

2022

SORGHUM

UNITED STATES PRODUCT USE GUIDE



Introduction

This 2022 Product Use Guide provides technical information about Corteva Agriscience sorghum products and sets forth requirements and guidelines for the use of these products. Please read all of the information pertaining to the technology you will be using, including stewardship and related information.

This technical guide is not a pesticide product label. It is intended to provide additional information and to highlight approved uses from certain product labels. Read and follow all precautions and label instructions on any agricultural or pesticide products that you are using.

Not all products described in this Product Use Guide are available in all Corteva Agriscience brands.

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If you have any questions, contact your sales professional.



Stewardship Overview

A Message About Stewardship

Corteva Agriscience is committed to the responsible management of all its seed products.

By accepting delivery of any Corteva Agriscience brand product, growers are contractually obligated to comply with all laws, regulations, and Corteva Agriscience stewardship requirements described in Product Use Guide(s) and any product-specific stewardship requirements, as each may be amended from time to time by Corteva Agriscience.

Proper stewardship of Corteva Agriscience products is beneficial to growers and other stakeholders, including enabling continued grower access to Corteva leading germplasm and biotechnology traits in seed products and helping to enhance grower productivity and profitability. Proper stewardship also promotes responsible use of these products, such as mitigating potential resistance development to enhance long-term durability of Corteva Agriscience technologies. When combined with best management practices, Corteva Agriscience products provide options for growers and their customers. To help enable grower success and protect Corteva technologies, growers must agree and understand the stewardship requirements, such as potential grain use restrictions, including but not limited to:

- Sign and comply with the Corteva Agriscience Technology Use Agreement (TUA), which may be amended from time to time. Signing the TUA permits access to the Corteva Agriscience germplasm and the biotech trait technologies in Corteva Agriscience seed products.
- Follow Stewardship requirements detailed in Product Use Guide(s), (www.corteva.us/Resources/trait-stewardship.html) and on product-specific labels.
- Read and follow all seed, pesticide, or other product labels and information.
- Implement appropriate product-specific Insect Resistance Management (IRM) and/or Herbicide Resistance Management (HRM) practices, as required by Corteva Agriscience and the U.S. Environmental Protection Agency (EPA). Following IRM and HRM requirements helps limit development of insect and herbicide resistance and helps to maintain the long-term durability of these technologies.
- Use of Corteva Agriscience seed products solely for producing a single commercial crop encourages the development of better, higher-yielding germplasm and additional technologies and innovations, further improving agricultural productivity.
- Growers are required to discuss trait acceptance and grain purchasing policy with the grain purchaser or grain handler prior to the delivery and sale of crop products (e.g., grain or other plant material containing biotech traits) and only deliver grain to a purchaser or grain handler that agrees grain and by-products will be marketed in markets where such products are authorized for the specific use. For more detailed information on the status of a trait or stack, please visit www.biotradestatus.com.
- Follow any additional stewardship requirements that Corteva Agriscience deems necessary for a particular product (e.g., grain or feed use or geographical planting restrictions, or use of an authorized herbicide).
- Any forward-looking statements made by Corteva Agriscience related to regulatory approval timelines by their nature address matters that are, to different degrees, uncertain. Any forward-looking statements of anticipated regulatory authorization timelines are not guarantees of government agency action and are based on certain assumptions and expectations of future events that may not be realized.
- Contact your local sales professional for more information.

By using Corteva Agriscience products, growers further understand and agree that (1) all crops and materials containing biotech traits (e.g., grain, meal, etc.) may only be (a) exported, transferred or moved to or (b) used, processed, or transferred in jurisdictions where all necessary regulatory authorizations have been granted for those crops and materials for such activities, (2) it may be unlawful to export, transfer, or move materials containing biotech traits across borders into jurisdictions where their import and use is not authorized, including through a third party, and (3) products authorized in the United States may or may not be authorized in all global markets; therefore, the combination of these traits and the grain and certain byproducts (including oil, meal, etc.) from these products may not be authorized in some markets.



EXCELLENCE THROUGH STEWARDSHIP®

Advancing Best Practices in Agricultural Biotechnology

Our Commitment to Excellence Through Stewardship®

www.excellencethroughstewardship.org

Corteva Agriscience™ is a member of Excellence Through Stewardship® (ETS). Corteva Agriscience products are commercialized in accordance with ETS Product Launch Stewardship Guidance and in compliance with the Corteva Agriscience policies regarding stewardship of those products.

In line with these guidelines, our product launch process for responsible launches of new products includes a long-standing process to evaluate export market information, value chain consultations, and regulatory functionality. Growers and end-users must take all steps within their control to follow appropriate stewardship requirements and confirm their buyer's acceptance of the grain or other material being purchased.

For more detailed information on the status of a trait or stack, please visit www.biotradestatus.com.

Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship.

Integrated Pest Management

As a grower, integrated pest management (IPM), provides you the opportunity to tailor how you manage weeds, insects, and diseases in your fields. IPM integrates responsible use of traits, crop protection products, and cultural management practices to:

- Prevent the buildup of pests through starting with a clean field and rotating crops and traits.
- Use seed products, planting technology, and seedling rates that are appropriate for a given crop in a particular geographic area.
- Scout: Monitor for pest populations throughout the growing season to determine if treatment is necessary.
- Intervene when required, using combination of approaches to manage the pest population.
- Use appropriate maturity products and harvest schedules, destroying crop residue promptly.
- Minimize over-wintering of pests through soil management practices.
- Use crop rotation, including products with different traits, to delay onset of resistance.
- Use multiple modes of action in crop protection products to reduce likelihood of resistance development.

Monitoring Insect Pests

It is important to carefully monitor fields for all pests to determine whether treatment with a pest control method is needed. Scouting techniques and remedial pest control treatments should address the fact that larvae must hatch and feed before incorporated plant protection technologies have an effect on the pests. Scouting should be performed regularly, particularly after periods of heavy or sustained egg laying (especially during bloom), to determine whether larval survival is significant in a particular field.

Weed Management

Herbicide tolerance technology provides convenient, effective, and economical weed control in crops. However, intensive long term use of any single herbicide mode of action can lead to the development of weeds resistant to that mode of action. Planting crops that enable use of multiple herbicide modes of actions as part of an IPM program can provide consistent, effective weed control while reducing the potential for resistance development. Talk to your local sales professional about the herbicide tolerance in your crops.

Herbicide Groups

The Weed Science Society of America categorizes herbicides into different groups based on their mode of action. If a given weed population has plants resistant to a herbicide in one group, that weed population may not be able to be effectively managed using only other herbicides in that group. However, that weed population may be able to be managed with a different herbicide from a different herbicide group, whether alone or in combination with a herbicide from that same group, or by using other weed management practices, such as mechanical practices. Note that herbicide classification may not, in all circumstances, address weeds resistant to particular herbicides. Consult your local sales professional, state cooperative extension service, professional consultants, or other qualified individuals to discuss appropriate actions to address specific weeds that appear to show resistance to a particular herbicide.

Integrated Weed Management (IWM)

There is no "one size fits all" to any weed management program. We recommend inquiring the advice of your local agronomist or technical advisor to develop a local integrated weed management solution that utilizes widely accepted best management practice (BMPs) concepts.

