This Confidential Pro Tanto Settlement Agreement and Release of Claims (the "Agreement") is made and entered into on the Effective Date (as defined herein) by and between the Plaintiff, the City of Rome, Georgia, inclusive of all departments, divisions, agencies, facilities, funds, boards, and instrumentalities (hereinafter referred to as "Rome"), and E.I. du Pont de Nemours and Company n/k/a EIDP, Inc. ("E.I. DuPont"), The Chemours Company, Chemours FC, LLC. ("Chemours"), DuPont de Nemours, Inc. ("DuPont"), Corteva, Inc. ("Corteva"), (hereinafter "Released Parties" as further defined below), each referred herein individually as a "Party" and referred to collectively herein as the "Settlement Parties."

WITNESSETH

WHEREAS, the City of Rome, Georgia is a municipal corporation in Floyd County, Georgia and is organized pursuant to the laws of the State of Georgia;

WHEREAS, Rome filed a lawsuit against various parties in the Superior Court of Floyd County, Georgia, styled *The City of Rome, Georgia v. 3M Company et al*, Civil Action No. 19-CV-02405 (the "Lawsuit");

WHEREAS, E.I. DuPont is a Delaware corporation in good standing, with its corporate headquarters located at 9330 Zionsville Rd., Indianapolis, Indiana 46268-1053;

WHEREAS, Chemours is a Delaware corporation in good standing, with its corporate headquarters located at 1007 Market Street, Wilmington DE, 19805;

WHEREAS, DuPont is a Delaware corporation in good standing, with its corporate headquarters located at 974 Centre Road, Wilmington, DE 19805;

WHEREAS, Corteva is a corporation in good standing, with its corporate headquarters located at 9330 Zionsville Rd., Indianapolis, Indiana 46268-1053;

WHEREAS, in the Lawsuit, Rome alleges, among other things, that numerous entities and persons, including the Released Parties, were and are involved with, or participated in, directly or indirectly, the discharge of certain substances generally called Per- and Poly- fluoroalkyl Substances ("PFAS") in and around the City of Dalton, Georgia, which Rome alleges were directed to or sent, directly or indirectly, via various and certain wastewater discharges made to the Dalton Utilities publicly-owned treatment works ("POTW") and related facilities or properties, after PFAS-containing chemicals or products or raw materials were supplied to, used in chemicals or products, used at, and/or disposed or discharged at facilities in Whitfield County, Georgia;

WHEREAS, Rome asserts that the PFAS chemicals were and are being discharged to and/or applied to Dalton Utilities' Land-Application System ("LAS") in Whitfield County, Georgia, which then pass through the LAS into the Conasauga River (or tributaries thereof and connections thereto), and then flowed and continue to flow downstream causing harm to Rome, its property, its drinking water, and its citizens and residents;

WHEREAS, Released Parties maintain that meritorious defenses exist as to Rome's alleged and potential claims of liability and damages in the Lawsuit;

WHEREAS, Released Parties dispute the factual, scientific, legal, or other bases of, and have denied, Rome's allegations, claims, assertions, and theories of liability presented in the Lawsuit or related to any alleged wrongdoing in connection with PFAS that may be identified in Rome's municipal water system or water sources;

WHEREAS, without any admission of liability or wrongdoing by Released Parties, who deny and continue to deny any liability or wrongdoing in connection with Rome's claims, and who specifically deny and dispute the scientific, factual, legal, and all other bases asserted in support

of Rome's claims and/or the Lawsuit, but after considering carefully the facts, applicable law, and risks, and in order to avoid the uncertainties, expenses, costs, delays, and burdens of potential protracted litigation, the Released Parties desire to settle, compromise, and reach a full and final resolution on the basis of the terms herein as to any and all of the claims asserted, or claims that could have been asserted, against Released Parties by Rome in the Lawsuit and any and all claims arising out of, or in any way related to, the past PFAS usage and/or discharges detailed in the Lawsuit;

WHEREAS, the Settlement Parties understand and agree that this is a compromise settlement of a disputed claim and that Rome asserts it has not been made whole for its overall damages detailed in the Lawsuit;

WHEREAS, the Settlement Parties understand and agree that Rome's claims against all other defendants and non-parties remain in full force and effect and are not released by this Agreement, except as otherwise set forth in this Agreement;

WHEREAS, the Settlement Parties have agreed to enter into this Agreement in order to fully resolve any and all differences, disputes, claims, allegations, charges, costs, and expenses asserted by or related to Rome that are or can be construed as regarding, related to, arising out of, or incidental in any way to the actions, omissions, assertions, and claims alleged and asserted in the Lawsuit, whether known or unknown as of the Effective Date; and,

WHEREAS, Released Parties have submitted an affidavit with this agreement identifying the portions of it that are a trade secret.

