

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 24, 2026

Corteva, Inc.
EIDP, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
Delaware
(State or Other Jurisdiction
of Incorporation)

001-38710
001-00815
(Commission
File Number)

82-4979096
51-0014090
(IRS Employer
Identification No.)

9330 Zionsville Road, Indianapolis, Indiana
1000 N. West Street, Suite 900, Wilmington, Delaware
(Address of Principal Executive Offices)

46268
19801
(Zip Code)

Registrant's Telephone Number, including area code: (833) 267-8382

(Former Name or Former Address, if Changed Since Last Report)

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

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

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

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

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

Emerging growth company ☐

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

Item 8.01 Other Events.

Notes Offering

As previously disclosed, on October 1, 2025, Corteva, Inc. (“Corteva”) announced that its Board of Directors is pursuing a plan to separate Corteva into two independent, publicly traded companies, one comprising its current crop protection business with EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company) (“EIDP”) as a standalone business and the other comprising its current seed business to be owned and conducted, directly or indirectly, by Vylor Inc., a Delaware corporation and a wholly owned subsidiary of EIDP (the “Separation”).

In connection with the Separation, EIDP issued \$700,000,000 aggregate principal amount of senior notes due 2036 (the “notes”) in a private offering (the “Offering”).

The notes bear interest at a rate of 6.000% per year and mature on August 15, 2036. EIDP will pay interest on the notes on February 15 and August 15 of each year, with the first payment on February 15, 2027.

The issuance of the notes was not registered under the Securities Act of 1933, as amended (the “Securities Act”), or any state securities laws and the notes were not offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“Regulation S”)), except in transactions exempt from, or not subject to, the registration requirements of the Securities Act. The notes were offered and sold only to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A under the Securities Act and to certain non-U.S. persons in transactions outside the United States in reliance on Regulation S.

EIDP intends to use the net proceeds from the Offering for general corporate purposes, including the repayment of commercial paper borrowings.

Supplemental Indenture

The notes were issued pursuant to that certain Indenture, dated as of May 15, 2020 (the “Base Indenture”), between EIDP and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the “Trustee”), as supplemented by the Fifth Supplemental Indenture, dated as of September 24, 2026, between EIDP and the Trustee (the “Fifth Supplemental Indenture” and, together with the Base Indenture, the “Indenture”). The Indenture provides for customary events of default, which, if any of them occurs, may cause the principal of and accrued interest on the notes to become, or to be declared, due and payable. Events of default include, among others, nonpayment of principal or interest, breach of other covenants or agreements in the Indenture and certain events of bankruptcy or insolvency.

The Indenture also provides for customary redemption provisions as well as a special mandatory redemption provision (the “SMR”) that will require EIDP to redeem the notes at a redemption price of 101% of the aggregate principal amount of the notes, plus accrued and unpaid interest thereon, if the Separation is not completed. EIDP’s failure to redeem the notes pursuant to the SMR, if applicable, will constitute an event of default under the Indenture. The SMR will no longer apply to the notes upon completion of the Separation.

This summary does not purport to be complete and is qualified in its entirety by reference to the Base Indenture and the Fifth Supplemental Indenture. A copy of the Fifth Supplemental Indenture is filed as Exhibit 4.1 and incorporated by reference herein.

Registration Rights Agreement

EIDP has entered into a Registration Rights Agreement, dated September 24, 2026, among EIDP and Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC and BofA Securities, Inc., as representatives of the initial purchasers of the notes, pursuant to which EIDP has agreed to file with the Securities and Exchange Commission a registration statement with respect to an exchange offer for the notes or a shelf registration statement for the resale of the notes within 366 days from the completion of the Separation.

This summary does not purport to be complete and is qualified in its entirety by reference to the Registration Rights Agreement. A copy of the Registration Rights Agreement is filed as Exhibit 99.1 hereto and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are filed as part of this report:

<u>Exhibit #</u>	<u>Description</u>
4.1	<u>Fifth Supplemental Indenture, dated as of September 24, 2026, between EIDP, Inc. and U.S. Bank Trust Company, National Association, as trustee.</u>
99.1	<u>Registration Rights Agreement, dated as of September 24, 2026, among EIDP, Inc. and Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC and BofA Securities, Inc.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Date: September 24, 2026

CORTEVA, INC.

By: /s/ David P. Johnson
Name: David P. Johnson
Title: Executive Vice President, Chief Financial Officer

Date: September 24, 2026

EIDP, INC.

By: /s/ David P. Johnson
Name: David P. Johnson
Title: Executive Vice President, Chief Financial Officer

EIDP, INC.

6.000% Senior Notes due 2036

FIFTH SUPPLEMENTAL INDENTURE

Dated as of September 24, 2026

to

INDENTURE

Dated as of May 15, 2020

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
(as successor in interest to U.S. Bank National Association)

Trustee

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EXHIBIT A – Form of Global Note

EXHIBIT B – Form of Restricted Securities Legend

EXHIBIT C – Regulation S Certificate

EXHIBIT D – Rule 144A Certificate

FIFTH SUPPLEMENTAL INDENTURE, dated as of September 24, 2026 (this “Supplemental Indenture”), between EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company), a Delaware corporation (the “Company”), and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), a national banking association, as trustee (the “Trustee”).

WITNESSETH

WHEREAS, the Company executed and delivered to the Trustee the Indenture, dated as of May 15, 2020 (the “Base Indenture” and, as supplemented by this Supplemental Indenture, the “Indenture”), between the Company and the Trustee, providing for the issuance by the Company from time to time of one or more series of its debt securities (the “Securities”);

WHEREAS, the Base Indenture provides, among other things, that by means of a supplemental indenture, the Company and the Trustee may, without the consent of Holders, establish the form, title and terms of Securities of any series in accordance with the Base Indenture;

WHEREAS, On October 1, 2025, Corteva, Inc. (“Corteva”), the parent of the Company, announced that its board of directors unanimously approved a plan to separate into two independent, publicly traded companies, one comprising the crop protection business (the “Crop Protection Business”) and the other being the Vylor Inc., a Delaware corporation (“Vylor”), which would hold the seed business (the “Seed Business”) (the “Separation”).

WHEREAS, pursuant to a Separation and Distribution Agreement (the “Separation and Distribution Agreement”) to be entered into by and among Corteva, Vylor and, solely for certain purposes, the Company, the Separation will occur on October 1, 2026 or such other date as shall be agreed among the parties thereto (the “Effective Time”).

WHEREAS, pursuant to the terms of the Base Indenture and in connection with capitalization plans related to the Separation, the Company desires to establish a new series of Securities under the Base Indenture to be designated as the “6.000% Senior Notes due 2036” (the “Initial Notes”), substantially in the form attached hereto as Exhibit A and on the terms set forth herein, together with any Exchange Notes (as defined in Appendix A hereto) issued therefor as provided herein (the “Exchange Notes” and, together with the Initial Notes, the “Notes”);

WHEREAS, the form, title and terms of the Notes shall be set forth in this Supplemental Indenture in accordance with the terms of the Base Indenture;

WHEREAS, the Board of Directors of the Company, pursuant to the Unanimous Written Consent, dated August 5, 2026, has duly authorized the issuance of the Notes and has authorized the proper officers of the Company to execute and deliver any and all instruments and documents necessary or advisable to effect such issuance;

WHEREAS, this Supplemental Indenture is being entered into pursuant to Sections 3.01 and 14.01 of the Base Indenture; and

WHEREAS, all acts and things necessary to make this Supplemental Indenture a valid agreement according to its terms, and to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been done and performed, and the execution of this Supplemental Indenture and the issuance hereunder of the Notes has been duly authorized in all respects.

NOW THEREFORE, in consideration of the premises and the purchase of the Notes by the Holders thereof, and for the purpose of setting forth, as provided in the Base Indenture, the forms, titles and terms of the Notes, the Company covenants and agrees with the Trustee, as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;
- (b) each term defined in the Base Indenture has the same meaning when used in this Supplemental Indenture; provided, however, that if a term is defined both herein and in the Base Indenture, the definition in this Supplemental Indenture shall govern with respect to the Notes;
- (c) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision; and
- (d) references to “Article” or “Section” or other subdivisions herein are references to an Article, Section or other subdivisions of this Supplemental Indenture.

SECTION 1.01. Definition of Terms. Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes of this Supplemental Indenture have the meanings hereinafter set forth:

Base Indenture:

The term “Base Indenture” has the meaning specified in the recitals of this Supplemental Indenture.

Below Investment Grade Rating Event:

The term “Below Investment Grade Rating Event” means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day

period shall be extended so long as the rating of such Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agency or Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

Business Day:

The term “Business Day” means any day, other than a Saturday or Sunday, that is not a day on which banking institutions are authorized or required by law or regulation to close in the City of New York.

Change of Control:

The term “Change of Control” means the occurrence of any of the following:

(i) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation and other than in connection with the Separation and any transfers of assets by the Company related thereto), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any Person or Group other than the Company or one of its subsidiaries;

(ii) the approval by the holders of the Company’s voting stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture); or

(iii) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding voting interests in the Company’s capital stock.

Notwithstanding the foregoing, none of the transactions relating to the Separation shall be considered a Change of Control.

Change of Control Offer:

The term “Change of Control Offer” has the meaning specified in Section 5.01(a) of this Supplemental Indenture.

Change of Control Payment:

The term “Change of Control Payment” has the meaning specified in Section 5.01(a) of this Supplemental Indenture.

Change of Control Payment Date:

The term “Change of Control Payment Date” has the meaning specified in Section 5.01(b) of this Supplemental Indenture.

Change of Control Triggering Event:

The term “Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

Company:

The term “Company” has the meaning specified in the preamble of this Supplemental Indenture.

Corteva:

The term “Corteva” has the meaning specified in the recitals of this Supplemental Indenture.

Crop Business:

The term “Crop Business” has the meaning specified in the recitals of this Supplemental Indenture.

Effective Time:

The term “Effective Time” has the meaning specified in the recitals of this Supplemental Indenture.

Exchange Act:

The term “Exchange Act” means the United States Securities Exchange Act of 1934, and the rules and regulations promulgated by the SEC thereunder and any statute successor thereto, in each case as amended from time to time.

Exchange Notes:

The term “Exchange Notes” has the meaning specified in the recitals of this Supplemental Indenture.

Fitch:

The term “Fitch” means Fitch Ratings Inc. and its successors.

Group:

The term “Group” means a group of related persons for purposes of Section 13(d) of the Exchange Act.

Indenture:

The term “Indenture” has the meaning specified in the recitals of this Supplemental Indenture.

Initial Notes:

The term “Initial Notes” has the meaning specified in the recitals of this Supplemental Indenture.

Investment Grade Rating:

The term “Investment Grade Rating” means, with respect to Fitch, a rating equal to or higher than BBB- (or its equivalent under any successor rating categories of Fitch), with respect to Moody’s, a rating equal to or higher than Baa3 (or its equivalent under any successor rating categories of Moody’s) and, with respect to S&P, BBB- (or its equivalent under any successor rating categories of S&P), or, if the Notes are not then rated by Fitch, Moody’s or S&P, an equivalent investment grade credit rating by any additional Rating Agency or Rating Agencies selected by the Company.

Issue Date:

The term “Issue Date” means September 24, 2026.

Moody’s:

The term “Moody’s” means Moody’s Ratings and its successors.

Notes:

The term “Notes” has the meaning specified in the recitals of this Supplemental Indenture.

Paying Agent:

The term “Paying Agent” means the Trustee or any other Person authorized by the Company to pay the principal of or interest on the Notes on behalf of the Company.

Person:

The term “Person” has the meaning assigned to it in the Base Indenture and includes a “person” as used in Section 13(d)(3) of the Exchange Act.

Rating Agencies:

The term “Rating Agencies” means (i) each of Fitch, Moody’s and S&P; and (ii) if any of Fitch, Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company’s control, a credit rating agency registered as a “nationally recognized statistical rating organization” with the SEC, selected by the Company as a replacement agency for Fitch, Moody’s or S&P, or all of them, as the case may be.

Regular Record Date:

The term “Regular Record Date” has the meaning specified in Section 2.04 of this Supplemental Indenture.

S&P:

The term “S&P” means S&P Global Ratings and its successors.

SEC:

The term “SEC” means the U.S. Securities and Exchange Commission.

Securities:

The term “Securities” has the meaning specified in the recitals of this Supplemental Indenture.

Securities Act:

The term “Securities Act” means the United States Securities Act of 1933, and the rules and regulations promulgated by the SEC thereunder and any statute successor thereto, in each case as amended from time to time.

Seed Business:

The term “Seed Business” has the meaning specified in the recitals of this Supplemental Indenture.

Separation:

The term “Separation” has the meaning specified in the recitals of this Supplemental Indenture.

Separation and Distribution Agreement:

The term “Separation and Distribution Agreement” has the meaning specified in the recitals of this Supplemental Indenture.

Special Mandatory Redemption:

The term “Special Mandatory Redemption” has the meaning set forth in Section 4.01 of this Supplemental Indenture.

Special Mandatory Redemption Date:

The term “Special Mandatory Redemption Date” has the meaning set forth in Section 4.02 of this Supplemental Indenture.

Special Mandatory Redemption End Date:

The term “Special Mandatory Redemption End Date” has the meaning set forth in Section 4.01 of this Supplemental Indenture.

Special Mandatory Redemption Event

The term “Special Mandatory Redemption Event” has the meaning set forth in Section 4.01 of this Supplemental Indenture.

Special Mandatory Redemption Notice Date:

The term “Special Mandatory Redemption Notice Date” has the meaning set forth in Section 4.02 of this Supplemental Indenture.

Special Mandatory Redemption Price:

The term “Special Mandatory Redemption Price” has the meaning set forth in Section 4.01 of this Supplemental Indenture.

Trustee:

The term “Trustee” has the meaning specified in the preamble of this Supplemental Indenture.

ARTICLE II**GENERAL TERMS OF THE NOTES****SECTION 2.01. Designation and Principal Amount.**

(a) There is hereby authorized and established a new series of Securities under the Base Indenture, designated as the “6.000% Senior Notes due 2036,” which is not limited in aggregate principal amount.

(b) There are initially to be authenticated and delivered \$700,000,000 aggregate principal amount of the Notes.