Maintain clean fields by using the following best practices:

1) START CLEAN

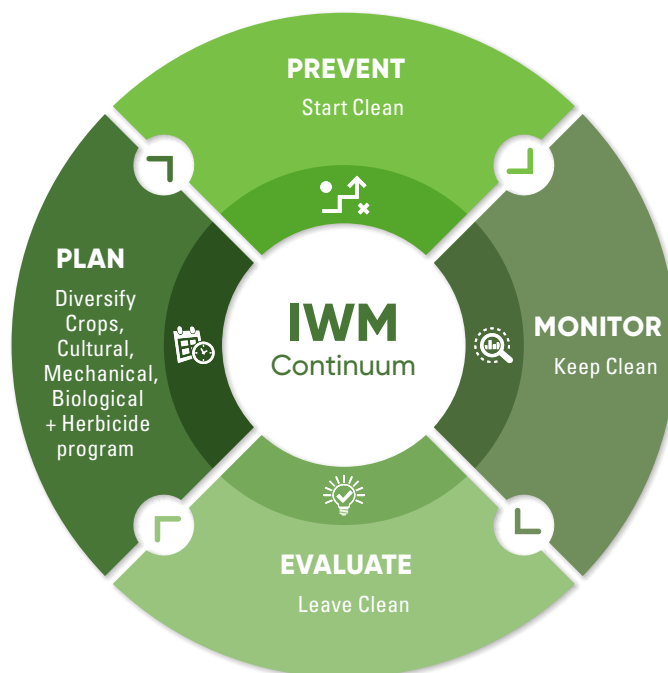
- a. Scout fields before and after use of any management tactic
- b. Keep accurate records of your management tactics used and their results, including any indications of changes in response with difficult to control weeds
- c. Control weeds early, generally before exceeding 15 cm in height

2) KEEP CLEAN

- a. Use correct herbicide(s) for the weed spectrum, with proper rates and timing
- b. Rotate modes of action ensuring herbicides used provide effective control of the target weed species present in your field.
- c. Incorporate sound agronomic practices that improve your crop's ability to compete effectively with weeds

3) LEAVE CLEAN

- a. Control weed escapes that can occur before or after harvest
- b. Thoroughly clean equipment to avoid field to field weed spread





Corteva Agriscience supports the Take Action effort. Take Action is an industry-wide partnership between university scientists, major crop protection providers and organizations representing corn, cotton, sorghum, soybean and wheat growers to help them manage pests such as herbicide-resistant weeds. The Take Action effort encourages you to develop a proactive strategy to manage herbicide-resistant weeds that incorporates a diverse set of controls. To find out more about how you can take action, visit www.iwilltakeaction.com, or contact your local extension office.

CORTEVA AGRISCIENCE DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES INCLUDING BUT NOT LIMITED TO THOSE THAT ARE LABELED FOR USE IN CROP(S) CONTAINING CORTEVA TECHNOLOGY. CORTEVA AGRISCIENCE AND ITS AFFILIATED COMPANIES SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN CROPS CONTAINING CORTEVA TECHNOLOGY. ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES, OR THE IMPACT TO CORTEVA TECHNOLOGY FROM THE USE OF SUCH PRODUCTS, SHOULD BE DIRECTED TO THOSE COMPANIES. IT IS GROWERS OBLIGATION TO READ AND FOLLOW PRODUCT LABEL REQUIREMENTS. CORTEVA AND ITS AFFILIATED COMPANIES ARE NOT RESPONSIBLE FOR ANY MISUSE OR MISAPPLICATION OF PRODUCTS, INCLUDING PESTICIDES, BY A GROWER.

Additional stewardship information may be found at www.corteva.us or consult your local sales professional. You may also contact Corteva Agriscience at: 877-4-TRAITS (877-487-2487).

Herbicide Resistant Weeds

Weed resistance is a serious problem that all of us need to consider when planning our integrated weed management program. Herbicide resistance is the ability of a weed biotype to survive a herbicide application, where under normal circumstances that herbicide applied at the recommended rate would kill the weed. The Herbicide Resistance Action Committee (HRAC) offers additional assistance in confirming herbicide resistance on their website hracglobal.com. Understanding risk for herbicide resistance is important. Table 1 below will help assess the risk of resistance developing in each field.

Grower awareness and proactive management of herbicide resistant weeds are part of a successful weed control program. Suspected herbicide resistance is defined as the situation where the following three indicators occur at a site or location:

- Failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds.

- A spreading patch of non-controlled plants of a particular weed species; and
- Surviving plants mixed with controlled individuals of the same species.

With confirmed herbicide resistance, other weed management practices should be employed to control and prevent the spread of a population of herbicide resistant weeds. Your Corteva Agriscience™ sales professional can provide recommendations for a particular herbicide resistant weed. Report any incident of non-performance against a specific weed of the herbicide used to your Corteva sales professional, local retailer, or county extension agent. Corteva herbicide product labels include weed resistance management language and approved labels, including supplemental labeling, must be in possession of the user at the time of pesticide application and can be obtained by contacting your state's pesticide lead agency or the website www.cdms.net.

Table 1. Assessment of the Risk of Resistance Development per Target Species (The major risk factors within a cropping system)

Management Option	Risk of Resistance		
	Low	Moderate	High
Herbicide mix or MOA rotation in cropping system	≥3 MOAs	2 MOAs	1 MOA
Integrated Weed Control	Cultural, Mechanical, & Chemical	Cultural & Chemical	Chemical only
Use of same MOA per season	Once	More than once	Many times
Cropping system	Full Rotation	Limited rotation	No rotation
Resistance status to MOA	Unknown	Limited	Common
Weed infestation	Low	Moderate	High
Control in last 3 years	Good	Declining	Poor

Herbicide Tolerant Inzen™ Grain Sorghum



HERBICIDE

Management Recommendations for Sorghum Hybrids with the Inzen™ herbicide tolerance trait.
Not all products described in this Product Use Guide are available in all Corteva Agriscience brands.

Stewardship Best Management Practices for In-season Inzen™ Trait for Sorghum production – Growers

- Start clean: Plant into fields in which emerged weeds have been controlled by non-selective herbicides or pre-plant tillage.
- DO NOT plant the Inzen™ trait in fields known to contain ALS-resistant johnsongrass or ALS-resistant shattercane.
- DO NOT plant the Inzen™ trait in consecutive years in the same field.
- Plan crop rotation strategies that allow the use of effective alternate MOA herbicides in the year immediately following the Inzen™ trait.
- Manage johnsongrass and shattercane to minimize flowering within a certain distance during the pollination window of the sorghum crop, including in road ditches, fence rows, etc.
- Closely monitor effectiveness of herbicide applications, and control escapes, especially of johnsongrass and/or shattercane which might flower at the same time as the sorghum crop.
- Maintain detailed field records so that cropping and herbicide histories are known.

Summary

- The Inzen™ herbicide tolerance trait system is a novel, non-genetically modified (non-GMO) crop herbicide tolerance technology that provides the first post-emergence control of grass weeds in sorghum. Proper stewardship should be practiced to ensure performance and benefits from this technology is available for years to come.
- Weed control is critical in sorghum production for top yields and quality. Zest™ WDG herbicide offers postemergence control of certain annual and perennial grass and annual broadleaf weeds.
- An application of Zest WDG to Sorghum Hybrids with the Inzen Trait should be made to sorghum in the V3-V7 stage of growth and while grass weeds are small and actively growing.
- Corteva Agriscience encourages producers to practice good stewardship at all times when using herbicides and especially Zest WDG herbicide.
- This Product Use Guide describes management practices to optimize productivity when using the Inzen trait technology in sorghum.

Introduction

Sorghum Hybrids with the Inzen Trait contain in-plant tolerance to nicosulfuron, the active ingredient in Zest WDG herbicide. Zest WDG is a grass herbicide for application over the top of Inzen sorghum crops. The advantages of this herbicide in sorghum production include:

- Unsurpassed grass weed control over-the-top in sorghum
- Control of most grass weeds of greatest concern to sorghum producers
- Wide application window and excellent crop safety in sorghum
- Post-emergence application - no need for soil incorporation

Product information

These application directions are specific for Zest WDG applied to grain sorghum containing the Inzen herbicide tolerance trait. Do not use Zest WDG on grain sorghum that does not contain the Inzen trait as severe sorghum injury or death will occur.

