and now Corteva, required a permit pursuant to the Federal Resource Conservation and Recovery Act (“RCRA”). Further information with respect to these proceedings is set forth under “California Department of Toxic Substances Control, Pittsburg Plant” in Note 13 - Commitments and Contingent Liabilities, to the interim Consolidated Financial Statements.

*Related to legacy EIDP businesses unrelated to Corteva’s current businesses*

*Divested Neoprene Facility, La Place, Louisiana - EPA Compliance Inspection*

In 2016, the EPA conducted a focused compliance investigation at the Denka Performance Elastomer LLC (“Denka”) neoprene manufacturing facility in La Place, Louisiana. EIDP sold the neoprene business, including this manufacturing facility, to Denka in the fourth quarter of 2015. In the spring of 2017, the EPA, the DOJ, the Louisiana Department of Environmental Quality, EIDP and Denka began discussions relating to the inspection conclusions and allegations of noncompliance arising under the Clean Air Act, including leak detection and repair. These discussions, which include potential settlement options, continue. Under the Separation Agreement, DuPont is defending and indemnifying the company in this matter.

*New Jersey Directive Pompton Lakes*

On March 27, 2019, the NJDEP issued to Chemours and EIDP a Natural Resource Damages Directive relating to chemical contamination (non-PFAS) at and around EIDP’s former Pompton Lakes facility in New Jersey. The Directive alleges that this contamination has harmed the natural resources of New Jersey. It seeks \$125,000 as reimbursement for the cost of preparing a natural resource damages assessment, which the State will use to determine the extent of such damage and the amount it expects to seek to restore the affected natural resources to their pre-damage state.

**Item 1A. RISK FACTORS**

There have been no material changes in the company's risk factors discussed in Part I, Item 1A, Risk Factors, in the company's most recently filed annual report on Form 10-K.

**Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

**Issuer Purchases of Equity Securities**

The following table summarizes information with respect to the company's purchase of its common stock during the three months ended March 31, 2024:

Month	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of the Company's Publicly Announced Share Buyback Program <sup>1</sup>	Approximate Value of Shares that May Yet Be Purchased Under the Program <sup>(1)</sup> (Dollars in millions)
January 2024	—	\$ —	—	\$ 1,500
February 2024	3,301,843	53.98	3,301,843	1,322
March 2024	1,327,779	54.06	1,327,779	1,250
Total	4,629,622	\$ 54.00	4,629,622	\$ 1,250

<sup>1</sup>. On September 13, 2022, Corteva, Inc. announced that its Board of Directors authorized a \$2 billion share repurchase program to purchase Corteva, Inc.'s common stock, par value \$0.01 per share, without an expiration date. The timing, price and volume of purchases will be based on market conditions, relevant securities laws and other factors.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 5. OTHER INFORMATION**

None.

**Item 6. EXHIBITS**

<b>Exhibit Number</b>	<b>Description</b>
2.1	Separation and Distribution Agreement by and among DowDuPont Inc., Dow Inc. and Corteva, Inc. (incorporated by reference to Exhibit No. 2.1 to Amendment 3 to Corteva's Registration Statement on Form 10 (Commission file number 001-38710), filed on April 16, 2019).
3.1	Amended and Restated Certificate of Incorporation of Corteva, Inc. (incorporated by reference to Exhibit No. 3.1 to Corteva's Current Report on Form 8-K (Commission file number 001-38710), filed on May 2, 2024).
3.2	Amended and Restated Bylaws of Corteva, Inc. (incorporated by reference to Exhibit No. 3.1 to Corteva's Current Report on Form 8-K (Commission file number 001-38710), filed on October 10, 2019).
3.3	Amended and Restated Certificate of Incorporation of EIDP, Inc. (incorporated by reference to Exhibit No. 3.3 to Corteva's and EIDP's Quarterly Report on Form 10-Q (Commission file numbers 001-38710 and 001-00815), filed on May 4, 2023).
3.4	Amended and Restated Bylaws of EIDP, Inc. (incorporated by reference to Exhibit 3.2 to EIDP's Current Report on Form 8-K (Commission file number 001-00815) dated September 1, 2017).
4	Corteva agrees to provide the Commission, on request, copies of instruments defining the rights of holders of long-term debt of Corteva and its subsidiaries.
10.1	Form of Time-Vested Restricted Stock Unit Award Terms under 2019 Corteva, Inc. Omnibus Incentive Plan.
10.2	Form of Option Award Terms under 2019 Corteva, Inc. Omnibus Incentive Plan.
10.3	Form of Performance Stock Unit Award Terms under 2019 Corteva, Inc. Omnibus Incentive Plan.
31.1	Rule 13a-14(a)/15d-14(a) Certification of the company's and EIDP's Principal Executive Officer.
31.2	Rule 13a-14(a)/15d-14(a) Certification of the company's and EIDP's Principal Financial Officer.
32.1	Section 1350 Certification of the company's and EIDP's Principal Executive Officer. The information contained in this Exhibit shall not be deemed filed with the Securities and Exchange Commission nor incorporated by reference in any registration statement filed by the registrant under the Securities Act of 1933, as amended.
32.2	Section 1350 Certification of the company's and EIDP's Principal Financial Officer. The information contained in this Exhibit shall not be deemed filed with the Securities and Exchange Commission nor incorporated by reference in any registration statement filed by the registrant under the Securities Act of 1933, as amended.
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File – The Cover Page XBRL tags are embedded within the Inline XBRL document (included in Exhibit 101.INS)

**SIGNATURE**

**Corteva, Inc.**

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

Corteva, Inc.  
(Registrant)

Date: May 2, 2024

By: /s/ Brian Titus

Brian Titus  
Vice President, Controller  
(Principal Accounting Officer)

**EIDP, Inc.**

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

EIDP, Inc.  
(Registrant)

Date: May 2, 2024

By: /s/ Brian Titus

Brian Titus  
Vice President, Controller  
(Principal Accounting Officer)

**EIDP, Inc.**

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**CONSOLIDATED FINANCIAL STATEMENTS OF EIDP, Inc.****EIDP, Inc.****Consolidated Statements of Operations (Unaudited)**

(In millions, except per share amounts)	Three Months Ended March 31,	
	2024	2023
Net sales	\$ 4,492	\$ 4,884
Cost of goods sold	2,550	2,771
Research and development expense	332	316
Selling, general and administrative expenses	736	726
Amortization of intangibles	177	160
Restructuring and asset related charges - net	75	33
Other income (expense) - net	(92)	(71)
Interest expense	41	44
Income (loss) from continuing operations before income taxes	489	763
Provision for (benefit from) income taxes on continuing operations	108	166
Income (loss) from continuing operations after income taxes	381	597
Income (loss) from discontinued operations after income taxes	47	(8)
Net income (loss)	428	589
Net income (loss) attributable to noncontrolling interests	2	1
Net income (loss) attributable to EIDP, Inc.	\$ 426	\$ 588

See Notes to the Interim Consolidated Financial Statements beginning on page 64.

**EIDP, Inc.****Consolidated Statements of Comprehensive Income (Loss) (Unaudited)**

(In millions)	Three Months Ended March 31,	
	2024	2023
Net income (loss)	\$ 428	\$ 589
Other comprehensive income (loss) - net of tax:		
Cumulative translation adjustments	(304)	134
Adjustments to pension benefit plans	1	2
Adjustments to other benefit plans	(2)	(2)
Unrealized gain (loss) on investments	(22)	—
Derivative instruments	(6)	(67)
Total other comprehensive income (loss)	(333)	67
Comprehensive income (loss)	95	656
Comprehensive income (loss) attributable to noncontrolling interests - net of tax	2	1
Comprehensive income (loss) attributable to EIDP, Inc.	\$ 93	\$ 655

See Notes to the Interim Consolidated Financial Statements beginning on page 64.

