

This Crop Protection Prepay Account Agreement is serviced by PHI Financial Services, Inc. Corteva Agriscience (Corteva) E.I. du Pont de Nemours and Company ("DuPont") and Dow AgroSciences LLC ("DAS") brand products are provided subject to the terms and conditions of purchase which are part of the labeling and purchase documents.

## 2020 Crop Protection Prepay Account Agreement



PHI Financial Services, Inc.  
7100 N.W. 62nd Ave., P.O. Box 1050, Johnston, IA 50131  
1-800-248-4030 FAX 1-515-809-3639  
[PHIFS@corteva.com](mailto:PHIFS@corteva.com)



### Account Holder Information

Legal Name (First) \_\_\_\_\_ (Last) \_\_\_\_\_ (M.I.) \_\_\_\_\_  
Physical/Residential Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_  
FAX \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Business Legal Name \_\_\_\_\_

**Authorized Users** – the following individuals and/or entities are authorized to make changes to the Account and purchase product using the account

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:** By signing below, I/We agree to the following: (See Page 2 for additional Crop Protection Prepay Account Agreement Terms and Conditions before signing)

1. I have read and reviewed this Crop Protection Prepay Account Agreement and I understand and agree to the Terms and Conditions of the Crop Protection Prepay Account Agreement contained on page 2.
2. I agree that PHI Financial Services, Inc. is making no representations or warranties with regard to the products or services and is a separate entity from the selling companies.
3. All entities or individuals signing below are Crop Protection Prepay Account owners.
4. I am authorized to enter into this Agreement by the entity for which I sign and the entity has or does hereby authorize entering into this Agreement and the performance of its terms.
5. Communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, must be sent to the loan servicer, PHI Financial Services, Inc., c/o Customer Service, 7100 N.W. 62nd Avenue, P.O. Box 1050, Johnston, Iowa 50131-1050.
6. I hereby agree that this Agreement may be executed by me electronically and sent to PHI Financial Services, Inc. and the Agreement so received shall be deemed to be the equivalent of an original signature and shall be a fully valid and binding Agreement of mine as if executed by original signature.
7. I consent to the collection, use and disclosure by PHI Financial Services, Inc. of the personal information provided herein and such other contact, credit and other financial information as may be required from time to time ("Personal Information"), for the purposes set out under "My Personal Information" on Page 2.

I specifically authorize PHI Financial Services, Inc. to share my prepay account limit, balance information and status information with Corteva, Pioneer Hi-Bred International, Inc., DuPont, DAS, and their respective affiliates, retailers and sales representatives of such companies.

X \_\_\_\_\_  
Account Holder (on my own behalf and as an authorized principal of each entity listed above)

\_\_\_\_\_  
Date

# Crop Protection Prepay Account Agreement

Account Holder (which may be referred to hereinafter as "I", "Me", "You" or "Your") agrees to all of the following terms related to any payment I may desire to make to PHI Financial Services, Inc. ("PHI FS"), or its order at the address provided on this form or as changed by notice the amount owed under this Crop Protection Prepay Account Agreement ("Agreement"). All Account Holder(s), jointly and severally agree to be obligated to the terms and conditions arising under this Agreement. Anyone designated as an authorized user may make changes to the Account, request refunds, or purchase products using the Account.

**Debits:** You may make at any time a prepayment to PHI FS. In return for such prepayment, You shall receive credits equivalent to the amount paid to PHI FS, as set forth by your Corteva Crop Protection representative.

The credit entitles you to purchase products or services authorized by Corteva Agriscience or its affiliates ("Products") to be purchased using the prepay account. All Corteva Crop Protection Products are eligible for purchase using this account and may be found at [www.TruChoice.Corteva.us](http://www.TruChoice.Corteva.us), which may be updated at the sole discretion of Corteva and its Affiliates. PHI FS makes no representation or warranties with regards to the products or services and is a separate entity from the selling companies. Products may only be purchased at participating locations; You should contact your local Corteva Agriscience Crop Protection Representative to get a list of participating locations during the then current crop year (October 1-September 30). No interest shall accrue on any payments received by PHI FS.