(c) The Notes will constitute senior, unsecured and unsubordinated indebtedness of the Company and will rank pari passu in right of payment with all other unsecured and unsubordinated indebtedness of the Company from time to time outstanding.

SECTION 2.02. Further Issues. Notwithstanding the initial aggregate principal amount set forth in Section 2.01(b) of this Supplemental Indenture, the Company may, from time to time without the consent of the Holders of the Notes, issue additional notes hereunder having the same ranking, interest rate, maturity and other terms as the previously issued Notes, except for the issue date and, under certain circumstances, the public offering price and the initial Interest Payment Date. Any additional notes having such similar terms, together with the previously issued Notes, will constitute a single series of Securities under the Indenture; provided, however, that, in the event that additional notes are not fungible with the previously issued Notes for U.S. federal income tax purposes, the Company shall cause such additional notes to be issued with a separate CUSIP number or other applicable identifying number so that they are distinguishable from such previously issued Notes. No additional notes may be issued if an Event of Default has occurred and is continuing with respect to the Notes.

SECTION 2.03. Maturity. The Notes will mature on August 15, 2036.

SECTION 2.04. Interest. The Notes will bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Issue Date or the most recent Interest Payment Date to which interest has been paid or duly provided for at the rate of 6.000% per annum, payable semiannually in arrears on February 15 and August 15 of each year, commencing on February 15, 2027 to the person in whose name the note is registered at the close of business on the immediately preceding February 1 and August 1, respectively (whether or not a Business Day) (each, a “Regular Record Date”).

SECTION 2.05. Global Securities. The Notes will initially be issued in the form of one or more permanent Global Securities in definitive, fully registered form.

SECTION 2.06. Form of Notes; Denomination. Provisions relating to the Initial Notes and the Exchange Notes are set forth in Appendix A, which is hereby incorporated in and expressly made part of this Supplemental Indenture. The Notes and the Trustee’s certificate of authentication to be endorsed thereon are to be substantially in the form set forth in Exhibit A hereto. The Notes shall be issued and may be transferred only in minimum denominations of \$2,000 or any integral multiple of \$1,000 in excess thereof.

SECTION 2.07. Depository. DTC will initially act as Depository with respect to the Notes (the “Depository”).

ARTICLE III
OPTIONAL REDEMPTION

SECTION 3.01. Optional Redemption. The Notes shall be redeemable at the option of the Company as set forth under the heading “Optional Redemption” in the form of security set forth in Exhibit A hereto.

SECTION 3.02. Applicability of Certain Redemption Provisions in Base Indenture. The provisions of Article IV of the Base Indenture shall be applicable to any redemption of the Notes pursuant to this Article III.

SECTION 3.03. Selection of Notes for Partial Redemption. Notwithstanding Section 4.02 of the Base Indenture, selection of the Notes for partial redemption will be made on a pro rata basis, by lot or by such other method as the Trustee deems fair and appropriate; provided that, for so long as the Notes are held in global form, any such selection shall be made in accordance with the applicable procedures of DTC.

ARTICLE IV
SPECIAL MANDATORY REDEMPTION

SECTION 4.01. Special Mandatory Redemption. If (i) the Separation is not consummated on the Effective Time (the “Special Mandatory Redemption End Date”), or (ii) at any time prior to the Special Mandatory Redemption End Date, the Separation and Distribution Agreement has been terminated in accordance with its terms (each, a “Special Mandatory Redemption Event”), the provisions set forth in this Article IV will be applicable to the Notes. If a Special Mandatory Redemption Event occurs, the Company will be required to redeem the Notes (the “Special Mandatory Redemption”) in the manner set forth in Section 4.02 below in whole and not in part for cash at a special mandatory redemption price (the “Special Mandatory Redemption Price”) equal to 101% of the aggregate principal amount of the Notes, plus accrued and unpaid interest, if any, to, but excluding, the Special Mandatory Redemption Date (subject to the right of Holders of record of the Notes on the relevant record date to receive interest due on any applicable interest payment date that is on or prior to the Special Mandatory Redemption Date).

SECTION 4.02. Mandatory Redemption Notice. Upon the occurrence of a Special Mandatory Redemption Event, the Company will promptly (but in no event later than ten Business Days following such Special Mandatory Redemption Event) notify the Trustee in writing of such event (such notice to include the Officer’s Certificate), and the Trustee shall, no later than ten Business Days following receipt of such notice from the Company, notify the Holders of the Notes (such date of notification to such Holders, the “Special Mandatory Redemption Notice Date”) that all of the outstanding Notes will be redeemed at the Special Mandatory Redemption Price on the third Business Day following the Special Mandatory Redemption Notice Date (such date, the “Special Mandatory Redemption Date”) automatically and without any further action by the Holders of the Notes, in each case in accordance with the applicable provisions of this Indenture. At or prior to 12:00 p.m., New York City time, on the Business Day immediately preceding the Special Mandatory Redemption Date, the Company will deposit with the Trustee funds sufficient to pay the Special Mandatory Redemption Price for the Notes. If such deposit is made as provided above, the Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

SECTION 4.03. Event of Default. If the Company fails to pay the Special Mandatory Redemption Price for the Notes, as the case may be, on the Special Mandatory Redemption Date in accordance with the terms as set forth in this Article IV, it shall constitute an Event of Default with respect to the Notes under the meaning of Section 7.01 of the Original Indenture.

SECTION 4.04. Completion of the Separation. Upon the completion of the Separation, the Special Mandatory Redemption provisions in this Article IV will cease to apply.

ARTICLE V

CHANGE OF CONTROL

SECTION 5.01. Change of Control.

(a) If a Change of Control Triggering Event occurs with respect to the Notes, unless the Company has exercised its option to redeem such Notes in accordance with Section 3.01 or Section 4.01 of this Supplemental Indenture, the Holders of such Notes will have the right to require the Company to repurchase all or any part (equal to \$2,000 or any integral multiple of \$1,000 in excess thereof) of their Notes pursuant to an offer described in this Section 5.01 (the “Change of Control Offer”). In the Change of Control Offer, the Company will be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased to, but excluding, the date of purchase (the “Change of Control Payment”).

(b) Within 30 days following any Change of Control Triggering Event with respect to the Notes or, at the Company’s option, prior to a Change of Control but after the public announcement of the pending Change of Control, the Company shall mail, or cause to be mailed, or otherwise deliver in accordance with the applicable procedures of DTC, a notice to Holders of such Notes and the Trustee describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase such Notes on the date specified in the notice, which date will be no earlier than 10 days and (unless delivered in advance of the occurrence of such Change of Control Triggering Event) no later than 60 days from the date such notice is mailed or delivered (the “Change of Control Payment Date”), pursuant to the procedures required herein and described in such notice. The notice shall, if mailed or otherwise delivered prior to the date of consummation of the Change of Control, state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

(c) On the Change of Control Payment Date, the Company shall, to the extent lawful: (i) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer; (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and (iii) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

(d) The Paying Agent shall promptly pay to each Holder of Notes properly tendered the purchase price for such Notes, and the Trustee shall promptly authenticate and mail or otherwise deliver in accordance with the applicable procedures of DTC, to each such Holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; provided that each new Note shall be in a principal amount of \$2,000 or any integral multiple of \$1,000 in excess thereof.

(e) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 5.01, the Company shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 5.01 by virtue of such conflicts.

(f) The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event with respect thereto if (i) a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company, and such third party purchases all Notes properly tendered and not withdrawn under its offer or (ii) a notice of redemption for all outstanding Notes has been given previous to, or concurrently with, the Change of Control in accordance with Section 3.01 or Section 4.01 of this Supplemental Indenture unless and until there is a default in payment of the applicable redemption price.

(g) If Holders of not less than 90% in aggregate principal amount of outstanding Notes validly tender and do not withdraw such Notes in connection with a Change of Control Triggering Event and the Company, or any third party making a repurchase offer in lieu of the Company as described in Section 5.01(f) of this Supplemental Indenture, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party will have the right, upon not less than 10 days' nor more than 60 days' prior notice, provided that such notice is given not more than 30 days following such repurchase date pursuant to the repurchase offer described in this Section 5.01, to redeem all Notes that remain outstanding following such repurchase date on a date and at a price in cash equal to the repurchase price described in this Section 5.01.

ARTICLE VI COVENANTS

SECTION 6.01. Limitation on Liens. Section 6.04 of the Base Indenture shall be applicable to the Notes.

SECTION 6.02. Sale and Leaseback Transactions. Section 6.05 of the Base Indenture shall be applicable to the Notes.

SECTION 6.03. Merger, Consolidation and Sale of Assets. Section 6.06 of the Base Indenture shall be applicable to the Notes, except that paragraph (a) of Section 6.06 is amended and restated as follows:

(a) The Company will not consolidate with any other Person or permit a merger of any other Person into the Company or permit the Company to be merged into any other Person, or sell, convey, transfer or lease all or substantially all its assets to another Person, unless (i) either the Company shall be the continuing entity or the successor, transferee or lessee entity (if other than the Company) shall expressly assume, by indenture supplemental hereto, executed and delivered by such Person prior to or simultaneously with such consolidation, merger, sale, conveyance, transfer or lease, the due and punctual payment of the principal of and interest and premium, if any, on all the Securities, according to their tenor, and the due and punctual performance and observance of all other obligations to the Holders and the Trustee under the Securities to be performed or observed by the Company and (ii) immediately after such consolidation, merger, sale, conveyance, transfer or lease, the Company or the successor, transferee or lessee entity (if other than the Company) would not be in Default in the performance of any covenant or condition of this Indenture; provided, that this covenant shall not apply to transactions effected in connection with the Separation and any transfers of assets by the Company related thereto.

SECTION 6.04. Rule 144A Information. Prior to the consummation of the Exchange Offer (as defined in Appendix A hereto), for so long as the Notes constitute “restricted securities” within the meaning of Rule 144 under the Securities Act, the Company shall, upon request, make available to any Holder or beneficial owner of such Notes, or to any prospective purchaser of such Notes designated by such Holder or beneficial owner, the information specified in Rule 144A(d)(4) under the Securities Act, unless the Company furnishes such information to the SEC pursuant to Section 14 or 15(d) of the Exchange Act.

ARTICLE VII

EVENTS OF DEFAULT

SECTION 7.01. Events of Default. Section 7.01 of the Base Indenture shall be applicable to the Notes.

ARTICLE VIII

AMENDMENT, SUPPLEMENT AND WAIVER

SECTION 8.01. Without the Consent of Holders. Section 14.01 of the Base Indenture shall be applicable to the Notes.

SECTION 8.02. With the Consent of Holders. Section 14.02 of the Base Indenture shall be applicable to the Notes.

ARTICLE IX

SATISFACTION AND DISCHARGE; DEFEASANCE

SECTION 9.01. Satisfaction and Discharge of Indenture. Section 12.02 of the Base Indenture shall be applicable to the Notes.

SECTION 9.02. Defeasance and Covenant Defeasance upon Deposit of Moneys or U.S. Government Obligations. Section 12.03 of the Base Indenture shall be applicable to the Notes. If the Company exercises its “covenant defeasance” option in accordance with Section 12.03 of the Base Indenture, in addition to any covenants specified therein, the Company shall cease to be under any obligation to comply with the covenants set forth in Sections 5.01, 6.01, 6.02, 6.03 and 6.04 of this Supplemental Indenture.

ARTICLE X

MISCELLANEOUS

SECTION 10.01. Ratification of Base Indenture. The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided; provided that the provisions of this Supplemental Indenture apply solely with respect to the Notes. The rights, privileges, immunities, benefits, protections and indemnities provided to the Trustee under the Base Indenture shall apply to any action or inaction of the Trustee (acting in any capacity hereunder) in connection herewith, including in connection with the execution and delivery of this Supplemental Indenture.

SECTION 10.02. Trust Indenture Act Controls. If and to the extent that any provision of this Supplemental Indenture limits, qualifies or conflicts with the duties imposed by, or another provision included in the Indenture which is required to be included in the Indenture by any of the provisions of Sections 310 to 318, inclusive, of the Trust Indenture Act, such imposed duties or incorporated provision shall control.

SECTION 10.03. Effects of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 10.04. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the parties hereto shall bind their respective successors and assigns and inure to the benefit of their permitted successors and assigns, whether so expressed or not.

SECTION 10.05. Separability Clause. In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10.06. Benefits of the Supplemental Indenture. Nothing in this Supplemental Indenture expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or to give to, any Person or corporation other than the parties hereto and their successors and the Holders of the Notes any benefit or any right, remedy or claim under or by reason of this Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all covenants, conditions, stipulations, promises and agreements in this Supplemental Indenture contained shall be for the sole and exclusive benefit of the parties hereto and their successors and of the Holders of the Notes.

SECTION 10.07. Counterpart Originals. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic format (i.e., “pdf”, “tif” or “jpg”) transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (i.e., “pdf”, “tif” or “jpg”) shall be deemed to be their original signatures for all purposes.

Anything in the Base Indenture, the Notes or this Supplemental Indenture to the contrary notwithstanding, the words “execution,” “signed,” “signature,” and words of like import in the Base Indenture, the Notes or this Supplemental Indenture or in any other certificate, agreement or document related the Base Indenture, the Notes or this Supplemental Indenture shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. For the avoidance of doubt, the Notes may be executed or authenticated by electronic signatures, and the keeping of records in electronic form, are hereby authorized, and each shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as the case may be.

SECTION 10.08. Governing Law; Waiver of Jury Trial. This Supplemental Indenture and the Notes shall be deemed to be contracts made under the law of the State of New York, and for all purposes shall be governed by and construed in accordance with the law of said State.

EACH PARTY HERETO, AND EACH HOLDER OF A NOTE BY ACCEPTANCE THEREOF, HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SUPPLEMENTAL INDENTURE.

SECTION 10.09. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, pandemics, epidemics, recognized public emergencies, quarantine restrictions, civil or military disturbances, nuclear or natural catastrophes or acts of God, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services and hacking, cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to prevent and prepare for such disruptions and to resume performance as soon as practicable under the circumstances.

SECTION 10.10. U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. PATRIOT Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Supplemental Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. PATRIOT Act.