**EIDP, Inc.**
**Consolidated Balance Sheets (Unaudited)**

(In millions, except share amounts)	March 31, 2024	December 31, 2023	March 31, 2023
<b>Assets</b>			
Current assets			
Cash and cash equivalents	\$ 1,505	\$ 2,644	\$ 1,646
Marketable securities	153	98	85
Accounts and notes receivable - net	7,906	5,488	8,678
Inventories	6,183	6,899	6,585
Other current assets	1,416	1,131	1,335
Total current assets	17,163	16,260	18,329
Investment in nonconsolidated affiliates	123	115	87
Property, plant and equipment	9,013	8,956	8,633
Less: Accumulated depreciation	4,807	4,669	4,362
Net property, plant and equipment	4,206	4,287	4,271
Goodwill	10,553	10,605	10,508
Other intangible assets	9,446	9,626	10,137
Deferred income taxes	551	584	508
Other assets	2,329	1,896	1,660
Total Assets	\$ 44,371	\$ 43,373	\$ 45,500
<b>Liabilities and Equity</b>			
Current liabilities			
Short-term borrowings and finance lease obligations	\$ 2,148	\$ 198	\$ 3,787
Accounts payable	3,606	4,280	3,957
Income taxes payable	311	174	298
Deferred revenue	2,694	3,406	2,712
Accrued and other current liabilities	2,566	2,347	2,496
Total current liabilities	11,325	10,405	13,250
Long-term debt	2,492	2,291	1,241
Long-term debt - related party	—	—	429
Other noncurrent liabilities			
Deferred income tax liabilities	753	899	1,255
Pension and other post employment benefits - noncurrent	2,453	2,467	2,242
Other noncurrent obligations	1,587	1,651	1,692
Total noncurrent liabilities	7,285	7,308	6,859
Commitments and contingent liabilities			
Stockholders' equity			
Preferred stock, without par value – cumulative; 23,000,000 shares authorized; issued at March 31, 2024, December 31, 2023, and March 31, 2023:			
\$4.50 Series – 1,673,000 shares (callable at \$120)	169	169	169
\$3.50 Series – 700,000 shares (callable at \$102)	70	70	70
Common stock, \$0.30 par value; 1,800,000,000 shares authorized; 200 issued at March 31, 2024, December 31, 2023, and March 31, 2023	—	—	—
Additional paid-in capital	24,360	24,349	24,275
Retained earnings (accumulated deficit)	4,169	3,747	3,614
Accumulated other comprehensive income (loss)	(3,010)	(2,677)	(2,739)
Total EIDP, Inc. stockholders' equity	25,758	25,658	25,389
Noncontrolling interests	3	2	2
Total equity	25,761	25,660	25,391
Total Liabilities and Equity	\$ 44,371	\$ 43,373	\$ 45,500

See Notes to the Interim Consolidated Financial Statements beginning on page 64.

**EIDP, Inc.**  
**Consolidated Statements of Cash Flows (Unaudited)**

(In millions)	Three Months Ended March 31,	
	2024	2023
<b>Operating activities</b>		
Net income (loss)	\$ 428	\$ 589
(Income) loss from discontinued operations after income taxes	(47)	8
Adjustments to reconcile net income (loss) to cash provided by (used for) operating activities:		
Depreciation and amortization	307	287
Provision for (benefit from) deferred income tax	(152)	(85)
Net periodic pension and OPEB (credits) costs	41	36
Pension and OPEB contributions	(53)	(50)
Net (gain) loss on sales of property, businesses, consolidated companies, and investments	(5)	1
Restructuring and asset related charges - net	75	33
Other net loss	141	48
Changes in assets and liabilities, net		
Accounts and notes receivable	(2,546)	(2,705)
Inventories	618	324
Accounts payable	(615)	(907)
Deferred revenue	(700)	(685)
Other assets and liabilities	(464)	(191)
Cash provided by (used for) operating activities - continuing operations	(2,972)	(3,297)
Cash provided by (used for) operating activities - discontinuing operations	(3)	(9)
Cash provided by (used for) operating activities	(2,975)	(3,306)
<b>Investing activities</b>		
Capital expenditures	(148)	(151)
Proceeds from sales of property, businesses, and consolidated companies - net of cash divested	5	21
Acquisitions of businesses - net of cash acquired	—	(1,463)
Purchases of investments	(132)	—
Proceeds from sales and maturities of investments	7	40
Proceeds from settlement of net investment hedge	—	42
Other investing activities, net	(2)	—
Cash provided by (used for) investing activities	(270)	(1,511)
<b>Financing activities</b>		
Net change in borrowings (less than 90 days)	656	3,084
Payments on related party debt	—	(361)
Proceeds from debt	1,675	626
Payments on debt	(190)	(56)
Proceeds from exercise of stock options	8	7
Other financing activities, net	(17)	(31)
Cash provided by (used for) financing activities	2,132	3,269
Effect of exchange rate changes on cash, cash equivalents and restricted cash equivalents	(31)	(2)
Increase (decrease) in cash, cash equivalents and restricted cash equivalents	(1,144)	(1,550)
Cash, cash equivalents and restricted cash equivalents at beginning of period	3,158	3,618
<b>Cash, cash equivalents and restricted cash equivalents at end of period</b>	<b>\$ 2,014</b>	<b>\$ 2,068</b>

See Notes to the Interim Consolidated Financial Statements beginning on page 64.



**EIDP, Inc.**  
**Consolidated Statements of Equity (Unaudited)**

(In millions)	<i>Preferred Stock</i>	<i>Common Stock</i>	<i>Additional Paid-in Capital "APIC"</i>	<i>Retained Earnings (Accum Deficit)</i>	<i>Accum. Other Comp Income (Loss)</i>	<i>Non-controlling Interests</i>	<i>Total Equity</i>
<b>2023</b>							
Balance at January 1, 2023	\$ 239	\$ —	\$ 24,284	\$ 3,031	\$ (2,806)	\$ 1	\$ 24,749
Net income (loss)				588		1	589
Other comprehensive income (loss)					67		67
Preferred dividends (\$4.50 Series - \$1.125 per share, \$3.50 Series - \$0.875 per share)				(3)			(3)
Issuance of Corteva stock			7				7
Share-based compensation			(14)				(14)
Other - net			(2)	(2)			(4)
Balance at March 31, 2023	\$ 239	\$ —	\$ 24,275	\$ 3,614	\$ (2,739)	\$ 2	\$ 25,391

(In millions)	<i>Preferred Stock</i>	<i>Common Stock</i>	<i>Additional Paid-in Capital "APIC"</i>	<i>Retained Earnings (Accum Deficit)</i>	<i>Accum. Other Comp Income (Loss)</i>	<i>Non-controlling Interests</i>	<i>Total Equity</i>
<b>2024</b>							
Balance at January 1, 2024	\$ 239	\$ —	\$ 24,349	\$ 3,747	\$ (2,677)	\$ 2	\$ 25,660
Net income (loss)				426		2	428
Other comprehensive Income (loss)					(333)		(333)
Preferred dividends (\$4.50 Series - \$1.125 per share, \$3.50 Series - \$0.875 per share)				(3)			(3)
Issuance of Corteva stock			8				8
Share-based compensation			3	(1)			2
Other - net				—		(1)	(1)
Balance at March 31, 2024	\$ 239	\$ —	\$ 24,360	\$ 4,169	\$ (3,010)	\$ 3	\$ 25,761

See Notes to the Interim Consolidated Financial Statements beginning on page 64.

## EIDP, Inc.

Notes to the Interim Consolidated Financial Statements (Unaudited)

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**NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)****NOTE 1 - BASIS OF PRESENTATION**

Corteva, Inc. owns 100% of the outstanding common stock of EIDP. EIDP is a subsidiary of Corteva, Inc. and continues to be a reporting company, subject to the requirements of the Exchange Act. The primary differences between Corteva, Inc. and EIDP are outlined below:

- **Preferred Stock** - EIDP has preferred stock outstanding to third parties which is accounted for as a non-controlling interest at the Corteva, Inc. level. Each share of EIDP Preferred Stock - \$4.50 Series and EIDP Preferred Stock - \$3.50 Series issued and outstanding at the effective date of the Corteva Distribution remains issued and outstanding as to EIDP and was unaffected by the Corteva Distribution.
- **Related Party Loan** - EIDP engaged in a series of debt redemptions during the second quarter of 2019 that were partially funded through an intercompany loan from Corteva, Inc. This was eliminated in consolidation at the Corteva, Inc. level but remains on EIDP's consolidated financial statements at the standalone level (including the associated interest).
- **Capital Structure** - At March 31, 2024, Corteva, Inc.'s capital structure consists of 697,800,000 issued shares of common stock, par value \$0.01 per share.

The accompanying footnotes relate to EIDP only, and not to Corteva, Inc., and are presented to show differences between EIDP and Corteva, Inc.