It is possible that pollen-mediated gene flow from grain sorghum containing the Inzen trait to weedy relatives, such as shattercane and johnsongrass, may contribute to the development of resistance to ALS herbicides in these species. Plant into fields in which emerged weeds have been controlled by tillage or nonselective herbicides. Manage johnsongrass and shattercane growth in road ditches, fence rows and nearby places so their flowering does not coincide with the Inzen sorghum trait flowering. Do not use Zest WDG on grain sorghum containing the Inzen herbicide tolerance trait in fields known to have ALS-resistant shattercane or johnsongrass. Adherence to the Corteva Stewardship Program, including completion of the certification program and following the Best Management Practices is necessary to reduce the risk of the development of resistance to ALS herbicides in weedy relatives.

Weed resistance

Zest WDG contains the active ingredient nicosulfuron and is a Group 2 herbicide based on the mode of action classification system of the Weed Science Society of America. When herbicides that affect the same biological site of action are used repeatedly over several years to control the same weed species in the same field, naturally-occurring resistant biotypes may survive a correctly applied herbicide treatment, propagate, and become dominant in that field. Adequate control of these resistant weed biotypes cannot be expected. If weed control is unsatisfactory, it may be necessary to retreat the problem area using a product with a different mode of action.

To better manage herbicide resistance through delaying the proliferation and possible dominance of herbicide resistant weed biotypes, it may be necessary to change cultural practices within and between crop seasons such as using a combination of tillage, retreatment, tank-mix partners and/or sequential herbicide applications that have a different mode of action. Weed escapes that are allowed to go to seed will promote the spread of resistant biotypes.

It is advisable to keep accurate records of pesticides applied to individual fields to help obtain information on the spread and dispersal of resistant biotypes. Consult your agricultural retailer, consultant, applicator, and/or appropriate state agricultural extension service representative for specific alternative cultural practices or herbicide recommendations available in your area.

The continued availability of this sorghum trait and herbicide product depends on the successful management of the weed resistance program; therefore, it is very important to perform the following activities.

To aid in the prevention of developing weeds resistant to this product, the following steps should be followed:

- Scout fields before application to ensure herbicides and rates will be appropriate for the weed species and weed sizes present.
- Apply the maximum specified labeled use rates of Zest WDG for the most difficult to control weeds in the field at the specified time (correct weed size) or when applications are made under challenging environmental conditions to minimize weed escapes.

- Scout fields after application to detect weed escapes or shifts in weed species.
- Report any incidence of non-performance of this product on a weed species listed in the "Weeds Controlled" section to your retailer, Corteva representative or 800-992-5994.
- If resistance is suspected in a weed species listed in the "Weeds Controlled" section or to johnsongrass or shattercane, treat the weed escapes with an herbicide having a mode of action other than Group 2 and/or use non-chemical methods to remove escapes, as practicable with the goal of preventing further seed production. Report suspected resistance to your retailer, Corteva representative or 800-992-5994.

Likely Resistance: Indicators of likely herbicide resistance include (1) failure to control a weed species normally controlled by the herbicide at the dose applied, especially if control is achieved on adjacent weeds; (2) a spreading patch of uncontrolled plants of a particular weed species; and (3) surviving plants mixed with controlled individuals of the same species. Likely resistant weeds are assumed to be present if any of these criteria are met.

Additionally, users should follow as many of the following herbicide resistance management practices as practical:

- Use a broad spectrum soil-applied herbicide with other modes of action such as DuPont Cinch® ATZ or FulTime® NXT, which serves as a foundation in a weed control program.
- Utilize sequential applications of herbicides with alternative modes of action.
- Rotate the use of this product with non-Group 2 herbicides.
- Incorporate non-chemical weed control practices, such as mechanical cultivation, crop rotation, cover crops and weed-free crop seeds, as part of an integrated weed control program.
- Thoroughly clean plant residues from equipment before leaving fields suspected to contain resistant weeds.
- Avoid using any other Group 2 herbicide within a single growing season unless in conjunction with another mode of action herbicide with overlapping spectrum.
- Manage weeds in and around fields, during and after harvest to reduce weed seed production.

Contact the local agricultural extension service, Corteva Agriscience representative, Ag retailer or crop consultant for further guidance on weed control practices as needed.

Application directions:

Use rate: Apply 0.67 to 1.33 ounces of Zest™ WDG herbicide (0.031 to 0.062 pounds of nicosulfuron active ingredient) per acre per application by ground or by air to grain sorghum containing the Inzen™ herbicide tolerance trait. Do not apply more than 1.33 ounces of Zest WDG (0.062 pounds of nicosulfuron active ingredient) per acre in a single application. Do not make more than two applications per crop per season or per year. Allow a minimum of 7 days between applications. Do not apply more than a combined total of 1.8 ounces of Zest WDG (0.084 pounds of nicosulfuron active ingredient) per acre per crop season or per year.

Application timing to crop: Apply Zest WDG to emerged grain sorghum containing the Inzen herbicide tolerance trait that is up to 20 inches tall. Applications made to 4-20 inch tall grain sorghum (approximately V3-V7 stage) are recommended for best crop tolerance. Do not apply to grain sorghum taller than 20 inches.

Sequential applications: In the event that a subsequent flush of weeds or a regrowth of previously treated weeds occur, a second application of Zest WDG may be applied. Do not make more than 2 applications per season. Allow a minimum of 7 days between applications.





Weeds controlled in Inzen grain sorghum

Grasses	Max. Height or Diameter
Barnyardgrass [†]	4"
Broadleaf signalgrass	2"
Crabgrass (large)*	2"
Foxtails (bristly, giant [†] , green [†] , yellow [†])	4"
Itchgrass	6"
Panicum (Texas, browntop)	3"
Panicum fall	4"
Ryegrass (Italian, perennial) [†]	6"
Sandbur (field, longspine)*	3"
Wild oats [†]	4"
Wild proso millet	4"
Witchgrass	6"

[†] Naturally occurring resistant biotypes are known to occur. If weed escapes occur, treat with an herbicide having a mode of action other than Group 2 and/or use non-chemical methods to remove escapes, as practicable, with the goal of preventing further seed production.

* Refer to Specific Weed Instructions Section of the Label

Specific weed instructions:

Crabgrass (large): Requires the application of a soil applied herbicide that is effective in controlling large crabgrass, such as DuPont™ Cinch® ATZ herbicide, followed by the post emergence application of Zest WDG at 0.67 ounces/acre plus COC and ammonium nitrogen fertilizer. Adequate moisture is required after application of these soil applied herbicides to provide activation for weed control to occur. Cultivation or retreatment with Zest WDG plus COC and ammonium nitrogen fertilizer may be required for additional control of later emerging grasses. Zest WDG will not control or suppress smooth crabgrass.

Sandbur (field, longspine): Requires the use of COC plus ammonium nitrogen fertilizer. Cultivation or re-treatment may be required.

Spray adjuvants:

The use of adjuvants is required for optimal weed control. In addition, an ammonium nitrogen fertilizer must be used unless specifically prohibited by tank mix partner labeling. Consult Corteva fact sheets, technical bulletins, and service policies prior to using other adjuvant systems. If another herbicide is tank mixed with Zest WDG, select adjuvants authorized for use with both products. Products must contain only EPA-exempt ingredients.

Petroleum Crop Oil Concentrate (COC)

- Petroleum-based crop oil concentrates are the preferred adjuvant systems in arid areas.
- Apply up to 1% v/v (1 gallon per 100 gallons spray solution) or 2% under arid conditions.
- Oil adjuvants must contain at least 80% high quality, petroleum (mineral) or modified vegetable seed oil with at least 15% surfactant emulsifiers.
- For aerial applications apply 0.5% v/v (2 quarts product per 100 gallons spray solution).

Nonionic Surfactant (NIS)

- Apply up to 0.25% v/v (1 quart per 100 gallons spray solution) or 0.5% v/v under arid conditions.
- Surfactant products must contain at least 60% nonionic surfactant with a hydrophilic/lipophilic balance (HLB) greater than 12.

Ammonium Nitrogen Fertilizer

- Use 2 quarts/acre of a high-quality urea ammonium nitrate (UAN), such as 28%N or 32%N, or 2 pounds/acre of a spray-grade ammonium sulfate (AMS). Use 4 quarts/acre UAN or 4 pounds/acre AMS under arid conditions.
- Do not use liquid nitrogen fertilizer as the total carrier solution.

