

CONFIDENTIALITY AGREEMENT

This confidentiality agreement is dated February 4, 2020, and is between PIONEER HI-BRED INTERNATIONAL, INC., an Iowa corporation (“**Pioneer**”), and CONSIGLIO PER LA RICERCA IN AGRICOLTURA E L'ANALISI DELL'ECONOMIA AGRARIA, located in Italy (“**CREA**”).

Whereas, Pioneer is an affiliate of Corteva Agriscience™; and

Whereas, the parties want to hold discussions leading to the identification of targets for CRISPR-Cas genome editing in crops of interest to farmers in Italy (the “**Proposed Transaction**”). The parties anticipate that to assist the parties in determining whether to proceed with the Proposed Transaction, the parties will need to provide each other with confidential information.

Now, the parties therefore agree as follows:

For purposes of this agreement, the following definitions apply:

“**Confidential Information**” means information (other than Excluded Information) relating to the Proposed Transaction that a Disclosing Party discloses to the Receiving Party or is acquired during site or field access during the Disclosure Period.

“**Disclosure Period**” means, subject to section 1 hereof, the one (1) year time period from the Effective Date of this agreement.

“**Disclosing Party**” means a party (or its affiliate) providing Confidential Information under this agreement.

“**Effective Date**” means the date set forth in the first paragraph above.

“**Excluded Information**” means information that comes within any of the following categories, with the Receiving Party having the burden of establishing that any information constitutes Excluded Information:

- (a) information that is or becomes public other than as a result of breach of any obligation under this agreement;
- (b) information that, when it is disclosed, is already in the possession of the Receiving Party or any of its Representatives as the result of disclosure by a Person that was not then under an obligation to the Disclosing Party to keep that information confidential;
- (c) information that, after it is disclosed under this agreement, is disclosed to the Receiving Party or any of its Representatives by a Person that was not then under an obligation to the Disclosing Party to keep that information confidential; and
- (d) information that the Receiving Party develops independently before or after the Disclosing Party discloses equivalent information to Receiving Party and without incorporation of the Disclosing Party's information.

“**Government Body**” means (1) the government of a country or of a political subdivision of a country, (2) an instrumentality of any such government, (3) any other individual, entity, or organization authorized by law to perform any executive, legislative, judicial, regulatory, administrative, military, or police functions of any such government, or (4) an intergovernmental organization.

“**Person**” means an individual, a corporation, partnership, limited liability company, association, trust, unincorporated organization, or other legal entity or organization, or a Government Body.

“**Receiving Party**” means a party receiving Confidential Information under this agreement.

“**Representative**” means, as to an entity, any of that entity's directors, officers, employees, agents, consultants, advisors, and other representatives. In the case of Pioneer, Representative also includes employees of Pioneer's affiliates including but not limited to E.I. du Pont de Nemours and Company, and Corteva Agriscience™.

1. **Maintaining Confidentiality.** During the Disclosure Period and for five (5) years thereafter, the Receiving Party shall not (1) disclose Confidential Information except as contemplated in this agreement or (2) use Confidential Information other than for evaluating the Proposed Transaction.
2. **Permitted Disclosure.** Any individual to whom the Disclosing Party discloses Confidential Information in accordance with this agreement may disclose that Confidential Information only to Representatives of the Receiving Party who reasonably require that Confidential Information to evaluate the Proposed Transaction, on condition that the Receiving Party notifies that individual of the confidential nature of the Confidential Information and the relevant obligations under this agreement.
3. **Precautions Against Unauthorized Disclosure or Use.** The Receiving Party shall take and ensure its Representatives take precautions to prevent disclosure or use of Confidential Information other than as authorized in this agreement. Those precautions must be at least as effective as those taken by the Receiving Party to protect its own Confidential Information or those that would be taken by a reasonable person in the position of the Receiving Party, whichever are greater. If any one or more Representatives of the Receiving Party disclose or use Confidential Information other than as authorized in this agreement, the Receiving Party will be liable to the Disclosing Party for that disclosure or use to the same extent that it would have been had the Receiving Party disclosed or used that Confidential Information.
4. **Nondisclosure of Agreement.** During the Disclosure Period and thereafter until that information becomes public other than as a result of breach of this section 4, each party shall not disclose to any other Person the existence of this agreement and its terms and that the parties are exploring the Proposed Transaction, except to the extent disclosure is required by law, in which case that disclosure will not constitute a breach of the party in question's obligations under this section 4, on condition that it has complied with section 6, as if section 6 applied to that disclosure in addition to disclosure of Confidential Information.
5. **End of the Disclosure Period.** If the Disclosure Period ends without the Proposed Transaction having been consummated, the Receiving Party shall promptly (but in any event no later than thirty days after the end of the Disclosure Period) (i) return to the Disclosing Party all copies of Confidential Information that, upon disclosure, the Disclosing Party had instructed the Receiving Party to return at the end of the Disclosure Period and (ii) destroy all remaining copies of Confidential Information disclosed to the Receiving Party under this agreement.
6. **Disclosure Required by Law.**
 - (a) If any proceeding is brought to compel the Receiving Party or any of its Representatives to disclose Confidential Information or if the Receiving Party or any of its Representatives is otherwise required by law (including regulations promulgated by the Securities and Exchange Commission and the rules of a securities exchange or electronic quotation system) to disclose any Confidential Information, the Receiving Party shall do the following:
 - (i) unless by doing so the Receiving Party would violate any applicable law or an order of a Government Body, notify the Disclosing Party of that proceeding or that requirement, as the case may be, promptly after learning of it, taking into account for purposes of determining the Receiving Party's promptness any time constraints that the Disclosing Party would face in bringing a proceeding to prevent that disclosure or to protect the confidentiality of any Confidential Information that is disclosed; and
 - (ii) cooperate with the Disclosing Party in any action the Disclosing Party takes to prevent that disclosure or to protect the confidentiality of any Confidential Information that is disclosed.
 - (b) It will not constitute a breach of the Receiving Party's obligations under this agreement for the Receiving Party or any of its Representatives to disclose Confidential Information as required by applicable law, on condition that the Receiving Party has complied with its obligations under section 6(a) in connection with that disclosure.