For the footnotes listed below, refer to the following Corteva, Inc. footnotes:

- Note 1 - Summary of Significant Accounting Policies - refer to page 9 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 2 - Recent Accounting Guidance - refer to page 9 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 3 - Business Combinations - refer to page 10 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 4 - Revenue - refer to page 10 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 5 - Restructuring and Asset Related Charges - Net - refer to page 11 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 6 - Supplementary Information - refer to page 13 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 7 - Income Taxes - Differences exist between Corteva, Inc. and EIDP; refer to EIDP Note 3 - Income Taxes, of the EIDP interim Consolidated Financial Statements, below
- Note 8 - Earnings Per Share of Common Stock - Not applicable for EIDP
- Note 9 - Accounts and Notes Receivable - Net - refer to page 17 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 10 - Inventories - refer to page 18 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 11 - Other Intangible Assets - refer to page 18 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 12 - Short-Term Borrowings, Long-Term Debt and Available Credit Facilities - refer to page 18 of the Corteva, Inc. interim Consolidated Financial Statements. In addition, EIDP has a related party loan payable to Corteva, Inc.; refer to EIDP Note 2 - Related Party Transactions, below
- Note 13 - Commitments and Contingent Liabilities - refer to page 20 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 14 - Stockholders' Equity - refer to page 29 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 15 - Pension Plans and Other Post Employment Benefits - refer to page 31 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 16 - Financial Instruments - refer to page 32 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 17 - Fair Value Measurements - refer to page 37 of the Corteva, Inc. interim Consolidated Financial Statements
- Note 18 - Segment Information - Differences exist between Corteva, Inc. and EIDP; refer to EIDP Note 4 - Segment Information, below

**NOTE 2 - RELATED PARTY TRANSACTIONS****Transactions with Corteva**

In the second quarter of 2019, EIDP entered into a related party revolving loan from Corteva, Inc., with a maturity date in 2024. The company repaid the outstanding related party revolving loan balance during the fourth quarter of 2023. As of March 31, 2023, the outstanding related party loan balance was \$429 million (which approximates fair value), with an interest rate of 6.52%. The balance at March 31, 2023 was reflected as long-term debt - related party in EIDP's interim Consolidated Balance Sheets. Additionally, EIDP incurred tax deductible interest expense of \$13 million for the three months ended March 31, 2023, associated with the related party loan from Corteva, Inc.

EIDP and Corteva, including certain consolidated subsidiaries (collectively the "Participating Companies"), are party to a Master In-House Banking Agreement, which established banking arrangements to facilitate the management of the cash and liquidity needs of the Participating Companies. As of March 31, 2024, EIDP had receivables from Corteva, Inc. of \$746 million included in other assets in the interim Consolidated Balance Sheets related to this agreement.

As of March 31, 2024, December 31, 2023 and March 31, 2023, EIDP had payables to Corteva, Inc., of \$24 million, \$30 million and \$32 million included in accrued and other current liabilities, respectively, and \$148 million, \$106 million and \$115 million, included in other noncurrent obligations, respectively, in the interim Consolidated Balance Sheets related to Corteva's indemnification liabilities to Dow and DuPont per the Separation Agreements (refer to page 21 of the Corteva, Inc. interim Consolidated Financial Statements for further details of the Separation Agreements).

**NOTE 3 - INCOME TAXES**

Refer to page 15 of the Corteva, Inc. Interim Consolidated Financial Statements for discussion of tax items that do not differ between Corteva, Inc. and EIDP.

The effective tax rate was 22.1 percent and 21.8 percent for the three months ended March 31, 2024 and 2023, respectively.

EIDP's effective tax rates for the three months ended March 31, 2024 and 2023 were driven by the net tax benefits discussed on page 15 of the Corteva, Inc. Interim Consolidated Financial Statements.

## NOTES TO THE INTERIM CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

## NOTE 4 - SEGMENT INFORMATION

There are no differences in reporting structure or segments between Corteva, Inc. and EIDP. In addition, there are no differences between Corteva, Inc. and EIDP segment net sales, segment operating EBITDA, segment assets, or significant items by segment; refer to page 37 of the Corteva, Inc. interim Consolidated Financial Statements for background information on the segments as well as further details regarding segment metrics. The tables below reconcile income (loss) from continuing operations after income taxes to segment operating EBITDA, as differences exist between Corteva, Inc. and EIDP.

## Reconciliation to interim Consolidated Financial Statements

Income (loss) from continuing operations after income taxes to segment operating EBITDA (In millions)	Three Months Ended March 31,	
	2024	2023
Income (loss) from continuing operations after income taxes	\$ 381	\$ 597
Provision for (benefit from) income taxes on continuing operations	108	166
Income (loss) from continuing operations before income taxes	489	763
Depreciation and amortization	307	287
Interest income	(35)	(40)
Interest expense	41	44
Exchange (gains) losses	59	36
Non-operating (benefits) costs	52	43
Mark-to-market (gains) losses on certain foreign currency contracts not designated as hedges	1	15
Significant items (benefit) charge	127	83
Corporate expenses	24	24
Segment operating EBITDA	\$ 1,065	\$ 1,255

**AWARD TERMS OF  
TIME-VESTED RESTRICTED STOCK UNITS GRANTED UNDER THE  
CORTEVA, INC. 2019 OMNIBUS INCENTIVE PLAN  
FOR GRANTEEES LOCATED IN THE U.S. (OUTSIDE OF CALIFORNIA)**

---

**Introduction/ Grant of Award** You have been granted time-vested Restricted Stock Units under the Corteva, Inc. 2019 Omnibus Incentive Plan (“Plan”), subject to the following Award Terms. This grant is also subject to the terms of the Plan, which is hereby incorporated by reference. However, to the extent that an Award Term conflicts with the Plan, the Plan shall govern. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in these Award Terms, including any appendices to these Award Terms (hereinafter, collectively referred to as the “Agreement”). A copy of the Plan, and other Plan-related materials, such as the Plan prospectus, are available at: [www.benefits.ml.com](http://www.benefits.ml.com)

**Grant Award Acceptance** You must expressly accept the terms and conditions of your Award as set forth in this Agreement. To accept, log on to Merrill Lynch Benefits OnLine at [www.benefits.ml.com](http://www.benefits.ml.com), select **Equity Plan > Grant Information > Pending Acceptance**.

**IF YOU DO NOT ACCEPT YOUR RESTRICTED STOCK UNITS IN THE MANNER  
INSTRUCTED BY THE COMPANY, YOUR RESTRICTED STOCK UNITS WILL BE SUBJECT  
TO CANCELLATION.**

**Date of Grant** [Month][Date], [Year] (“Date of Grant”)

**Type of Award** Time-vested Restricted Stock Units

**Dividend Equivalents** Dividends payable on the Shares represented by your Restricted Stock Units (including whole and fractional Restricted Stock Units) will be allocated to your account in the form of additional Restricted Stock Units based upon the closing Share price on the date of the dividend payment. Dividend Equivalents will not vest until such time as the underlying Award vests.

**Restricted Period** You may not sell, gift, or otherwise transfer or dispose of any of the Restricted Stock Units during the “Restricted Period.” The Restricted Period commences on the Date of Grant and lapses as set forth herein.

On **[First Anniversary of Date of Grant]**, the Restricted Period will lapse with respect to one-third (1/3) of the Restricted Stock Units, including dividend equivalents.

On **[Second Anniversary of Date of Grant]**, the Restricted Period will lapse with respect to one-third (1/3) of the Restricted Stock Units, including dividend equivalents.

On **[Third Anniversary of Date of Grant]**, the Restricted Period will lapse with respect to the remaining Restricted Stock Units, including dividend equivalents.

**Termination  
of Employment**

<b>Under Sum of 65 Rule</b>	If you terminate employment after attainment of age 55 and reach a minimum of 65 combined years of age and service and you are an active employee for six months following the Date of Grant, the Restricted Stock Units will remain subject to the Restricted Period set forth above for one year from the termination date of employment. When one year from the termination date of employment is reached, all other remaining unvested units will be forfeited.
<b>Due to Disability, or Death</b>	The Restricted Period on all units will lapse.
<b>Due to Involuntary Termination Giving Rise to Severance Benefits or Divestiture to Entity Less Than 50% Owned by Corteva, Inc.</b>	The Restricted Stock Units will remain subject to the Restricted Period set forth above for one year from the termination date of employment. When one year from the termination date of employment is reached, all other remaining unvested units will be forfeited.
<b>Due to Any Other Reason (such as voluntary termination, involuntary termination without severance benefits, or for Cause)</b>	Restricted Stock Units that are subject to a Restricted Period will be forfeited.

For purposes of this Agreement, transfer of employment among Corteva, Inc. and any of its Affiliates is not a termination of employment.

**Payment** In the case of termination due to Disability or death, Restricted Stock Units shall be paid to you or your estate, as applicable, within seventy days of the date on which the Restricted Period lapses as a result of the termination. Restricted Stock Units are payable in one Share for each whole Restricted Stock Unit and a cash payment for any fraction of a Restricted Stock Unit. The value of each fractional Restricted Stock Unit will be based on the closing price of Shares as reported on the effective date of payment.