SECTION 10.11. Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company.

SECTION 10.12. No Recourse Against Certain Persons. Subsequent to the Separation, Holders of the Notes will have no recourse (whether legal, equitable or otherwise, including without limitation, any right of attachment, judgment or levy or any recourse to the proceeds from any sale or other disposition thereof) against Vylor, which will then hold the Seed Business, and/or its respective subsidiaries (including its assets or equity and that of its subsidiaries), or the Trustee.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

EIDP, INC.

by /s/ Laurie A. Conslato
Name: Laurie A. Conslato
Title: Vice President and Treasurer

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

by /s/ Mark DiGiacomo
Name: Mark DiGiacomo
Title: Vice President

[Signature Page to Fifth Supplemental Indenture]

PROVISIONS RELATING TO INITIAL NOTES AND EXCHANGE NOTES

Section 1.1. Definitions.

For the purposes of this Appendix A the following terms shall have the meanings indicated below. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Indenture. To the extent terms defined herein differ from the Indenture the terms defined herein will govern.

“**Additional Interest**” means additional interest owed to the Holders pursuant to a Registration Rights Agreement.

“**Additional Notes**” means any Notes of any series issued under the Indenture in addition to the Original Notes of such series, including any Exchange Notes issued in exchange for such Additional Notes, having the same terms in all respects as the Original Notes of such series, or in all respects except with respect to interest paid or payable on or prior to the first interest payment date after the issuance of such Additional Notes.

“**Agent Member**” means a member of, or a participant in, the Depositary.

“**Certificated Note**” means a Note in registered individual form without interest coupons.

“**Exchange Notes**” means the Notes of any series issued pursuant to the Indenture in exchange for, and in an aggregate principal amount equal to, the Initial Notes or any Initial Additional Notes of such series, in compliance with the terms of a Registration Rights Agreement and containing terms substantially identical to the Initial Notes or any Initial Additional Notes of such series (except that (i) such Exchange Notes will be registered under the Securities Act and will not be subject to transfer restrictions or bear the Restricted Legend, and (ii) the provisions relating to Additional Interest will be eliminated).

“**Exchange Offer**” means “Exchange Offer” as defined in the Registration Rights Agreement dated on or about the Issue Date between the Company and the Initial Purchasers party thereto with respect to the Initial Notes.

“**Global Note**” means a Note in registered global form without interest coupons.

“**Holder**” or “**Noteholder**” means the registered holder of any Note.

“**Initial Additional Notes**” means Additional Notes issued in an offering not registered under the Securities Act and any Notes issued in replacement thereof, but not including any Exchange Notes issued in exchange therefor.

“**Initial Notes**” means the Notes of any series issued on the Issue Date in an offering not registered under the Securities Act and any Notes issued in replacement thereof, but not including any Exchange Notes issued in exchange therefor.

“**Initial Purchasers**” means the initial purchasers party to a purchase agreement with the Company relating to the sale of the Notes or Additional Notes by the Company.

“**Notes**” has the meaning assigned to such terms in the Recitals of this Supplemental Indenture.

“**Offshore Global Note**” means a Global Note representing Notes issued and sold pursuant to Regulation S.

“**Original Notes**” means the Initial Notes of any series and any Exchange Notes issued in exchange therefor.

“**Registration Rights Agreement**” means (i) the Registration Rights Agreement dated on or about the Issue Date between the Company and the Initial Purchasers party thereto with respect to the Initial Notes and (ii) with respect to any Initial Additional Notes, any registration rights agreements between the Company and the Initial Purchasers party thereto relating to rights given by the Company to the purchasers of Initial Additional Notes to register such Initial Additional Notes or exchange them for Exchange Notes.

“**Regulation S**” means Regulation S under the Securities Act.

“**Regulation S Certificate**” means a certificate substantially in the form of Exhibit D hereto.

“**Restricted Legend**” means the legend set forth in Exhibit C hereto.

“**Restricted Period**” means the period beginning on the date hereof and ending 40 days thereafter.

“**Rule 144A**” means Rule 144A under the Securities Act.

“**Rule 144A Certificate**” means (i) a certificate substantially in the form of Exhibit E hereto or (ii) a written certification addressed to the Company and the Trustee to the effect that the Person making such certification (x) is acquiring such Note (or beneficial interest) for its own account or one or more accounts with respect to which it exercises sole investment discretion and that it and each such account is a qualified institutional buyer within the meaning of Rule 144A, (y) is aware that the transfer to it or exchange, as applicable, is being made in reliance upon the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A and (z) acknowledges that it has received such information regarding the Company as it has requested pursuant to Rule 144A(d)(4) or has determined not to request such information.

“**U.S. Global Note**” means a Global Note that bears the Restricted Legend representing Notes issued and sold pursuant to Rule 144A.

Section 2.1. Restricted Legend. (a) Except as otherwise provided in paragraph (c), each Global Note representing Notes originally sold by the Initial Purchasers in accordance with Rule 144A will bear the Restricted Legend.

(b) Except as otherwise provided in paragraph (c), Section 2.2(b)(3), (b)(5) or (c) or Section 2.3(b)(4), each Certificated Note will bear the Restricted Legend.

(c) (1) If the Company determines (upon the advice of counsel and such other certifications and evidence as the Company may reasonably require) that a Note is eligible for resale pursuant to Rule 144 under the Securities Act (or a successor provision) without the need for current public information and that the Restricted Legend is no longer necessary or appropriate in order to ensure that subsequent transfers of the Note (or a beneficial interest therein) are effected in compliance with the Securities Act or (2) after an Initial Note or any Initial Additional Note is (x) sold pursuant to an effective registration statement under the Securities Act, pursuant to the Registration Rights Agreement or otherwise or (y) validly tendered for exchange into an Exchange Note pursuant to an Exchange Offer, the Company may instruct the Trustee to cancel the Note and issue to the Holder thereof (or to its transferee) a new Note of like tenor and amount, registered in the name of the Holder thereof (or its transferee), that does not bear the Restricted Legend, and the Trustee will comply with such instruction.

(d) By its acceptance of any Note bearing the Restricted Legend (or any beneficial interest in such a Note), each Holder thereof and each owner of a beneficial interest therein acknowledges the restrictions on transfer of such Note (and any such beneficial interest) set forth in this Indenture and in the Restricted Legend and agrees that it will transfer such Note (and any such beneficial interest) only in accordance with the Indenture and such legend.

Section 2.2. Restrictions on Transfer and Exchange. (a) The transfer or exchange of any Note (or a beneficial interest therein) may only be made in accordance with this Section and Section 2.3 and, in the case of a Global Note (or a beneficial interest therein), the applicable policies and procedures of the Depositary. Any purported transfer or exchange that does not comply with the preceding sentence shall be void.

(b) Subject to paragraph (c), the transfer or exchange of any Note (or a beneficial interest therein) of the type set forth in column A below for a Note (or a beneficial interest therein) of the type set forth opposite in column B below may only be made in compliance with the certification requirements (if any) described in the clause of this paragraph set forth opposite in column C below.

<i>A</i>	<i>B</i>	<i>C</i>
U.S. Global Note	U.S. Global Note	(1)
U.S. Global Note	Offshore Global Note	(1)
U.S. Global Note	Certificated Note	(3)
Offshore Global Note	U.S. Global Note	(1)
Offshore Global Note	Offshore Global Note	(1)
Offshore Global Note	Certificated Note	(5)
Certificated Note	U.S. Global Note	(4)
Certificated Note	Offshore Global Note	(2)
Certificated Note	Certificated Note	(3)

- (1) No certification is required; such transfer or exchange is subject to the applicable policies and procedures of the Depositary.
- (2) The Person requesting the transfer or exchange must deliver or cause to be delivered to the Company and the Trustee a duly completed Regulation S Certificate; *provided* that if the requested transfer or exchange is made by the Holder of a Certificated Note that does not bear the Restricted Legend, then no certification is required.
- (3) The Person requesting the transfer or exchange must deliver or cause to be delivered to the Company and the Trustee (x) a duly completed Rule 144A Certificate or (y) a duly completed Regulation S Certificate and/or an Opinion of Counsel and such other certifications and evidence as the Company may reasonably require in order to determine that the proposed transfer or exchange is being made in compliance with the Securities Act and any applicable securities laws of any state of the United States; *provided* that if the requested transfer or exchange is made by the Holder of a Certificated Note that does not bear the Restricted Legend, then no certification is required. In the event that (i) the requested transfer or exchange takes place after the Restricted Period and a duly completed Regulation S Certificate is delivered to the Company and the Trustee or (ii) a Certificated Note that does not bear the Restricted Legend is surrendered for transfer or exchange, upon transfer or exchange the Trustee will deliver a Certificated Note that does not bear the Restricted Legend.
- (4) The Person requesting the transfer or exchange must deliver or cause to be delivered to the Company and the Trustee a duly completed Rule 144A Certificate.
- (5) If the requested transfer or exchange takes place during the Restricted Period, the person requesting the transfer or exchange must deliver or cause to be delivered to the Company and the Trustee a duly completed Rule 144A Certificate and/or an Opinion of Counsel and such other certifications and evidence as the Company may reasonably require in order to determine that the proposed transfer or exchange is being made in compliance with the Securities Act and any applicable securities laws of any state of the United States. If the requested transfer or exchange takes place after the Restricted Period, no certification is required and the Trustee will deliver a Certificated Note that does not bear the Restricted Legend.

(c) No certification is required in connection with any transfer or exchange of any Note (or a beneficial interest therein)

(1) after such Note is eligible for resale pursuant to Rule 144 under the Securities Act (or a successor provision) without the need for current public information; *provided* that the Company has provided the Trustee with an Officer's Certificate to that effect, and the Company may require from any Person requesting a transfer or exchange in reliance upon this clause (1) an opinion of counsel and any other reasonable certifications and evidence in order to support such certificate; or

(2) (x) sold pursuant to an effective registration statement, pursuant to the Registration Rights Agreement or otherwise or (y) which is validly tendered for exchange into an Exchange Note pursuant to an Exchange Offer.

Any Certificated Note delivered in reliance upon this paragraph will not bear the Restricted Legend.

(d) The Trustee will retain copies of all certificates, opinions and other documents received in connection with the transfer or exchange of a Certificated Note (or a beneficial interest therein), and the Company will have the right to inspect and make copies thereof at any reasonable time upon written notice to the Trustee.

Section 2.3. Registration, Transfer and Exchange. (a) Registered Form Only. The Notes will be issued in registered form only.

(b) *Global Notes.* (1) Each Global Note will be registered in the name of the Depositary or its nominee and, so long as DTC is serving as the Depositary thereof, will bear the following legend:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (THE “**DEPOSITARY**”), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.

(2) Each Global Note will be delivered to the Trustee as custodian for the Depositary. Transfers of a Global Note (but not a beneficial interest therein) will be limited to transfers thereof in whole, but not in part, to the Depositary, its successors or their respective nominees, except (x) as set forth in Section 2.3(b)(4) and (y) transfers of portions thereof in the form of Certificated Notes may be made upon request of an Agent Member (for itself or on behalf of a beneficial owner) by written notice given to the Company or the Trustee, on behalf of the Depositary in accordance with customary procedures of the Depositary and in compliance with this Section and Section 2.2.

(3) Agent Members will have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary, and the Depositary shall be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner and Holder of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, the Depositary or its nominee may grant proxies and otherwise authorize any Person (including any Agent Member and any Person that holds a beneficial interest in a Global Note through an Agent Member) to take any action which a Holder is entitled to take under the Indenture or the Notes, and nothing herein will impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any security.

(4) If (x) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for a Global Note and a successor depositary is not appointed by the Company within 90 days of the notice or (y) an Event of Default has occurred and is continuing, any owner of a beneficial interest in such Global Note will be entitled to receive a Certificated Note in exchange for such interest, whether or not the Trustee has received a request from the Depositary, and the Company will promptly execute one or more Certificated Notes in authorized denominations having an equal aggregate principal amount of such Global Note, registered in the name of the owner of the beneficial interest of each such Global Note, as identified to the Trustee by the Depositary. The Trustee will authenticate and deliver such Certificated Notes in exchange for such Global Note and thereupon the Global Note will be deemed canceled upon issuance of such Certificated Notes. If such Note was an Offshore Global Note, then the Certificated Notes issued in exchange therefor will not bear the Restricted Legend.

(c) *Certificated Notes.* Each Certificated Note will be registered in the name of the Holder thereof or its nominee.

(d) *Transfers and Exchanges Generally.*

(1) *Global Notes.* Transfers of beneficial interests in any Global Notes shall be transferred pursuant to the policies and procedures of the Depositary.

(2) *Certificated Notes.* A Holder may transfer a Certificated Note (or a beneficial interest therein) to another Person or exchange a Certificated Note (or a beneficial interest therein) for another Certificated Note or Certificated Notes of any authorized denomination by presenting to the Trustee a written request therefor stating the name of the proposed transferee or requesting such an exchange, accompanied by any certification, opinion or other document required by Section 2.2. The Trustee will promptly register any such transfer or exchange that meets the requirements of this Section by noting the same in the register maintained by the Trustee for the purpose; *provided* that (x) no transfer or exchange will be effective until the transfer or exchange is registered in such register and (y) the Trustee will not be required (i) to issue, register the transfer of or exchange any Certificated Note for a period of 15 days before a selection of Certificated Notes to be redeemed or purchased pursuant to an Offer to Purchase, (ii) to register the transfer of or exchange any Certificated Note so selected for redemption or purchase in whole or in part, except, in the case of a partial redemption (or purchase), that portion of any Certificated Note not being redeemed or purchased, or (iii) if a redemption or a purchase pursuant to an Offer to Purchase is to occur after a Regular Record Date but on or before the corresponding Interest Payment Date, to register the transfer of or exchange any Certificated Note on or after the Regular Record Date and before the date of redemption or purchase. Prior to the registration of any transfer, the Company, the Trustee and their agents will treat the person in whose name the Certificated Note is registered as the owner and Holder thereof for all purposes (whether or not the Certificated Note is overdue), and will not be affected by notice to the contrary.

From time to time the Company will execute and the Trustee will authenticate additional Certificated Notes as necessary in order to permit the registration of a transfer or exchange in accordance with this Section.