Special Adjuvant Types

- Combination adjuvant products may be used at doses that provide the required amount of NIS, COC, MSO and/or ammonium nitrogen fertilizer. Consult product literature for use rates and restrictions.
- In addition to the adjuvants specified above, other adjuvant types may be used if they provide the same functionality.

Grazing / preharvest intervals for grain sorghum containing the Inzen herbicide tolerant trait

Forage may be cut and livestock may be grazed once the crop has reached the mature forage stage (soft dough growth stage 7). Grain and stover may be harvested once the crop has reached the mature grain stage (physiological maturity stage 9).

Zest™ WDG Herbicide Crop Rotation Restrictions

See label for rotation guidelines on additional crops

The following rotational intervals should be observed when using ZEST™ WDG at a maximum of 1.33 ounces:

No soil pH restrictions

Rotational Crop	Interval in Months
Corn (field, seed)	Anytime
Corn (pop, sweet)*	10
Soybeans	0.5 (15 days)
Cereals, spring (barley, oats, rye, wheat)	8
Cereals, winter (barley, oats, rye, wheat)	4
Cotton	10
Dry Beans, Peas, Snap Beans	10
Alfalfa**	12
Red Clover**	12
Sorghum (All types including hybrids containing the INZEN™ trait)	18
Other crops	See Rotational Crop Guidelines 2 and 3 on the label.

* Except the sweet corn varieties "Merit", "Carnival", and "Sweet Success", for which the minimum time interval is 15 months.

** Except for the state of Kansas east of Highway 75, for Minnesota east and south of the Red River Valley and for the states east of the line formed by the western borders of Iowa, Missouri, Arkansas, and Louisiana, where the minimum time interval is 10 months.

Consult the product use label for the most current rotational intervals that should be observed when using Zest WDG in Inzen sorghum.

Crop rotation alternative modes of action (MOA) for grass control in crops following sorghum

Corn	<ul style="list-style-type: none"> • glyphosate in glyphosate tolerant corn • glufosinate in glufosinate tolerant corn • tembotrione • quizalofop in Enlist® corn
Soybean	<ul style="list-style-type: none"> • glyphosate in glyphosate tolerant soybean, • glufosinate in glufosinate tolerant soybeans • ACCase herbicides
Cotton	<ul style="list-style-type: none"> • glyphosate in glyphosate tolerant cotton • glufosinate in glufosinate tolerant cotton • ACCase herbicides
Wheat	<ul style="list-style-type: none"> • preplant or post harvest control by nonselective herbicides • tillage
Sunflower	<ul style="list-style-type: none"> • preplant tillage and/or • nonselective herbicides and/or • ACCase herbicides
Fallow	<ul style="list-style-type: none"> • Tillage • Nonselective herbicides and/or • ACCase herbicides
Sorghum	Do Not plant any sorghum the following year after planting Inzen™ herbicide tolerant trait sorghum

PRODUCT USE STATEMENT: This hybrid contains the Inzen™ herbicide technology.

WARNING: The Inzen™ technology will only safeguard this hybrid against applications of acetolactate synthase (ALS) herbicides registered for use with sorghum. The Inzen™ technology will **NOT** safeguard this hybrid against other herbicide chemistries which are labeled to be used only over-the-top of crops that have a different and specified herbicide resistance gene. Always read and follow herbicide label directions prior to use.

ACCIDENTAL APPLICATION OF INCOMPATIBLE HERBICIDES TO THIS HYBRID COULD RESULT IN TOTAL CROP LOSS.

YOU MUST SIGN A TECHNOLOGY USE AGREEMENT, READ THE PRODUCT USE GUIDE PRIOR TO PLANTING.

The purchase of these seeds includes a limited license to produce a single sorghum crop in the United States (or other applicable country). This license does not extend to the use of seed of such crop or the progeny thereof for propagation or seed multiplication. Furthermore, the use of such seed or the progeny thereof for propagation or seed multiplication or for production or development of a different variety of seed is strictly prohibited.

Always follow grain marketing, stewardship practices and pesticide label directions. Hybrids with Inzen™ technology provide tolerance to Zest™ WDG herbicide, which must be used in accordance with label directions.

Inzen™ is a trademark and service mark of Dow AgroSciences, DuPont or Pioneer, and their affiliated companies or their respective owners.

Intellectual Property Protection

Corteva Agriscience has a long history of investing in intellectual property to provide growers with high performing varieties and industry leading services. Our continued commitment to product research results in Corteva Agriscience brand products that consistently deliver high yields to help make you more profitable. Corteva Agriscience uses patents and Plant Variety Protection (PVP) laws to protect our investment in patented germplasm, native and transgenic traits, and breeding technologies. PVP laws give breeders exclusive control over plant varieties for up to 20 years, enabling Corteva Agriscience to bring new products to the marketplace supported by improved technology.

It is important to note that Corteva Agriscience product offerings, even if not biotech, can carry multiple types of intellectual property protection, such as patented genetics, patented breeding technologies, plant variety protection, patented transgenic traits, and patented native traits, including through the terms and conditions of use found in the Corteva Agriscience TUA.

The purchase of any Corteva Agriscience variety or trait is done so under license with certain limitations. By using the seed supplied in connection with a Corteva Agriscience Technology Use Agreement, you agree to the fact that the seed – and technology within that seed – includes subject matter owned by Corteva Agriscience, or licensed from a third party, that is protected under U.S. intellectual property laws. **Under this contract, you agree to a single-commercial planting of the seed and agree to not bin run or save your seed.**

Why is a TUA required?

- A TUA is required for the purchase of any Corteva Agriscience seed - all crops, biotech and non-biotech. The TUA serves as an agreement between the customer and Corteva Agriscience demonstrating that the customer understands and agrees to follow all license terms, stewardship and applicable legal responsibilities related to their seed products.
- Even though some products do not contain biotech traits, the TUA protects the intellectual property associated with non-biotech products such as germplasm and other intellectual know-how and patents.
- The TUA grants a limited license for the grower to use/plant Corteva Agriscience seed containing Corteva Agriscience sourced technologies (including germplasm, non-biotech traits, and biotech traits) and produce a single commercial crop.
- The TUA requires growers to use and follow the applicable product use guide and labels (seed and herbicide).
- The TUA prohibits certain activities such as saving seed or use of unauthorized herbicides on Enlist™ crops (where applicable).

By abiding by your Corteva Agriscience Technology Use Agreement, you are helping Corteva Agriscience continue to invest in advances in genetics and technology that bring forward new research discoveries. These discoveries ultimately help you increase production and meet new pest and production challenges.

Coexistence

For decades, multiple agricultural systems have successfully coexisted in the United States and around the world, from initial production through supply chains to the ultimate end users. Over time, management practices to facilitate these different agricultural systems have developed and have been continuously improved so that high purity and high quality seed and grain is available to help growers, handlers, and end-users maximize opportunities and take full advantage of the wide variety of technologies available to each. One example of successful coexistence is the production of similar commodities in close proximity, such as field corn, sweet corn, white corn, and popcorn. Coexistence strategies should be designed to meet market requirements using science-based industry standards and management practices, and should be flexible to facilitate diverse options and choice for growers and the food and feed supply chain. This flexibility also should include the ability of coexistence strategies to be modified as changes in products, markets, or practices take place. The on-going success of coexistence has depended upon cooperation, communication, flexibility, and mutual respect for each cropping system among the entire value chain. Over the years, growers have adapted to changes and innovation in agriculture by using new farm management practices, new technologies, and other appropriate practices and can continue to do so into the future.

It is therefore incumbent on all growers to consider and implement management practices to satisfy the relevant marketing and stewardship practices required by the desired end market. By choosing to grow any crop, growers are inherently agreeing to use practices appropriate to ensure the integrity and marketability of those crops for the intended market and that suitable management and stewardship practices are being implemented, considering each neighbors' farm management. This is true regardless of the particular market being served, whether it is specialty crops,

identity-preserved crops, organically-produced crops, conventionally produced crops or crops with biotech traits.

For products receiving premiums, the grower is producing a crop supported by a special market price, and therefore assumes responsibility for meeting any applicable market specifications to receive the applicable premium price from that market. Likewise, for products containing biotech traits that may not yet be approved in certain export markets or have special considerations related to production practices (e.g., herbicide application, specialty characteristics), the grower assumes responsibility for the stewardship conditions and implementation related to use of such technologies. Even though the ultimate responsibility is on the grower producing a crop for a particular market to implement appropriate stewardship practices and requirements, including those communicated by a seed provider, it is also each grower's responsibility to communicate with and be aware of the planting intentions of his or her neighbors to gauge the need for any appropriate management and coexistence practices. By communicating what is being grown on neighboring fields and the potential implications of those crops on each growers' management decisions, growers can utilize some of the following coexistence considerations to limit potential conflicts, while acknowledging the generally recognized and accepted occurrence of the movement of incidental amounts of pollen:

- What is the crop biology and what are the product characteristics, specifically considering whether or not the crop is self-pollinating or cross-pollinating;
- What options exist to arrange or select planting locations and fields to help minimize the potential for outcrossing to or from a particular crop, by considering, for example, appropriateness of buffer rows, environmental windbreaks, or land devoted to conservation;

- What options exist related to staggering planting times to help temporally isolate a given crop from the potential of unintended outcrossing;
- What are cleaning and handling options for a particular crop that could help to minimize the potential for inadvertent comingling during planting, harvesting or cleaning activities, considering the use of planters, combines, seed storage bins, seed hopper/boxes, transportation vehicles, and other equipment pre- and post-harvest; and
- Understanding characteristics of applied technologies or pest management tools and the potential impact to different types of crops planted in the vicinity.

In today's agricultural marketplace, growers share common goals of increasing productivity and profitability, and through planning and proactive management measures, coexistence can help all growers meet their productivity goals and stewardship responsibilities while respecting their neighboring farming operations.

Seed Treatment Stewardship

Seed treatments, including fungicides, insecticides, nematicides, and amendments, play a critical role in agriculture and the production of a healthy crop. In addition to helping manage against early season pests and diseases, they serve as a viable alternative to foliar and soil applications.

Seed treatment management and responsible stewardship play a vital role in sustaining our environment while maximizing crop health. Responsible stewardship practices help maintain seed and seed treatment integrity, which keeps the active ingredient on the seed to achieve the maximum crop health benefit for the investment. In addition, these practices help minimize the

potential for adverse effects on producers and the environment, including pollinators, which may be present at the time of planting.

Additional best management practices can be found:
<http://seed-treatment-guide.com/>

For a short video on treated seed stewardship, click here or type into your web browser the following: <https://www.youtube.com/watch?v=pGGviLUNagw>

For more information on pollinator health visit:
<http://honeybeehealthcoalition.org>

Steps for Stewardship of Treated Seed

Follow Directions –

Follow directions on treated seed container labeling for handling, storage, planting and disposal practices.



Minimize Dust –

Use advanced seed flow lubricants that minimize dust.



Eliminate Weeds –

Eliminate flowering plants and weeds in and around the field prior to planting.



BeeAware –

At planting, be aware of honey bees and hives located near the field, and communicate with beekeepers when possible.



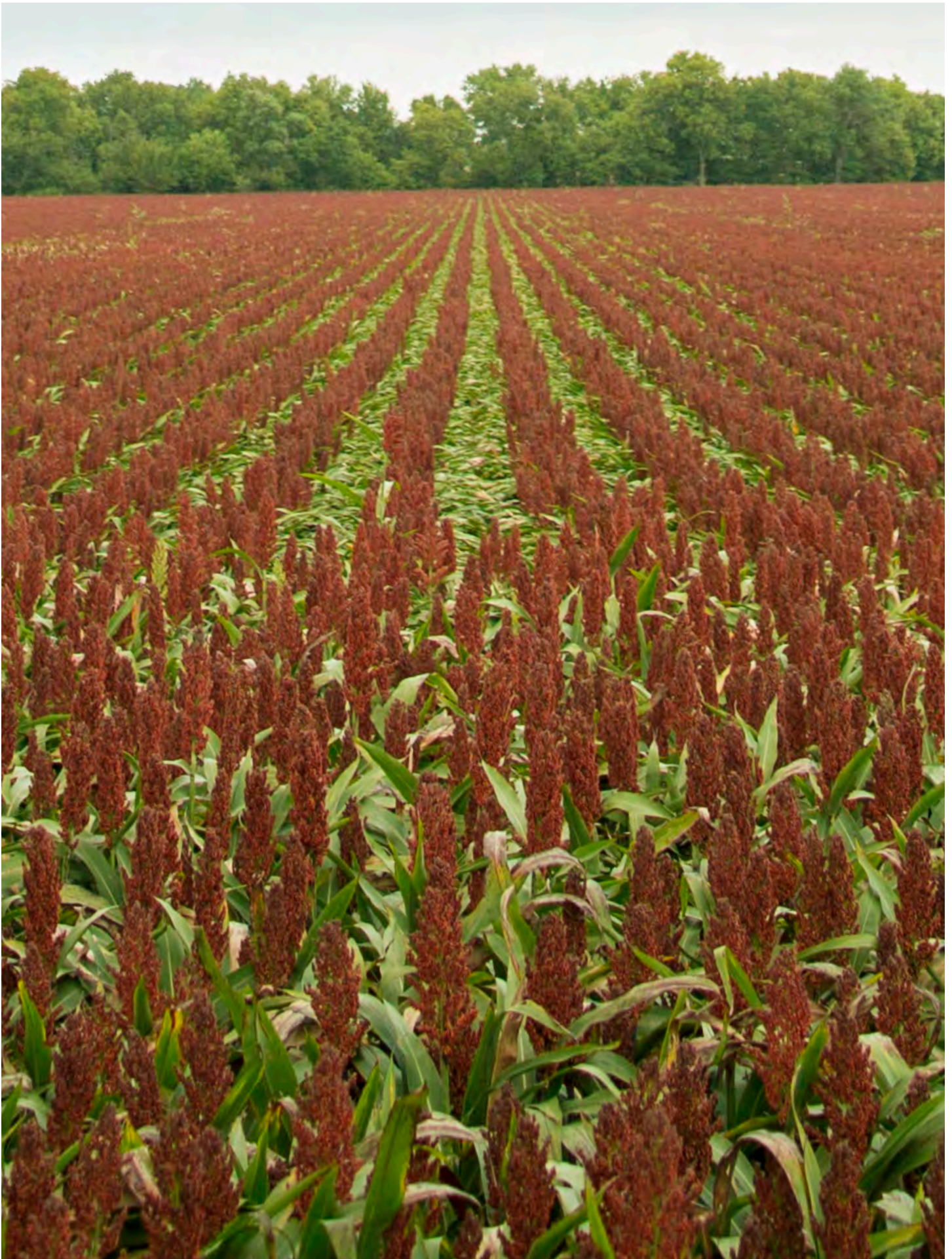
Clean and Remove –

Completely remove all treated seed left in containers and equipment used to handle harvested grain, and dispose of it properly. Keep all treated seed out of the commodity grain channels.



For detailed information about stewardship of treated seed, check out
www.seed-treatment-guide.com





Notes





Corteva Agriscience™ TECHNOLOGY USE AGREEMENT

Revision date: June 2021 / U.S. TUA

This Technology Use Agreement is entered into by Grower and Corteva Agriscience (defined below) to set forth the terms and conditions upon which Grower shall use Seed containing Corteva Sourced Technology (including but not limited to: germplasm (conventional seed products), Optimum® Gly, Enlist E3™, Qrome®, etc.).