NOW, THEREFORE, in consideration of the above, the mutual promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are

hereby acknowledged, and without resolving any issue of law or fact, in order to avoid the uncertainty, burden, delay, and expense of litigation, the Settlement Parties agree as follows:

- 1. Whenever the terms listed below are used in this Agreement, the following definitions shall apply:
 - a. "Agreement" means this Confidential Pro Tanto Settlement Agreement and Release of Claims.
 - b. "Rome" means the City of Rome, Georgia, and all of its departments, divisions, agencies, facilities, funds, boards and instrumentalities, and their officers, agents, and employees, including but not limited to the City Commission, Mayor, and the municipal water system.
 - c. "Covered Matters" means each and every past, present, and future cause of action, claim, or administrative action that is made or could have been made against Released Parties with regard to claims, demands, causes of action, actions, suits, liabilities, obligations, losses, damages of whatever nature, including but not limited to compensatory and/or punitive damages, costs, expenses, and any other monetary or other form of relief whatsoever and of every kind or nature, whether known or unknown, direct or indirect, federal, state, local, statutory, or civil, whether in law or equity, pursuant to any law, rule, regulation, ordinance, contract, directive, or mandate, liquidated or unliquidated, fixed or contingent, matured or unmatured, suspected or unsuspected, asserted or unasserted, that Rome may now have or may have had at any time heretofore, individually or jointly, arising from or resulting from or in any manner incidental to any and every matter, thing, or event, no matter what, occurring or failing to occur, at any time in the past or up to and including the Effective Date of this Agreement, known or unknown, or related in any manner including but not limited to allegations of PFCs or PFAS in and around Dalton, Georgia, including without limitation other locations impacting or hydrologically connected with, or tributaries to Rome or Floyd County, Georgia, or at any time related directly or indirectly to, arising out of, in connection with, or incidental in any way in whole or in part: (i) to any alleged Discharge of PFAS; (ii) any and all actions, omissions, assertions and claims alleged and asserted (or that could have been alleged or asserted) in the Lawsuit, or as to any discovery obtained in or potential claims known or unknown purportedly associated with the Lawsuit; (iii) the alleged presence of PFAS in drinking water, or the environment (including but not limited to in the air, surface water, groundwater, municipal water, public or private well-water, soil, or wherever otherwise located); (iv) the purchase, use, handling, application, sale, transport, arrangement, discharge, disposal, release, migration, emission, upset or spillage of PFAS at, to, from, under, near, or on any property or facility in or near Dalton, Whitfield County, Georgia, or the area surrounding Rome including without limitation any PFAS allegedly present as a result of disposal or discharge, directly or indirectly, to any sewerage system, water

treatment facility, landfill or other location and/or resulting in any alleged exposure to PFAS whether via dermal contact, inhalation, drinking water, or otherwise or creating or causing stigma, injury, damage, property loss, or any other adverse effects. This does not include any Discharge of PFAS by Settlement Defendants after the Effective Date.