**Section 409A of the Code** To the extent that an amount that is considered “nonqualified deferred compensation” subject to Section 409A of the Code (“deferred compensation”) is payable on, or by reference to, the date of your termination of employment, no amounts shall be paid hereunder on account thereof unless such termination of employment constitutes a “separation from service,” within the meaning of Section 409A of the Code. If you are a “specified employee,” within the meaning of Section 409A of the Code, no amount that is deferred compensation shall be paid or delivered, on, or by reference to, the date of your separation from service, earlier than the date that is six months after such separation from service. Amounts otherwise payable during that six-month period shall be paid on the date that is six months and one day after your separation from service. If an amount that constitutes deferred compensation is payable upon a Disability that does not constitute a "disability" within the meaning of Section 409A of the

Code, it shall be paid to you when the Restricted Period lapses in accordance with the schedule set forth under “Restricted Period.”

The Restricted Stock Units are intended to be exempt from or compliant with Section 409A of the Code and the U.S. Treasury Regulations relating thereto so as not to subject you to the payment of additional taxes and interest under Section 409A of the Code or other adverse tax consequences. In furtherance of this intent, the provisions of this Agreement will be interpreted, operated, and administered in a manner consistent with these intentions. The Committee may modify the terms of this Agreement, the Plan or both, without your consent, in the manner that the Committee may determine to be necessary or advisable in order to comply with Section 409A of the Code or to mitigate any additional tax, interest and/or penalties or other adverse tax consequences that may apply under Section 409A of the Code if compliance is not practical. This section does not create an obligation on the part of the Company to modify the terms of this Agreement or the Plan and does not guarantee that the Restricted Stock Units or the delivery of Shares upon vesting/settlement of the Restricted Stock Units will not be subject to taxes, interest and penalties or any other adverse tax consequences under Section 409A of the Code. In no event whatsoever shall the Company be liable to any party for any additional tax, interest or penalties that may be imposed on you by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

**Restricted Conduct** If you engage in any of the conduct described in subparagraphs (i) through (v) below for any reason, in addition to all remedies in law and/or equity available to the Company: (1) you shall forfeit all Restricted Stock Units (whether or not vested) and shall immediately pay to the Company, with respect to previously vested Restricted Stock Units, a cash amount equal to the Fair Market Value of the Shares plus the cash payment for any fraction of a Restricted Stock Unit received, without regard to any Tax-Related Items (as defined below) that may have been deducted from such amount; (2) the Company shall be entitled to monetary damages incurred as a result of such conduct; (3) the Company shall be entitled to injunctions, both preliminary and permanent, enjoining or restraining such conduct; and (4) the Company shall be entitled to all reasonable sums and costs, including attorneys’ fees, incurred to defend or enforce the provisions of this Agreement.

For purposes of subparagraphs (i) through (v) below, “Company” shall mean Corteva, Inc. and/or any of its Subsidiaries or Affiliates that have employed you or retained your services.

(i) **Non-Disclosure of Confidential Information & Trade Secrets.** During the course of your employment with the Company and thereafter, you shall not use or disclose, except on behalf of the Company and pursuant to the Company’s directions, any Company Confidential Information or Trade Secrets. Confidential Information and Trade Secrets are items of information relating to the Company, its products, services, customers, and employees that are of great competitive value to the Company, which have been or will be disclosed to you or of which you have or will become aware as a consequence of your relationship with the Company, which are not generally known or available to the general public or the Company’s competitors, and which have been developed, compiled,



or acquired by the Company at its great effort and expense. “Confidential Information” includes, but is not limited to: (a) financial and business information, such as information with respect to costs, commissions, fees, profits, sales, sales margins, capital structure, operating results, borrowing arrangements, strategies and plans for future business, pending projects and proposals, and potential acquisitions or divestitures; (b) product and technical information, such as new and innovative ideas, research and development projects, investigations, new business development, trademarks and brand names under development, sketches, plans, drawings, prototypes, methods, procedures, experimental and testing results, devices, machines, equipment, data processing programs, software, software codes, and computer models; (c) marketing information, such as new marketing ideas, strategies, initiatives, business plans, markets, and mailing lists; (d) customer and prospective customer information, such as the identity of the Company’s customers and prospective customers, their names, the names of representatives of the Company’s customers and prospective customers responsible for entering into contracts with the Company, the financial arrangements between the Company and its customers, the existence and terms of contracts with customers or any future contracts with customers or prospective customers, specific needs, requirements, and preferences of customers, and leads and referrals to certain prospective customers; and (e) personnel information, such as the identity and number of the Company’s other employees, consultants and contractors, their salaries, bonuses, benefits, skills, qualifications, and abilities (information in this item (e) is referred to as “Personnel Information”). In addition, Confidential Information shall include combinations, compilations, or aggregations of individual facts, components, or units of information that are in whole or in part publicly known, unless such combination, compilation, or aggregation of those facts is itself publicly known. “Trade Secrets” are items of Confidential Information that meet the requirements of applicable trade secret law. Confidential Information and Trade Secrets can be in any form, including, without limitation, oral, written, or machine readable, including electronic files.

(ii) **Limited Use of Confidential Information and Trade Secrets.** Notwithstanding any of the foregoing to the contrary, nothing in this Agreement prohibits Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblowing proceeding, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC, etc.). In addition, under the federal Defend Trade Secrets Act of 2016, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Employee’s attorney in relation to a lawsuit for retaliation against Employee for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(iii) **Non-Solicitation of and Non-Interference with Employees.** While you are employed by the Company and for a period of one (1) year after your employment ends, whether voluntarily or involuntarily, you shall not, either on your own account or on behalf of any other individual or entity, directly or indirectly solicit or induce any employee of the Company to work for any other

individual or entity, or otherwise cause any employee of the Company to leave employment with or service to the Company or diminish his or her services to the Company. This restriction shall apply only to current employees of the Company and any former employees of the Company with whom you came into contact during your employment with the Company. For purposes of this Section, the term “current” with respect to employees of the Company refers to those individuals who are employed or associated with the Company at the time of their solicitation, hiring, or inducement to leave the Company.

(iv) **Non-Solicitation and Non-Service of Customers.** During your employment and for a period of one (1) year after your employment with the Company ends, whether voluntarily or involuntarily, you will not directly or indirectly solicit customers of the Company for the purpose of selling or providing any competing product or service offered by the Company for which you had responsibility during the two (2) years preceding your termination of employment with the Company. This restriction shall apply only to those customers of the Company: (a) with whom you had personal contact within the last one (1) year of your employment, or (b) about whom you learned Confidential Information or Trade Secrets during the last one (1) year of your employment with the Company. For the purposes of this Section, the term “contact” means interaction between you and the customer or prospective customer that takes place to further the business relationship with, make sales to, or perform services for the customer on behalf of the Company.

(v) **Non-Competition.** During your employment and for a period of one (1) year after your employment with the Company ends, whether voluntarily or involuntarily, you will not, without the express written consent of the President of the Company or his or her designee, directly or indirectly perform the same or similar duties that you performed for the Company during the two (2) years preceding the termination of your employment, for any Competing Business. A “Competing Business,” as used in this Agreement, means any individual or entity that develops, manufactures, sells, and/or distributes a product or service that competes directly or indirectly with those products or services offered by the Company, and: (a) which Employee had responsibility for or worked with in the last two (2) years of Employee’s employment, or (b) about which Employee acquired knowledge of or access to Confidential Information and Trade Secrets in the last two (2) years of Employee’s employment. In recognition of the international nature of the Company’s business, which includes the sale of its products and services globally, this restriction shall apply to each state or territory of the United States of America, and each country of the world outside of the United States of America, in which the Employee was employed or had responsibility within the last two (2) years of Employee’s employment. Notwithstanding any of the foregoing to the contrary, if Employee is employed by the Company in Georgia, Louisiana, or South Dakota, then the geographic scope of this restriction is limited to the counties, municipalities, and/or parishes in which Employee worked for the Company, and all directly adjacent counties, municipalities, and/or parishes within the same state.

The restrictive periods set forth in this Restricted Conduct section shall not expire and shall be tolled during any period in which you are in violation of such

restrictive periods; and therefore, such restrictive periods shall be extended for a period equal to the duration of your violations thereof.

You further acknowledge and agree that any breach, material or otherwise, of this Agreement or any other agreement between Company and you shall not excuse your performance under this Agreement, including your obligation to honor the restrictions set forth in this section.

You further agree that you will promptly disclose the existence of the post-employment restrictions contained herein to all subsequent employers and/or prospective employers until all such covenants have expired.

The Restricted Conduct set forth herein is in addition to, and not in place of, any contractual requirements that may govern your obligations to the Company during and after your employment.