**Account Funding:** This account may be funded with cash or an advance under an approved PHI FS Deferred Payment Loan Agreement (DP Agreement), subject to funds being available under the DP Agreement. If approved, You will receive written notification of the approval which will also indicate the maximum amount available under the DP Agreement. All of Your obligations under the DP Agreement will be set forth under the DP Agreement including but not limited to interest rate and payment terms. Any advances under Your DP Agreement for purposes of funding this Agreement can only be initiated by an authorized Pioneer Sales Representative or Retailer. If this account is funded with cash and the payment is later rejected by Account Holder's bank (i.e. non-sufficient funds, stop-payment, etc.), all transactions related to your account may be reversed without notice and you would owe your retailer for those transactions if the rejected payment is not replaced immediately. By providing Your bank routing number, Your checking account number and type of account (business or personal), You authorize Retailer or Dealer to initiate an Automated Clearing House (ACH) debit to your checking account in the amount you authorize.

**Account Balance:** You are financially liable for any Product You purchase, where the amount purchased exceeds Your available account balance. Account balances can be checked at: [www.pioneer.com](http://www.pioneer.com).

**Unused Credits:** The cash value of any unused credits at the end of the current crop year shall first be applied to any money You owe under the DP Agreement or to Corteva or its Affiliates. If credit still remains, then You will receive a refund of the cash value of any remaining credits mailed no later than October 30, 2020. The cash value of unused credit can be checked at [www.pioneer.com](http://www.pioneer.com) or by calling TruChoice@ Support at 800-922-2368, but in no case shall the cash value exceed the amount of cash paid to PHI FS less the value of any Products purchased using the Account. No check will be made for less than \$1.00.

**Authorized Account Users:** You agree that any individuals or entities listed as affiliated with You may purchase products using the Account. You acknowledge you were given a list of authorized individuals and entities affiliated with You at the time of entering into this Agreement. Should you wish to amend or change individuals or entities affiliated with Your account you should contact TruChoice@ Support at 800-922-2368.

**Return of Products Purchased:** In the event any Product is returned, the retailer shall apply a credit to the Prepay Account for the value of the Product returned. In no case shall You receive a credit in Your Prepay Account for Product You did not originally purchase with credits in Your account.

**My Personal Information:** I consent to the collection, use and disclosure of my Personal Information by PHI Financial Services, Inc. (PHI Financial Services) and/or Corteva, their affiliates and subsidiaries and any third parties for the purposes of: (i) evaluating this agreement; (ii) determining My current and ongoing creditworthiness; (iii) administering and managing the requested loan; (iv) collecting delinquent amounts; and (v) for any other purposes required or permitted by law. Such collection, use and disclosure may involve parties located outside the United States. I give my express consent for PHI Financial Services, its affiliates and subsidiaries and any third parties to contact me via the cellular and/or home telephone number provided on this agreement. I understand that my consent includes, but is not limited to, consent to calls made using an automatic telephone dialing system or an artificial prerecorded voice and calls that include or introduce an advertisement or constitute telemarketing. If I provide My Social Security Number or other identifying information, I consent to its use for file administration, verifying My identity; matching credit information; and other purposes set forth above.

As part of this transaction, PHI Financial Services, may collect, use and disclose Personal Information about Me including; company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within My organization and my contractors. PHI Financial Services may share Personal Information with its affiliates and selected third parties around the world in order to complete the transaction and as described in the Corteva privacy statement and Global Information Privacy Policy, which can be found at [www.corteva.com/privacy](http://www.corteva.com/privacy). If You wish to access, make corrections to or make other inquiries regarding your Personal Information, You may write to the address on page 1 of this form, attention Credit Manager.

**Set Off:** PHI FS has the right to set off, without notice, any amount received under this Agreement against any amounts owed to, Corteva, Pioneer Hi-Bred International, Inc., or other selling companies. The right of set off applies no matter how many parties are obligated to pay this Agreement.

**Other Fees, Collection Costs and Attorney Fees:** I agree that I will be liable to PHI FS for any additional charges reasonably expended by PHI FS in connection with this Agreement. In any event, subject to applicable law, I agree to pay all costs of collection, including reasonable attorney fees and legal expenses incurred by PHI FS in connection with disputes arising under this Agreement.

**Waiver:** PHI FS is not required to: 1) demand payment of amounts due (presentment); 2) obtain official certification of nonpayment (protest); 3) give notice that amounts due have not been paid (notice of dishonor); 4) give notice of intention to accelerate; or 5) give notice of acceleration. I also give up rights I may have under any valuation and appraisal laws. By waiving PHI FS's right to exercise any remedy upon an event of default, PHI FS does not waive its right to later exercise its right to any remedy based upon such default.