By signing below the undersigned represents and agrees that: (1) he/she has read and understands the terms and conditions of this Agreement, including the terms and conditions on the next page, (2) he/she is fully authorized to enter into this Agreement on behalf of the Grower identified in the Grower Information Box below and (3) the terms and conditions of this Agreement are legally binding on the Grower and all individuals and entities that will plant and grow crops from Seed on behalf of the undersigned and the Grower.

By: _____
Grower's Authorized Signature _____ Date _____ Title of Person Signing _____
Printed Name of Person Signing _____ Corteva Customer or Business Partner ID (optional) _____

GROWER INFORMATION – Complete Section A OR Section B – PLEASE PRINT CLEARLY

Section A – For Individual (Sole Proprietorship) Grower

Grower Name – First MI Last
Farming or "Doing Business As" (d/b/a) Name
Full Address
City State Zip Code
County Phone
E-mail Address
Last 4 Digits of Social Security No.

Section C - Seed Supplier

Business Name
City State Zip Code

Section D - Corteva

Send completed paper agreements using one of the following options:

1. E-mail: agreements@agcelerate.com
2. Mail: AgCelerate
PO Box 221679
Charlotte, NC 28222-1679

Section B – For Business Entity Grower

Business Name
Business Type (Check One): ☐ Corporation ☐ Partnership
☐ Limited Liability Company (LLC) ☐ Other
Authorized Representative
Full Address
City State Zip Code
County Phone
E-mail Address
Last 4 Digits of Tax ID No.

☐ Opt In: Please check box to receive electronic communications from Corteva Agriscience
Yes, I would like to receive agronomy advice, special offers, product information, news and updates through electronic communications from Corteva Agriscience.

"Pioneer" means Pioneer Hi-Bred International, Inc.

"Product Use Guide" and "Guide" mean the document(s) published and updated by Corteva from time to time that specify, among other things, stewardship management practices for Seed, Enlist Herbicides and Corteva Sourced Technology. The Guide(s) for Purchased Seed shall become a part of this Agreement and Grower's use of Corteva Sourced Technology is subject to the terms of the Guide posted at www.traitstewardship.com, as may be updated from time to time by Corteva.

"Production Crop" means seed that Grower produces for Corteva or a Corteva Licensee pursuant to a valid production agreement, which crop is controlled by Corteva or the Corteva Licensee.

"Purchased Seed" means Seed that is purchased by Grower from a Seed Seller under a fully executed Technology Use Agreement to which Grower and Corteva are parties, as amended pursuant to Update Notification(s), or otherwise.

"Representatives" means Corteva representatives and representatives of any owner of Corteva Sourced Technology.

"Seed" means agricultural planting seed containing Corteva Sourced Technology sold by Seed Sellers. Seed may contain Third-Party Trait Technology that is subject to the provider's separate licensing arrangements.

"Seed Seller" means Corteva and those entities authorized by Corteva to sell Seed.

"Seed Stock" means seed that is owned by Corteva or a Corteva Licensee that is made available to a Grower to produce a Production Crop.

"Third-Party Trait Technology" means proprietary trait technology from a technology provider other than Corteva.

"Update Notification" means a communication to Growers with updated terms of this Agreement, which may include information regarding new and existing Corteva Sourced Technology, including (among other things) the Patents licensed under this Agreement and any new or modified Agreement terms. Each Update Notification for Purchased Seed shall become a part of this Agreement and Grower's use of Seed and/or Corteva Sourced Technology following receipt of any Update Notification for Purchased Seed constitutes Grower's acceptance of all terms in the Update Notification.

2. LIMITED LICENSE: Upon acceptance by Corteva of this Agreement, unaltered and duly executed by Grower, Grower is granted and hereby accepts, on and subject to the terms and conditions of this Agreement, a limited, non-transferable, revocable, non-exclusive license by Corteva under the Licensed Rights solely to (i) purchase Seed from a Seed Seller or Corteva Licensee and (ii) to plant Purchased Seed to produce a single commercial crop in the United States in a single season or (iii) if Grower has entered into a current and valid seed production agreement with Corteva or a Corteva Licensee, plant Seed Stock to produce a single Production Crop in the United States provided that all such Production Crop is delivered to, or its disposition is controlled by, Corteva or the Corteva Licensee.

In addition, when Grower purchases or receives Seed or Seed Stock and/or plants Purchased Seed or Seed Stock containing Enlist™ technology, Grower receives a limited license to use Enlist Herbicides in conjunction with Enlist™ crops grown from such Purchased Seed or Seed Stock. This limited license only covers Grower's activities in the United States and does not authorize Grower to plant Seed in the United States that has been purchased/acquired in another country or to plant Seed in another country that has been purchased/acquired in the United States.

1. DEFINITIONS: Each of the following terms shall have the meaning specified below:
"Agreement" means, as of any date of determination, this Technology Use Agreement, the then current (i) Product Use Guide(s) and (ii) Update Notification(s), all of which are incorporated herein and deemed a material part of this Agreement.

"Colex-D® Technology" means a Corteva-proprietary herbicide technology package comprised of 2,4-D choline, advanced formulation science and innovative manufacturing processes, which is specifically designed to provide ultra-low volatility, minimized potential for physical drift, decreased odor and improved handling characteristics.

"Corteva" and "Corteva Agriscience" means, collectively, DAS, Pioneer, DuPont and their affiliated companies.

"Corteva Sourced Technology" means proprietary germplasm and all current and future seed trait technology as set forth in applicable Update Notification(s). Corteva Sourced Technology currently covered as Licensed Rights by this Agreement includes, but is not limited to, the Patents listed in Update Notification(s) provided at the time of execution of this Agreement or thereafter.

"DuPont" means E. I. du Pont de Nemours and Company.

"Enlist™ Herbicides" means agricultural products that contain 2,4-D choline herbicide featuring Colex-D Technology.

"Grain" means material utilized for food, feed, fuel and not planted/propagated in the future.

"Grower" means the individual farmer or farming entity identified in the applicable Grower Information Box.

"Licensed Rights" means all patent claims, trade secrets, rights existing under the US Plant Variety Protection Act (or its foreign equivalents) and other intellectual property rights relating to Corteva Sourced Technology that are reasonably necessary for a Grower's exercise of the limited license granted under numbered Article 2 herein with respect to Purchased Seed or Seed Stock. The Licensed Rights as of any date of determination are set forth in the current Update Notification.

"Licensee" means an entity that has a valid, active agreement with Corteva granting it a license to produce and sell Corteva seed trait technology in its seed products.

"Patents" means Corteva patents held in the United States and/or Canada.

PROHIBITED ACTIVITIES:

Grower acknowledges and agrees that Grower is NOT permitted to:

- supply, transfer, license or sublicense any Seed, Seed Stock, or Corteva Sourced Technology to any other person, entity or other third party for planting or any other purposes;
- accept any Seed or Seed Stock from any third party other than a Seed Seller, Corteva, or a Corteva Licensee;
- following burndown, use any phenoxy auxin herbicide-containing product (e.g., containing 2,4-D, 2,4-DB, MCPA, dichloroprop, LV6, MCPB, mecoprop, which is NOT expressly labeled for use in conjunction with Enlist crops, including pre-emergent use;
- following burndown, use any AOPP herbicides (e.g., quizalofop, cyhalofop, haloxyfop, diclofop, fenoxaprop, fluzifop) not expressly labeled for Enlist corn on emerged Enlist corn;
- following burndown, use any pyridine auxin herbicides (e.g., triclopyr, fluoxypyr) on emerged Enlist crops;
- save, clean or use any crop produced from Seed for planting and/or supply crop produced from Seed to anyone for planting. The planting of any crop produced from Seed is not licensed and shall constitute infringement of Corteva's Patents, unless specifically permitted by a written agreement with Corteva or a Corteva Licensee.
- plant Seed for seed production unless and only if, Grower has entered into a valid, written Seed production agreement with Corteva or a Corteva Licensee, which agreement requires Grower to either physically deliver to Corteva or the Corteva Licensee, sell for non-seed purposes or use for non-seed purposes all of the Seed produced; and not to purchase or otherwise obtain from Corteva or the Corteva Licensee any of the Seed produced unless, after physical delivery by Grower to Corteva or the Corteva Licensee, that Seed has been conditioned, packaged and delivered by Corteva or the Corteva Licensee to Grower in the same manner as Seed sold by Corteva or the Corteva Licensee to growers who have not entered into a Seed production agreement; and
- use or allow others to use Seed, plant any Seed, or use any crop or plant material produced from Seed, for crop breeding, research, or generation of herbicide or other regulatory registration data. Grower may not conduct research on Grower's crop produced from Seed.