**Applicable Policies** This Award shall be subject to the Company's clawback policy; Corteva, Inc. Insider Trading Policy, including the anti-hedging and anti-pledging provisions thereunder; and/or share ownership guidelines (in each case as they may be amended from time to time), the terms of which are incorporated herein by reference. For purposes of the foregoing, you expressly and explicitly authorize the Company to issue instructions, on your behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold your Shares and other amounts acquired pursuant to your Restricted Stock Units to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of the clawback policy and/or for purposes of complying with any applicable law. To the extent that this Agreement and the clawback policy conflict, the terms of the clawback policy shall prevail.

**Repayment/** Any benefits you may receive hereunder shall be subject to repayment or  
**Forfeiture** forfeiture as required to comply with the requirements of the U.S. Securities and Exchange Commission or any applicable law, including the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any securities exchange on which the Shares are traded, as may be in effect from time to time.

**Withholding** You acknowledge that the Company or, if different, the Subsidiary or Affiliate that employs you (the "Employer") (1) make no representations or undertakings regarding the treatment of any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Plan and legally applicable to you ("Tax-Related Items") in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be

required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (i) requiring you to make a payment in a form acceptable to the Company; or (ii) withholding from your wages or other cash compensation payable to you by the Company and/or the Employer; or (iii) withholding from proceeds of the sale of Shares acquired upon settlement of the Restricted Stock Units either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent); or (iv) withholding in Shares to be issued upon settlement of the Restricted Stock Units; or (v) any other method of withholding determined by the Company and to the extent required by Applicable Law or the Plan, approved by the Committee; provided, however, that if you are subject to the short-swing profit rules of Section 16(b) of the Exchange Act, then the Company will withhold in Shares upon the relevant taxable or tax withholding event unless otherwise determined by the Committee.

The Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates, up to and including maximum applicable rates, in the jurisdictions applicable to you, in which case, you may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

Finally, you agree to pay to the Company or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if you fail to comply with your obligations in connection with the Tax-Related Items.

Notwithstanding anything in this section to the contrary, to avoid a prohibited acceleration under Section 409A of the Code, if Shares subject to the Restricted Stock Units will be withheld (or sold on your behalf) to satisfy any Tax Related Items arising prior to the date of settlement of the Restricted Stock Units for any portion of the Restricted Stock Units that is considered nonqualified deferred compensation subject to Section 409A of the Code, then the number of Shares withheld (or sold on your behalf) shall not exceed the number of Shares that equals the liability for Tax-Related Items.

**Severability** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**Waiver** You acknowledge that a waiver by the Company or breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other participant.

**Privacy** In relation to this Agreement, the Company may collect, use, transfer and share your personal information, such as your name, contact information and banking information. The Company may share personal information with its Affiliates and selected third parties outside of your country of residence, including the United States, which may have data protection rules that are different from those of your country, to perform this Agreement and for purposes consistent with our privacy statement: <https://www.corteva.com/privacy.html>.

**Insider Trading/** You may be subject to insider trading restrictions and/or market

**Market Abuse Laws** abuse laws based on the exchange on which the Shares are listed and in applicable jurisdictions including the United States and your country or your broker's country, if different, which may affect your ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Restricted Stock Units) or rights linked to the value of Shares under the Plan during such times as you are considered to have "inside information" regarding the Company (as defined by Applicable Laws). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Corteva, Inc. Insider Trading Policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

**Imposition of Other** The Company reserves the right to impose other requirements on  
**Requirements** your participation in this Agreement, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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**AWARD TERMS OF  
OPTIONS GRANTED UNDER THE  
CORTEVA, INC. 2019 OMNIBUS INCENTIVE PLAN  
FOR GRANTEES LOCATED IN THE U.S. (OUTSIDE OF CALIFORNIA)**

---

<b>Introduction / Grant of Award</b>	You have been granted stock options under the Corteva, Inc. 2019 Omnibus Incentive Plan (“Plan”), subject to the following Award Terms. This grant is also subject to the terms of the Plan, which is hereby incorporated by reference. However, to the extent that an Award Term conflicts with the Plan, the Plan shall govern. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in these Award Terms, including any appendices to these Award Terms (hereinafter, collectively referred to as the “Agreement”). A copy of the Plan, and other Plan-related materials, such as the Plan prospectus, are available at: <a href="http://www.benefits.ml.com">www.benefits.ml.com</a>
<b>Grant Award Acceptance</b>	You must expressly accept the terms and conditions of your Award as set forth in this Agreement. To accept, log on to Merrill Lynch Benefits OnLine at <a href="http://www.benefits.ml.com">www.benefits.ml.com</a> , select <b>Equity Plan &gt; Grant Information &gt; Pending Acceptance</b> .  <b>IF YOU DO NOT ACCEPT YOUR AWARD IN THE MANNER INSTRUCTED BY THE COMPANY, YOUR AWARD WILL BE SUBJECT TO CANCELLATION.</b>
<b>Date of Grant</b>	[Month][Day][Year] (“Date of Grant”)
<b>Type of Options</b>	Non-qualified stock options (“Options”)
<b>Exercise Price</b>	\$xx.xx
<b>Expiration Date</b>	The Options will expire on [10 <sup>th</sup> Anniversary of Date of Grant] (“Expiration Date”), unless the Options expire or otherwise terminate at an earlier date pursuant to this Agreement.

**Vesting Schedule**

Except as otherwise provided in this Agreement, the Options will vest and become exercisable as follows:

One-third (1/3) of the Options (rounded to a whole number of shares) will vest and become exercisable on **[First Anniversary of Date of Grant]**.

One-third (1/3) of the Options (rounded to a whole number of shares) will vest and become exercisable on **[Second Anniversary of Date of Grant]**.

The remaining Options will vest and become exercisable on **[Third Anniversary of Date of Grant]**.

## Termination of Employment

If you terminate employment after attainment of age 55 and a minimum of 65 combined years of age and service and you are an active employee for six months following the Date of Grant, any unvested Options as of the date of termination will continue to vest in accordance with the Vesting Schedule set forth above for one year after the date of your termination of employment and all other remaining unvested Options will be forfeited. Vested Options will be exercisable through the date that is five years after the date of your termination of employment, or, if earlier, the Expiration Date. After that date, all unexercised Options, whether or not vested, will expire.

### **Under Sum of 65 Rule**

#### **Due to Involuntary Termination Giving Rise to Severance Benefits, Divestiture to Entity Less Than 50% Owned by Corteva, Inc. or Voluntary Termination with Good Reason**

Any unvested Options as of the date of termination will continue to vest in accordance with the Vesting Schedule set forth above for one year after the date of your termination of employment. When one year from the termination date of employment is reached, all other remaining unvested Options will be forfeited. Vested Options will be exercisable through the date that is one year after the date of your termination of employment, or, if earlier, the Expiration Date. After that date, all unexercised Options, whether or not vested, will expire.

#### **Due to Death or Disability**

Any unvested Options as of the date of termination will be automatically vested. Vested Options will be exercisable through the date that is two years after the date of your termination of employment, or, if earlier, the Expiration Date. After that date, all unexercised Options will expire.

#### **Due to Any Other Reason (such as Cause; voluntary termination; involuntary termination without cause)**

Vested Options must be exercised by the date on which you terminate employment. After that date, all Options, whether or not vested, will expire.

For purposes of this Agreement, transfer of employment among the Company and any of its Affiliates is not a termination of employment.

**Restricted Conduct** If you engage in any of the conduct described in subparagraphs (i) through (iv) below for any reason, in addition to all other remedies in law and/or equity available to the Company: (1) you shall forfeit all Options (whether or not vested) and shall immediately pay to the Company, with respect to previously exercised Options, an amount equal to (x) the per share Fair Market Value of the Shares on the date on which the Shares was issued with respect to the applicable previously exercised Options times (y) the number of Shares underlying such previously exercised Options, without regard to any Tax-Related Items (as defined below) that may have been deducted from such amount; (2) the Company shall be



entitled to monetary damages incurred as a result of such conduct; (3) the Company shall be entitled to injunctions, both preliminary and permanent, enjoining or restraining such conduct; and (4) the Company shall be entitled to all reasonable sums and costs, including attorneys' fees, incurred to defend or enforce the provisions of this Agreement.

For purposes of subparagraphs (i) through (v) below, "Company" shall mean Corteva, Inc. and/or any of its Subsidiaries or Affiliates that have employed you or retained your services.