No service charge will be imposed in connection with any transfer or exchange of any Certificated Note, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than a transfer tax or other similar governmental charge payable upon exchange pursuant to paragraph (b)(4)).

(e) *Procedures to Be Followed.* (1) *Global Note to Global Note.* If a beneficial interest in a Global Note is transferred or exchanged for a beneficial interest in another Global Note, such transfer or exchange shall be made pursuant to the policies and procedures of the Depositary. Any beneficial interest in one Global Note that is transferred to a Person who takes delivery in the form of an interest in another Global Note, or exchanged for an interest in another Global Note, will, upon transfer or exchange, cease to be an interest in such Global Note and become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer and exchange restrictions, if any, and other procedures applicable to beneficial interests in such other Global Note for as long as it remains such an interest.

(2) *Global Note to Certificated Note.* If a beneficial interest in a Global Note is transferred or exchanged for a Certificated Note, the Trustee will (x) record a decrease in the principal amount of such Global Note equal to the principal amount of such transfer or exchange and (y) deliver one or more new Certificated Notes in authorized denominations having an equal aggregate principal amount to the transferee (in the case of a transfer) or the owner of such beneficial interest (in the case of an exchange), registered in the name of such transferee or owner, as applicable.

(3) *Certificated Note to Global Note.* If a Certificated Note is transferred or exchanged for a beneficial interest in a Global Note, the Trustee will (x) cancel such Certificated Note, (y) record an increase in the principal amount of such Global Note equal to the principal amount of such transfer or exchange and (z) in the event that such transfer or exchange involves less than the entire principal amount of the canceled Certificated Note, deliver to the Holder thereof one or more new Certificated Notes in authorized denominations having an aggregate principal amount equal to the untransferred or unexchanged portion of the canceled Certificated Note, registered in the name of the Holder thereof.

(4) *Certificated Note to Certificated Note.* If a Certificated Note is transferred or exchanged for another Certificated Note, the Trustee will (x) cancel the Certificated Note being transferred or exchanged, (y) deliver one or more new Certificated Notes in authorized denominations having an aggregate principal amount equal to the principal amount of such transfer or exchange to the transferee (in the case of a transfer) or the Holder of the canceled Certificated Note (in the case of an exchange), registered in the name of such transferee or Holder, as applicable, and (z) if such transfer or exchange involves less than the entire principal amount of the canceled Certificated Note, deliver to the Holder thereof one or more new Certificated Notes in authorized denominations having an aggregate principal amount equal to the untransferred or unexchanged portion of the canceled Certificated Note, registered in the name of the Holder thereof.

FORM
OF
GLOBAL 2036 NOTE

[FORM OF FACE OF SECURITY]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

[Initial Notes Legend]

[THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER

(1) REPRESENTS THAT

(A) (X) IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, OR

(Y) IT IS NOT A “U.S. PERSON” AND IS OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) AND

(B) IF IT IS IN CANADA, SUCH ACQUIRER IS AN ACCREDITED INVESTOR, AS DEFINED IN NATIONAL INSTRUMENT 45-106 PROSPECTUS EXEMPTIONS OR SUBSECTION 73.3(1) OF THE SECURITIES ACT (ONTARIO), IS A PERMITTED CLIENT AS DEFINED IN NATIONAL INSTRUMENT 31-103 REGISTRATION REQUIREMENTS, EXEMPTIONS AND ONGOING REGISTRANT OBLIGATIONS, IS NOT AN INDIVIDUAL, AND HAS COMPLETED, SIGNED AND SUBMITTED TO THE EXCHANGE AGENT A CANADIAN ELIGIBILITY CERTIFICATION IN THE FORM PROVIDED BY EIDP, INC. (“EIDP”); AND

(2) AGREES FOR THE BENEFIT OF EIDP THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE OR ANY BENEFICIAL INTEREST HEREIN, EXCEPT IN ACCORDANCE WITH THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ONLY

(A) TO EIDP,

(B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT,

(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT,
(D) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT,
OR
(E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY
OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(C) ABOVE OR (2)(D) ABOVE, A DULY COMPLETED
AND SIGNED CERTIFICATE (THE FORM OF WHICH MAY BE OBTAINED FROM THE TRUSTEE) MUST BE DELIVERED TO THE
TRUSTEE. PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(E) ABOVE, EIDP RESERVES THE RIGHT TO
REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE
REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES
ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY RULE 144
EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.]¹

[Regulation S Global Notes Legend]

[BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR
THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH
REGULATION S UNDER THE SECURITIES ACT. THIS NOTE (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION
ORIGINALLY EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”),
AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON
EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND
ALL APPLICABLE STATE SECURITIES LAWS.

TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.

UNTIL 40 DAYS AFTER THE LATER OF COMMENCEMENT OR COMPLETION OF THE OFFERING, AN OFFER OR SALE OF SECURITIES
WITHIN THE UNITED STATES BY A DEALER (AS DEFINED IN THE SECURITIES ACT) MAY VIOLATE THE REGISTRATION
REQUIREMENTS OF THE SECURITIES ACT IF SUCH OFFER OR SALE IS MADE OTHERWISE THAN IN ACCORDANCE WITH RULE
144A THEREUNDER.]²

¹ To be included only if the Note is a Restricted Note.

² To be included only if the Note is a Regulation S Global Note.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (THE “DEPOSITARY”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS A BENEFICIAL INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY, OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

EIDP, INC.

6.000% Senior Notes due 2036

No.

\$ _____

As revised by the
Schedule of Increases or Decreases
in Global Security attached hereto

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to on the reverse hereof unless otherwise indicated.

Interest. EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company), a Delaware corporation (herein called the “*Company*”, which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of _____ Dollars, as revised by the Schedule of Increases or Decreases in Global Security attached hereto, on August 15, 2036, and to pay interest thereon from September 24, 2026 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on February 15 and August 15 of each year, commencing on February 15, 2027 at the rate of 6.000% per annum, until the principal hereof is paid or made available for payment.

Method of Payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the February 1 and August 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice thereof having been given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, all as more fully provided in said Indenture. Payment of the principal of (and premium, if any) and any such interest on this Security will be made at the Corporate Trust Office in U.S. Dollars.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Authentication. Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by electronic or manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: EIDP, INC.

by _____
Name:
Title:

TRUSTEE’S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Date of authentication:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

by _____
Authorized Signatory

[FORM OF REVERSE OF SECURITY]

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

Indenture. This Security is one of a duly authorized issue of securities of the Company (herein called the “*Securities*”), issued and to be issued in one or more series under the Indenture, dated as of May 15, 2020 (the “*Base Indenture*”), as supplemented by the Fifth Supplemental Indenture, dated as of September 24, 2026 (herein called the “*Supplemental Indenture*” and, together with the Base Indenture, the “*Indenture*”), between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as Trustee (herein called the “*Trustee*”, which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities of this series are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, issued initially in aggregate principal amount to \$_____.

Optional Redemption. Prior to May 15, 2036 (the “*Par Call Date*”), the Company may redeem the Securities of this series at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of the principal amount and rounded to three decimal places) equal to the greater of:

- (1)(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Securities of this series matured on the Par Call Date), on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points less (b) interest accrued to the Redemption Date; and
- (2) 100% of the principal amount of the Securities to be redeemed;

plus, in either case, accrued and unpaid interest thereon to, but excluding, the Redemption Date.

On or after the Par Call Date, the Company may redeem the Securities of this series, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Securities to be redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date.

This Security is also subject to a Special Mandatory Redemption as provided in Article IV of the Supplemental Indenture.

“*Treasury Rate*” means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities—Treasury constant maturities—Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error. The Company will notify the Trustee of the redemption price promptly after the calculation thereof and the Trustee shall not be responsible or liable for any calculation of the redemption price or of any component thereof, or for determining whether manifest error has occurred.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the Depositary’s procedures) at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed.

Any redemption and notice of such redemption may, at the Company's option, be subject to the satisfaction of one or more conditions precedent. If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Company's discretion, the Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Company), or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied (or waived by the Company) by the Redemption Date, or by the Redemption Date as so delayed. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

In the case of a partial redemption, selection of the Securities of this series for redemption will be made pro rata, by lot or by such other method as the Trustee deems fair and appropriate, subject to the customary procedures of the Depositary. No Securities of this series of a principal amount of \$2,000 or less will be redeemed in part. If any Security of this series is to be redeemed in part only, the notice of redemption that relates to the Security will state the portion of the principal amount of the Security to be redeemed. A new Security in a principal amount equal to the unredeemed portion of the Security will be issued in the name of the Holder of the Security upon surrender for cancellation of the original Security. For so long as the Securities of this series are held by the Depositary, the redemption of the Securities of this series shall be done in accordance with the policies and procedures of the Depositary.

Unless the Company defaults in payment of the redemption price, on and after the Redemption Date, interest will cease to accrue on the Securities of this series or portions thereof called for redemption.

Except as set forth herein, the Securities of this series will not be redeemable by the Company prior to their Stated Maturity and will not be entitled to the benefit of any sinking fund.

Defaults and Remedies. If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

Change of Control. If a Change of Control Triggering Event occurs with respect to the Securities of this series, unless the Company has exercised its option to redeem the Securities of this series in accordance with the provisions set forth in this Security under the heading "Optional Redemption", Holders of the Securities will have the right to require the Company to repurchase all or any part (equal to \$2,000 and any integral multiple of \$1,000 in excess thereof) of their Securities as described in Article IV of the Supplemental Indenture.

Amendment, Modification and Waiver. The Indenture permits, with certain exceptions as therein provided, the amendment and modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Outstanding Securities (as defined in the Base Indenture) affected by such amendment, supplement or modification voting as a single class. The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the

Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

Restrictive Covenants. The restrictive covenants for this Security are as specified in the Indenture. The Indenture does not limit unsecured debt of the Company or any of its Subsidiaries.

Denominations, Transfer and Exchange. The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 or any integral multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registerable in the Security Register, upon surrender of this Security for registration of transfer at the Registrar accompanied by a written request for transfer in form satisfactory to the Company and the Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Persons Deemed Owners. Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

No Recourse. Prior to the Separation, Holders of Securities of this series will have no recourse (whether legal, equitable or otherwise, including without limitation, any right of attachment, judgment or levy or any recourse to the proceeds from any sale or other disposition thereof) against any Seed Business assets of the Company and may only seek recourse against the Crop Business assets of the Company. Subsequent to the Separation, Holders of Securities of this series will have no recourse (whether legal, equitable or otherwise, including without limitation, any right of attachment, judgment or levy or any recourse to the proceeds from any sale or other disposition thereof) against Vylor, which will then hold the Seed Business, and/or its respective subsidiaries (including its assets or equity and that of its subsidiaries), or the Trustee.

Miscellaneous. The Indenture and this Security shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of said State.

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL SECURITY

The following increases or decreases in this Global Security have been made:

Date of Exchange	Amount of increase in Principal Amount of this Global Security	Amount of decrease in Principal Amount of this Global Security	Principal Amount of this Global Security following each decrease or increase	Signature of authorized signatory of Trustee
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[FORM OF TRANSFER NOTICE]

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

[PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE]

[PLEASE PRINT OR TYPE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE]

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer such Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

[THE FOLLOWING PROVISION TO BE INCLUDED ON ALL CERTIFICATES BEARING A RESTRICTED LEGEND]

In connection with any transfer of this Note occurring prior to _____, the undersigned confirms that such transfer is made without utilizing any general solicitation or general advertising and further as follows:

Check One

☐ (1) This Note is being transferred to a “qualified institutional buyer” in compliance with Rule 144A under the Securities Act of 1933, as amended and certification in the form of Exhibit E to the Indenture is being furnished herewith.

☐ (2) This Note is being transferred to a Non-U.S. Person in compliance with the exemption from registration under the Securities Act of 1933, as amended, provided by Regulation S thereunder, and certification in the form of Exhibit D to the Indenture is being furnished herewith.

or

☐ (3) This Note is being transferred other than in accordance with (1) or (2) above and documents are being furnished which comply with the conditions of transfer set forth in this Note and the Indenture.

If none of the foregoing boxes is checked, the Trustee is not obligated to register this Note in the name of any Person other than the Holder hereof unless and until the conditions to any such transfer of registration set forth herein and in the Indenture have been satisfied.

Date: _____

Seller

By: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within-mentioned instrument in every particular, without alteration or any change whatsoever.

By:

To be executed by an executive officer

³ Signatures must be guaranteed by an “**eligible guarantor institution**” meeting the requirements of the Trustee, which requirements include membership or participation in the Securities Transfer Association Medallion Program (“**STAMP**”) or such other “**signature guarantee program**” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

[Restricted Securities Legend]

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER

(1) REPRESENTS THAT

(A) (X) IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A “QUALIFIED INSTITUTIONAL BUYER” (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, OR

(Y) IT IS NOT A “U.S. PERSON” AND IS OUTSIDE THE UNITED STATES (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) AND

(B) IF IT IS IN CANADA, SUCH ACQUIRER IS AN ACCREDITED INVESTOR, AS DEFINED IN NATIONAL INSTRUMENT 45-106 PROSPECTUS EXEMPTIONS OR SUBSECTION 73.3(1) OF THE SECURITIES ACT (ONTARIO), IS A PERMITTED CLIENT AS DEFINED IN NATIONAL INSTRUMENT 31-103 REGISTRATION REQUIREMENTS, EXEMPTIONS AND ONGOING REGISTRANT OBLIGATIONS, IS NOT AN INDIVIDUAL, AND HAS COMPLETED, SIGNED AND SUBMITTED TO THE EXCHANGE AGENT A CANADIAN ELIGIBILITY CERTIFICATION IN THE FORM PROVIDED BY EIDP, INC. (“EIDP”); AND

(2) AGREES FOR THE BENEFIT OF EIDP THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE OR ANY BENEFICIAL INTEREST HEREIN, EXCEPT IN ACCORDANCE WITH THE SECURITIES ACT AND ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND ONLY

(A) TO EIDP,

(B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT,

(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT,

(D) IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT,
OR

(E) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(C) ABOVE OR (2)(D) ABOVE, A DULY COMPLETED AND SIGNED CERTIFICATE (THE FORM OF WHICH MAY BE OBTAINED FROM THE TRUSTEE) MUST BE DELIVERED TO THE TRUSTEE. PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(E) ABOVE, EIDP RESERVES THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY RULE 144 EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

Regulation S Certificate

To: U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association, as Trustee (the “**Trustee**”)
333 Thornall St, Edison, NJ 08837
Attn: Global Corporate Trust – EIDP, Inc.

