

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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): April 6, 2021

Corteva, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or other jurisdiction
of Incorporation)

001-38710
(Commission
File Number)

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

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

(302) 485-3000
(Registrant's telephone Number, including Area Code)

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

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

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

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

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

Emerging growth company

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

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

On April 6, 2021, Corteva, Inc. the “Company”) announced that David J. Anderson has been appointed executive vice president and chief financial officer effective April 12, 2021.

Mr. Anderson, age 71, previously served as the interim chief financial officer of Criteo S.A. from May 2020 to August 2020 and the chief financial officer of Nielsen Holdings plc, a leading global data and analytics company, from September 2018 to December 2019. Prior to that, Mr. Anderson was the executive vice president and chief financial officer of Alexion Pharmaceuticals, Inc. from December 2016 to August 2017. Prior to joining Alexion, Mr. Anderson served as senior vice president and chief financial officer of Honeywell International Inc., a diversified technology and manufacturing multi-national conglomerate, from 2003 to 2014. Prior to joining Honeywell, Mr. Anderson was the chief financial officer of ITT Inc., Newport News Shipbuilding Inc., and RJR Nabisco, Inc. Previously, he held senior finance roles at the Quaker Oats Company, Kraft Foods Inc., and FMC Corp. Mr. Anderson has served on the board of directors of American Electric Power Company, Inc. since 2011. Mr. Anderson previously served as a director of Cardinal Health, Inc. from April 2014 to September 2018 and B/E Aerospace, Inc. from June 2014 to April 2017. Mr. Anderson received a bachelor of science in economics from Indiana University and a masters of business administration from the University of Chicago (Booth School of Business).

Mr. Anderson’s annual salary will be \$750,000. His incentive opportunity under the Company’s annual Performance Reward Plan for the 2021 performance year is set at 100% of his base salary.

Mr. Anderson will receive a one-time equity award having a fair market value of \$2.5 million, consisting of restricted stock units (“RSUs”) to be granted under the 2019 Corteva Omnibus Incentive Plan (the “OIP”) on April 12, 2021. The RSUs will vest in two equal annual installments on the second and third anniversaries of the grant date provided that Mr. Anderson is an active employee on the vesting date. The form of RSU agreement is provided herein as Exhibit 10.1.

Mr. Anderson will receive annual grants of long-term incentive awards under the OIP, including on April 12, 2021 an award consisting of (i) a grant of performance-based RSUs (“PSUs”) having a fair market value of \$1.8 million, which will vest at the end of a three-year performance period commencing January 1, 2020 depending upon the achievement of certain performance goals and (ii) a grant of stock options having a fair market value of \$1.2 million, which will vest in three equal annual installments following the grant date, subject, in each case, to Mr. Anderson’s employment through the applicable vesting dates.

The RSUs, PSUs, and stock options will be subject to the terms and conditions of the OIP and will have termination provisions as set forth in award agreements that are generally consistent with the Company’s prior grants to named executive officers.

Mr. Anderson will be eligible to participate in the Company’s Change in Control and Executive Severance Plan and will be subject to Company share ownership of four times base salary in accordance with the Company’s share ownership guidelines. Mr. Anderson is also entitled to receive certain moving expenses under the Company’s relocation policy, as well as commuting expenses capped at \$30,000 annually. Mr. Anderson will be eligible to receive certain welfare and other benefits generally available to the Company’s executives.

Item 8.01. Other Events.

On April 6, 2021, the Company issued a press release announcing the Agreement and the appointment of Mr. Anderson. A copy of the press release is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Special CFO RSU Agreement
99.1	Press Release, dated April 6, 2021
104	The cover page from the Company’s Current Report on Form 8-K, formatted in Inline XBRL

SIGNATURE

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

CORTEVA, INC.
(Registrant)

Date: April 6, 2021

By: /s/ Cornel B. Fuerer
Cornel B. Fuerer
Senior Vice President, General Counsel & Corporate Secretary