Grower further acknowledges and agrees that the limited license(s) granted herein do not convey or otherwise transfer any ownership rights of Corteva Sourced Technology to Grower.

3. UPDATES AND DOCUMENTS THAT ARE PART OF THIS AGREEMENT:

The Update Notification is incorporated herein and deemed a material part of this Agreement once posted on www.traitstewardship.com. For so long as Grower has a valid Agreement in effect with Corteva, Corteva will provide notice of Update Notifications to Grower to the email address or physical address provided by Grower above.

New Guides are incorporated herein and deemed a material part of this Agreement once posted on www.traitstewardship.com. Current Guides will be available from Seed Sellers, from Corteva directly and/or on www.traitstewardship.com.

Until this Agreement is terminated or superseded as set out in Article 5, the terms and conditions of use set forth on the packaging (including bag tags) of Purchased Seed are incorporated herein and deemed a material part of this Agreement.

Grower acknowledges and agrees that updates of this Agreement, any Update Notification and any Product Use Guide published from time to time by Corteva are incorporated herein and deemed a material part of this Agreement once posted on www.traitstewardship.com.

Grower's use of Seed after Corteva posts on www.traitstewardship.com updates of this Agreement, an Update Notification or a Guide, or a new Update Notification or a new Guide, constitutes Grower's acceptance of and agreement to be bound by the provisions of such updated or new documents.

Inconsistencies among (i) the Update Notification, (ii) the Technology Use Agreement, (iii) relevant Guide(s), each as posted on www.traitstewardship.com at the time Grower opens a bag or container of Seed for planting and (iv) the packaging of the Purchased Seed, shall be resolved in the following order: first, in favor of the Update Notification, second, the Technology Use Agreement, third, the Guide(s) and fourth, the packaging of the Purchased Seed.

4. STEWARDSHIP AND COMPLIANCE:

Grower agrees to read and follow all applicable Guides, the terms and conditions set forth on the packaging of the Purchased Seed and product labels associated with Corteva Sourced Technology and Enlist Herbicides. Grower must follow the best management practices, recommendations and guidelines provided in all applicable Guides.

Grower agrees to read and follow all Insect Resistance Management (IRM) requirements set forth in the Guide, including any requirements to establish and maintain a refuge. **Failure to follow IRM requirements may result in loss of access to insect protected hybrids for at least one year.**

Grower acknowledges that modification, revocation or cancellation of regulatory authorizations and/or registrations including, but not limited to, biotech or other trait(s), enabling technologies and/or enabled pesticide, herbicide or fungicide product(s) by local, state, federal, or foreign regulatory agencies may occur and are outside the control of Corteva. Grower agrees to always read and follow directions for use on pesticide, insecticide, fungicide or herbicide labeling as set forth in the Product Use Guide. Grower acknowledges and agrees to Grower's obligation to follow and adhere to any such modifications, revocations or cancellations. Grower further understands that regulatory status and available supplies of a biotech trait(s) and/or pesticide product may limit its availability for use in a particular growing season and/or the marketability of the resulting Grain crop.

Grower acknowledges and agrees that, following burndown, the only 2,4-D-containing herbicide products that can be used with Enlist crops are products containing Colex-D Technology and are expressly labeled for use on Enlist crops.

Grower agrees to follow herbicide resistance management (HRM) practices, such as pre- and post-application field scouting and reporting. Lack of herbicide efficacy must immediately be reported to Corteva.

Grower agrees to provide Grower's reasonable cooperation to Corteva and the Representatives in connection with their efforts to verify Grower's compliance with stewardship, IRM, HRM and other requirements hereof, including, but not limited to, completing written and oral questionnaires and cooperating with Corteva and third party on-farm IRM compliance assessments.

Grower authorizes the Representatives to enter upon land where Grower has planted or is growing Seed as well as any refuge area and access to bins, wagons or seed storage containers for purposes of examining the land and Grower's crop and taking samples of crops, crop residue or seeds located thereof. Such inspection, examination or sampling shall be available to Corteva and the Representatives only after Corteva or the Representatives deliver or mail to the Grower written notification at least three (3) days in advance and Corteva or the Representatives also have reasonably attempted to discuss the visits with the Grower in advance of the visit.

Corteva indemnification of Grower shall be limited to damage to seed crop fields, commercial crop fields or personal property caused by Corteva employees or Representatives. For clarity, Corteva shall not indemnify Grower for Grower's (or any other person(s) acting on behalf of Grower) gross negligence, violation of this TUA, violation of any law or regulation or any other damages, fines, penalties, enforcement, law suits or any other outcomes resulting from Grower's decisions, actions or failure to act.

Corteva is a member of Excellence Through Stewardship® (ETS). Corteva Seed products are commercialized in accordance with ETS Product Launch Stewardship Guidance and in compliance with Corteva's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. Any crop or material covered by this Agreement including, but not limited to, proprietary plant varieties and/or hybrid products can only be exported to, or used, processed or sold in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted. Growers must talk to their Grain handler or product purchaser to confirm their buying position for these products and Grower shall direct crops, Grain, or material produced from Seed only to appropriate markets. Any crops, Grain, or material produced from Seed can only be exported to, or used, processed, or sold in countries where all necessary regulatory approvals have been granted. Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship.

Grower authorizes the Representatives to review the USDA Farm Service Agency crop reporting information, including Form 578 and corresponding aerial photographs.

Upon the request of the Representatives, Grower shall furnish copies of invoices and other relevant documents for Grower's purchases of seed and chemical transactions and Grower will disclose to the Representatives certain information, including the locations of all fields, to confirm compliance with this Agreement following Corteva's actual (or attempted) oral communication with Grower and not later than seven (7) days after the date of a written request from Corteva, including the locations of all fields planted with crops containing Corteva Sourced Technology, the identities of all herbicides applied to these fields and other data as specified in the Guide(s).

As Grower is claiming a tax exemption for the Purchased Seed, Grower hereby represents and warrants that: (i) Grower is in the business of agricultural production, (ii) the Purchased Seed will be used solely for agricultural production and, (iii) due to the foregoing, Grower qualifies for a tax exemption, under applicable state tax laws, for the Purchased Seed.

Grower hereby consents to the collection, use and disclosure of Grower's personal and purchase information by and among: (i) Corteva and its affiliated companies, including parents, subsidiaries and affiliates ("Corteva"); (ii) retailers, including but not limited to Seed Sellers, from which Grower purchases Corteva products; (iii) Corteva partners and service providers for the purpose of administering Corteva offers, including validation of product purchases and calculation/issuance of rebates and rewards, marketing, surveys, direct mail, digital and social media communication and to improve and modify our products and to personalize services; and (iv) Corteva partners and service providers for purposes of conducting on-farm IRM or other compliance assessments. Corteva is concerned about privacy issues and wants the Grower to be familiar with how Corteva collects, uses and discloses information. Any information collected from this form, through the provision of services or products, or through Corteva websites or mobile applications generally will be handled in accordance with the Corteva Privacy Statement accessible at <https://www.corteva.com/privacy.html>; and for California residents, at <https://www.corteva.com/california-privacy-rights.html>. By providing personal information to Corteva, the Grower agrees to the terms and conditions of the Privacy Statement. Different Corteva websites and mobile applications have different purposes, uses and features, consequently, a specific privacy disclosure or statement may apply and each such privacy disclosure or statement supplements and amends the Corteva Privacy Statement.