- d. "Discharge" means any spilling, leaking, pumping, pouring, emitting, emptying, releasing, discharging, injecting, escaping, leaching, dumping, or disposing of PFAS, whether directly or indirectly.
- e. "Effective Date" means that date when the Agreement has been executed by Rome and returned to Released Parties for execution.
- f. "PFAS" for purposes of the release of liability contemplated by this Agreement means, refers to, and includes the 9,252 chemicals identified by the United States Environmental Protection Agency in its PFAS Master List of PFAS Substances located at https://comptox.epa.gov/dashboard/chemical_lists/pfasmaster ("PFAS Master List"), and any amendments or additions to said PFAS Master List, along with any precursors or derivatives, homologues, parent or daughter compounds, byproducts, impurities, and/or degradation products (degradants), and includes any and all PFAS for purposes of any such release of liability. For purposes of this Agreement, the definition of "PFAS" is intended to be as broad and inclusive as possible and includes without limitation all per- and poly-fluoroalkyl substances and their chemical precursors and degradants, including but not limited to PFOA or PFOS, HFPO-DA, as well as all products manufactured with, containing such substances, precursors or derivatives, homologues, parent or daughter compounds, byproducts, impurities and/or degradants or having such substances, precursors, or degradants applied or introduced.
- g. "Released Parties" means E.I. du Pont de Nemours and Company ("E.I. DuPont"), The Chemours Company, Chemours FC, LLC. ("Chemours"), DuPont de Nemours, Inc. ("DuPont"), and Corteva, Inc. ("Corteva") and each of their principals, partners, joint ventures, representatives, employees, directors, officers, managers, agents, fiduciaries, shareholders, members, owners, predecessors, successors (by merger, operation of law, or otherwise), acquirers, purchasers, transferees, affiliates, insurers, underwriters, trustees, attorneys, subsidiaries, parent corporations, corporations or entities merged with, affiliated with or acquired by them and/or their assigns, subject to the warranty in Paragraph 8, below.
- 2. Upon payment of the initial amount due this year, described in Exhibit A hereto (and filed separately), Rome and its successors and assigns, jointly and severally, do hereby generally, fully, finally, irrevocably, forever and completely release, remise, discharge, waive, relinquish, compromise, settle, warrant and covenant not to sue the Released Parties for and as to

any and all Covered Matters. At that time, Released Parties shall have no further obligation, responsibility, or liability whatsoever with respect to the payment or the allocation or distribution of that amount. Provided, however, Released Parties are bound to make the additional annual payments set forth in Exhibit A. Rome shall provide a stipulation of dismissal with prejudice which the Released Parties shall hold for filing within three (3) business days from the date Rome receives payment of the initial payment amount described in Exhibit A. Rome shall file any and all pleadings necessary to cause the Lawsuit to be dismissed with prejudice as to Released Parties, costs taxed as paid, with none of the Settlement Parties to be liable for any attorneys' fees or any additional costs, charges, or expenses not included in the amounts described in Exhibit A.

- 3. Rome represents and warrants that upon the execution of this agreement and effective September 2, 2023, (i) it will not charge or pass along any cost to treat its water for PFAS to its ratepayers in the form of rate increases; and (ii) that any future additions, modifications, or improvements to Rome's water treatment facility will be the sole responsibility of Rome and not the Released Parties. Rome reserves the right to change its rates for reasons other than the treatment of PFAS.
- 4. Rome represents and warrants it shall perform all acts and execute and deliver all documents necessary, convenient, or desirable to affect all provisions of the releases contained in this Agreement. To the extent permitted by law, this Agreement may be pleaded as or used to demonstrate a complete defense to, bar against, or the basis to enjoin any action, suit, administrative action, or other proceeding brought, filed or attempted that is contrary to the terms, in breach of, or violating this Agreement.
- 5. Rome expressly states that this is a full and final release of any and all claims in favor of the Released Parties. Rome represents, warrants, and covenants that the settlement

payments in Exhibit A represent full and complete payment of any and all amounts the Released Parties could possibly owe Rome relating to the Covered Matters. This Agreement applies to, is binding upon, and inures to the benefit of the Settlement Parties and the Released Parties. This Agreement does not extend to or inure to the benefit of any party, person, or entity other than Settlement Parties and the Released Parties, and nothing in this Agreement shall be construed to make any other person or entity not identified herein a third-party beneficiary to this Agreement. Thus, Rome reserves all rights and causes of action that it might have, and might pursue, against the remaining defendants in the Lawsuit, named or un-named.

- 6. As this is a compromise and settlement of alleged and disputed claims, Released Parties enter into this Agreement without inference or admission of guilt or any liability. For purposes of this Agreement, Released Parties deny and dispute any liability as to the allegations, claims, disputes, damages, or complaints regarding, related to, arising out of, in connection with, or incidental in any way to the actions, omissions, and claims that are presented, alleged, implied, inferable from, or asserted in the Lawsuit. Released Parties do not waive or forfeit any defenses or arguments that it could have asserted in the Lawsuit against Rome. Released Parties do not waive or forfeit any causes of action, claims, defenses, or arguments that it could assert against parties other than Rome including without limitation to any claims or causes of action that are outside the definition of "Covered Matters," such as the claims and causes of action asserted in *Johnson v. 3M Co., et al.*, No. 4:20-cv-0008-AT (N.D. Ga.).
- 7. The Settlement Parties, and the signatories executing this Agreement on behalf of the Settlement Parties, hereby represent and warrant respectively that each has the right, power, legal capacity, and authority to enter into and perform the obligations under this Agreement, on their own behalf and on behalf of anyone they represent. Further, no other approval or consent of