(i) **Non-Disclosure of Confidential Information & Trade Secrets.** During the course of your employment with the Company and thereafter, you shall not use or disclose, except on behalf of the Company and pursuant to the Company's directions, any Company Confidential Information or Trade Secrets. Confidential Information and Trade Secrets are items of information relating to the Company, its products, services, customers, and employees that are of great competitive value to the Company, which have been or will be disclosed to you or of which you have or will become aware as a consequence of your relationship with the Company, which are not generally known or available to the general public or the Company's competitors, and which have been developed, compiled, or acquired by the Company at its great effort and expense. "Confidential Information" includes, but is not limited to: (a) financial and business information, such as information with respect to costs, commissions, fees, profits, sales, sales margins, capital structure, operating results, borrowing arrangements, strategies and plans for future business, pending projects and proposals, and potential acquisitions or divestitures; (b) product and technical information, such as new and innovative ideas, research and development projects, investigations, new business development, trademarks and brand names under development, sketches, plans, drawings, prototypes, methods, procedures, experimental and testing results, devices, machines, equipment, data processing programs, software, software codes, and computer models; (c) marketing information, such as new marketing ideas, strategies, initiatives, business plans, markets, and mailing lists; (d) customer and prospective customer information, such as the identity of the Company's customers and prospective customers, their names, the names of representatives of the Company's customers and prospective customers responsible for entering into contracts with the Company, the financial arrangements between the Company and its customers, the existence and terms of contracts with customers or any future contracts with customers or prospective customers, specific needs, requirements, and preferences of customers, and leads and referrals to certain prospective customers; and (e) personnel information, such as the identity and number of the Company's other employees, consultants and contractors, their salaries, bonuses, benefits, skills, qualifications, and abilities (information in this item (e) is referred to as "Personnel Information"). In addition, Confidential Information shall include combinations, compilations, or aggregations of individual facts, components, or units of information that

are in whole or in part publicly known, unless such combination, compilation, or aggregation of those facts is itself publicly known. “Trade Secrets” are items of Confidential Information that meet the requirements of applicable trade secret law. Confidential Information and Trade Secrets can be in any form, including, without limitation, oral, written, or machine readable, including electronic files.

(ii) **Limited Use of Confidential Information and Trade Secrets.** Notwithstanding any of the foregoing to the contrary, nothing in this Agreement prohibits you from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblowing proceeding, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, NLRB, SEC, etc.). In addition, under the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to your attorney in relation to a lawsuit for retaliation against you for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(iii) **Non-Solicitation of and Non-Interference with Employees.** While you are employed by the Company and for a period of one (1) year after your employment ends, whether voluntarily or involuntarily, you shall not, either on your own account or on behalf of any other individual or entity, directly or indirectly solicit or induce any employee of the Company to work for any other individual or entity, or otherwise cause any employee of the Company to leave employment with or service to the Company or diminish his or her services to the Company. This restriction shall apply only to current employees of the Company and any former employees of the Company with whom you came into contact during your employment with the Company. For purposes of this Section, the term “current” with respect to employees of the Company refers to those individuals who are employed or associated with the Company at the time of their solicitation, hiring, or inducement to leave the Company.

(iv) **Non-Solicitation and Non-Service of Customers.** During your employment and for a period of one (1) year after your employment with the Company ends, whether voluntarily or involuntarily, you will not directly or indirectly solicit customers of the Company for the purpose of selling or providing any competing product or service offered by the Company for which you had responsibility during the two (2) years preceding your termination of employment with the Company. This restriction shall apply only to those customers of the Company: (a) with whom you had personal contact within the last one (1) year of your employment, or (b) about whom you learned Confidential Information or

Trade Secrets during the last one (1) year of your employment with the Company. For the purposes of this Section, the term “contact” means interaction between you and the customer or prospective customer that takes place to further the business relationship with, make sales to, or perform services for the customer on behalf of the Company.

(v) **Non-Competition.** During your employment and for a period of one (1) year after your employment with the Company ends, whether voluntarily or involuntarily, you will not, without the express written consent of the President of the Company or his or her designee, directly or indirectly perform the same or similar duties that you performed for the Company during the two (2) years preceding the termination of your employment, for any Competing Business. A “Competing Business,” as used in this Agreement, means any individual or entity that develops, manufactures, sells, and/or distributes a product or service that competes directly or indirectly with those products or services offered by the Company, and: (a) which you had responsibility for or worked with in the last two (2) years of your employment, or (b) about which you acquired knowledge of or access to Confidential Information and Trade Secrets in the last two (2) years of your employment. In recognition of the international nature of the Company’s business, which includes the sale of its products and services globally, this restriction shall apply to each state or territory of the United States of America, and each country of the world outside of the United States of America, in which you were employed or had responsibility within the last two (2) years of your employment. Notwithstanding any of the foregoing to the contrary, if you are employed by the Company in Georgia, Louisiana, or South Dakota, then the geographic scope of this restriction is limited to the counties, municipalities, and/or parishes in which you worked for the Company, and all directly adjacent counties, municipalities, and/or parishes within the same state.

The restrictive periods set forth in this Restricted Conduct section shall not expire and shall be tolled during any period in which you are in violation of such restrictive periods; and therefore, such restrictive periods shall be extended for a period equal to the duration of your violations thereof.

You further acknowledge and agree that any breach, material or otherwise, of this Agreement or any other agreement between Company and you shall not excuse your performance under this Agreement, including your obligation to honor the restrictions set forth in this section.

You further agree that you will promptly disclose the existence of the post-employment restrictions contained herein to all subsequent employers and/or prospective employers until all such covenants have expired.

The Restricted Conduct set forth herein is in addition to, and not in place of, any contractual requirements that may govern your obligations to the Company during and after your employment.

**Applicable Policies** This Award shall be subject to the Company's clawback policy; the Corteva, Inc. Insider Trading Policy, including the anti-hedging and anti-pledging provisions thereunder; and/or share ownership guidelines (in each case as they may be amended from time to time), the terms of which are incorporated herein by reference. For purposes of the foregoing, you expressly and explicitly authorize the Company to issue instructions, on your behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold your Shares and other amounts acquired pursuant to your Options to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of the clawback policy and/or for purposes of complying with any applicable law. To the extent that this Agreement and the clawback policy conflict, the terms of the clawback policy shall prevail.

**Repayment/ Forfeiture** Any benefits you may receive hereunder shall be subject to repayment or forfeiture as required to comply with the requirements of the U.S. Securities and Exchange Commission or any applicable law, including the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any securities exchange on which the Shares are traded, as may be in effect from time to time.

**Exercise Methods** There are four exercise methods from which to choose. Due to local legal requirements, not all methods are available in all countries.

**Withholding** You acknowledge that the Company or, if different, the Subsidiary or Affiliate that employs you (the "Employer") (1) make no representations or undertakings regarding the treatment of any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Plan and legally applicable to you ("Tax-Related Items") in connection with any aspect of the Options, including, but not limited to, the grant, vesting or exercise of the Options, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Options to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (i) requiring you to make a payment in a form acceptable to the Company; or (ii) withholding from your wages or other cash compensation payable to you by the Company and/or the Employer; or (iii) withholding from proceeds of the sale of Shares acquired upon exercise of the Options either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent); or (iv) any other method of withholding determined by the Company and to the extent required by Applicable Law or the Plan, approved by the Committee.

The Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates, up to and including maximum applicable rates, in the jurisdictions applicable to you, in which case, you may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares.

Finally, you agree to pay to the Company or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares or the proceeds of the sale of Shares, if you fail to comply with your obligations in connection with the Tax-Related Items

**Non-transferability** You may not transfer these Options, except by will or laws of descent and distribution. The Options are exercisable during your lifetime only by you or your guardian or legal representative.

**Severability** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**Waiver** You acknowledge that a waiver by the Company or breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other participant.

**Privacy** In relation to this Agreement, the Company may collect, use, transfer and share your personal information, such as your name, contact information and banking information. The Company may share personal information with its Affiliates

and selected third parties outside of your country of residence, including the United States, which may have data protection rules that are different from those of your country, to perform this Agreement and for purposes consistent with our privacy statement: <https://www.corteva.com/privacy.html>.

**Imposition of Other Requirements** The Company reserves the right to impose other requirements on your participation in this Agreement, on the Options and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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**AWARD TERMS OF  
PERFORMANCE-BASED RESTRICTED STOCK UNITS GRANTED UNDER THE  
CORTEVA, INC. 2019 OMNIBUS INCENTIVE PLAN  
FOR GRANTEES LOCATED IN THE U.S. (OUTSIDE OF CALIFORNIA)**

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**Introduction** You have been granted performance-based Restricted Stock Units (“Units”) under the Corteva, Inc. 2019 Omnibus Incentive Plan (“Plan”), subject to the following Award Terms. This grant is also subject to the terms of the Plan, which is hereby incorporated by reference. However, to the extent that an Award Term conflicts with the Plan, the Plan shall govern. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in these Award Terms, including any appendices to these Award Terms (hereinafter, collectively referred to as the “Agreement”). A copy of the Plan, and other Plan-related materials, such as the Plan prospectus, are available at: [www.benefits.ml.com](http://www.benefits.ml.com)

**Grant Award Acceptance** You must expressly accept the terms and conditions of your Award as set forth in this Agreement. To accept, log on to Merrill Lynch Benefits OnLine at [www.benefits.ml.com](http://www.benefits.ml.com), select **Equity Plan > Grant Information > Pending Acceptance**. If you do not accept your Units in the manner instructed by the Company, your Units will be subject to cancellation.