5. TERM AND TERMINATION:

This Agreement, once signed by Grower and accepted by Corteva, will remain in effect until terminated or superseded. Grower or Corteva may terminate this Agreement at any time and for any reason by sending written notice of termination to the other party at the address specified in section A, B or D above. In addition to the foregoing, Corteva reserves the right to revoke Grower's right to use any Corteva Sourced Technologies upon notice to the Grower. In the case of termination by Grower, such notice of termination must include Grower's full name, address and license number. Upon termination of this Agreement or a license granted hereunder with respect to any Corteva Sourced Technology for any reason, (i) Grower shall terminate the use of all Seeds containing the particular Corteva Sourced Technology, which may require destruction; (ii) Grower shall return unused Seeds containing such Corteva Sourced Technology to Corteva at Grower's cost; and (iii) Grower will no longer have a right to purchase or use Seed containing such Corteva Sourced Technology. Notwithstanding the foregoing, Grower's obligations and Corteva's rights that arose under the Agreement prior to termination will continue in effect.

6. CORTEVA SOURCED TECHNOLOGY FEES:

Grower agrees to pay a designated Corteva entity or Corteva Licensee all applicable fees that are a part of, associated with or collected with the purchase and use of any Seed and/or Corteva Sourced Technology upon Corteva's payment terms then in effect. Corteva reserves the right to change from time to time the amount of and how it charges Corteva Sourced Technology fees. Grower shall pay interest to Corteva on any past-due fees at the rate of 1.5% per month (18% per annum) or the maximum amount permitted by law, whichever is less, from the applicable due date for such fees until paid. Any payments received by Corteva may be applied to unpaid fees, interest or other charges in Corteva's discretion.

7. LIMITATIONS OF WARRANTIES AND REMEDIES:

Corteva warrants that the Corteva Sourced Technology contained in the Purchased Seed licensed hereunder conforms to the written description(s) in the Update Notification(s) and on the packaging of the Purchased Seed when used in accordance with the directions and in compliance with this Agreement. This warranty applies only to the Corteva Sourced Technology contained in Purchased Seed.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

Because Corteva must have sufficient time to investigate any claim regarding the performance or non-performance of Purchased Seed and/or Corteva Sourced Technology, no claim can be asserted against Corteva unless Grower gives notice to Corteva within fifteen (15) days after Grower first observes indications that the performance of the Purchased Seed and/or Corteva Sourced Technology is not as warranted.

GROWER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS, INCLUDING, WITHOUT LIMITATION, CLAIMS ALLEGING STRICT LIABILITY OR NEGLIGENCE, SHALL BE LIMITED TO i) REPAYMENT OF THE AMOUNT OF THE PURCHASE PRICE OR ii) REPLACEMENT OF THE AFFECTED PURCHASED SEED. IN NO EVENT SHALL CORTEVA, ITS AFFILIATES, DEALERS OR LICENSEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH SEED AND/OR CORTEVA SOURCED TECHNOLOGY. CORTEVA AGRISCIENCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED AND MAKES NO STATEMENT WITH RESPECT TO THE ONGOING OR FUTURE REGULATORY STATUS, ACCEPTABILITY, SUPPLY OR AVAILABILITY OF A BIOTECH TRAIT OR TRAIT STACK, INSECTICIDE, FUNGICIDE OR HERBICIDE PRODUCT COMPATIBLE WITH CORTEVA SOURCED TECHNOLOGY, IN EACH CASE, CONTAINED IN THE PURCHASED SEED PRODUCT. THE TERMS OF THE SEED SALE ARE INDEPENDENT OF THE REGULATORY STATUS OF ANY TECHNOLOGY CONTAINED IN, OR PRODUCT FOR USE WITH, THE SEED PRODUCT INCLUDING PESTICIDE PRODUCTS, WHETHER MANUFACTURED AND/OR DISTRIBUTED BY CORTEVA OR ANY OTHER PARTY.

8. ADDITIONAL PROVISIONS:

Grower agrees to communicate all applicable terms, conditions and restrictions on Seed whether under this Agreement, a Guide, an Update Notification or otherwise to all persons and entities possessing or taking an interest in Grower's Seed and Grain therefrom.

Except as provided herein, notices to Grower or to Corteva shall be sent to the addresses specified in sections A, B or D above.

Grower agrees that should any information provided to Corteva herein change, Grower will promptly notify Corteva via section D above.

Nothing in this Agreement shall be construed as a grant or license from Corteva to the Grower for the use of any Corteva trademark. Grower is required to enter a separate trademark license from Corteva to use any Corteva trademark(s) including, but not limited to, those marks associated with trait, seed, technology or products.

Grower's rights under this Agreement may not be transferred or assigned to any other person, entity or third party without the prior written consent of Corteva.

This Agreement (including documents and updates incorporated herein pursuant to Article 3 hereof) constitutes the entire agreement between Grower and Corteva regarding the use of Purchased Seed and Corteva Sourced Technology. All prior agreements and understandings between Grower and Corteva with respect to Purchased Seed and Corteva Sourced Technology are hereby superseded.

If any provision in this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

The failure of Corteva or any Third-Party Technology providers to exercise one or more of its rights under this Agreement on one or more occasions shall not be deemed a waiver to exercise such right(s) on one or more subsequent occasions.

No class actions: Any dispute arising out of or relating to this Agreement may only be brought on an individual basis and may not be resolved on behalf of a class, as a private attorney-general, or in any other representative capacity. Grower shall not participate in or collect payment as a result of any class, collective, or other representative action of any kind against Corteva.

Jurisdiction and Governing Law: The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Iowa without regard to its choice of law provisions. THE PARTIES CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, CENTRAL DIVISION AND THE DISTRICT COURT OF THE COUNTY OF POLK, IOWA, FOR ALL CLAIMS AND DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE USE OF THE SEED OR THE TECHNOLOGY. THE PARTIES WAIVE ANY OBJECTION TO VENUE IN THE CENTRAL DIVISION OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, INCLUDING THOSE BASED, IN WHOLE OR IN PART, ON THE DIVISIONAL VENUE LOCAL RULE(S) OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA.

Grower and Corteva unconditionally waive any right to trial by jury in any action, proceeding or counterclaim in any way arising out of, or relating to, this Agreement.

Enforcement Costs: Grower agrees that Corteva and any owners of the patents covered by this Agreement shall be entitled to recover any costs or expenses, including, but not limited to, court costs or reasonable attorneys' fees, it incurs in enforcing its rights under this Agreement.

For further information or to view the current Technology Use Agreement, Update Notification or a Product Use Guide, go to www.traitstewardship.com or contact Corteva Agriscience at 1-877- 4-TRAITS (1-877-487-2487).



Zest™ WDG

HERBICIDE

Always follow grain marketing, stewardship practices and pesticide label directions in accordance with the Product Use Guide (PUG) or other product-specific stewardship requirements including grain marketing and pesticide label directions.

Corteva Agriscience is a member of Excellence Through Stewardship® (ETS). Corteva Agriscience products are commercialized in accordance with ETS Product Launch Stewardship Guidance and in compliance with the Corteva Agriscience policies regarding stewardship of those products. In line with these guidelines, our product launch process for responsible launches of new products includes a longstanding process to evaluate export market information, value chain consultations, and regulatory functionality. Growers and end-users must take all steps within their control to follow appropriate stewardship requirements and confirm their buyer's acceptance of the grain or other material being purchased. For more detailed information on the status of a trait or stack, please visit www.biotradestatus.com.

Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship.

Corteva Agriscience (or its chemical company partners) shall have no liability whatsoever for any losses or damages resulting from, or related to, or in connection with, (a) the use of incorrect herbicides applied to soybean products that contain the herbicide tolerant traits or (b) non-compliance with any of the other instructions set forth above, and all such liability is hereby expressly disclaimed by Corteva Agriscience and waived by you. If you have any questions on anything outlined in this document or would like additional information please contact your local sales representative.