Re: 6.000% Senior Notes due 2036 (the “**Notes**”) issued under the Indenture dated as of May 15, 2020 between EIDP, Inc. (the “**Company**”) and the Trustee, as supplemented by the Fifth Supplemental Indenture thereto dated as of September 24 2026 (together, the “**Indenture**”)

Ladies and Gentlemen:

Terms are used in this Certificate as used in Regulation S (“**Regulation S**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), except as otherwise stated herein.

[CHECK A OR B AS APPLICABLE.]

☐ A. This Certificate relates to our proposed transfer of \$_____ principal amount of Notes issued under the Indenture. We hereby certify as follows:

1. The offer and sale of the Notes was not and will not be made to a person in the United States (unless such person is excluded from the definition of “**U.S. person**” pursuant to Rule 902(k)(2)(vi) or the account held by it for which it is acting is excluded from the definition of “**U.S. person**” pursuant to Rule 902(k)(2)(i) under the circumstances described in Rule 902(h)(3)) and such offer and sale was not and will not be specifically targeted at an identifiable group of U.S. citizens abroad.
2. Unless the circumstances described in the parenthetical in paragraph 1 above are applicable, either (a) at the time the buy order was originated, the buyer was outside the United States or we and any person acting on our behalf reasonably believed that the buyer was outside the United States or (b) the transaction was executed in, on or through the facilities of a designated offshore securities market, and neither we nor any person acting on our behalf knows that the transaction was pre-arranged with a buyer in the United States.
3. Neither we, any of our affiliates, nor any person acting on our or their behalf has made any directed selling efforts in the United States with respect to the Notes.
4. The proposed transfer of Notes is not part of a plan or scheme to evade the registration requirements of the Securities Act.

5. If we are a dealer or a person receiving a selling concession, fee or other remuneration in respect of the Notes, and the proposed transfer takes place during the Restricted Period (as defined in the Indenture), or we are an officer or director of the Company or an Initial Purchaser (as defined in the Indenture), we certify that the proposed transfer is being made in accordance with the provisions of Rule 904(b) of Regulation S.

☐ B. This Certificate relates to our proposed exchange of \$_____ principal amount of Notes issued under the Indenture for an equal principal amount of Notes to be held by us. We hereby certify as follows:

1. At the time the offer and sale of the Notes was made to us, either (i) we were not in the United States or (ii) we were excluded from the definition of “**U.S. person**” pursuant to Rule 902(k)(2)(vi) or the account held by us for which we were acting was excluded from the definition of “**U.S. person**” pursuant to Rule 902(k)(2)(i) under the circumstances described in Rule 902(h)(3); and we were not a member of an identifiable group of U.S. citizens abroad.
2. Unless the circumstances described in paragraph 1(ii) above are applicable, either (a) at the time our buy order was originated, we were outside the United States or (b) the transaction was executed in, on or through the facilities of a designated offshore securities market and we did not pre-arrange the transaction in the United States.
3. The proposed exchange of Notes is not part of a plan or scheme to evade the registration requirements of the Securities Act.

You and the Company are entitled to rely upon this Certificate and are irrevocably authorized to produce this Certificate or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Very truly yours,

[NAME OF SELLER (FOR TRANSFERS) OR OWNER
(FOR EXCHANGES)]

By: _____
Name:
Title:
Address:

Date: _____

Rule 144A Certificate

To: U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association, as Trustee (the “**Trustee**”)
333 Thornall St, Edison, NJ 08837
Attn: Global Corporate Trust – EIDP, Inc.

Re: 6.000% Senior Notes due 2036 (the “**Notes**”) issued under the Indenture dated as of May 15, 2020 between EIDP, Inc. (the “**Company**”) and the Trustee, as supplemented by the Fifth Supplemental Indenture thereto dated as of September 24, 2026 (together, the “**Indenture**”)

Ladies and Gentlemen:

This Certificate relates to:

[CHECK A OR B AS APPLICABLE.]

- ☐A. Our proposed purchase of \$ ____ principal amount of Notes issued under the Indenture.
- ☐B. Our proposed exchange of \$ ____ principal amount of Notes issued under the Indenture for an equal principal amount of Notes to be held by us.

We and, if applicable, each account for which we are acting in the aggregate owned and invested more than \$100,000,000 in securities of issuers that are not affiliated with us (or such accounts, if applicable), as of _____, 20 __, which is a date on or since close of our most recent fiscal year. We and, if applicable, each account for which we are acting, are a qualified institutional buyer within the meaning of Rule 144A (“**Rule 144A**”) under the Securities Act of 1933, as amended (the “**Securities Act**”). If we are acting on behalf of an account, we exercise sole investment discretion with respect to such account. We are aware that the transfer of Notes to us, or such exchange, as applicable, is being made in reliance upon the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. Prior to the date of this Certificate we have received such information regarding the Company as we have requested pursuant to Rule 144A(d)(4) or have determined not to request such information.

You and the Company are entitled to rely upon this Certificate and are irrevocably authorized to produce this Certificate or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Very truly yours,

REGISTRATION RIGHTS AGREEMENT

September 24, 2026

This REGISTRATION RIGHTS AGREEMENT, dated as of September 24, 2026 (this “Agreement”), is entered into by and among EIDP, Inc. (formerly known as E. I. du Pont de Nemours and Company), a Delaware corporation (the “Company”), Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC and BofA Securities, Inc., as representatives (the “Representatives”) of the other several initial purchasers (together, the “Initial Purchasers”) listed on Schedule B to the form of Terms Agreement contained in the Purchase Agreement, dated as of September 21, 2026 (the “Purchase Agreement”), in connection with the Company’s issuance and sale of \$700,000,000 aggregate principal amount of new 6.000% Senior Notes due 2036 (the “EIDP Notes”). The EIDP Notes will be issued by the Company under an indenture, dated as of May 15, 2020 (the “Base Indenture”), between the Company and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the “Trustee”), as supplemented by one or more supplemental indentures thereto (together with the Base Indenture, the “Indenture”).

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following capitalized defined terms shall have the following meanings:

“Additional Interest” shall have the meaning set forth in Section 2(e)(iii) hereof.

“Agreement” shall have the meaning set forth in the preamble.

“Base Indenture” shall have the meaning set forth in the preamble.

“Business Day” shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, New York are authorized or required by law to remain closed. For purposes of this Agreement, if the day on which any deadline specified in this Agreement expires is not a Business Day, such deadline shall be deemed to expire on the next succeeding Business Day.

“Company” shall have the meaning set forth in the preamble.

“Corteva” is defined below under “Settlement Date.”

“Crop Protection Business” is defined below under “Settlement Date.”

“EIDP Notes” shall have the meaning set forth in the preamble.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“Exchange Date” shall have the meaning set forth in Section 2(a)(iii)(B) hereof.

“Exchange Notes” shall mean, with respect to the EIDP Notes, a new series of senior unsecured notes issued by the Company under the Indenture containing terms identical in all material respects to the EIDP Notes (except that such notes will be registered under the Securities Act and the transfer restrictions, registration rights and any Additional Interest for failure to comply with this Agreement applicable to the EIDP Notes will not apply to such notes) and to be offered to Holders of the EIDP Notes in exchange for the Registrable Notes pursuant to the Exchange Offer.

“Exchange Offer” shall mean the exchange offer of the Exchange Notes for the Registrable Notes pursuant to Section 2(a) hereof.

“Exchange Offer Registration” shall mean a registration under the Securities Act effected pursuant to Section 2(a) hereof.

“Exchange Offer Registration Statement” shall mean an exchange offer registration statement on Form S-4 (or, if applicable, on another appropriate form as selected by the Company) and all amendments and supplements to such registration statement, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

“FINRA” shall mean the Financial Industry Regulatory Authority, Inc.

“Free Writing Prospectus” shall mean each free writing prospectus (as defined in Rule 405 under the Securities Act) prepared by or on behalf of the Company or used or referred to by the Company in connection with the offer and sale of the EIDP Notes or the Exchange Notes.

“Holder Notice” shall have the meaning set forth in Section 2(b) hereof.

“Holders” shall mean the holders of the Registrable Notes, and each of their successors, assigns and direct and indirect transferees who become owners of Registrable Notes under the Indenture; provided that for purposes of Section 4 and Section 6 hereof, the term “Holders” shall include Participating Broker-Dealers.

“Indemnified Person” shall have the meaning set forth in Section 5(c) hereof.

“Indemnifying Person” shall have the meaning set forth in Section 5(c) hereof.

“Indenture” shall have the meaning set forth in the preamble.

“Initial Purchasers” shall have the meaning set forth in the preamble.

“Inspector” shall have the meaning set forth in Section 3(a)(xiv) hereof.

“Issuer Information” shall have the meaning set forth in Section 5(a) hereof.

“Majority Holders” shall mean the Holders of a majority of the aggregate principal amount of the outstanding Registrable Notes; provided that whenever the consent or approval of Holders of a specified percentage of Registrable Notes is required hereunder, any Registrable Notes owned directly or indirectly by the Company or any of its “affiliates” (as such term is defined in Rule 405 under the Securities Act) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage or amount; and provided, further, that if the Company shall issue any additional EIDP Notes of a series under the Indenture prior to consummation of the Exchange Offer or, if applicable, the effectiveness of any Shelf Registration Statement, such additional EIDP Notes and the Registrable Notes to which this Agreement relates shall be treated together as one class for purposes of determining whether the consent or approval of Holders of a specified percentage of Registrable Notes has been obtained.

“Participating Broker-Dealers” shall have the meaning set forth in Section 4(a) hereof.

“Person” shall mean an individual, partnership, limited liability company, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

“Prospectus” shall mean the prospectus included in, or, pursuant to the rules and regulations of the Securities Act, deemed a part of, a Registration Statement, including: (i) any preliminary prospectus, and (ii) any such prospectus as amended or supplemented by any prospectus supplement, including a prospectus supplement with respect to the terms of the offering of any portion of the Registrable Notes covered by a Shelf Registration Statement, and by all other amendments and supplements to such prospectus, and in each case including any document incorporated by reference therein.

“Purchase Agreement” shall have the meaning set forth in the preamble.

“Registrable Notes” shall mean the EIDP Notes; provided that any EIDP Notes shall cease to be Registrable Notes when: (i) a Registration Statement with respect to such EIDP Notes has become effective under the Securities Act and such EIDP Notes have been exchanged, disposed of or distributed pursuant to such Registration Statement, (ii) such EIDP Notes cease to be outstanding, or (iii) the Exchange Offer is consummated, except in the case of EIDP Notes that otherwise remain Registrable Notes that are held by a Holder that was ineligible to participate in the Exchange Offer or participated in the Exchange Offer and did not receive fully tradable Exchange Notes pursuant to the Exchange Offer.

“Registration Default” shall mean the occurrence of any of the following: (i) the Exchange Offer of the Exchange Notes for all EIDP Notes validly tendered (and not validly withdrawn) in accordance with the terms of the Exchange Offer is not completed on or prior to the Target Registration Date or, if a Shelf Registration Statement is required, such Shelf Registration Statement is not declared effective on or prior to the 60th day after the later of (a) the Target Registration Date and (b) the date on which the Company receives a duly executed Holder Notice or Shelf Request or (ii) if applicable, a Shelf Registration Statement covering resales of the EIDP Notes has been declared effective and such Shelf Registration Statement ceases to be effective or the prospectus contained therein ceases to be usable for resales of Registrable Notes at any time during the Shelf Effectiveness Period, and such failure to remain effective or be so usable exists for more than 90 days (whether or not consecutive) in any 12-month period.

“Registration Expenses” shall mean any and all expenses incident to performance of or compliance by the Company with this Agreement, including without limitation: (i) all SEC, stock exchange or FINRA registration and filing fees, (ii) all fees and expenses incurred by the Company in connection with compliance with state securities or blue sky laws (including reasonable and documented fees and disbursements of one firm of counsel for any Underwriters or Holders in connection with blue sky qualification of any Exchange Notes or Registrable Notes, which firm shall be Latham & Watkins LLP or another firm selected by the Underwriters or the Majority Holders and reasonably acceptable to the Company), (iii) all expenses of the Company in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus, any Free Writing Prospectus and any amendments or supplements thereto, any underwriting agreements, securities sales agreements or other similar agreements, and any other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees incurred by the Company (including with respect to maintaining ratings of the EIDP Notes), (v) all fees and disbursements relating to the qualification of the Indenture under applicable securities laws, (vi) the reasonable fees and disbursements of the Trustee, (vii) the reasonable and documented fees and disbursements of counsel for the Company and, in the case of a Shelf Registration Statement, the reasonable and documented fees (not to exceed \$100,000) and disbursements of one counsel for the Holders (which counsel shall be Latham & Watkins LLP or another firm selected by the Majority Holders and reasonably acceptable to the Company) and (viii) the fees and disbursements of the independent public accountants of the Company, including the expenses of any “comfort” letters required by or incident to the performance of and compliance with this Agreement, but excluding any or all fees and expenses of advisors or counsel to any Underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders (other than, in the case of a Shelf Registration Statement, fees and expenses set forth in clause (vii) above), any underwriting discounts and commissions, and any brokerage commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Notes by a Holder.

“Registration Statement” shall mean any registration statement that covers any of the Exchange Notes or Registrable Notes pursuant to the provisions of this Agreement and all amendments and supplements to any such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

“Representatives” shall have the meaning set forth in the preamble.

“SEC” shall mean the United States Securities and Exchange Commission.

“Securities Act” shall mean the Securities Act of 1933, as amended from time to time.

“Settlement Date” shall mean the first day on which Corteva, Inc., a Delaware corporation and the parent company of EIDP (“Corteva”), operates its crop protection business segment (the “Crop Protection Business”) with EIDP as a stand-alone business pursuant to the plan to separate Corteva into two independent, publicly traded companies with the seed business being held by Vylor Inc., a Delaware corporation.

“Shelf Effectiveness Period” shall have the meaning set forth in Section 2(c) hereof.

“Shelf Registration” shall mean a registration effected pursuant to Section 2(b) hereof.

“Shelf Registration Statement” shall mean a “shelf” registration statement of the Company that covers all or a portion of the Registrable Notes on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

“Shelf Request” shall have the meaning set forth in Section 2(b) hereof.

“Staff” shall mean the staff of the SEC.

“Suspension Actions” shall have the meaning set forth in Section 2(e)(vi) hereof.

“Target Registration Date” shall mean the date that is 366 days from the Settlement Date.

“Trust Indenture Act” shall mean the Trust Indenture Act of 1939, as amended from time to time.

“Trustee” shall have the meaning set forth in the preamble.

“Underwriter” shall have the meaning set forth in Section 3(e) hereof.

“Underwritten Offering” shall mean an offering in which Registrable Notes are sold to an Underwriter for reoffering to the public.

2. Registration under the Securities Act.

(a) (i) To the extent not prohibited by any applicable law or regulation, or applicable interpretations of the SEC or the Staff, the Company shall use its commercially reasonable efforts to (x) file or cause to be filed an Exchange Offer Registration Statement covering an offer to the Holders to exchange the outstanding Registrable Notes for the Exchange Notes and (y) keep such Registration Statement effective until 180 days after the Exchange Date for use by one or more Participating Broker-Dealers.

(ii) The Company shall commence the Exchange Offer promptly after the Exchange Offer Registration Statement is declared effective by the SEC and use commercially reasonable efforts to complete the Exchange Offer no later than the Target Registration Date.

(iii) After the Exchange Offer Registration Statement has become effective, the Company shall commence the Exchange Offer by mailing or making available the related Prospectus and any other accompanying documents to each Holder stating, in addition to such other disclosures as are required by applicable law, substantially the following:

(A) that the Exchange Offer is being made pursuant to this Agreement and that all Registrable Notes validly tendered and not validly withdrawn will be accepted for exchange, except to the extent not permitted by law, applicable interpretations of the Staff or as otherwise contemplated in this Agreement;

(B) the date of acceptance for exchange of all Registrable Notes so validly tendered and not validly withdrawn, which shall be a date at least 20 Business Days (in accordance with the Exchange Act) after the date such Prospectus is mailed or made available, unless a shorter period is permitted by applicable securities laws (the “Exchange Date”);

(C) that any Registrable Note not tendered will remain outstanding and continue to accrue interest but will not retain any rights under this Agreement, except as otherwise specified herein;

(D) that any Holder electing to have a Registrable Note exchanged pursuant to the Exchange Offer will be required to (x) surrender such Registrable Note to the institution and at the address and in the manner specified in the Prospectus, or (y) effect such exchange otherwise in compliance with the applicable procedures of the depository for such Registrable Note, in each case prior to the close of business on the Exchange Date; and

(E) that any Holder will be entitled to withdraw its election, not later than the close of business on the Exchange Date, by effecting such withdrawal in compliance with the applicable procedures of the institution and in compliance with the applicable procedures of the depository for the Registrable Notes.

(iv) As a condition to participating in the Exchange Offer, a Holder will be required to represent to the Company that (I) any Exchange Notes to be received by it will be acquired in the ordinary course of its business, (II) at the time of the commencement of the Exchange Offer it is not engaged in, and does not intend to engage in, and it has no arrangement or understanding with any Person to participate in, the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the Securities Act, (III) it is not an “affiliate” (as defined in Rule 405 under the Securities Act) of the Company or, if it is such an “affiliate,” such Holder will comply with the prospectus delivery requirements of the Securities Act to the extent applicable in connection with any resale of the Exchange Notes, (IV) if such Holder is a broker-dealer that will receive Exchange Notes for its own account in exchange for Registrable Notes that were acquired as a result of market-making or other trading activities, then such Holder will comply with the prospectus delivery requirements of the Securities Act, to the extent applicable, in connection with any resale of the Exchange Notes, (V) it is not prohibited by any law or policy from participating in the Exchange Offer, and (VI) it shall have made such other representations as may be reasonably requested by the Company, or as may be reasonably necessary under applicable SEC rules, regulations or interpretations to render the use of Form S-4 or other appropriate form under the Securities Act available (collectively, the “Holder Representations”). Each Holder hereby acknowledges and agrees that any broker-dealer and any such Holder using the Exchange Offer to participate in a distribution of the securities to be acquired in the Exchange Offer (1) could not under SEC policy as in effect on the date of this Agreement rely on the position of the SEC enunciated in Morgan Stanley and Co., Inc. (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in the SEC’s letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters, and (2) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction and that such a secondary resale transaction should be covered by an effective registration statement containing the selling security holder information required by Item 507 or Item 508, as applicable, of Regulation S-K if the resales are of Exchange Notes obtained by such Holder in exchange for Registrable Notes acquired by such Holder directly from the Company.

(v) As soon as practicable after the Exchange Date, the Company shall:

(A) cause the Registrable Notes or portions thereof validly tendered and not properly withdrawn pursuant to the Exchange Offer to be accepted for exchange;

(B) cause all Registrable Notes or portions thereof so accepted for exchange to be delivered to the Trustee for cancellation;

(C) issue the Exchange Notes equal in principal amount to the principal amount of the Registrable Notes validly tendered by such Holder; provided that if any of the Registrable Notes are in book-entry form, the Company shall, in cooperation with the Trustee, effect the exchange of Registrable Notes in accordance with applicable book-entry procedures; and

(D) cause the Trustee to promptly authenticate and deliver to each Holder such Exchange Notes.

(vi) The Company shall use its commercially reasonable efforts to complete the Exchange Offer as provided above and shall use commercially reasonable efforts to comply with the applicable requirements of the Securities Act, the Exchange Act and other applicable laws and regulations in connection with the Exchange Offer. The Exchange Offer shall not be subject to any conditions, other than that (I) the Exchange Offer does not violate any applicable law, rule, regulation or applicable interpretations of the Staff, (II) the Registrable Notes shall be validly

tendered in accordance with the Exchange Offer, (III) each Holder of Registrable Notes exchanged in the Exchange Offer shall have made the Holder Representations, (IV) no action or proceeding shall have been instituted or threatened in any court or by or before any governmental agency with respect to the Exchange Offer which, in the Company's judgment, could reasonably be expected to impair the ability of the Company to proceed with the Exchange Offer, (V) the Exchange Offer will be made to all Holders other than to any Holder of the European Economic Area or the United Kingdom to whom the Exchange Offer cannot be made without requiring the publication of a prospectus for the purposes of Regulation (EU) 2017/1129 or the Public Offers and Admissions to Trading Regulations 2024 and any rules made thereunder by the UK Financial Conduct Authority, as applicable, (which may be certified or validated by way of representations from Holders of Registrable Notes) and (VI) other customary conditions relating to the delivery of the EIDP Notes or other actions customarily taken by Holders participating in the Exchange Offer or the execution and delivery of customary documentation relating to the Exchange Offer shall have been satisfied (or validly waived).

(b) In the event that (i) the Company determines that any changes in applicable law or applicable interpretations of the Staff or the SEC do not permit the Company to effect the Exchange Offer provided for in Section 2(a) hereof, (ii) a Holder participating in the Exchange Offer does not receive Exchange Notes on the date of the exchange that may be sold without restriction under state and U.S. federal securities laws (other than due solely to the status of such Holder as an affiliate of the Company within the meaning of the Securities Act) and notifies (a "Holder Notice") the Company within 30 days after such Holder first becomes aware of such restrictions, (iii) the Exchange Offer, for any other reason, is not completed by the Target Registration Date, or (iv) the Company receives a written request (a "Shelf Request") from any Holder within 20 Business Days after the consummation of the Exchange Offer representing that they hold Registrable Notes that are or were ineligible to be exchanged in the Exchange Offer, the Company shall use commercially reasonable efforts to file, as promptly as practicable after the date of such determination, Holder Notice or Shelf Request, as the case may be, a Shelf Registration Statement providing for the sale of all EIDP Notes that then constitute Registrable Notes by the Holders thereof and to have such Shelf Registration Statement become effective; provided, however, that the Company shall be under no obligation to file any such Shelf Registration Statement before they are obligated to file an Exchange Offer Registration Statement pursuant to Section 2(a) hereof and no Holder shall be entitled to have the Registrable Notes held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all of the provisions of this Agreement applicable to such Holder; and provided, further, that with respect to a Shelf Registration Statement required pursuant to this Section 2(b), the consummation of the Exchange Offer shall relieve the Company of such obligation to file a Shelf Registration Statement for the scenarios set forth in Section 2(b)(i) or Section 2(b)(iii) hereof.

(c) (i) In the event that the Company is required to file a Shelf Registration Statement pursuant to Section 2(b)(ii) or Section 2(b)(iv) hereof, the Company shall use its commercially reasonable efforts to file and to cause to become effective both an Exchange Offer Registration Statement pursuant to Section 2(a) hereof with respect to all Registrable Notes and, with respect to any Registrable Notes to which Section 2(b)(ii) or Section 2(b)(iv) hereof applies, a Shelf Registration Statement (which may be a combined Registration Statement with the Exchange Offer Registration Statement) with respect to offers and sales of such Registrable Notes held by the Holders, if any, after completion of the Exchange Offer.

(ii) The Company agrees to use its commercially reasonable efforts to keep the Shelf Registration Statement continuously effective for a period of one year from the effective date of such Shelf Registration Statement or such shorter period that will terminate when all of the EIDP Notes covered by the Shelf Registration Statement cease to be Registrable Notes (the "Shelf Effectiveness Period").

(iii) The Company further agrees to use its commercially reasonable efforts to supplement or amend the Shelf Registration Statement, the related Prospectus and any Free Writing Prospectus if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the Securities Act or by any other rules and regulations thereunder or if reasonably requested by a Holder of Registrable Notes with respect to information relating to such Holder, and to use commercially reasonable efforts to cause any such amendment to become effective, if required, and such Shelf Registration Statement, Prospectus or Free Writing Prospectus, as the case may be, to become usable as soon as thereafter practicable.

(iv) Unless it has been filed with the SEC or is otherwise publicly available, the Company agrees to furnish to the Holders of Registrable Notes registered on such Shelf Registration Statement copies of any such supplement or amendment promptly after its being used, provided, however, Holders will be deemed to have received the documents referred to above upon delivery of such documents to the depository or depositories of the Registrable Notes for distribution to its participants.

(d) (i) The Company shall pay all Registration Expenses in connection with any registration pursuant to Section 2(a) or Section 2(b) hereof.

(ii) Each Holder shall pay all underwriting discounts and commissions, brokerage commissions and transfer taxes, and, except as otherwise expressly set forth herein, any other expenses, if any, relating to the underwriting, offering, sale or disposition of such Holder's Registrable Notes pursuant to any Shelf Registration Statement.

(e) (i) An Exchange Offer Registration Statement pursuant to Section 2(a) hereof will not be deemed to have become effective unless it has been declared effective by the SEC.

(ii) A Shelf Registration Statement pursuant to Section 2(b) hereof will not be deemed to have become effective unless it has been declared effective by the SEC or is automatically effective upon filing with the SEC as provided by Rule 462 under the Securities Act.

(iii) If a Registration Default occurs with respect to any Registrable Notes, the interest rate on such Registrable Notes (and only such Registrable Notes) will be increased by 0.25% per annum (such increased interest rate amount, the "Additional Interest") beginning on the day immediately following such Registration Default. A Registration Default ends with respect to any EIDP Notes when such EIDP Notes cease to be Registrable Notes or, if earlier, (A) in the case of a Registration Default under clause (i) of the definition thereof, when the Exchange Offer is completed or when the Shelf Registration Statement covering such Registrable Notes becomes effective or (B) in the case of a Registration Default under clause (ii) of the definition thereof, when the Shelf Registration Statement again becomes effective or the Prospectus again becomes usable. If at any time more than one Registration Default has occurred and is continuing, then, until the next date that there is no Registration Default, the Additional Interest provided for by this paragraph shall apply as if there occurred a single Registration Default that begins on the date that the earliest such Registration Default occurred and ends on the next date that there is no Registration Default. Notwithstanding anything to the contrary in this Agreement, no Additional Interest shall be payable if (A) the Exchange Offer Registration Statement is not filed or declared effective or the Exchange Offer for the Registrable Notes is not consummated on account of the reasons set forth in Section 2(b) hereof (it being understood, however, that in any such case the Company shall be obligated to file a Shelf Registration Statement and such Additional Interest shall be payable if the Shelf Registration Statement is not declared effective in accordance with Section 2(e) hereof), (B) the Shelf Registration Statement is not declared effective as set forth above because the Holder Notice or Shelf Request was not made on a timely basis, (C) at any time during which a Shelf Registration Statement is effective and the related Prospectus is usable or (D) to the extent it would otherwise be payable solely as a result of (x) the filing of a post-effective amendment to a Shelf Registration Statement to incorporate annual audited or, if required by the rules and regulations under the Securities Act, quarterly unaudited financial information with respect to the Company, where such post-effective amendment is not yet effective and is required to permit Holders to use the related Prospectus, or (y) any Suspension Action taken pursuant to Section 2(e)(vi) hereof or any suspension of dispositions pursuant to Section 3(d) hereof.

(iv) Notwithstanding anything to the contrary in this Agreement, if the Exchange Offer is consummated, any Holder who was, at the time the Exchange Offer was pending and consummated, eligible to exchange, and did not validly tender, or withdrew, its EIDP Notes for Exchange Notes in the Exchange Offer will not be entitled to receive any Additional Interest, and such EIDP Notes will no longer constitute Registrable Notes hereunder.

(v) Any Additional Interest payable by the Company will be paid on the Interest Payment Dates (as defined in the Indenture) and in the manner specified for the Registrable Notes under the Indenture. The amount of Additional Interest will be determined by multiplying the applicable rate of Additional Interest by the principal amount of the applicable Registrable Notes, multiplied by a fraction, the numerator of which is the number of days such rate of Additional Interest was applicable during the relevant period (determined on the basis of a 360-day year comprised of twelve 30-day months), and the denominator of which is 360. Any Additional Interest referenced in this Section 2(e) shall constitute liquidated damages and shall be the sole remedy of any Holder (other than a Participating Broker-Dealer) with respect to the Exchange Offer Registration and Shelf Registration and related matters provided for in this Agreement.

(vi) The Company shall be entitled to suspend its obligation to file any amendment to a Shelf Registration Statement, furnish any supplement or amendment to a Prospectus included in a Shelf Registration Statement or any Free Writing Prospectus, make any other filing with the SEC that would be incorporated by reference into a Shelf Registration Statement, cause a Shelf Registration Statement to remain effective or the Prospectus or any Free Writing Prospectus usable or take any similar action (collectively, "Suspension Actions") if there is a possible acquisition, disposition or business combination or other transaction, business development or event involving the Company or any of its subsidiaries that may require disclosure in the Shelf Registration Statement or Prospectus and the Company determines that such disclosure is not in the best interest of the Company and its stockholders or obtaining any financial statements relating to any such acquisition or business combination required to be included in the Shelf Registration Statement or Prospectus would be impracticable. Upon the occurrence of any of the conditions described in the foregoing sentence, the Company shall give prompt notice of the delay or suspension (but not the basis thereof) to the Holders. Upon the termination of such condition, the Company shall promptly proceed with all Suspension Actions that were delayed or suspended and, if required, shall give prompt notice to the Holders of the cessation of the delay or suspension (but not the basis thereof).

3. Registration Procedures.

(a) In connection with its obligations pursuant to Section 2(a) and Section 2(b) hereof, the Company shall use commercially reasonable efforts to:

(i) prepare and file with the SEC a Registration Statement on the appropriate form under the Securities Act, which form (x) shall be selected by the Company, (y) shall, in the case of a Shelf Registration, be available for the resale of the Registrable Notes by the Holders thereof, and (z) shall comply as to form in all material respects with the requirements of the applicable form and include or incorporate by reference all financial statements required by the SEC to be filed therewith; and use commercially reasonable efforts to cause such Registration Statement to become effective and remain effective for the applicable period in accordance with Section 2 hereof;

(ii) (A) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period in accordance with Section 2 hereof and supplement each Prospectus with any required prospectus supplement and, as so supplemented, to file such Prospectus pursuant to Rule 424 under the Securities Act; and (B) keep each Prospectus current during the period described in Section 4(a)(3) of, and Rule 174 under, the Securities Act that is applicable to transactions by brokers or dealers with respect to the Registrable Notes or Exchange Notes;

(iii) to the extent any Free Writing Prospectus is used, file with the SEC any Free Writing Prospectus that is required to be filed by the Company with the SEC in accordance with the Securities Act and the retention of any Free Writing Prospectus not required to be filed to the extent required by SEC rules;

(iv) (A) in the case of a Shelf Registration, use commercially reasonable efforts upon written request to furnish to each Holder of Registrable Notes included on such Shelf Registration Statement, to counsel for the Initial Purchasers, to counsel for such Holders and to each Underwriter of an Underwritten Offering of Registrable Notes, if any, without charge, as many copies of each Prospectus, preliminary prospectus or Free Writing Prospectus, and any amendment or supplement thereto (other than any document that amends and supplements any Prospectus, preliminary prospectus or Free Writing Prospectus because it is incorporated by reference therein), as such Holder, counsel or Underwriter may reasonably request in writing in order to facilitate the sale or other disposition of the Registrable Notes thereunder; and, (B) subject to Section 3(c) hereof, the Company consents to the use of such Prospectus, preliminary prospectus or such Free Writing Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the Holders of Registrable Notes and any such Underwriters in connection with the offering and sale of the Registrable Notes covered by and in the manner described in such Prospectus, preliminary prospectus or such Free Writing Prospectus or any amendment or supplement thereto in accordance with applicable law;

(v) (A) in the case of an Exchange Offer Registration Statement, use commercially reasonable efforts to cause the registration and qualification of the Registrable Notes under all applicable state securities or blue sky laws, if and to the extent legally required in order to effect the Exchange Offer, and, in the case of a Shelf Registration Statement and if necessary to permit sales under the Shelf Registration Statement, cooperate with the selling Holders and their counsel to register or qualify the Registrable Notes under the applicable state securities or blue sky laws of such jurisdictions as any Holder of Registrable Notes covered by such Shelf Registration Statement shall reasonably request in writing by the time the applicable Shelf Registration Statement becomes effective; (B) cooperate with such Holders in connection with any filings required to be made with FINRA; and (C) use commercially reasonable efforts to cause any and all other acts and things within the Company's reasonable control that may be reasonably necessary to enable each Holder to complete the disposition in each such jurisdiction of the Registrable Notes owned by such Holder; provided that the Company shall not be required to (1) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (2) file any general consent to subject itself to service of process in any such jurisdiction, or (3) subject itself to taxation in any such jurisdiction if it is not already so subject;

(vi) Notify counsel for the Initial Purchasers and, in the case of a Shelf Registration, notify each Holder of Registrable Notes included on such Shelf Registration Statement and counsel for such Holders promptly and, if requested by any such Holder or counsel, confirm such advice in writing: (1) if not available by EDGAR, when a Registration Statement has become effective, when any post-effective amendment thereto has been filed and becomes effective, when any Free Writing Prospectus has been filed or any amendment or supplement to the Prospectus or any Free Writing Prospectus has been filed; (2) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement, Prospectus or any Free Writing Prospectus or for additional information after the Registration Statement has become effective; (3) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, including the receipt by the Company of any notice of objection of the SEC to the use of a Shelf Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act; (4) if, between the applicable effective date of a Shelf Registration Statement and the closing of any resale of Registrable Notes covered thereby, the Company receives any notification with respect to the suspension of the qualification of the Registrable Notes for resale in any jurisdiction or the initiation of any proceeding for such purpose; (5) of the happening of any event during the period a Registration Statement is effective that makes any statement made in such Registration Statement or the related Prospectus or any Free Writing Prospectus or any amendment or supplement thereto untrue in any material respect or that requires the making of any changes in such Registration Statement or Prospectus or any Free Writing Prospectus in order to make the statements therein not misleading (in the case of the Prospectus, in light of the circumstances under which they were made); and (6) of any determination by the Company that a post-effective amendment to a Registration Statement or any amendment or supplement to the Prospectus or any Free Writing Prospectus would be required;

(vii) use commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement, or, in the case of a Shelf Registration, the resolution of any objection of the SEC pursuant to Rule 401(g)(2) under the Securities Act, including by filing an amendment to such Shelf Registration Statement on the proper form, as promptly as reasonably practicable and provide prompt notice to each Holder of the withdrawal of any such order or such resolution;

(viii) in the case of a Shelf Registration, furnish to each Holder of Registrable Notes included on such Shelf Registration Statement, without charge, upon written request, at least one conformed copy of each Registration Statement and any post-effective amendment thereto (without any documents incorporated therein by reference or exhibits thereto, unless requested in writing), if such documents are not available via EDGAR;

(ix) in the case of a Shelf Registration, reasonably cooperate with the Holders of Registrable Notes included on such Shelf Registration Statement to facilitate the timely preparation and delivery of certificates representing Registrable Notes to be sold and not bearing any restrictive legends and enable such Registrable Notes to be issued in such denominations and, in the case of certificated securities, registered in such names (consistent with the provisions of the Indenture) as such Holders may reasonably request at least three Business Days prior to the closing of any sale of Registrable Notes;

(x) upon the occurrence of any event contemplated by Section 3(a)(vi)(5) hereof, use commercially reasonable efforts to prepare and file with the SEC a supplement or post-effective amendment to such Registration Statement or the related Prospectus or any Free Writing Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered (or, to the extent permitted by law, made available) to purchasers of the Registrable Notes, such Prospectus or Free Writing Prospectus, as the case may be, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Company shall notify the Holders of Registrable Notes and the Initial Purchasers and any Participating Broker-Dealers known to the Company (in the case of an Exchange Offer Registration Statement), as applicable, to suspend use of the Prospectus or any Free Writing Prospectus as promptly as reasonably practicable after the occurrence of such an event, and such Holders, such Participating Broker-Dealers and Initial Purchasers, as applicable, hereby agree to suspend use of the Prospectus or any Free Writing Prospectus, as the case may be, until the Company has amended or supplemented the Prospectus or the Free Writing Prospectus, as the case may be, to correct such misstatement or omission; provided that the Company shall not be required to take any action pursuant to this Section 3(a)(x) during any suspension period pursuant to Section 2(e)(vi) or Section 3(d) hereof;

(xi) within a reasonable time prior to the filing of any Registration Statement, any Prospectus, any Free Writing Prospectus, or any amendment of or supplement to a Registration Statement, a Prospectus or a Free Writing Prospectus, in each case, excluding any document that is to be incorporated by reference into such Registration Statement, Prospectus, Free Writing Prospectus or any amendment or supplement thereto, provide copies of such document to the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, to the Holders of Registrable Notes included on such Shelf Registration Statement and their counsel) and make representatives of the Company, as shall be reasonably requested by the Initial Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Holders of Registrable Notes included on such Shelf Registration Statement or their counsel), available for discussion of such document at reasonable times and upon reasonable notice, provided, however, Holders will be deemed to have received the documents referred to above upon delivery of such documents to the depository or depositories of the Registrable Notes for distribution to its participants; and the Company shall not, at any time after initial filing of a Registration Statement, use or file any Prospectus, any Free Writing Prospectus, or any amendment of or supplement to a Registration Statement, a Prospectus or a Free Writing Prospectus, in each case, excluding any document that is to be incorporated by reference into such Registration Statement, Prospectus or Free Writing Prospectus or any amendment or supplement thereto, of which the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Holders of Registrable Notes and their counsel) shall not have previously been advised and furnished a copy or to which the Initial Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Holders of Registrable Notes or their counsel) shall have previously reasonably objected in writing within two Business Days after the receipt thereof, unless the Company in good faith reasonably believes that use or filing of such Registration Statement, Prospectus, Free Writing Prospectus, or any amendment of or supplement to a Registration Statement, a Prospectus or a Free Writing Prospectus is required by applicable law;

(xii) use commercially reasonable efforts to obtain a CUSIP number for all Exchange Notes or Registrable Notes, as the case may be, not later than the initial effective date of a Registration Statement;

(xiii) cause the Indenture to be qualified under the Trust Indenture Act in connection with the registration of the Exchange Notes or Registrable Notes that are registered on a Shelf Registration Statement, as the case may be; reasonably cooperate with the Trustee and the Holders to effect such changes to the Indenture as may be required for the Indenture to be so qualified in accordance with the terms of the Trust Indenture Act; and execute, and use commercially reasonable efforts to cause the Trustee to execute, all documents as may be required to effect such changes and all other forms and documents required to be filed with the SEC to enable the Indenture to be so qualified in a timely manner;

(xiv) in the case of a Shelf Registration, make available for inspection, solely for customary due diligence purposes to the extent appropriate, by a representative of the Holders of the Registrable Notes (an “Inspector”), any Underwriter participating in any disposition pursuant to such Shelf Registration Statement, one firm of counsel and one firm of accountants designated by a majority in aggregate principal amount of the Holders of Registrable Notes to be included in such Shelf Registration and one firm of attorneys and one firm of accountants designated by such Underwriter, at reasonable times and in a reasonable manner, such financial and other records, pertinent documents and access to properties of the Company and its subsidiaries as such Persons may reasonably

request, and cause the officers, directors and employees of the Company to supply all such information and access reasonably requested by any such Inspector, Underwriter, attorney or accountant in connection with a Shelf Registration Statement; provided that each Person receiving such information shall take such actions as are reasonably necessary to protect the confidentiality of such information (including, without limitation, entering into a confidentiality agreement in customary form if requested by the Company) and shall not disclose such records, documents or information unless (A) the disclosure of such records, documents or information is necessary to avoid or correct a misstatement or omission in a Registration Statement; (B) the release of such records, documents or information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction or as part of the evidentiary procedures of a court of competent jurisdiction; or (C) such records, documents or information have previously been generally made available to the public;

(xv) if reasonably requested by any Holder of Registrable Notes covered by a Shelf Registration Statement, promptly include or incorporate by reference in a Prospectus supplement or post-effective amendment such information with respect to such Holder as such Holder reasonably concludes is required to be included therein and make all required filings of such Prospectus supplement or such post-effective amendment as soon as reasonably practicable after the Company has received notification of the matters to be so included in such filing;

(xvi) in the case of a Shelf Registration, enter into such customary agreements and take all such other customary and appropriate actions in connection therewith (including those reasonably requested by the Holders of a majority in principal amount of the Registrable Notes covered by the Shelf Registration Statement) in order to expedite or facilitate the disposition of such Registrable Notes including, but not limited to, in an Underwritten Offering and in such connection, (A) provided that the Holders' representations and warranties are of the substance and scope as are customarily made by selling security holders to underwriters in underwritten offerings, to the extent possible, make such representations and warranties to the Holders and any Underwriters of such Registrable Notes with respect to the business of the Company and its subsidiaries and the Registration Statement, Prospectus, any Free Writing Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and consistent with the applicable representations and warranties in the Purchase Agreement and confirm the same if and when required by or requested by the Holder pursuant to the applicable underwriting agreement, (B) solely with respect to an Underwritten Offering, obtain opinions of counsel to the Company (which counsel and opinions, in form, scope and substance, shall be reasonably satisfactory to the Holders of a majority in principal amount of the Registrable Notes being sold and such Underwriters and their respective counsel) addressed to each selling Holder and Underwriter of such Registrable Notes, in customary form and subject to customary limitations, assumptions and exclusions and covering the matters customarily covered in opinions requested in underwritten offerings, (C) solely with respect to an Underwritten Offering, obtain "comfort" letters from the independent certified public accountants of the Company (and, if necessary, any other certified public accountant of any subsidiary of the Company, or of any business acquired by the Company for which financial statements and financial data are or are required to be included in the Registration Statement) addressed to each selling Holder (to the extent permitted by applicable professional standards) and Underwriter of such Registrable Notes, such letters to be in customary form and covering matters of the type customarily covered in "comfort" letters in connection with underwritten offerings, including but not limited to financial information contained in any preliminary prospectus, Prospectus or Free Writing Prospectus, and (D) deliver such documents and certificates as may be reasonably requested by the Holders of a majority in principal amount of the Registrable Notes being sold or the Underwriters, and which are customarily delivered in underwritten offerings, to evidence the continued validity of the representations and warranties of the Company made pursuant to clause (A) above and to evidence compliance with any customary conditions contained in an underwriting agreement; it being agreed that the representations and warranties, opinions of counsel and comfort letters delivered in connection with the initial offering of the EIDP Notes are customary; and

(b) In the case of a Shelf Registration Statement, the Company may require, as a condition to include such Holder's Registrable Notes in such Shelf Registration Statement, each Holder of Registrable Notes to furnish to the Company such information regarding such Holder and the proposed disposition by such Holder of such Registrable Notes and other documentation necessary to effectuate the proposed disposition as the Company may from time to time reasonably request in writing and require such Holder to agree in writing to be bound by all provisions of this Agreement applicable to such Holder; provided that if such Holder fails to provide the requested information within 15 Business Days, including all information required to be disclosed so that the information previously furnished to the Company by such Holder is not materially misleading and does not omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, the Company may exclude such Holder's Registrable Notes from such Shelf Registration Statement until such time as the information is provided.