any person or entity is necessary for them to enter into and perform such obligations or to bind the party for whom they have signed. Specifically, the signatories on behalf of Rome aver that they have the authority to negotiate, effectuate, formalize, finalize, and/or otherwise agree to the terms set forth in this Agreement.

- 8. Released Parties warrant that, other than E.I. DuPont, Chemours, DuPont, and Corteva, as named and defined above expressly "Released Parties", that they do not include any other current Defendant in the Lawsuit.
- 9. The terms of this Agreement are contractual and not merely recital. This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and emailed copies of the Agreement and the signatures hereto may be used with the same force and effect as the original.
- 10. This Agreement is a product of joint negotiation and contribution by the Settlement Parties. The Settlement Parties acknowledge and agree that this Agreement should not be deemed prepared or drafted by one party or the other, and it shall be construed accordingly. In the event this Agreement is subject to interpretation or construction by a court or tribunal, such entity shall not construe the terms of the Agreement or any portion thereof against any Party as the drafter and such rules of construction resolving ambiguities against the drafting party shall be inapplicable. The Agreement shall be interpreted without regard to any such presumption, and the Settlement Parties expressly waive presumption(s) requiring construction against the party causing the agreement to be drafted, because each of the Settlement Parties have had the opportunity to consult each Party's respective counsel and provide input as to the Agreement and its terms.

- 11. Neither this Agreement nor any provisions hereof may be changed, waived, discharged, or terminated, except by a subsequently executed written instrument signed by the Settlement Parties.
- 12. The settlement's existence, amount, and terms through this Agreement shall be maintained strictly confidential by Rome to the fullest extent permitted and provided for by Georgia law. Released Parties recognize that Rome, as a municipal organization, is subject to the Open Records Act of the State of Georgia. THE CITY OF ROME WILL APPROVE THIS AGREEMENT IN A REGULARLY SCHEDULED OPEN PUBLIC MEETING DURING THE MONTH OF SEPTEMBER, 2023, AND AT THAT TIME THE AGREEMENT WILL BE SUBJECT TO THE OPEN MEETINGS AND OPEN RECORDS PROVISIONS OF GEORGIA LAW BUT WILL CONTINUE TO TREAT EXHIBIT A AND THE AMOUNTS REFLECTED IN IT AS CONFIDENTIAL TO THE FULL EXTENT ALLOWED UNDER GEORGIA LAW AND THIS AGREEMENT. Released Parties understand that Rome may be required to produce this Agreement, or details included in this Agreement, if Rome receives an appropriate request pursuant to the Georgia Open Records Act that is not subject to one or more exemption(s). If Rome obtains knowledge of or receives any request that would call for the production of this Agreement, it shall immediately transmit notice (as provided for herein) with a complete version of the request and provide Released Parties reasonable opportunity to intervene in or bring an action to prevent disclosure of this Agreement. Rome recognizes that Released Parties may commence legal action to prevent disclosure of this Agreement and prevent Rome from releasing it without a final court order. In such circumstances, Rome agrees to comply with any final court order. In any circumstance, Rome agrees to respond with only the information expressly required by law to be disclosed and responsive to the specific request at issue. If Rome

does not obtain knowledge of or receive any such request, Rome agrees that the existence and terms of this Agreement shall not be disclosed by it to anyone who is not a Settlement Party without either (1) the unanimous written consent of all Settlement Parties or (2) an order from a court of competent jurisdiction compelling disclosure, unless the Court imposes or threatens criminal sanctions, and at that point, Rome may release any and all information. Subject to and without waiving the above, the Parties understand and agree that Settlement Parties or Released Parties are authorized to disclose the settlement terms and this Agreement to all need-to-know financial and legal representatives or as required by law. The consideration being paid for said confidentiality is One Hundred dollars and Zero cents (\$100.00).