**Warranties, Disclaimers, and Limitations of Remedies:** I agree not to assert any affirmative defenses or claims against PHI FS based upon the performance or quality of the Services or Products.

**Remedies:** If there is a breach, PHI FS has the following cumulative remedies: 1) PHI FS may demand immediate payment of all amounts owed; 2) PHI FS may exercise its right of set off; 3) PHI FS may demand security for, or additional parties to be obligated to pay this Agreement; 4) PHI FS may refuse to make advances or reverse advances; 5) PHI FS may use any other remedy PHI FS has under state or federal law; and 6) PHI FS may enforce any security interest granted hereunder. By selecting any one or more of these remedies, PHI FS does not give up its right to use any other remedy. By waiving PHI FS's right to exercise any remedy, PHI FS does not waive its right to later exercise its right to any remedy. I agree to pay all costs of obtaining these remedies, including legal fees.

**Governing Laws and Venue:** The laws of the State of Iowa will govern this Agreement and collection of amounts due under it. You agree that any action regarding the Agreement and the collection of amounts due under it may be brought in Polk County, Iowa. You consent to jurisdiction of such court and agree that service of process as provided by Iowa rules (governing state and federal courts) for nonresident persons or foreign corporations shall be sufficient.

**Amendments and Termination:** Except as may be indicated elsewhere, amendments to this Agreement may be made in one of two ways. First, I agree that PHI FS may send Me a written notice notifying Me of changes to this Agreement. I agree that any advances made after the date of such notice shall be governed by that notice, and My decision to request further advances under this Agreement after the written notice will signify My acceptance of those changes, but, such change(s) will be effective regardless of whether or not any such acceptance is made. Alternatively, as determined on a case-by-case basis by PHI FS, I may be requested to enter into a written amendment to this Agreement and I agree that I will have the option of entering into such a written amendment. Any alleged modification in writing requested by PHI FS, which is not so documented by written agreement or written notice of amendment from PHI FS, shall not be effective as to any party, and in such case the original terms of this Agreement shall apply. The term of this agreement shall begin upon execution and end on December 31<sup>st</sup> of the first full crop year following the date of execution. Unless either party provides written notice of termination prior to September 1 of the then current year, this Agreement shall automatically renew for the following year.

**Notice:** To the extent that written notice to Me is required under the terms of this Agreement, I agree that PHI FS shall satisfy notice to Me by sending a letter, by regular mail to Me at the address shown on Page 1 or such other address known by PHI FS to be correct.

**WISCONSIN RESIDENTS ONLY – DEFAULT AND TERMINATION:** Default occurs if any one or more of the following occur: 1) Failure to make payment(s) on time or in the amount due; 2) Failure to do something which causes PHI FS to reasonably believe that PHI FS will have difficulty collecting the amount owed. If there is a breach of any of the affirmative covenants or a default has occurred as set forth above, PHI FS may refuse to make advances to Me or allow purchases on credit. If my spouse terminates this Agreement under §.766.565(5), Wis. Stat., PHI FS may declare the total unpaid balance (including unpaid interest) immediately due and payable. In the event of termination, PHI FS is not obligated to, but may in PHI FS's discretion; grant any loan payable by me under the terms of this Agreement. Termination, for whatever reason, does not affect PHI FS's rights, powers, and privileges, or any of Your duties and liabilities with regard to the then outstanding balance under this Agreement. By selecting any one or more of these remedies, PHI FS does not give up its right to use any other remedy. By waiving PHI FS's right to exercise any remedy upon an event of default, PHI FS does not waive its right to later exercise its right to any remedy based upon such default.

**Notice to Wisconsin Residents:** If this Agreement is to be secured using other documents referring to this Agreement, I agree that I will be liable to PHI FS for any additional charges reasonably expended by PHI FS in perfecting its secured position. In any event, I agree to pay all costs of collection, including legal fees, if I do not pay my obligation to PHI FS.

**NOTICE TO MARRIED WISCONSIN RESIDENTS:** No provision of marital property agreement, a unilateral statement under §.766.59 Wis. Stats., or a court decree under §.766.59 Wis. Stats., adversely affects the interest of the creditor, unless the creditor, prior to the time the credit is granted or an open-end plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.