**Date of Grant** [Month][Date], [Year] (“Date of Grant”)

**Type of Award** Units

**Dividend Equivalents** Dividends payable on the Shares represented by your Units (including whole and fractional Units) will be allocated to your account in the form of Units based upon the closing Share price on the date of the dividend payment. Such Units will be subject to the vesting terms set forth below and all other terms set forth in the Agreement. Dividend equivalent units will be determined after the end of the applicable performance period (“Performance Period”) and credited to your account at that time based on the performance-adjusted number of Units in your account. Dividend equivalent units will be calculated by taking the final performance-adjusted Units and calculating the dividend equivalent units for the first dividend payment date for the Performance Period. The resulting number of dividend equivalent units from the first dividend payment date will be added to the final performance-adjusted number of Units before calculating the dividend equivalent units for the second dividend payment date during the Performance Period. This process will be repeated for each subsequent dividend payment date during the Performance Period.

**Performance Period** January 1, 2024 – December 31, 2026

**Vesting Terms** You may not sell, gift, or otherwise transfer or dispose of any of the Units.

If you remain an active employee from the Date of Grant through the last day of the Performance Period, you will vest in the number of Units that become eligible to vest, if any, based on the achievement of the goals set forth in the Performance Metrics section set forth below. Except as set forth below, if you terminate employment after the Date of Grant but prior to the last day of the Performance Period, unvested Units will be forfeited.

**Performance Metrics** The total number of Units subject to the Award that will be eligible to vest will be based upon the attainment level of the performance goals related to the Company's (a) Return on Net Assets ("RONA") (as defined below) and (b) Operating Earnings Per Share ("EPS") Growth (as defined below), in each case, during the Performance Period. The performance attainment level and percent of target payout will be determined independently for each metric, and the two metrics will be weighted differently in determining the final total number of Units that are eligible to vest (the "Final Award"). The RONA performance goal is weighted at 50% and the Operating EPS Growth performance goal is weighted at 50%.

The Final Award is the sum of the following two elements:

$$\begin{array}{|c|} \hline \text{RONA Payout \%} \\ \text{x Target Award} \\ \text{x 50\%} \\ \hline \end{array} + \begin{array}{|c|} \hline \text{Operating EPS Growth} \\ \text{Payout \%} \\ \text{x Target Award} \\ \text{x 50\%} \\ \hline \end{array} = \begin{array}{|c|} \hline \text{Final Award} \\ \hline \end{array}$$

The RONA Payout % and the Operating EPS Growth Payout % are set out below under the headings "RONA Payout % Schedule" and "Operating EPS Growth Payout %" below.

**1. RONA Goal**

"RONA" is equal to Operating Earnings after Tax divided by Net Working Capital ("NWC") plus net property, plant and equipment ("PP&E"). Descriptions for these components are provided below.

The attainment level of the RONA goal will be measured by adding the RONA that is attained for each of the three fiscal years contained in the Performance Period and dividing this number by three (i.e., average RONA attained over the Performance Period).



“Operating Earnings after Tax” means net income from continuing operations attributable to the Company, including the after-tax impact of significant items (including goodwill impairment charges), non-operating 3 ---Internal Use--- benefits - net, and amortization of intangible assets.

“NWC” means current assets less current liabilities

#### RONA Payout % Schedule

Performance	RONA Average (%)	RONA Payout %
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

Based on the table above, the Company’s average RONA during the Performance Period is translated into a percentage payout (of the target) for 50% of the Units subject to the Award.

#### 2. Operating EPS Growth Goal

“**Operating Earnings Per Share**” means, for a fiscal year within the Performance Period, Pro forma Operating Earnings (defined above), *divided* by the Diluted Shares Outstanding, rounded to the first decimal place.

“**Diluted Shares Outstanding**” means the number of Shares that are outstanding on a fully diluted basis as of the last day of the fiscal year contained in the Performance Period, as reported in the Company’s Form 10-K.

“**Operating EPS Growth**” for each of the fiscal years contained in the Performance Period shall be calculated in accordance with the following formula:

Operating EPS Growth =  $A / B \times 100$ , where:

A = Operating Earnings Per Share as reported at the end of a fiscal year, *minus* Operating Earnings Per Share as reported at the end of the prior fiscal year

B = A / Operating Earnings Per Share as reported at the end of the prior fiscal year

The attainment level of the Operating EPS Growth goal will be measured by adding the Operating EPS Growth for each of the fiscal years that is contained in the Performance Period and dividing this number by 3 (i.e., average Operating EPS Growth over the Performance Period).

The payout percentage for each of the Performance Period will be determined in accordance with the Operating EPS Growth Payout Percentage Schedule set forth below.

*Operating EPS Growth Payout % Schedule*

Performance	Operating EPS Growth Average (%)	Operating EPS Growth Payout %
Below Threshold		0%
Threshold		50%
Target		100%
Maximum		200%

\*Interim points are interpolated on a straight-line basis

\*\*Based on the table above, the Company’s average Operating EPS Growth during the Performance Period is translated into a percentage payout (of the target) for 50% of the Units subject to the Award.

**Performance Adjustment**

The Committee, in its sole and absolute discretion, may make appropriate and equitable adjustments to the performance goal measurement or the method applied to calculate such measurement or determine the underlying performance metric, in the event of or in connection with, among other items: (i) tax adjustments, (ii) a merger or acquisition or any similar event affecting the Shares or other securities of the Company, (iii) debt incurred relative to pension funding (whether required or driven by de-risking strategies), (iv) the impact of any new accounting standards, and (v) items associated with discontinued operations.

**Payment** Within 70 days following the last day of the Performance Period, vested Units (including dividend equivalents accruing after the end of the Performance Period and prior to the payment date), if any, will be paid to you or your estate, as applicable, in one Share for each whole Unit and a cash payment for any fraction of a Unit. The value of each fractional Unit will be based on the closing price of the Shares as reported on the Composite Tape of the New York Stock Exchange as of the effective date of payment.

**Section 409A of the Code**

The Units are intended to be exempt from or compliant with Section 409A of the Code and the U.S. Treasury Regulations relating thereto so as not to subject you to the payment of additional taxes and interest under Section 409A of the Code or other adverse tax consequences. In furtherance of this intent, the provisions of this Agreement will be interpreted, operated, and administered in a manner consistent with these intentions. The Committee may modify the terms of this Agreement, the Plan or both, without your consent, in the manner that the Committee may determine to be necessary or advisable in order to comply with Section 409A of the Code or to mitigate any additional tax, interest and/or penalties or other adverse tax consequences that may apply under Section 409A of the Code if compliance is not practical. This section does not create an obligation on the part of the Company to modify the terms of this Agreement or the Plan and does not guarantee that the Units or the delivery of Shares upon vesting/settlement of the Units will not be subject to taxes, interest and penalties or any other adverse tax consequences under Section 409A of the Code. In no event whatsoever shall the Company be liable to any party for any additional tax, interest or penalties that may be imposed on you by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

**Termination of Employment****Under Sum of 65 Rule, Due to Disability or Death, Divestiture to Entity Less Than 50% Owned by the Company, or Involuntary Termination Giving Rise to Severance Benefits**

If you are an active employee for six months following the Date of Grant and terminate employment (i) after attainment of age 55 and 65 combined years of age and service ; or due to (ii) disability; (iii) death; (iv) liquidation, dissolution or divestiture to an entity less than 50% owned by the Company; or (v) an involuntary termination by the Company or, if different, the Subsidiary or Affiliate that employs you (the "Employer") which gives rise to the payment of severance benefits under a plan maintained by the Company, the Units will remain subject to the Vesting Terms and will be paid in accordance with the Payment terms above. However, the number of Units will be prorated based on the number of months you were employed, and adjusted for periods of unpaid leaves of absence or part-time employment as determined by the Plan Administrator, from the beginning of the Performance Period through the end of the Performance Period.

**Due to Any Other Reason (including for Cause; Voluntary Termination; or Involuntary Termination Without Severance Benefits)**

Units will be forfeited as of the date on which you terminate employment.