7. **No Obligation to Proceed.** Until the parties enter into a definitive agreement for the Proposed Transaction, neither party will be required to proceed with the Proposed Transaction.
8. **No License.** The Disclosing Party's disclosure of Confidential Information will not constitute a grant to the Receiving Party or any of its Representatives of a license to, or any other interest in, any intellectual property of the Disclosing Party.
9. **Notices.**
 - (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (i) by hand, (ii) by a national transportation company (with all fees prepaid), or (iii) by registered or certified mail (return receipt requested and postage prepaid).
 - (b) A valid notice or other communication under this agreement will be effective when received by the party to which it is addressed.
 - (c) For a notice or other communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section 9.

To Pioneer: Pioneer Hi-Bred International, Inc.
P.O. Box 552
7250 NW 62nd Avenue
Johnston, IA, USA 50131-0552
Attn: Director, Technology Transfer and Licensing

To CREA: Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria
Via Po 14
Roma, Italy 00198
Attn: Head of the project management office

10. **Governing Law.** In the event of any dispute relating to this agreement or its non-fulfillment, the Parties shall consult each other and start a negotiation trying to find a good solution to the dispute recognizing their mutual interests. If the Parties should not be able to reach an agreement in a period of 45 days, subsequently, following a specific notification from one party to the other, any dispute will be resolved through administrative arbitration by the ICC International Chambre of Commerce in accordance with its International Arbitration Rules. If possible and in the feasible terms and upon mutual agreement between the Parties, the "Expedited Procedure" will be optional, that is the simplified procedure, with a single arbitrator, which will result in faster times and greater cost-effectiveness. Since the ICC Body has several offices, including one in London and one in Rome, the Arbitration will be held in Rome if CREA is the defendant party or in London if CORTEVA is the defendant party, so as not to create situations of advantage / disadvantage between the parties. The language used for the arbitration will be English."

Equitable Remedies. The Receiving Party acknowledges that because breach by the Receiving Party of any of its obligations under this agreement could cause irreparable harm for which damages would be an inadequate remedy, if any such breach occurs or is threatened the Disclosing Party will be entitled to seek an injunction, a restraining order, or any other equitable remedy.

12. **Entire Agreement.** This agreement constitutes the entire understanding between the parties as to the Proposed Transaction of this agreement and supersedes all other agreements, whether written or oral, between the parties.
13. **Amendments.** No amendment to this agreement will be effective unless it is in writing and signed by both parties.

14. **Severability.** The parties intend as follows:
- (a) that if any provision of this agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;
 - (b) that if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, the entire agreement will be held unenforceable;
 - (c) that if an unenforceable provision is modified or disregarded in accordance with this section 14, then the rest of the agreement will remain in effect as written; and
 - (d) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.
15. **Assignment.** Neither party may assign or otherwise transfer this agreement without the consent of the other, except that Pioneer may, without such consent, by written notice to the other party, assign or transfer all or a portion of this agreement to an affiliate or to any purchaser of all or substantially all of the assets in the line of business of Pioneer or E.I. du Pont de Nemours and Company to which this agreement pertains or in the case of a business reorganization. Upon any such assignment or transfer referred to in this section 15, the rights and obligations under this agreement shall be binding upon and inure to the benefit of said purchaser, successor in interest or other assignee.
16. **Term.** This agreement shall expire at the end of the Disclosure Period. Sections 1, 2, 3, 4, 6, and 15 shall survive expiration or termination of this agreement.
17. **Counterparts.** This agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, electronic signature, facsimile or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed agreement. In addition, this agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. §§ 7001 et. seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person.

The parties hereto have caused this agreement to be executed by their respective authorized representatives.

Pioneer Hi-Bred International, Inc.

Consiglio per la ricerca in agricoltura e l'analisi dell'economia agraria

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____