- 13. The Released Parties claim the amount paid by them in settlement is competitively sensitive and is therefore entitled to trade secret protection. Rome will not oppose any action filed by Released Parties to assert its trade secrets rights.
- 14. Any public statement made by Rome in response to a Georgia Open Records Act request as described in and in compliance with Paragraph 12, or as required for the City of Rome to ratify the resolution of all claims in the Lawsuit, including but not limited to any public statement made by its agents, representatives, or counsel, regarding the existence or subject matter of this Agreement, shall be accompanied by a statement that the Agreement was entered into for the purposes of resolving disputes, to avoid the uncertainties, costs, expense and burdens of further litigation, and in no way is the Agreement to be interpreted or construed as an admission or inference of guilt, liability, or wrongdoing on the part of the Released Parties.
- 15. The Settlement Parties further acknowledge and agree that they are acting upon their own best judgment, belief, and knowledge of the nature and validity of any and all claims or potential claims in making this Agreement, and that they are acting with the advice of legal counsel

regarding this Agreement. The Settlement Parties further represent that they have completely read all terms hereof and represent that each is executing this Agreement and effecting this release after having had the opportunity to receive legal advice as to their rights and legal consequences from counsel of their choice, and each Party has chosen to enter the Agreement voluntarily, at arm's length, as a fair and equitable compromise of claims that were vigorously contested.

- 16. Rome understands and expressly agrees that the warranties and promises made by it are material to the settlement and that Released Parties would not have entered into this Agreement absent said promises and warranties. Conversely, Released Parties understand and expressly agree that the warranties and promises made by it are material to the settlement and that Rome would not have entered into this Agreement absent said promises and warranties.
- 17. The Settlement Parties agree each to bear their own attorneys' fees, expenses, and costs in connection with the Lawsuit, as well as the preparation and execution of this Agreement.
- 18. The Settlement Parties hereby represent and warrant that they have not heretofore assigned, conveyed, or transferred (or are purported to assign, convey or transfer) any claim, demand, action, cause of action or right herein released or discharged. The provisions of this Agreement shall bind and inure to the benefit of the Settlement Parties and their respective successors.
- 19. Any written notices, demands, requests, or other communications given in connection with this Agreement shall be in writing and transmitted by confirmed e-mail, a nationally recognized overnight courier service, or personally delivered, in care of the individuals and entities listed for each of the Settlement Parties at the addresses set forth below or as a Settling Party may subsequently designate by notice given in like fashion:

If to Released Parties:

c/o Mr. Brian P. Kappel c/o Mr. John M. Johnson LIGHTFOOT, FRANKLIN & WHITE LLC The Clark Building 400 20th Street North Birmingham, AL 35203 bkappel@lightfootlaw.com jjohnson@lightfootlaw.com

If to The City of Rome, Georgia:

c/o Mr. J. Anderson Davis BRINSON, ASKEW, BERRY, SEIGLER, RICHARDSON & DAVIS, LLP P.O. Box 5007 Rome, GA 30162-5007 adavis@brinson-askew.com

-and-

c/o Mr. Matt Conn c/o Mr. Jeff Friedman FRIEDMAN, DAZZIO & ZULANAS, P.C. 3800 Corporate Woods Drive Birmingham, AL 35242 mconn@friedman-lawyers.com jfriedman@friedman-lawyers.com

- 20. If any provision of this Agreement shall be determined to be invalid, void, illegal, or unenforceable, for any reason, then in no event shall such provision affect, impair, or invalidate any other provision of this Agreement, and this Agreement will be construed as if such invalid, void, illegal or unenforceable provisions had never been contained herein.
- 21. This Agreement is subject to the laws of the United States of America and shall be construed in accordance with and governed by the laws of the State of Georgia, regardless of where executed or performed; provided, however, in any instance involving allocation of liability, responsibility, costs, losses, or damages that may impact Released Parties in any way, the Settlement Parties agree that the Released Parties have resolved their alleged allocation of liability

or responsibility only, and in no circumstances shall Released Parties be subject to further liability or damages for the Covered Matters, including on a joint and several basis, nor shall this settlement be used to reduce another party's allocation of liability, responsibility, costs, losses, or damages.