**Restricted Conduct**

If you engage in any of the conduct described in subparagraphs (i) through (v) below for any reason, in addition to all remedies in law and/or equity available to the Company or any Subsidiary or Affiliate, you shall forfeit all Units. For purposes of subparagraphs (i) through (v) below, "Company" shall mean Corteva, Inc. and/or any of its Subsidiaries or Affiliates.

- (i) **Confidential Information.** During the course of your employment with the Company and thereafter, you use or disclose, except on behalf of the Company and pursuant to the Company's directions, any Company "Confidential Information" (i.e., information concerning the Company and its business that is not generally known outside the Company, and includes, but is not limited to, (a) trade secrets; (b) intellectual property; (c) information regarding the Company's present and/or future products, developments, processes and systems, including invention disclosures and patent applications; (d) information on customers or potential customers, including customers' names, sales records, prices, and other terms of sales and Company cost information; (e) Company business plans, marketing plans, financial data and projections; and (f) information received in confidence by the Company from third parties. Information regarding products, services or technological innovations in development, in test marketing or being marketed or promoted in a discrete geographic region, which information the Company is considering for broader use, shall be deemed not generally known until such broader use is actually commercially implemented.); and/or
- (ii) **Solicitation of Employees.** During your employment and for a period of one year following the termination of your employment for any reason, you hire, recruit, solicit or induce, or cause, allow, permit or aid others to hire, recruit, solicit or induce, any employee of the Company who possesses Confidential Information of the Company to terminate his/her employment with the Company and/or to seek employment with your new or prospective employer; and/or
- (iii) **Solicitation of Customers.** During your employment and for a period of one year following the termination of your employment for any reason, you, directly or indirectly, on behalf of yourself or any other person, company or entity, solicit or participate in soliciting, products or services competitive with or similar to products or services offered by, manufactured by, designed by or distributed by the Company to any person, company or entity which was a customer or potential customer for such products or services and with which you had direct or indirect contact regarding those products or services or about which you learned Confidential Information at any time during the two years prior to your termination of employment with the Company; and/or
- (iv) **Non-Competition regarding Products or Services.** During your employment and for a period of one year following the termination of your employment for any reason, you, directly or indirectly, in any capacity, provide products or services competitive with or similar to products or services offered by the Company to any person, company or entity which was a customer for such products or services and with which customer you had direct or indirect contact regarding those products or services or about which customer you learned Confidential Information at any time during the two years prior to your termination of employment with the Company; and/or

(v) **Non-Competition regarding Activities.** During your employment and for a period of one year following the termination of your employment for any reason, you engage in activities which are entirely or in part the same as or similar to activities in which you engaged at any time during the two years preceding termination of your employment with the Company for any person, company or entity in connection with products, services or technological developments (existing or planned) that are entirely or in part the same as, similar to, or competitive with, any products, services or technological developments (existing or planned) on which you worked at any time during the two years preceding termination of your employment. This paragraph applies in countries in which you have physically been present performing work for the Company at any time during the two years preceding termination of your employment.

**Applicable Policies** This Award shall be subject to the Company's clawback policy; the Corteva, Inc. Insider Trading Policy, including the anti-hedging and anti-pledging provisions thereunder; and/or share ownership guidelines, if any, (in each case as they may be amended from time to time), the terms of which are incorporated herein by reference. For purposes of the foregoing, you expressly and explicitly authorize the Company to issue instructions, on your behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold your Shares and other amounts acquired pursuant to your Units to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of the clawback policy and/or for purposes of complying with any applicable law. To the extent that this Agreement and the clawback policy conflict, the terms of the clawback policy shall prevail.

**Repayment/ Forfeiture** Any benefits you may receive hereunder shall be subject to repayment or forfeiture as required to comply with the requirements of the U.S. Securities and Exchange Commission or any applicable law, including the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any securities exchange on which the Shares are traded, as may be in effect from time to time.

**Withholding** You acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Plan and legally applicable to you or deemed applicable to you ("Tax-Related Items") in connection with any aspect of the Units, including, but not limited to, the grant, vesting or settlement of the Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends and/or any dividend equivalent units; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units or the underlying shares to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to

Tax-Related Items in more than one jurisdiction, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (i) requiring you to make a payment in a form acceptable to the Company; or (ii) withholding from your wages or other cash compensation payable to you by the Company and/or the Employer; or (iii) withholding from proceeds of the sale of Shares acquired upon settlement of the Units either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization without further consent); or (iv) withholding in Shares to be issued upon settlement of the Unit; or (v) any other method of withholding determined by the Company and to the extent required by Applicable Law or the Plan, approved by the Committee; provided, however, that if you are subject to the short-swing profit rules of Section 16(b) of the Exchange Act, then the Company will withhold in Shares upon the relevant taxable or tax withholding event unless otherwise determined by the Committee.

The Company may withhold or account for Tax-Related Items by considering applicable statutory withholding rates, up to and including maximum applicable rates, in the jurisdictions applicable to you, in which case, you may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent in Shares. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items.

Finally, you agree to pay to the Company or the Employer, any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares or the proceeds of the sale of Shares, if you fail to comply with your obligations in connection with the Tax-Related Items.

Notwithstanding anything in this section to the contrary, to avoid a prohibited acceleration under Section 409A of the Code, if Shares subject to the Units will be withheld (or sold on your behalf) to satisfy any Tax-Related Items arising prior to the date of settlement of the Units for any portion of the Units that is considered nonqualified deferred compensation subject to Section 409A of the Code, then the number of Shares withheld (or sold on your behalf) shall not exceed the number of Shares that equals the liability for Tax-Related Items.

**Severability** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**Waiver** You acknowledge that a waiver by the Company or breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other participant.

**Privacy** In relation to this Agreement, the Company may collect, use, transfer and share your personal information, such as your name, contact information and banking information. The Company may share personal information with its Affiliates and selected third parties outside of your country of residence, including the United States, which may have data protection rules that are different from those of your country, to perform this Agreement and for purposes consistent with our privacy statement: <https://www.corteva.com/privacy.html>.

**Insider Trading/ Market Abuse Laws** You may be subject to insider trading restrictions and/or market abuse laws based on the exchange on which the Shares are listed and in applicable jurisdictions including the United States and your country or your broker's country, if different, which may affect your ability to accept, acquire, sell or otherwise dispose of Shares, rights to Shares (e.g., Units) or rights linked to the value of Shares under the Plan during such times as you are considered to have "inside information" regarding the Company (as defined by Applicable Laws). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Corteva, Inc Insider Trading Policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

**Imposition of Other Requirements** The Company reserves the right to impose other requirements on your participation in this Agreement, on the Units and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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## CERTIFICATIONS

I, Charles V. Magro, certify that:

1. I have reviewed this report on Form 10-Q for the period ended March 31, 2024 of Corteva, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

By: /s/ Charles V. Magro  
Charles V. Magro  
*Chief Executive Officer*



I, Charles V. Magro, certify that:

1. I have reviewed this report on Form 10-Q for the period ended March 31, 2024 of EIDP, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

By: /s/ Charles V. Magro  
Charles V. Magro  
*Chief Executive Officer*

## CERTIFICATIONS

I, David J. Anderson, certify that:

1. I have reviewed this report on Form 10-Q for the period ended March 31, 2024 of Corteva, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

By: /s/ David J. Anderson

David J. Anderson

*Executive Vice President and  
Chief Financial Officer*

I, David J. Anderson, certify that:

1. I have reviewed this report on Form 10-Q for the period ended March 31, 2024 of EIDP, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024

By: /s/ David J. Anderson

David J. Anderson

*Executive Vice President and  
Chief Financial Officer*

**Certification of CEO Pursuant to  
18 U.S.C. Section 1350,  
As Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Corteva, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Charles V. Magro, as Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

\_\_\_\_\_  
/s/ Charles V. Magro

Charles V. Magro  
Chief Executive Officer  
May 2, 2024

**Certification of CEO Pursuant to  
18 U.S.C. Section 1350,  
As Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of EIDP, Inc. on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Charles V. Magro, as Chief Executive Officer of EIDP, Inc., hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of EIDP, Inc.

/s/ Charles V. Magro

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Charles V. Magro  
Chief Executive Officer  
May 2, 2024

**Certification of CFO Pursuant to  
18 U.S.C. Section 1350,  
As Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Corteva, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), David J. Anderson, as Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David J. Anderson

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David J. Anderson  
Executive Vice President and  
Chief Financial Officer

May 2, 2024

**Certification of CFO Pursuant to  
18 U.S.C. Section 1350,  
As Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of EIDP, Inc. on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), David J. Anderson, as Chief Financial Officer of EIDP, Inc., hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of EIDP, Inc.

/s/ David J. Anderson

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David J. Anderson  
Executive Vice President and  
Chief Financial Officer

May 2, 2024