(c) In the case of a Shelf Registration Statement, each Holder of Registrable Notes covered in such Shelf Registration Statement agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(a)(vi)(3) or Section 3(a)(vi)(5) hereof, such Holder will forthwith discontinue disposition of Registrable Notes pursuant to the Shelf Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus and any Free Writing Prospectus contemplated by Section 3(a)(x) hereof and, if so directed by the Company, such Holder will deliver to the Company (at its expense) all copies in its possession, other than permanent file copies then in such Holder's possession, of the Prospectus and any Free Writing Prospectus covering such Registrable Notes that is current at the time of receipt of such notice.

(d) (i) If the Company shall give any notice to suspend the disposition of Registrable Notes pursuant to a Registration Statement, the Company shall not be required to maintain the effectiveness during the period of suspension, and the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date when the Holders of such Registrable Notes shall have received copies of the supplemented or amended Prospectus or any Free Writing Prospectus necessary to resume such dispositions or notice that such amendment or supplement is not necessary; provided that no such extension shall be made in the case where such suspension is solely as a result of the Company's compliance with this Section 3(d) or any other suspension at the request of a Holder.

(ii) The Company may give any such notice only twice during any 365-day period, any such suspensions shall not exceed 60 days for each suspension and there shall not be more than two suspensions in effect during any 365-day period (except for the consecutive 60-day period immediately prior to the maturity of the EIDP Notes).

(e) (i) The Holders of Registrable Notes covered by a Shelf Registration Statement who desire to do so may sell such Registrable Notes in an Underwritten Offering. In any such Underwritten Offering, the investment bank or investment banks and manager or managers (each an "Underwriter") that will administer the offering will be selected by the Company (provided the lead Underwriter shall also be reasonably acceptable to Holders of a majority in principal amount of the Registrable Notes included in such offering). All fees, costs and expenses of the Underwriters, except for Registration Expenses, shall be borne by such Holders.

(ii) No Holder of Registrable Notes may participate in any Underwritten Offering hereunder unless such Holder (A) agrees to sell such Holder's Registrable Notes on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements, and (B) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such Underwritten Offering.

(iii) In the event of an Underwritten Offering, each Holder agrees that, neither such Holder nor any Underwriter participating in any disposition pursuant to any Registration Statement on such Holder's behalf, will make any offer relating to the Registrable Notes that would constitute an Issuer Free Writing Prospectus (as defined in Rule 433 under the Securities Act) or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 under the Securities Act) required to be filed by the Company with the SEC or retained by the Company under Rule 433 of the Securities Act, unless it has obtained the prior written consent of the Company.

4. Participation of Broker-Dealers in Exchange Offer

(a) (i) The Company has been advised that the Staff has taken the position that any broker-dealer that receives Exchange Notes for its own account in the Exchange Offer in exchange for the EIDP Notes that were acquired by such broker-dealer as a result of market-making or other trading activities (a "Participating Broker-Dealer") may be deemed to be an "underwriter" within the meaning of the Securities Act and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes.

(ii) The Company has been advised that it is the Staff's position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Notes, without naming the Participating Broker-Dealers or specifying the amount of Exchange Notes owned by them, such Prospectus may be delivered by Participating Broker-Dealers (or, to the extent permitted by law, made available to purchasers) to satisfy their prospectus delivery obligation under the Securities Act in connection with resales of Exchange Notes for their own accounts, so long as the Prospectus otherwise meets the requirements of the Securities Act.

(b) (i) In light of the above, and notwithstanding the other provisions of this Agreement, the Company agrees, if so requested by one or more Holders who is a Participating Broker-Dealer, to use commercially reasonable efforts to amend or supplement the Prospectus contained in the Exchange Offer Registration Statement for a period ending on the earlier of (A) 180 days after the Exchange Date (as such period may be extended pursuant to Section 3(d) hereof), and (B) the date on which each Participating Broker-Dealer is no longer required to deliver a prospectus in connection with market making or other trading activities, in each case to the extent necessary to ensure that the Exchange Offer Registration Statement is available for resale of the Registrable Notes acquired by the Participating Broker-Dealers.

(ii) The Company further consents, subject to Section 3(c) hereof, to the delivery of (or, to the extent permitted by law, agree to make available) such Prospectus by Participating Broker-Dealers during such period in connection with the resales contemplated by this Section 4.

(c) The Initial Purchasers shall have no liability to the Company or any Holder with respect to any request that a Holder may make pursuant to Section 4(b) hereof.

5. Indemnification and Contribution.

(a) (i) The Company agrees to indemnify and hold harmless each Initial Purchaser, each Holder, their respective directors, officers and employees, each Person, if any, who controls any Initial Purchaser or any Holder within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of any Initial Purchaser within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable legal fees and other documented expenses reasonably incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (1) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or (2) any untrue statement or alleged untrue statement of a material fact contained in any Prospectus, or in any amendment thereof or any supplement thereto, any Free Writing Prospectus or any "issuer information" ("Issuer Information") filed or required to be filed pursuant to Rule 433(d) under the Securities Act, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Initial Purchaser or information relating to any Holder furnished to the Company in writing by or on behalf of such parties expressly for use therein.

(ii) In connection with any Underwritten Offering permitted by Section 3 hereof, the Company agrees to also indemnify the Underwriters, if any, their respective affiliates (within the meaning of Rule 405 under the Securities Act) and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders, if requested in connection with any Registration Statement, any Prospectus, any Free Writing Prospectus or any Issuer Information.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, the Initial Purchasers and the other selling Holders, the directors of the Company, each officer of the Company who signed the Registration Statement and each Person, if any, who controls the Company, any Initial Purchaser and any other selling Holder within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, and each affiliate of any Initial Purchaser within the meaning of Rule 405 under the Securities Act and such Initial Purchaser's respective directors, officers and employees, to the same extent as the indemnity set forth in Section 5(a).

hereof, but only with respect to any losses, claims, damages or liabilities (including without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Holder furnished to the Company in writing by or on behalf of such Holder expressly for use in any Registration Statement, any Prospectus or any Free Writing Prospectus.

(c) (i) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Person in respect of which indemnification may be sought pursuant to either Section 5(a) or Section 5(b) hereof, such Person (the “Indemnified Person”) shall promptly notify the Person against whom such indemnification may be sought (the “Indemnifying Person”) in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under Section 5(a) or Section 5(b) hereof, except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under Section 5(a) or Section 5(b) hereof.

(ii) If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 5 that the Indemnifying Person may designate in such proceeding and shall pay the reasonable fees and expenses of such proceeding and shall pay the reasonable and documented fees and expenses of such counsel related to such proceeding, as incurred.

(iii) In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (A) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (B) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (C) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (D) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them.

(iv) It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such reasonable fees and expenses shall be reimbursed as they are incurred.

(v) Any such separate firm (x) for any Initial Purchaser or its affiliates, directors and officers and any control Persons of such Initial Purchaser shall be designated in writing by such Initial Purchasers, (y) for any Holder, its directors and officers and any control Persons of such Holder shall be designated in writing by the Majority Holders, and (z) in all other cases shall be designated in writing by the Company.

(vi) The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment.

(vii) No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (A) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding, and (B) does not include any statement as to or any admission of fault, culpability or failure to act by or on behalf of any Indemnified Person.

(d) If the indemnification provided for in Section 5(a) or Section 5(b) hereof is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such Section 5(a) or Section 5(b), in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company from the offering of the EIDP Notes and the Exchange Notes, on the one hand, and by the Holders from receiving the EIDP Notes or Exchange Notes registered under the Securities Act, on the other hand, or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and the Holders, on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company, on the one hand, and the Holders, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Holders, as applicable, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) (i) The Company and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 5(d) hereof.

(ii) The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in Section 5(d) hereof shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Person in connection with any such action or claim.

(iii) Notwithstanding the provisions of this Section 5, in no event shall a Holder be required to contribute any amount in excess of the amount by which the total price at which the EIDP Notes or Exchange Notes sold by such Holder exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

(iv) No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(v) The Holders' obligations to contribute pursuant to this Section 5 are several and not joint.

(f) The remedies provided for in this Section 5 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

(g) The indemnity and contribution provisions contained in this Section 5 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement; (ii) any investigation made by or on behalf of the Initial Purchasers or any Holder or any Person controlling any Initial Purchaser or any Holder, or by or on behalf of the Company or the officers or directors of or any Person controlling the Company; (iii) acceptance of any of the Exchange Notes; and (iv) any sale of Registrable Notes pursuant to a Shelf Registration Statement.

6. General

(a) *No Inconsistent Agreements.* The Company represents, warrants and agrees that (i) the rights granted to the Holders hereunder do not in any way conflict with the rights granted to the holders of any other outstanding securities issued by the Company under any other agreement, and (ii) the Company has not entered into, and on or after the date of this Agreement, will not enter into, any agreement that conflicts with the rights granted to the Holders of Registrable Notes in this Agreement or otherwise conflicts with the provisions hereof.

(b) *Amendments and Waivers.* The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Company has obtained the written consent of Holders of at least a majority in aggregate principal amount of the outstanding Registrable Notes affected by such amendment, modification, supplement, waiver or consent. Any amendments, modifications, supplements, waivers or consents pursuant to this Section 6(b) shall be in writing and signed by the parties hereto. Each Holder of Registrable Notes outstanding at the time of such amendment, modification, supplement, waiver or consent thereafter shall be bound by and any such amendment, modification, supplement, waiver or consent effected pursuant to this Section 6(b), whether or not any notice, writing or marking indicating such amendment, modification, supplement, waiver or consent appears on the Registrable Notes or is delivered to such Holder. Each Holder may waive compliance with respect to any obligation of the Company under this Agreement as it may apply or be enforced by such particular Holder.

(c) *Notices.* Except as otherwise specified herein, all notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, email or any courier guaranteeing overnight delivery (A) if to a Holder, at the most current address given by such Holder to the Company by means of a notice given in accordance with the provisions of this Section 6(c), which address initially is, with respect to the Initial Purchasers, the addresses set forth in the Purchase Agreement; (B) if to the Company, initially at the Company's address set forth in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c); and (C) if to such other persons, at their respective addresses as provided in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c). All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; three Business Days after being deposited in the mail, postage prepaid, if mailed; on receipt, if emailed; and on the next Business Day if timely delivered to an air courier guaranteeing overnight delivery. Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Indenture.

(d) *Successors and Assigns.* This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; provided that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Notes in violation of the terms of the Purchase Agreement or the Indenture. If any transferee of any Holder shall acquire Registrable Notes in any manner, whether by operation of law or otherwise, such Registrable Notes shall be held subject to all the terms of this Agreement, and by taking and holding such Registrable Notes such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof. The Initial Purchasers (in their respective capacities as Initial Purchasers) shall have no liability or obligation to the Company with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement.

(e) *Third-Party Beneficiaries.* The Trustee and each Holder shall be a third-party beneficiary to the agreements made hereunder between the Company, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of other Holders hereunder; provided that the remedies of any Holder with respect to any Registration Default and the Exchange Offer Registration, any Shelf Registration and related matters provided for in this Agreement shall be limited to the Additional Interest set forth in Section 2(e) hereof, which shall constitute liquidated damages and the sole remedy therefor.

(f) *Counterparts.* This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail in "portable document format" (".pdf") (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(g) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

(h) *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.* This Agreement will be governed by and construed in accordance with the laws of the State of New York. Each of the parties hereto irrevocably consents and agrees that any legal action, suit or proceeding against it with respect to its obligations, liabilities or any other matter arising out of or based on this Agreement shall be brought in the courts of the State of New York sitting in New York County or of the United States of America for the Southern District of New York. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(i) *Entire Agreement; Severability.* This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Company and the Initial Purchasers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, void or unenforceable provisions.

(j) *Delegation by the Company.* All references to obligations of the Company to take or not take any actions shall be satisfied so long as the Company causes such actions to be taken or not taken, as applicable.

(k) *Termination.* This Agreement and the obligations of the parties hereunder shall terminate upon the expiration of the Shelf Effectiveness Period, except for any liabilities or obligations under Section 5 hereof, each of which shall remain in effect in accordance with its terms.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EIDP, INC.

By: /s/ Laurie A. Conslato
Name: Laurie A. Conslato
Title: Vice President and Treasurer

[Signature Page to the Registration Rights Agreement]

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

MORGAN STANLEY & CO. LLC

By: /s/ Yiming Hu
Name: Yiming Hu
Title: Vice President

[Signature Page to the Registration Rights Agreement]

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

J.P. MORGAN SECURITIES LLC

By: /s/ Som Bhattacharyya

Name: Som Bhattacharyya

Title: Executive Director

[Signature Page to the Registration Rights Agreement]

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

BOFA SECURITIES, INC.

By: /s/ Kevin Wehler

Name: Kevin Wehler

Title: Managing Director

[Signature Page to the Registration Rights Agreement]