**FORM OF AWARD TERMS OF
TIME-VESTED RESTRICTED STOCK UNITS GRANTED UNDER THE
CORTEVA, INC. 2019 OMNIBUS INCENTIVE PLAN
FOR GRANTEES LOCATED IN THE U.S.**

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
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 , 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	April 12, 2021 (“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	<p>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.</p> <p>On April 12, 2023, the Restricted Period will lapse with respect to one-half (1/2) of the Restricted Stock Units, including dividend equivalents.</p> <p>On April 12, 2024, the Restricted Period will lapse with respect to one-half (1/2) of the Restricted Stock Units, including dividend equivalents.</p>

Termination of Employment

Under 55/10 Rule	If you terminate employment after attainment of age 55 with at least 10 years of 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.
Due to Disability, or Death	The Restricted Period on all units will lapse.
Due to Involuntary Termination Giving Rise to Severance Benefits or Divestiture to Entity Less Than 50% Owned by Corteva, Inc.	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.
Due to Any Other Reason (such as voluntary termination, involuntary termination without severance benefits, or for Cause)	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 involuntary termination giving rise to severance benefits or divestiture to an entity less than 50% owned by Corteva, Inc. which occurs on or following the attainment of age 55 with at least 10 years of Service, Restricted Stock Units shall be paid to you when the Restricted Period lapses in accordance with the schedule set forth under "Restricted Period." In the case of termination due to involuntary termination giving rise to severance benefits or divestiture to an entity less than 50% owned by Corteva, Inc. which occurs prior to attainment of age 55 with at least 10 years of Service or 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 average of the high and low sale price of Shares as reported on the effective date of payment.
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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
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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 Stock 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.

**Repayment/
Forfeiture**

Any benefits you may receive hereunder shall be subject to repayment or forfeiture as may be 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, your employer (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) withholding from your wages or other cash compensation paid to you by the Company and/or the Employer; or (ii) 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 (iii) withholding in Shares to be issued upon settlement of the Restricted Stock Units; 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; 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/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., 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
Requirements**

The Company reserves the right to impose other requirements on 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.

CORTEVA NAMES DAVE ANDERSON EVP & CHIEF FINANCIAL OFFICER***Anderson Brings Track Record as CFO of Complex Global Public Companies***

WILMINGTON, Del., April 6, 2021 – Corteva, Inc. (NYSE: CTVA) today announced that it has appointed Dave Anderson as its new Executive Vice President & Chief Financial Officer (CFO), effective April 12, 2021. A highly experienced finance executive, Mr. Anderson has a track record of providing financial leadership in complex, global companies to support value creation. In this role, he succeeds Gregory R. Friedman who is retiring from Corteva, as previously announced.

Throughout his career, Mr. Anderson has focused on establishing finance functions that enable ongoing investment in growth initiatives while driving returns and value creation for shareholders. He spent more than a decade as CFO of Honeywell, through 2014. Since then, he has held the CFO role at other market-leading companies, with a focus on establishing strong finance functions, cost structures, capital allocation programs, and solid foundations for growth.

James C. Collins, Jr., Corteva's Chief Executive Officer, said, "Corteva has solid momentum and as we enter our next phase of growth, we are relentlessly focused on execution to drive substantial earnings increases and margin expansion. Dave brings a track record leading world-class finance functions at both established companies and startups and I look forward to capitalizing on his expertise as we take our strong organization to the next level, supporting our accelerated growth and innovation investments while maximizing productivity and returns."

Mr. Anderson said, "Under Jim's leadership Corteva has established its position as a global leader in agriculture and I look forward to working with him and the entire team. With a strong strategy in place, I am excited to apply my cumulative experience towards accelerating progress, helping to ensure that Corteva will capitalize fully on its competitive advantages, deliver best-in-class productivity through ERP implementation and other initiatives across the business, and drive value creation for its shareholders."

Biography

Dave Anderson has had a multi-decade career as a finance leader across diverse industries with a track record of driving returns and value creation. Prior to today's announcement, Mr. Anderson was Interim CFO at Criteo S.A., which he joined after serving as CFO and Chief Operating Officer at Nielsen Holdings plc. He previously served as EVP and CEO of Alexion Pharmaceuticals, which he joined following his tenure at Honeywell, from 2003-2014. Prior to that, he was the Chief Financial Officer for ITT, Inc., Newport News Shipbuilding Inc., and RJR Nabisco, Inc. He also held various senior finance roles at the Quaker Oats Company, Kraft Food, Inc., and FMC Corp. He holds a B.S. in Economics from Indiana University and earned his M.B.A. at the University of Chicago's Booth School, where he was a founding member and co-Chair of its CFO Forum. Mr. Anderson is currently a Board member of American Electric Power and previously a Board member of Cardinal Health.

About Corteva

Corteva, Inc. (NYSE: CTVA) is a publicly traded, global pure-play agriculture company that provides farmers around the world with the most complete portfolio in the industry – including a balanced and diverse mix of seed, crop protection and digital solutions focused on maximizing productivity to enhance yield and profitability. With some of the most recognized brands in agriculture and an industry-leading product and technology pipeline well positioned to drive growth, the Company is committed to working with stakeholders throughout the food system as it fulfills its promise to enrich the lives of those who produce and those who consume, ensuring progress for generations to come. Corteva became an independent public company on June 1, 2019 and was previously the Agriculture Division of DowDuPont. More information can be found at www.corteva.com. Follow Corteva on Facebook, Instagram, LinkedIn, Twitter and YouTube.

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Cautionary Statement About Forward-Looking Statements

This communication contains forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended, which 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 “goals”, “plans,” “expects,” “will,” “anticipates,” “believes,” “intends,” “target,” or other words of similar meaning. All statements that address expectations or projections about the future, including statements about Corteva’s strategies for growth, capital allocation, and productivity savings are forward-looking statements.

Forward-looking statements are based on certain assumptions and expectations of future events which may not be accurate or realized. Forward-looking statements also involve risks and uncertainties, many of which are beyond Corteva’s control. 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, Corteva’s ability to competitively attract, develop and retain talent; employee turnover rates; restructurings; supplier disruptions and consolidations; and similar risks, any of which could have a material adverse effect on Corteva’s results. 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 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) effect of competition and consolidation in Corteva's industry; (vi) effect of competition from manufacturers of generic products; (vii) costs of complying with evolving regulatory requirements and the effect of actual or alleged violations of environmental laws or permit requirements; (viii) effect of climate change and unpredictable seasonal and weather factors; (ix) risks related to oil and commodity markets; (x) competitor's establishment of an intermediary platform for distribution of Corteva's products; (xi) impact of Corteva's dependence on third parties with respect to certain of its raw materials or licenses and commercialization; (xii) effect of industrial espionage and other disruptions to Corteva's supply chain, information technology or network systems; (xiii) effect of volatility in Corteva's input costs; (xiv) failure to realize the anticipated benefits of the internal reorganizations taken by DowDuPont in connection with the spin-off of Corteva and other cost savings initiatives; (xv) failure to raise capital through the capital markets or short-term borrowings on terms acceptable to Corteva; (xvi) failure of Corteva's customers to pay their debts to Corteva, including customer financing programs; (xvii) increases in pension and other post-employment benefit plan funding obligations; (xviii) risks related to the indemnification obligations of legacy EID liabilities in connection with the separation of Corteva; (xix) effect of compliance with laws and requirements and adverse judgments on litigation; (xx) risks related to Corteva's global operations; (xxi) failure to effectively manage acquisitions, divestitures, alliances and other portfolio actions; failure to enforce; (xxii) risks related to COVID-19; (xxiii) risks related to activist stockholders; (xxiv) Corteva's intellectual property rights or defend against intellectual property claims asserted by others; (xxv) effect of counterfeit products; (xxvi) Corteva's dependence on intellectual property cross-license agreements; and (xxvii) 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, 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 or other estimates is included in the "Risk Factors" section of Corteva's Annual Report on Form 10-K, as modified by subsequent Quarterly Reports on Forms 10-Q and Current Reports on Form 8-K.