- 22. Except as otherwise set forth herein, this Agreement embodies the entire agreement and understanding between the Settlement Parties and supersedes all prior agreements and understandings relating to resolution of the disputes between the Settlement Parties. No course of prior dealing between the Settlement Parties, no usage of the trade, and no parol or extrinsic evidence of any prior understandings or agreements shall be used or be relevant to supplement, explain or modify any terms unless expressly contemplated by the Agreement. The Settlement Parties further acknowledge that they are not relying, and have not relied, upon any representation or statement made by another Party or its respective representatives with respect to the facts involved in the controversies to which this Agreement pertains or regarding their respective or purported rights. The Settlement Parties hereby assume the risk of any mistake of fact about said controversies or about any facts which are now known or unknown to the Settlement Parties. All prior discussions, drafts, and writings are specifically superseded by this Agreement and may not be used to vary or contest the terms of this Agreement. Released Parties are not and shall not be subject to liability or expense of any kind regarding Covered Matters other than as set forth in this Agreement, as the relief provided in this Agreement is and shall be the sole and exclusive remedy for Rome.
- 23. Settlement Defendant avers that as of the Effective Date it does not currently, and will not in the future knowingly sell products containing PFAS to any entity in or around Whitfield County, Georgia (including but not limited to Gordon County, Murray County and Floyd County, Georgia) for use in the manufacture of carpet.

24. The Settlement Parties agree that the payments recited to be made in this Agreement

and in Exhibit A are for compensatory damages only and do not constitute any payment for

punitive damages.

25. Neither this Agreement, any of its terms, any dismissal order in the Lawsuit, the

fact of settlement, the settlement negotiations, nor any related documents or facts related to the

settlement or the settlement negotiations shall be offered or received in evidence against the

Settlement Parties for any purpose in any other proceeding except for (a) in such proceedings as

may be necessary to consummate, enforce, assert a right arising from, or resolve any dispute under

this Agreement; or (b) in any action against or by either Party to support a defense of res judicata,

collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar

defense.

26. In witness whereof, intending to be legally bound, the Settlement Parties have

caused the Confidential Pro Tanto Settlement Agreement and Release of Claims to be signed as of

the day and year written below pursuant to the terms of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; WITH THE SIGNATURE PAGE OF ALL PARTIES TO FOLLOW.]

I HAVE READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT AND FULLY UNDERSTAND AND ACCEPT

IN WITNESS WHEREOF, the Settlement Parties subscribe their signatures on the dates indicated below.

The City of Rome, Georgia

The Chemours Company
Signature Date 6-9-2023
Print Name: John John Son
Title: Cottoney for Ile Champer Couper
STATE OF Alabama) COUNTY OF JEFFEY SON)
I, a Notary Public, in and for said County in said State, hereby certify that <u>John Johnson</u> name as authorized representative of The Chemours Company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents herein and as such representative with full authority, he/she executed the same voluntarily for and as the act of said entity.
Given under my hand this the Commission Expires: 34/2026
Chemours FC, LLC OF ALABAMININI OF ALABAMINI
Signature Khurkhuron Date 6-9-2023 Print Name: Volu Johnson
Print Name: Volu Volu Sohnson Title: attorney for Chemour FC, LLC
STATE OF Alabama) COUNTY OF JEfferson)
I, a Notary Public, in and for said County in said State, hereby certify that John Son whose name as authorized representative of Chemours FC, LLC, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents herein and as such representative with full authority, he/she executed the same voluntarily for and as the act of said entity.
this day that, being informed of the contents herein and as such representative with full authority, he/she executed the same voluntarily for and as the act of said entity. Given under my hand this the
My Commission Expires: 314 2026 My Commission Expires: 314 2026

DuPont de Nemours, Inc. Date 6-12-2023

Mison

Mison Signature Print Name Title: STATE OF COUNTY OF I, a Notary Public, in and for said County in said State, hereby certify that John John whose name as authorized representative of DuPont de Nemours, Inc., is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents herein and as such representative with full authority, he/she executed the same voluntarily for and as the act of said entity. Given under my hand this the DE day of Jane 2023. My Commission Expires: Corteva, Inc. Signature Title: STATE OF COUNTY OF I, a Notary Public, in and for said County in said State, hereby certify that John John whose name as authorized representative of Corteva, Inc., is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents herein and as such representative with full authority, he/she executed the same voluntarily for and as the act of said entity. Given under my hand this the 12 Lay of Julie, 2023. My Commission Expires: