

**CONFIDENTIAL****OFFERING MEMORANDUM AND CONSENT SOLICITATION STATEMENT****DuPont de Nemours, Inc.**

**Offers to Exchange Any and All Outstanding Notes Issued by DuPont de Nemours, Inc. (“DuPont”) listed below for New Notes Issued by DuPont**

**and**

**Solicitation of Consents to Amend the Related Indentures Governing the Notes Issued by DuPont**

<b>Title of Series of Notes</b>	<b>CUSIP / ISIN No.</b>	<b>Maturity Date</b>	<b>Principal Amount Outstanding</b>	<b>Exchange Consideration<sup>(1)</sup></b>	<b>Early Participation Payment<sup>(1)</sup></b>	<b>Total Consideration<sup>(1)(2)</sup></b>	<b>Principal Amount to be Redeemed in the Event of a Special Mandatory Redemption<sup>(3)</sup></b>	<b>Special Mandatory Redemption Spread (bps)<sup>(3)</sup></b>
4.725% Notes due 2028	26078J AD2 / US26078JAD28	11/15/2028	\$2,250,000,000	\$950 principal amount of New 4.725% Notes due 2028	\$50 principal amount of New 4.725% Notes due 2028 and \$2.50 in cash	\$1,000 principal amount of New 4.725% Notes due 2028 and \$2.50 in cash	\$900,000,000	+25
5.319% Notes due 2038	26078J AE0 / US26078JAE01	11/15/2038	\$1,000,000,000	\$950 principal amount of New 5.319% Notes due 2038	\$50 principal amount of New 5.319% Notes due 2038 and \$2.50 in cash	\$1,000 principal amount of New 5.319% Notes due 2038 and \$2.50 in cash	\$400,000,000	+30
5.419% Notes due 2048	26078J AF7 / US26078JAF75	11/15/2048	\$2,150,000,000	\$950 principal amount of New 5.419% Notes due 2048	\$50 principal amount of New 5.419% Notes due 2048 and \$2.50 in cash	\$1,000 principal amount of New 5.419% Notes due 2048 and \$2.50 in cash	\$860,000,000	+30

(1) For each \$1,000 principal amount of Existing Notes (as defined herein) accepted for exchange.

(2) Includes Early Participation Payment (as defined herein).

(3) If the Intended Electronics Separation is completed on or before March 31, 2026, we will be required to redeem the applicable principal amount of each series of New Notes at the Special Mandatory Redemption Price (as defined herein), including the applicable spread, on the Special Mandatory Redemption Date (as defined herein). For details, see “Description of the New Notes—Special Mandatory Redemption”.

This offering memorandum and consent solicitation statement relates to Exchange Offers (as defined herein) and concurrent Consent Solicitations (as defined herein) being made by DuPont. Each Exchange Offer will expire at 5:00 p.m., New York City time, on September 30, 2025, unless extended or terminated (such date and time with respect to an Exchange Offer, as may be extended for such Exchange Offer, the “Expiration Date”). To be eligible to receive the applicable Early Participation Payment (as defined herein), Eligible Holders (as defined herein) must validly tender and not have properly withdrawn their Existing Notes (as defined herein) at or prior to 5:00 p.m., New York City time, on September 15, 2025, unless extended or terminated (such date and time with respect to an Exchange Offer and Consent Solicitation, as the same may be extended for such Exchange Offer and Consent Solicitation, the “Early Participation Date”). Eligible Holders may not deliver a consent in the Consent Solicitation without tendering Existing Notes of the applicable series in the applicable Exchange Offer. Tendered Existing Notes (as defined herein) may be properly withdrawn at any time before the 5:00 p.m., New York City Time, on September 15, 2025 (the “Withdrawal Deadline”). Validly tendered Existing Notes may not be withdrawn subsequent to the Withdrawal Deadline, subject to limited exceptions. If an Eligible Holder tenders Existing Notes in an Exchange Offer, such Eligible Holder will be deemed to deliver its consent, with respect to the principal amount of such tendered Existing Notes, to the Proposed Amendments (as defined herein).

None of the Exchange Offers or Consent Solicitations is subject to a financing condition, however, the completion of each Exchange Offer is conditioned upon at least 50.1% of the outstanding aggregate principal amount of the applicable series of Existing Notes being validly tendered. Additionally, the Exchange Offers and Consent Solicitations are independent of each other, and DuPont may complete any one or more of the Exchange Offers or Consent Solicitations without completing any of the other Exchange Offers or Consent Solicitations.

The New Notes (as defined herein) offered hereby have not been registered with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Securities Act”), or any state or foreign securities laws. The New Notes may not be offered or sold in the United States or to any U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. See “Transfer Restrictions”. The Exchange Offers and Consent Solicitations will only be made, and the New Notes are only being offered and will only be issued, to (a) persons reasonably believed to be “qualified institutional buyers” (“QIBs”) within the meaning of Rule 144A under the Securities Act or (b) persons that are outside the United States and that are (i) not “U.S. persons” within the meaning of Regulation S under the Securities Act and (ii) “non-U.S. qualified offerees” (as defined in “Transfer Restrictions”) (such persons, “Eligible Holders”). Only Eligible Holders who properly complete and return the eligibility certification, which is available from the Information Agent (as defined herein), are authorized to receive and review this offering memorandum and consent solicitation statement and to participate in the Exchange Offers and Consent Solicitations. The ability of an Eligible Holder to participate in the Exchange Offers and the Consent Solicitations may also be limited as set forth under “Transfer Restrictions” with respect to Eligible Holders outside the United States.

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THE SECURITIES OFFERED HEREBY HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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See “Risk Factors” beginning on page 17 to read about important factors you should consider before you decide to participate in the Exchange Offers and Consent Solicitations.

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**Lead Dealer Manager and Lead Consent Solicitation Agent**

**Citigroup Global Markets Inc.**

**Co-Dealer Managers and Co-Consent Solicitation Agents**

**J.P. Morgan**

**MUFG**

**TD Securities**

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**September 2, 2025**

## **The Exchange Offers by DuPont**

DuPont is offering Eligible Holders of each series of Existing Notes, in each case upon the terms and subject to the conditions set forth in this offering memorandum and consent solicitation statement (as it may be amended or supplemented, this “offering memorandum and consent solicitation statement”), the opportunity to exchange (each, an “Exchange Offer” and, collectively, the “Exchange Offers”) any and all of their Existing Notes for New Notes. Subject to the terms and conditions set forth in this offering memorandum and consent solicitation statement, DuPont is making the following Exchange Offers:

- an offer to exchange any and all 4.725% Notes due 2028 issued by DuPont (the “Existing 4.725% 2028 Notes”) for new 4.725% Notes due 2028 issued by DuPont (the “New 4.725% 2028 Notes”), with registration rights;
- an offer to exchange any and all 5.319% Notes due 2038 issued by DuPont (the “Existing 5.319% 2038 Notes”) for new 5.319% Notes due 2038 issued by DuPont (the “New 5.319% 2038 Notes”), with registration rights; and
- an offer to exchange any and all 5.419% Notes due 2048 issued by DuPont (the “Existing 5.419% 2048 Notes”) for new 5.419% Notes due 2048 issued by DuPont (the “New 5.419% 2048 Notes”), with registration rights.

The Existing 4.725% 2028 Notes, the Existing 5.319% 2038 Notes and the Existing 5.419% 2048 Notes are referred to herein collectively as the “Existing Notes”.

The New 4.725% 2028 Notes, the New 5.319% 2038 Notes and the New 5.419% 2048 Notes are referred to herein collectively as the “New Notes”.

The New Notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Each series of New Notes will have the same interest rate, interest payment dates, maturity date and optional redemption provisions as the corresponding series of Existing Notes; *provided* that the methodology for calculating any make-whole redemption price for the New Notes will reflect the Securities Industry and Financial Markets Association (“SIFMA”) model provisions. See “Description of the New Notes” for a description of the terms of the New Notes.

## **The Consent Solicitations**

Concurrently with the Exchange Offers, DuPont is soliciting consents with respect to each series of Existing Notes, in each case upon the terms and subject to the conditions set forth in this offering memorandum and consent solicitation statement (each, a “Consent Solicitation” and, collectively, the “Consent Solicitations”), from Eligible Holders. Each series of Existing Notes has been issued under the Base Indenture (as defined below), as supplemented by the Supplemental Indenture (as defined below):

- the Indenture, dated as of November 28, 2018, by and between DowDuPont Inc. and U.S. Bank National Association, as trustee (the “Trustee”) (the “Base Indenture”); and
- the First Supplemental Indenture, dated as of November 28, 2018, by and among DowDuPont Inc. and the Trustee (the “Supplemental Indenture”).

The Base Indenture and the Supplemental Indenture are referred to herein collectively as the “Existing Indenture”.

**References in this offering memorandum and consent solicitation statement to the “Company”, “DuPont”, “we”, “us”, or “our” are references to DuPont and, unless the context otherwise requires, its consolidated subsidiaries. References in this offering memorandum and consent solicitation to “\$” are to the currency of the United States.**

Eligible Holders may not deliver a consent in the Consent Solicitation without tendering Existing Notes of the applicable series in the applicable Exchange Offer. If an Eligible Holder tenders Existing Notes in an Exchange Offer, such Eligible Holder will be deemed to deliver its consent, with respect to the principal amount of such tendered Existing Notes, to the amendments to the Existing Indenture with respect to that series, which amendments would eliminate substantially all of the restrictive covenants in such Existing Indenture with respect to the Existing Notes (such amendments, with respect to the Existing Indenture for that series and, together, as the context requires, the “Proposed Amendments”). Notwithstanding the conditions described in “Description of the Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers and Consent Solicitations”, DuPont may complete the Exchange Offers even if valid consents sufficient to effect the Proposed Amendments to the corresponding Existing Indenture with respect to a series of the Existing Notes are not received. In addition, DuPont may amend the terms of any Exchange Offer or Consent Solicitation without amending the terms of any other Exchange Offer or Consent Solicitation, respectively. Any amendment of the terms of an Exchange Offer by DuPont will automatically amend such terms with respect to the corresponding Consent Solicitation, as applicable.

Each Exchange Offer and Consent Solicitation is subject to the satisfaction of certain conditions as described herein. The Proposed Amendments to the Existing Indenture are described in this offering memorandum and consent solicitation statement under “The Proposed Amendments” and the conditions to the Exchange Offers and Consent Solicitations are described in this offering memorandum and consent solicitation statement under “Description of the Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers and Consent Solicitations”.

### **Consideration**

As set out in the table above, for each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn at or prior to the Early Participation Date, Eligible Holders will be eligible to receive an early participation payment of \$50 principal amount of the New Notes of the applicable series and \$2.50 in cash (together, the “Early Participation Payment”). In addition, for each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn prior to the Expiration Date, Eligible Holders will be eligible to receive \$950 principal amount of the New Notes of the applicable series (the “Exchange Consideration”). The total consideration, consisting of (a) \$950 principal amount of New Notes of the applicable series issued as Exchange Consideration plus (b) the Early Participation Payment, is herein referred to as the “Total Consideration”.

To be eligible to receive the Early Participation Payment, Eligible Holders must have validly tendered and not properly withdrawn their Existing Notes at or prior to the Early Participation Date. Validly tendered Existing Notes may not be withdrawn subsequent to the Withdrawal Deadline, subject to limited exceptions.

No accrued and unpaid interest is payable upon acceptance of any Existing Notes in the Exchange Offers and Consent Solicitations. The first interest payment on any New Notes will include the accrued and unpaid interest on the Existing Notes tendered in exchange therefor so that a tendering Eligible Holder will receive the same interest payment it would have received had its Existing Notes not been tendered in the Exchange Offers and Consent Solicitations.

### **Settlement Date**

The “Settlement Date” for each Exchange Offer and Consent Solicitation will be promptly following the Expiration Date of such Exchange Offer and Consent Solicitation. See “Description of the Exchange Offers and Consent Solicitations—Settlement Date”. Each Exchange Offer and Consent Solicitation is subject to the satisfaction or waiver of certain conditions, as described herein under “Description of the Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers and Consent Solicitations”.

### **Registration Rights**

DuPont will agree to file a registration statement pursuant to which it will either offer to exchange the New Notes for substantially similar new notes that are registered under the Securities Act or, in certain circumstances, register the resale of the New Notes. See “Registration Rights”.

### **SEC Review**

This offering memorandum and consent solicitation statement is not being filed with the SEC and is not subject to SEC review. As described under “Registration Rights”, DuPont expects to file a registration statement relating to the New Notes at a point in time subsequent to the completion of the Exchange Offers and Consent Solicitations. In the course of the SEC’s review of such registration statement, it is possible that certain descriptions of DuPont’s business and financial or other information included or incorporated by reference in this offering memorandum and consent solicitation statement may be required to be modified, amended or deleted for purposes of the presentation included or incorporated by reference in the registration statement.

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There is currently no market for the New Notes, and DuPont cannot assure you that any market will develop. DuPont does not intend to apply for listing of the New Notes on any securities exchange or for inclusion of the New Notes in any automated quotation system.

All of the New Notes are expected to be delivered in book-entry form through the facilities of The Depository Trust Company (“DTC”) and its participants, including Clearstream Banking S.A. (“Clearstream”) and Euroclear Bank SA/NV, as operator of the Euroclear System (“Euroclear”).

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**NONE OF DUPONT, THE DEALER MANAGERS (AS DEFINED HEREIN), THE TRUSTEE, THE EXCHANGE AGENT (AS DEFINED HEREIN) OR THE INFORMATION AGENT (AS DEFINED HEREIN), OR ANY AFFILIATE OF ANY OF THEM, MAKES ANY RECOMMENDATION AS TO WHETHER ELIGIBLE HOLDERS OF EXISTING NOTES SHOULD EXCHANGE EXISTING NOTES FOR NEW NOTES OR DELIVER CONSENTS TO THE PROPOSED AMENDMENTS IN RESPONSE TO THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION.**

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DuPont is solely responsible for the information contained in this offering memorandum and consent solicitation statement. DuPont has not, and Citigroup Global Markets Inc., as the Lead Dealer Manager, and J.P. Morgan Securities LLC, TD Securities (USA) LLC and MUFG Securities Americas Inc., as the Co-Dealer Managers (collectively, with the Lead Dealer Manager, the “Dealer Managers”) have not, authorized any other person to provide you with different information from the information contained and expressly incorporated by reference in this offering memorandum and consent solicitation statement. DuPont does not take any responsibility for any other information that others may give you. The information contained in this offering memorandum and consent solicitation statement speaks only as of the date of this offering memorandum and consent solicitation statement and the information in the documents incorporated by reference in this offering memorandum and consent solicitation statement speak only as of the respective dates of those documents or the dates on which they were filed with the SEC, as applicable. The business, financial condition, results of operations and prospects of DuPont may have changed since such dates.

The Dealer Managers and the Trustee make no representation or warranty, express or implied, as to the accuracy or completeness of the information contained in or incorporated by reference into this offering memorandum and consent solicitation statement, and nothing contained in or incorporated by reference into this offering memorandum and consent solicitation statement is or shall be relied upon as a promise or representation by the Dealer Managers.

You are responsible for making your own examination of DuPont and your own assessment of the merits and risks of participating in the Exchange Offers and Consent Solicitations. By tendering your Existing Notes for New Notes, you will be deemed to have acknowledged that:

- you have reviewed this offering memorandum and consent solicitation statement;
- you have had an opportunity to request and review any additional information that you need from DuPont; and
- the Dealer Managers and the Trustee are not responsible for, and are not making any representation to you concerning, DuPont’s future performance or the accuracy or completeness of this offering memorandum and consent solicitation statement.

Neither DuPont, the Trustee nor any of the Dealer Managers is providing you with any legal, business, tax or other advice in this offering memorandum and consent solicitation statement. You should consult with your own advisors as needed to assist you in making your decision, and to advise you whether you are legally permitted, to participate in the Exchange Offers and Consent Solicitations.

You must comply with all laws that apply to you in any place in which you participate in the Exchange Offers and Consent Solicitations or possess this offering memorandum and consent solicitation statement. You must also obtain any consents or approvals that you need in order to participate in the Exchange Offers and Consent Solicitations. DuPont, the Trustee and the Dealer Managers are not responsible for your compliance with these legal requirements.

The New Notes are subject to restrictions on resale and transfer as described under “Transfer Restrictions”. By tendering your Existing Notes for New Notes, you will be deemed to have represented and agreed to all the provisions contained in that section of this offering memorandum and consent solicitation statement. You may be required to bear the financial risks of an investment in the New Notes for an indefinite period of time.

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This offering memorandum and consent solicitation statement is confidential. This offering memorandum and consent solicitation statement has been prepared solely for use in connection with the Exchange Offers and Consent Solicitations described in this offering memorandum and consent solicitation statement and is only available to investors who have certified that they are Eligible Holders for the purposes of the Exchange Offers and Consent Solicitations. Eligible Holders are authorized to use this offering memorandum and consent solicitation statement solely for the purpose of considering the exchange of Existing Notes and delivery of consents pursuant to the Exchange Offers and Consent Solicitations. This offering memorandum and consent solicitation statement is personal to each Eligible Holder and does not constitute an offer to any other person or to the public generally to subscribe for or

otherwise acquire securities. Distribution of this offering memorandum and consent solicitation statement to any person other than an Eligible Holder and any person retained to advise such Eligible Holder with respect to its investment decision is unauthorized, and any disclosure of any of its contents, without DuPont's prior written consent, is prohibited. Each Eligible Holder, by accepting delivery of this offering memorandum and consent solicitation statement, agrees to the foregoing and to make no photocopies of this offering memorandum and consent solicitation statement.

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The distribution of this offering memorandum and consent solicitation statement and the offers to participate in the Exchange Offers and Consent Solicitations in certain jurisdictions may be restricted by law. DuPont and the Dealer Managers require persons who obtain a copy of this offering memorandum and consent solicitation statement to inform themselves about and to observe any such restrictions. This offering memorandum and consent solicitation statement does not constitute an offer of, or an invitation to participate in, the Exchange Offers and Consent Solicitations in any jurisdiction in which such offer or invitation would be unlawful.

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Notwithstanding anything herein to the contrary, investors may disclose to any and all persons, without limitation of any kind, the U.S. federal or state income tax treatment and tax structure of the Exchange Offers and Consent Solicitations and all materials of any kind (including opinions or other tax analyses) that are provided to the Eligible Holders relating to such tax treatment and tax structure. However, any information relating to the U.S. federal income tax treatment or tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent reasonably necessary to enable any person to comply with applicable securities laws. For this purpose, "tax structure" means any facts relevant to the U.S. federal or state income tax treatment of the Exchange Offers but does not include information relating to the identity of the issuer of the securities.

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## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

Certain statements in this offering memorandum and consent solicitation statement (including information included or incorporated by reference herein) are “forward-looking” statements with respect to DuPont’s expected future business and financial performance and financial condition, and often contain words such as “expect”, “anticipate”, “intend”, “plan”, “believe”, “seek”, “see”, “will”, “would”, “target”, “outlook”, “stabilization”, “confident”, “preliminary”, “initial” and similar expressions and variations or negatives of these words. All statements, other than statements of historical fact, are forward-looking statements, including statements regarding outlook, expectations and guidance, including with respect to the potential impact of tariffs and discussion of trade sensitivity and macroeconomic uncertainties. Forward-looking statements address matters that are, to varying degrees, uncertain and subject to risks, uncertainties, and assumptions, many of which are beyond DuPont’s control, that could cause actual results to differ materially from those expressed in any forward-looking statements. Forward-looking statements are not guarantees of future results. Some of the important factors that could cause DuPont’s actual results to differ materially from those projected in any such forward-looking statements include, but are not limited to:

- the ability of DuPont to effect the Intended Electronics Separation, defined below, and to meet the conditions related thereto;
- the possibility that the Intended Electronics Separation will not be completed within the anticipated time period or at all;
- the possibility that the Intended Electronics Separation will not achieve its intended benefits;
- the impact of Intended Electronics Separation on DuPont’s businesses and the risk that the separation may be more difficult, time-consuming or costly than expected, including the impact on DuPont’s resources, systems, procedures and controls, diversion of management’s attention and the impact and possible disruption of existing relationships with customers, suppliers, employees and other business counterparties;
- the possibility of disruption, including disputes, litigation or unanticipated costs, in connection with the Intended Electronics Separation;
- the uncertainty of the expected financial performance of DuPont or the separated company following completion of the Intended Electronics Separation;
- negative effects of the announcement or pendency of the Intended Electronics Separation on the market price of DuPont’s securities and/or on the financial performance of DuPont;
- the ability to achieve anticipated capital structures in connection with Intended Electronics Separation, including the future availability of credit and factors that may affect such availability;
- the ability to achieve anticipated credit ratings in connection with the Intended Electronics Separation;
- the ability to achieve anticipated tax treatments in connection with the Intended Electronics Separation and completed and future, if any, divestitures, mergers, acquisitions and other portfolio changes and the impact of changes in relevant tax and other laws;
- the ability to timely effect, if at all, the Aramids Divestiture (as defined herein) and the impact of the Aramids Divestiture, including the ownership of the Equity Consideration (as defined herein) on DuPont’s results of operations;
- risks and costs related to each of the parties respective performance under and the impact of the arrangement to share future eligible perfluoroalkyl and polyfluoroalkyl substances (“PFAS”) costs by and among DuPont, Corteva, Inc. (“Corteva”) and The Chemours Company (“Chemours”), including the outcome of any pending or future litigation related to PFAS or perfluorooctanoic acid, including personal injury claims and natural resource damages claims; the extent and cost of ongoing remediation obligations and potential future remediation obligations; and changes in laws and regulations applicable to PFAS chemicals;

- indemnification of certain legacy liabilities;
- the failure to realize expected benefits and effectively manage and achieve anticipated synergies and operational efficiencies in connection with the Intended Electronics Separation and completed and future, if any, divestitures, mergers, acquisitions, and other portfolio management, productivity and infrastructure actions;
- the risks and uncertainties, including increased costs and the ability to obtain raw materials and meet customer needs from, among other events, pandemics and responsive actions;
- adverse changes in worldwide economic, political, regulatory, international trade, geopolitical, capital markets and other external conditions; and other factors beyond DuPont's control, including inflation, recession, military conflicts, natural and other disasters or weather-related events, that impact the operations of DuPont, its customers and/or its suppliers;
- the ability to offset increases in cost of inputs, including raw materials, energy and logistics;
- the risks associated with continuing or expanding trade disputes or restrictions and responsive actions, investigations by foreign governments and new or increased tariffs or export controls including on exports to China of U.S.-regulated products and technology, and the significant uncertainties, including with respect to the demand of DuPont's products, related thereto;
- the risks, including ability to achieve, and costs associated with DuPont's sustainability strategy, including the actual conduct of DuPont's activities and results thereof, and the development, implementation, achievement or continuation of any goal, program, policy or initiative discussed or expected;
- other risks to DuPont's business and operations, including the risk of impairment; and
- other risk factors discussed in DuPont's most recent annual report and subsequent current and periodic reports filed with the U.S. Securities and Exchange Commission.

Unlisted factors may present significant additional obstacles to the realization of forward-looking statements. Consequences of material differences in results as compared with those anticipated in the forward-looking statements could include, among other things, business or supply chain disruption, operational problems, financial loss, legal liability to third parties and similar risks, any of which could have a material adverse effect on DuPont's consolidated financial condition, results of operations, credit rating or liquidity. You should not place undue reliance on forward-looking statements, which speak only as of the date they are made. DuPont assumes no obligation to publicly provide revisions or updates to any forward-looking statements whether as a result of new information, future developments or otherwise, should circumstances change, except as otherwise required by securities and other applicable laws.

Please carefully review and consider the various disclosures made in this offering memorandum and consent solicitation statement (including information incorporated by reference herein) that advise interested parties of the risks and other factors that may affect DuPont's business, prospects and results of operations.

## IMPORTANT TIMES AND DATES

Please take note of the following important times and dates in connection with the Exchange Offers and Consent Solicitations. These dates assume no extension of the Early Participation Date or the Expiration Date. See “Risk Factors—Risks Relating to the Exchange Offers and Consent Solicitations—The Exchange Offers and the Consent Solicitations may be cancelled, delayed or amended pursuant to their terms and the conditions of the Exchange Offers may not be satisfied or waived”.

<b>Date</b>	<b>Time and Calendar Date</b>	<b>Event</b>
Launch Date.....	September 2, 2025	The commencement of the Exchange Offers and Consent Solicitations (the “Launch Date”).
Early Participation Date.....	5:00 p.m., New York City time, on September 15, 2025, unless extended or terminated with respect to an Exchange Offer.	<p>The deadline for Eligible Holders to tender Existing Notes in order to be eligible to receive the applicable Early Participation Payment.</p> <p>DuPont reserves the right to extend the Early Participation Date with respect to an Exchange Offer without extending the Early Participation Date for any other Exchange Offer.</p>
Withdrawal Deadline.....	5:00 p.m., New York City time, on September 15, 2025, unless extended or terminated with respect to an Exchange Offer.	<p>The deadline for Eligible Holders that validly tendered their Existing Notes to properly withdraw tenders of their Existing Notes. A valid withdrawal of tendered Existing Notes will constitute the concurrent valid revocation of such Eligible Holder’s related consent.</p> <p>We may extend the Early Participation Date or the Expiration Date without extending the Withdrawal Deadline, unless required by law. DuPont reserves the right to extend the Withdrawal Deadline with respect to an Exchange Offer without extending the Withdrawal Deadline for any other Exchange Offer.</p>
Expiration Date .....	5:00 p.m., New York City time, on September 30, 2025 unless extended or terminated with respect to an Exchange Offer.	<p>The deadline for Eligible Holders to tender Existing Notes in order to be eligible to receive the Exchange Consideration for Existing Notes accepted for exchange in the Exchange Offers.</p> <p>DuPont reserves the right to extend the Expiration Date with respect to an Exchange Offer without extending the Expiration Date for any other Exchange Offer.</p>

<b>Date</b>	<b>Time and Calendar Date</b>	<b>Event</b>
Settlement Date.....	Promptly following the Expiration Date for each Exchange Offer and Consent Solicitation.	DuPont will deposit with DTC, upon the direction of the Exchange Agent, the New Notes to be delivered in exchange for the Existing Notes accepted for exchange, together with an amount of cash sufficient to pay the Early Participation Payment component of the Total Consideration, if applicable.

## SUMMARY

*The following summary highlights information contained elsewhere in this offering memorandum and consent solicitation statement and the documents incorporated by reference herein and is qualified in its entirety by the more detailed information included elsewhere in this offering memorandum and consent solicitation statement (including information incorporated by reference herein). You should carefully read the following summary together with the entire offering memorandum and consent solicitation statement, including the “Risk Factors” section, and our consolidated financial statements and notes to those statements, before deciding whether to participate in the Exchange Offers and the Consent Solicitations.*

### **DuPont de Nemours, Inc.**

DuPont is a global innovation leader with technology-based materials and solutions that help transform industries and everyday life by applying diverse science and expertise to help customers advance their best ideas and deliver essential innovations in key markets including electronics, transportation, building and construction, healthcare and worker safety.

### **Intended Electronics Separation**

On January 15, 2025, DuPont announced it is targeting November 1, 2025, for the completion of the intended separation of its Electronics business, which includes its semiconductor technologies and interconnect solutions businesses (the “Intended Electronics Separation”) by way of a spin-off transaction, thereby creating a new independent public company (“Qnity Electronics, Inc.” or “Qnity”). The Intended Electronics Separation will not require a shareholder vote and is subject to satisfaction of customary conditions, including final approval by DuPont’s Board of Directors, receipt of tax opinion from counsel, the completion and effectiveness of the Form 10 registration statement filed with the SEC, applicable regulatory approvals and satisfactory completion of financing.

Effective as of the beginning of the first quarter of 2025, in light of the Intended Electronics Separation, the Company realigned its management and reporting structure. This realignment resulted in a change in reportable segments in the first quarter of 2025 which changed the manner in which the Company reports financial results by segment. As a result, commencing with the first quarter of 2025, the businesses to be separated as part of the Intended Electronics Separation are reported separately from the other businesses of DuPont. DuPont’s most recent Consolidated Financial Statements have been recast for all periods presented to reflect the new two segment reporting structure.

The Intended Electronics Separation is not conditioned upon the completion of any of the Exchange Offers or Consent Solicitations, and none of the Exchange Offers or Consent Solicitations are conditioned upon the completion of the Intended Electronics Separation.

Qnity will enter into a Separation and Distribution Agreement with DuPont (the “Separation Agreement”), which will contain, among other things, the principles governing and the terms specifying the reorganization and separation of DuPont into its Electronics and Industrials businesses. Pursuant to the Separation Agreement, it is a condition to the consummation of the Intended Electronics Separation that Qnity complete a distribution to DuPont (the “Qnity Cash Distribution”) of approximately \$4.122 billion, inclusive of \$22 million of costs related to Qnity’s notes issuance on August 15, 2025, plus the pre-funded interest on the Qnity notes through March 31, 2026 of \$66 million (and any investment returns on any amounts held in escrow in respect of the Qnity notes issuance). The Qnity Cash Distribution is expected to be funded through a combination of the net proceeds of such Qnity notes issuance and borrowings under a senior secured term loan facility expected to be entered into by Qnity, as well as cash Qnity has on hand (which itself will be funded by initial contributions to Qnity by DuPont and from operations). For additional information regarding the Qnity notes issuance or the Qnity Cash Distribution, see the sections entitled “Recent Developments—Qnity Notes” and “Unaudited Pro Forma Financial Information”.

Under the Separation Agreement, among other things, Qnity will be contractually allocated, and directly pay or indemnify DuPont for, the Applicable Qnity Percentage (as defined below) of certain legacy liabilities and funding obligations. As to funding obligations, pursuant to a cost sharing arrangement related to future eligible PFAS costs entered into on January 22, 2021 by and among DuPont, Corteva and Chemours (the “Memorandum of Understanding”), DuPont is obligated to bear up to approximately \$1.4 billion of Qualified Spend (as defined in the

Memorandum of Understanding). As of June 30, 2025, DuPont has borne Qualified Spend of approximately \$645 million and has recorded an indemnification liability for probable and reasonably estimable future Qualified Spend of \$217 million. Additionally, as of June 30, 2025, DuPont has recognized a liability of \$177 million, estimated in accordance with the Memorandum of Understanding, related to the NJ Settlement discussed below under the section entitled “Recent Developments”.

As to certain legacy and other liabilities allocated between DuPont and Corteva, pursuant to a letter agreement entered into on June 1, 2019 by and between DuPont and Corteva (the “Corteva Letter Agreement”), DuPont has recognized an accrual in respect of Legacy Liabilities (as defined in the Corteva Letter Agreement) (excluding, for the avoidance of doubt, Qualified Spend under the Memorandum of Understanding) of \$33 million, as of June 30, 2025.

The Separation Agreement, among other things, provides for the allocation to Qnity of a portion of these legacy liabilities and funding obligations equal to the “Applicable Qnity Percentage”, which is the percentage that is equal to (a) the quotient of (i) the Pro Forma Operating EBITDA attributable to the Electronics business and assets (measured at the time of the distribution, but prior to giving effect to the distribution), divided by (ii) the Pro Forma Operating EBITDA (measured at the time of the distribution, but prior to giving effect to the distribution) of DuPont, multiplied by (b) 100. The exact calculation of the Applicable Qnity Percentage will not be determinable until after the distribution and will depend on many factors, including the relative performance of the Electronics business and the performance of DuPont as measured immediately prior to the distribution and whether either Qnity or DuPont undertake strategic initiatives prior to the distribution. DuPont and Qnity intend to publicly disclose the actual numeric value of the Applicable Qnity Percentage and the Applicable DuPont Percentage once determined after the distribution. DuPont’s portion of these legacy liabilities and funding obligations is equal to the “Applicable DuPont Percentage”, which is the percentage equal to (a) 100%, minus (b) the Applicable Qnity Percentage. For additional information regarding the Applicable Qnity Percentage or Applicable DuPont Percentage, see “Unaudited Pro Forma Financial Information”.

DuPont and Qnity will also enter into certain transition services agreements (the “Transition Services Agreements”) pursuant to which (i) DuPont will provide certain transitional services to Qnity, and (ii) Qnity will provide certain transitional services to DuPont. The services, including services such as environmental support, engineering support, finance support, facilities and office services, information technology support, procurement support, product stewardship and regulatory support, operational excellence support and research and development support, will be provided for a limited time, generally for an initial term between six months and 14 months following the date of the distribution and, in some cases, with an option to extend the term for one or more additional periods until no later than December 31, 2027, and will be provided for specified fees, which are generally based on the cost of services provided plus 5%. For additional information regarding the Transition Services Agreements, see “Unaudited Pro Forma Financial Information”.

## **Recent Developments**

### *Aramids Divestiture*

On August 29, 2025, DuPont entered into a definitive agreement with Arclin, a portfolio company of an affiliate of TJC, L.P., pursuant to which, subject to the satisfaction of customary closing conditions, including the receipt of certain regulatory approvals, DuPont has agreed to sell its aramids business (Kevlar® and Nomex®) in a transaction valuing the business at approximately \$1.8 billion (the “Aramids Divestiture”). At the closing of the Aramids Divestiture, DuPont will receive pre-tax cash proceeds of approximately \$1.2 billion, subject to customary transaction adjustments, a note receivable of \$300 million (the “Note”) and a non-controlling common equity interest in the future combined company of Arclin and the aramids business, such equity interest currently valued at \$325 million, which is expected to represent an approximate 17.5% stake at the time of the closing (the “Equity Consideration”). At the closing of the Aramids Divestiture, DuPont will recognize the Note and the Equity Consideration at their respective fair values. DuPont intends to hold the Note and Equity Consideration as corporate assets. The anticipated completion of the Aramids Divestiture is expected during the first quarter of 2026.

For the year ended December 31, 2024, the aramids business net sales were \$1,332 million and on a preliminary discontinued operations basis, DuPont estimates the aramids business generated net income of approximately \$98 million, Adjusted Earnings of \$193 million, and Operating EBITDA of approximately \$262

million. For the six months ended June 30, 2025, the aramids business net sales were \$675 million, and DuPont preliminarily estimates that on a discontinued operations basis, aramids business generated a net loss of approximately \$734 million, Adjusted Earnings of \$89 million and Operating EBITDA of approximately \$129 million. DuPont will reflect the aramids business as discontinued operations starting the third quarter of 2025. As the aramids business net income, Adjusted Earnings and Operating EBITDA figures are presented on a discontinued operations basis, they are not burdened by allocations of corporate costs.

#### *Aramids Non-GAAP Measures*

Indirect costs, such as those related to corporate and shared service functions previously allocated to the aramids business, do not meet the criteria for discontinued operations and will be reported within continuing operations in the respective periods. A portion of these historical indirect costs include costs related to activities the Company will undertake on behalf of the aramids business and for which it will be reimbursed in the future, for example, costs associated with the provision of transitional services (“Future Reimbursable Indirect Costs”).

Adjusted Earnings and Operating EBITDA for the aramids business discussed above are non-GAAP measures and do not reflect any allocation of corporate costs. Adjusted Earnings is defined as income excluding the after-tax impact of significant items, after-tax impact of amortization expense of intangibles, the after-tax impact of non-operating pension / other post employment benefits (“OPEB”) credits/costs and Future Reimbursable Indirect Costs. Adjusted Earnings is the numerator used in the calculation of Adjusted EPS. The Company defines Operating EBITDA as earnings (i.e., “Income from continuing operations before income taxes”) before interest, depreciation, amortization, non-operating pension / OPEB benefits / charges, and foreign exchange gains / losses, excluding Future Reimbursable Indirect Costs, and adjusted for significant items. Significant items are items that arise outside the ordinary course of business for the Company, that the Company’s management believes may cause misinterpretation of underlying business and investment performance, both historical and future, based on a combination of some or all of the item’s size, unusual nature and infrequent occurrence.

The tables below reconcile non-GAAP measures Arrow data prepared on a preliminary discontinued operations basis.

Reconciliation of Reported (loss) earnings to Adjusted earnings	Six Months Ended June 30, 2025		Twelve Months Ended December 31, 2024	
	<i>Pretax Income (Loss)</i> <sup>1</sup>	<i>Net Income (Loss)</i> <sup>2</sup>	<i>Pretax Income (Loss)</i> <sup>1</sup>	<i>Net Income (Loss)</i> <sup>2</sup>
In millions, (Unaudited)				
Reported (loss) earnings (GAAP)	\$ (718)	\$ (734)	\$ 118	\$ 98
Less: Significant items	(789)	(784)	(21)	(16)
Less: Amortization of intangibles	(32)	(25)	(69)	(53)
Less: Non-op pension / OPEB benefit credits	1	1	2	2
Less: Future reimbursable indirect costs	(19)	(15)	(36)	(28)
Adjusted earnings (non-GAAP)	\$ 121	\$ 89	\$ 242	\$ 193

1. Income (loss) from continuing operations before income taxes.

2. Net income (loss) from continuing operations.

<b>Reconciliation of “Income from continuing operations, net of tax” to “Operating EBITDA”</b>	<i>Six Months Ended</i>	<i>Twelve Months Ended</i>
In millions (Unaudited)	<i>June 30, 2025</i>	<i>Dec. 31, 2024</i>
(Loss) income from continuing operations, net of tax (GAAP)	\$ (734) <sup>1</sup>	\$ 98
+ Benefit from (provision for) income taxes on continuing operations	16	(20)
(Loss) income from continuing operations before income taxes	\$ (718)	\$ 118
+ Depreciation and amortization	76	157
- Non-operating pension/OPEB benefit credits <sup>2</sup>	1	2
+Future reimbursable indirect costs	(17)	(32)
- Significant items charge <sup>3</sup>	(789)	(21)
Operating EBITDA (non-GAAP)	\$ 129	\$ 262

1. Reflects a non-cash goodwill impairment charge of \$768 million related to the aramids business that was recognized in the first quarter of 2025 in connection with DuPont’s 2025 segment realignment.
2. Included in “Sundry income (expense) - net”.
3. Significant items charge for the six months ended June 30, 2025 represents separation costs, restructuring and asset related charges, and a goodwill impairment charge (\$768 million). Significant items charge for the twelve months ended December 31, 2024 primarily represents restructuring and asset related charges.

#### *Qnity Notes*

On August 15, 2025, Qnity issued \$1,000,000,000 aggregate principal amount of 5.750% senior secured notes due 2032 and \$750,000,000 aggregate principal amount of 6.250% senior unsecured notes due 2033 under Rule 144A and Regulation S under the Securities Act.

A total cash amount equal to the gross proceeds of the notes and the pre-funded interest on the notes through March 31, 2026 were deposited into and will be held in escrow, to be released in connection with the Intended Electronics Separation. If the Intended Electronics Separation is not consummated (x) on or prior to the earlier of (i) March 31, 2026 and (ii) the date on which Qnity notifies the escrow agent and the trustee for the secured notes and unsecured notes, respectively, that Qnity has determined that the Intended Electronics Separation will not be consummated or (y) within two business days of the escrow funds being released, then the notes offered thereto will be subject to a special mandatory redemption.

#### *New Jersey Settlement Agreement*

As discussed in DuPont’s most recent Quarterly Report on Form 10-Q, on August 3, 2025, DuPont, together with Chemours and Corteva, agreed to a proposed Judicial Consent Order with the State of New Jersey (the “NJ Settlement”) to resolve all outstanding claims by the State of New Jersey pending against the companies related to legacy use of a wide variety of substances of concern, including, but not limited to dense non-aqueous phase liquids, chemical solvents, and PFAS. The NJ Settlement is subject to approval from the Federal District Court of New Jersey (Camden).

#### *2025 Notes*

In addition to the Existing Notes, DuPont has 4.493% Notes due 2025 (the “2025 Notes”) outstanding, which DuPont expects to repay in full on or prior to its maturity date of November 15, 2025 in accordance with the Supplemental Indenture.

### **Our Corporate Information**

The mailing address of our principal executive offices is 974 Centre Road, Building 730, Wilmington, Delaware 19805. Our main telephone number is (302) 295-5783.



The address of our website is *www.dupont.com*. The information on our website is not incorporated by reference in, and does not form a part of, this offering memorandum and consent solicitation statement.

## THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS

*The following is a brief summary of certain terms of the Exchange Offers and Consent Solicitations. It may not contain all the information that is important to you. For additional information regarding the Exchange Offers, Consent Solicitations and New Notes, see “Description of the Exchange Offers and Consent Solicitations” and “Description of the New Notes”.*

New Notes Issuer .....	DuPont de Nemours, Inc., a Delaware corporation
Existing Notes Issuer .....	DuPont de Nemours, Inc., a Delaware corporation
New Notes Offered.....	<p>Up to \$5,400,000,000 aggregate principal amount of New Notes, consisting of:</p> <ul style="list-style-type: none"> <li>• up to \$2,250,000,000 aggregate principal amount of 4.725% Notes due November 15, 2028;</li> <li>• up to \$1,000,000,000 aggregate principal amount of 5.319% Notes due November 15, 2038; and</li> <li>• up to \$2,150,000,000 aggregate principal amount of 5.419% Notes due November 15, 2048.</li> </ul>
Exchange Offers.....	<p>DuPont is offering Eligible Holders of each series of Existing Notes the opportunity to exchange any and all of their Existing Notes for the applicable New Notes as indicated in the table on the cover hereof, upon the terms and subject to the conditions set forth in this offering memorandum and consent solicitation statement. For each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn at or prior to the Early Participation Date, Eligible Holders will be eligible to receive the Early Participation Payment. In addition, for each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn prior to the Expiration Date, Eligible Holders will be eligible to receive the Exchange Consideration. The total consideration, consisting of (a) the Exchange Consideration plus (b) the Early Participation Payment, is herein referred to as the Total Consideration.</p> <p>To be eligible to receive the Early Participation Payment, Eligible Holders must have validly tendered and not withdrawn their Existing Notes at or prior to the Early Participation Date. See “—Early Participation Payment”, “—Exchange Consideration” and “—Total Consideration” below.</p>
Denomination.....	<p>The New Notes will only be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No tender of Existing Notes will be accepted if it results in the issuance of less than \$2,000 principal amount of New Notes. If, pursuant to an Exchange Offer, a tendering Eligible Holder would otherwise be entitled to receive a principal amount of New Notes of the applicable series that is not equal to \$2,000 or an integral multiple of \$1,000 in excess thereof, such principal amount will be rounded down to the nearest \$2,000 or integral multiple of \$1,000 in excess thereof, and such Eligible Holder will receive the rounded principal amount of New Notes of such series plus cash equal to the principal amount of, and accrued and unpaid interest, if any, on, the New Notes of such series not received as a result of rounding down.</p>

Holders Eligible to Participate in the Exchange Offers .....	<p>DuPont will conduct the Exchange Offers in accordance with the applicable requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations of the SEC promulgated thereunder. Prior to the distribution of this offering memorandum and consent solicitation statement, DuPont distributed to certain holders of Existing Notes a letter requesting a certification that each such holder is either (a) a QIB as defined in Rule 144A under the Securities Act (“Rule 144A”) or (b) a person that is outside the United States and that is (i) not a “U.S. person” within the meaning of Regulation S under the Securities Act (“Regulation S”) and (ii) a “non-U.S. qualified offeree” (as defined in “Transfer Restrictions”).</p> <p><b><i>Only holders of Existing Notes who have properly completed and returned the eligibility certification, which is available from the Information Agent, are authorized to receive and review this offering memorandum and consent solicitation statement and to participate in the Exchange Offers and Consent Solicitations.</i></b></p> <p>The ability of an Eligible Holder to participate in the Exchange Offers and the Consent Solicitations may also be limited as set forth under “Transfer Restrictions” with respect to Eligible Holders outside the United States.</p>
Consent Solicitations .....	<p>Concurrently with the Exchange Offers, DuPont is soliciting consents from the Eligible Holders of each series of Existing Notes to amend the Existing Indenture to adopt the Proposed Amendments. Eligible Holders of Existing Notes may deliver their consent to the Proposed Amendments to the Existing Indenture for that series only by tendering Existing Notes of the applicable series Consent Solicitations. Eligible Holders may not deliver a consent in a Consent Solicitation without tendering Existing Notes of the applicable series in the applicable Exchange Offer. If an Eligible Holder tenders Existing Notes in an Exchange Offer, such Eligible Holder will be deemed to deliver its consent, with respect to the principal amount of such tendered Existing Notes, to the Proposed Amendments to the corresponding Existing Indenture.</p>
Proposed Amendments .....	<p>If consents sufficient to effect the applicable Proposed Amendments are received hereunder with respect to a series of Existing Notes, the Existing Indenture will be amended with respect to such series of Existing Notes to provide for the elimination of substantially all of the restrictive covenants in such Existing Indenture with respect to the Existing Notes. The Proposed Amendments with respect to each series of the Existing Notes under the Existing Indenture require the consent of the holders of not less than a majority in principal amount of the Existing Notes of each affected series then outstanding under the Existing Indenture, with each series voting as a separate class.</p>
Early Participation Payment.....	<p>For each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn at or before the Early Participation Date, Eligible Holders will be eligible to receive</p>

	<p>an Early Participation Payment equal to \$50 principal amount of New Notes of the applicable series and \$2.50 in cash.</p> <p>If the applicable Exchange Offer is completed, the Early Participation Payment will be paid only to Eligible Holders who had validly tendered and not properly withdrawn their Existing Notes at or before the Early Participation Date. Eligible Holders who validly tender their Existing Notes after the Early Participation Date but before the Expiration Date will not be eligible to receive the Early Participation Payment. See “Description of the Exchange Offers and Consent Solicitations—Early Participation Payment”.</p>
Exchange Consideration .....	The Exchange Consideration for each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn at or prior to the Expiration Date will equal \$950 principal amount of the New Notes of the applicable series. See “Description of the Exchange Offers and Consent Solicitations—Exchange Consideration”.
Total Consideration .....	<p>The Total Consideration for each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn will equal (a) \$950 principal amount of New Notes of the applicable series issued as Exchange Consideration plus (b) the Early Participation Payment.</p> <p>To be eligible to receive the Early Participation Payment, Eligible Holders must have validly tendered and not withdrawn their Existing Notes at or prior to the Early Participation Date.</p>
Accrued and Unpaid Interest.....	No accrued and unpaid interest is payable upon acceptance of any Existing Notes in the Exchange Offers and Consent Solicitations. However, the first interest payment on any New Notes will include any accrued and unpaid interest on the Existing Notes tendered in exchange therefor so that a tendering Eligible Holder will receive the same interest payment it would have received had its Existing Notes not been tendered in the Exchange Offers and Consent Solicitations.
Early Participation Date.....	<p>5:00 p.m., New York City time, on September 15, 2025, unless extended or terminated by DuPont with respect to an Exchange Offer.</p> <p>DuPont reserves the right to extend the Early Participation Date with respect to an Exchange Offer without extending the Early Participation Date for any other Exchange Offer.</p>
Expiration Date .....	<p>Each Exchange Offer will expire at 5:00 p.m., New York City time, on September 30, 2025, and may be extended for each Exchange Offer in DuPont’s sole discretion (which right is subject to applicable law).</p> <p>DuPont reserves the right to extend the Expiration Date with respect to an Exchange Offer without extending the Expiration Date for any other Exchange Offer.</p>
Settlement Date .....	The Settlement Date for each Exchange Offer and Consent Solicitation will be promptly following the Expiration Date for such Exchange Offer and Consent Solicitation.

Withdrawal Rights.....

Tenders of Existing Notes may be properly withdrawn at any time before 5:00 p.m., New York City time, on September 15, 2025, but not thereafter, subject to limited exceptions. If, after the Withdrawal Deadline, DuPont is required by law to permit withdrawals, then previously tendered Existing Notes may be properly withdrawn within a reasonable period under the circumstances, after the date that notice of such additional withdrawal rights is first published or given or sent to Eligible Holders of the Existing Notes by DuPont.

We may extend the Early Participation Date or the Expiration Date without extending the Withdrawal Deadline, unless required by law. DuPont reserves the right to extend the Withdrawal Deadline with respect to an Exchange Offer without extending the Withdrawal Deadline for any other Exchange Offer. See “Description of the Exchange Offers and Consent Solicitations—Withdrawal of Tenders”.

Conditions to the Exchange Offers and Consent Solicitation .....

The Exchange Offers and Consent Solicitations are subject to certain conditions. DuPont may generally waive any such condition, in its sole discretion, at any time with respect to an Exchange Offer or Consent Solicitation. Any waiver of a condition by DuPont with respect to an Exchange Offer will automatically waive such condition with respect to the corresponding Consent Solicitation, as applicable. In addition, DuPont may amend the terms of any Exchange Offer or Consent Solicitation without amending the terms of any other Exchange Offer or Consent Solicitation, respectively. Any amendment of the terms of an Exchange Offer by DuPont will automatically amend such terms with respect to the corresponding Consent Solicitation, as applicable.

The Intended Electronics Separation is not conditioned upon the completion of any of the Exchange Offers or Consent Solicitations, and none of the Exchange Offers or Consent Solicitations are conditioned upon the completion of the Intended Electronics Separation. None of the Exchange Offers or Consent Solicitations is subject to a financing condition. The completion of each Exchange Offer is conditioned upon at least 50.1% of the outstanding aggregate principal amount of the applicable series of Existing Notes being validly tendered. The Exchange Offers and Consent Solicitations are independent of each other, and DuPont may complete any one or more of the Exchange Offers or Consent Solicitations without completing any of the other Exchange Offers or Consent Solicitations.

Notwithstanding the conditions described in “Description of the Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers and Consent Solicitations”; DuPont may complete the Exchange Offers even if valid consents sufficient to effect the Proposed Amendments to the Existing Indenture with respect to a series of the Existing Notes are not received. See “Description of the Exchange Offers and Consent Solicitations—Conditions to the Exchange Offers and Consent Solicitations”.

Termination; Extension; Amendment .....

DuPont, in its sole discretion, may extend the Early Participation Date and the Expiration Date with respect to any or all of the Consent Solicitations and Exchange Offers, subject to applicable law. Any extension of the Early Participation Date or the Expiration Date with respect to any of the Consent Solicitations or Exchange Offers by DuPont will automatically extend the Early Participation Date or the Expiration Date, as applicable, with respect to the corresponding Consent Solicitation or Exchange Offer. Subject to applicable law, DuPont expressly reserves the right, with respect to any or all of the Exchange Offers, to: (i) delay accepting any Existing Notes, extend the Exchange Offer or terminate the Exchange Offer and not accept any Existing Notes; (ii) extend the Early Participation Date or Expiration Date without extending the Withdrawal Deadline; (iii) terminate any Exchange Offer and return all tendered Existing Notes to the respective tendering holders; and (iv) amend, modify or waive in part or whole, at any time, or from time to time, the terms of any Exchange Offer or Consent

	<p>Solicitation in any respect, including waiving of any conditions to the consummation of any Exchange Offer or Consent Solicitation. Any such delay, extension, termination, amendment, modification or waiver with respect to any Exchange Offer by DuPont will automatically delay, extend, terminate, amend, modify or waive conditions precedent to the corresponding Consent Solicitation. See “Description of the Exchange Offers and Consent Solicitations—Early Participation Date; Expiration Date; Extensions; Amendments; Termination”.</p>
Procedures for Tendering.....	<p>If you wish to participate in the Exchange Offers and Consent Solicitations, you must cause the book-entry transfer of your Existing Notes to the Exchange Agent’s account at DTC, and the Exchange Agent must receive a confirmation of book-entry transfer as follows:</p> <p><u>Existing Notes</u></p> <p>DTC Process: an agent’s message transmitted pursuant to DTC’s Automated Tender Offer Program (“ATOP”).</p> <p>DuPont has not provided guaranteed delivery procedures in conjunction with the Exchange Offers and Consent Solicitations.</p> <p>There is no letter of transmittal in connection with the Exchange Offers and Consent Solicitations.</p> <p>See “Description of the Exchange Offers and Consent Solicitations—Procedures for Tendering Existing Notes”.</p>
Consequences of Failure to Exchange .....	<p>If the Proposed Amendments are adopted with respect to a particular series of Existing Notes under the Existing Indenture, they will be binding on all holders of such series of Existing Notes issued thereunder, including those who do not deliver their consent to the Proposed Amendments and do not tender their Existing Notes in the applicable Exchange Offer.</p> <p>In addition, the trading market for any remaining Existing Notes may also be more limited than it is at present, and the smaller outstanding principal amount of such Existing Notes may make the trading price of any Existing Notes that are not tendered and accepted for exchange more volatile. Consequently, the liquidity, market value and price volatility of Existing Notes that remain outstanding may be materially and adversely affected. Therefore, if your Existing Notes are not tendered and accepted in the applicable Exchange Offer, it may become more difficult for you to sell or transfer your unexchanged Existing Notes.</p> <p>See “Risk Factors—Risks Relating to the Exchange Offers and Consent Solicitations—The Proposed Amendments to the Existing Indenture will afford reduced protection to remaining holders of Existing Notes”.</p>
Brokerage Fees and Commissions .....	<p>No brokerage fees or commissions are payable by the holders of the Existing Notes to the Dealer Managers, the Exchange Agent or DuPont in connection with the Exchange Offers and Consent Solicitations. If a tendering holder handles the transaction through its broker, dealer, commercial bank, trust company or</p>

	other institution, that holder may be required to pay brokerage fees or commissions.
U.S. Federal Income Tax Considerations .....	For a discussion of the U.S. federal income tax considerations generally applicable to U.S. Holders and Non-U.S. Holders with respect to the Exchange Offers and Consent Solicitations, see “U.S. Federal Income Tax Considerations”.
Use of Proceeds .....	DuPont will not receive any cash proceeds from the Exchange Offers and Consent Solicitations. See “Use of Proceeds”.
Exchange Agent and Information Agent .....	Global Bondholder Services Corporation (“GBSC”) is serving as the exchange agent (the “Exchange Agent”) and information agent (the “Information Agent”) in connection with the Exchange Offers and Consent Solicitations. The address, email address and telephone numbers of GBSC are listed on the back cover of this offering memorandum and consent solicitation statement.
Dealer Managers .....	Citigroup Global Markets Inc. is the Lead Dealer Manager and Lead Consent Solicitation Agent, and J.P. Morgan Securities LLC, TD Securities (USA) LLC and MUFG Securities Americas Inc. are the Co-Dealer Managers and Co-Consent Solicitation Agents for the Exchange Offers and Consent Solicitations. The address and telephone number of Citigroup Global Markets Inc. is listed on the back cover page of this offering memorandum and consent solicitation statement.
No Recommendation .....	None of DuPont, the Dealer Managers, the Information Agent, the Exchange Agent or the Trustee makes any recommendation in connection with the Exchange Offers or Consent Solicitations as to whether any Existing Notes noteholder should tender or refrain from tendering all or any portion of the principal amount of that holder’s Existing Notes (and in so doing, consent to the adoption of the Proposed Amendments to the Existing Indenture), and no one has been authorized by any of them to make such a recommendation.
Further Information .....	Questions or requests for assistance related to the Exchange Offers and Consent Solicitations or for additional copies of this offering memorandum and consent solicitation statement may be directed to the Information Agent at its telephone numbers and address listed on the back cover page of this offering memorandum and consent solicitation statement. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offers and Consent Solicitations. The contact information for Citigroup Global Markets Inc. and the Exchange Agent is set forth on the back cover page of this offering memorandum and consent solicitation statement. See also “Where You Can Find More Information and Incorporation by Reference”.



## THE NEW NOTES

*The following summary contains basic information about the New Notes and is not intended to be complete. It does not contain all the information that is important to you. For a more complete understanding of the New Notes, please refer to “Description of the New Notes”.*

New Notes Issuer .....	DuPont de Nemours, Inc., a Delaware corporation.
New Notes Offered.....	Up to \$5,400,000,000 aggregate principal amount of New Notes, consisting of: <ul style="list-style-type: none"> <li>• up to \$2,250,000,000 aggregate principal amount of 4.725% Notes due November 15, 2028;</li> <li>• up to \$1,000,000,000 aggregate principal amount of 5.319% Notes due November 15, 2038; and</li> <li>• up to \$2,150,000,000 aggregate principal amount of 5.419% Notes due November 15, 2048.</li> </ul>
Interest Rates; Interest Payment Dates; Maturity Dates.....	Each series of New Notes will have the same interest rate, interest payment dates and maturity date as the corresponding series of Existing Notes for which such series of New Notes is being offered in exchange.  The New Notes of each series will accrue interest from (and including) the most recent date on which interest has been paid on the corresponding series of Existing Notes accepted in the Exchange Offers and the Consent Solicitations. Except as set forth above, no accrued but unpaid interest will be paid with respect to Existing Notes tendered for exchange.
<b>Interest Rates and Maturity Dates</b>	<b>Interest Payment Dates</b>
4.725% Notes due November 15, 2028	May 15 and November 15
5.319% Notes due November 15, 2038	May 15 and November 15
5.419% Notes due November 15, 2048	May 15 and November 15
Optional Redemption .....	Each new series of New Notes will have the same optional redemption provisions as the corresponding series of Existing Notes; <i>provided</i> that the methodology for calculating any make-whole redemption price for the New Notes will reflect the SIFMA model provisions, as set forth in “Description of the New Notes—Description of the New Notes—Optional Redemption”.  For additional information, see “Description of the New Notes—Optional Redemption”.
Special Mandatory Redemption .....	If the Intended Electronics Separation is completed on or before March 31, 2026, we will be required to redeem \$900,000,000 principal amount of New 4.725% 2028 Notes, \$400,000,000 principal amount of New 5.319% 2038 Notes and \$860,000,000 principal amount of New 5.419% 2048 Notes on the Special Mandatory Redemption Date at a redemption price equal to the greater of (1)(a) the sum of the present values of the remaining scheduled payments of principal and interest on each series of New Notes discounted to the Special

	<p>Mandatory Redemption Date (assuming each series of New Notes matured on the applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus (i) 25 basis points in the case of the New 4.725% 2028 Notes and (ii) 30 basis points in the case of the New 5.319% 2038 Notes and the New 5.419% 2048 Notes, less (b) interest accrued to the Special Mandatory Redemption Date, and (2) 100% of the principal amount of each series of New Notes to be redeemed, plus, in either case, accrued and unpaid interest, if any, to, but excluding the Special Mandatory Redemption Date. See “Description of the New Notes—Special Mandatory Redemption”.</p>
Change of Control Repurchase Event.....	<p>If a Change of Control Triggering Event (as defined herein) occurs with respect to a series of New Notes, except to the extent DuPont has exercised its right to redeem such New Notes, DuPont will be required to offer each holder of the New Notes of such series to repurchase all or any part of that holder’s New Notes at a repurchase price in cash equal to 101% of the principal amount of such New Notes repurchased plus any accrued and unpaid interest, if any, on such notes repurchased to, but not including, the repurchase date. See “Description of the New Notes—Change of Control Repurchase Event”.</p>
Priority .....	<p>The New Notes will be DuPont’s general, unsecured senior obligations, and will:</p> <ul style="list-style-type: none"> <li>• rank equally in right of payment with all of DuPont’s existing and future unsubordinated indebtedness, liabilities and other obligations;</li> <li>• rank senior in right of payment to all of DuPont’s future subordinated indebtedness, liabilities and other obligations, including any Existing Notes that are not validly tendered and accepted in these Exchange Offers;</li> <li>• be effectively junior to all of DuPont’s existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness; and</li> <li>• be structurally subordinated to all of the existing and future indebtedness, liabilities and other obligations of DuPont’s subsidiaries (other than indebtedness, liabilities and other obligations owed to DuPont)</li> </ul>
Additional Notes .....	<p>DuPont may “re-open” each series of New Notes and issue an unlimited principal amount of additional New Notes of that series in the future without the consent of the holders.</p>
Form and Minimum Denominations .....	<p>The New Notes will be issued only in registered, book-entry form. There will be a global note deposited with a common depositary for DTC.</p>

	<p>The New Notes will only be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.</p>
Risk Factors .....	<p>You should carefully consider the information set forth herein under “Risk Factors” and the other information in this offering memorandum and consent solicitation statement and the documents incorporated herein by reference in deciding whether to participate in the Exchange Offers and Consent Solicitations.</p>
No Public Market; Liquidity .....	<p>The New Notes are new securities and there are currently no established trading markets for any series of the New Notes. DuPont does not intend to apply for listing of the New Notes on any securities exchange or for inclusion of the New Notes in any automated quotation system.</p> <p>There can be no assurance as to the aggregate principal amount of any series of New Notes issued on the Settlement Date, and a liquid trading market may not exist on the Settlement Date or develop thereafter for some or all of the series of New Notes.</p>
Transfer Restrictions .....	<p>The New Notes have not been registered under the Securities Act or the securities laws of any other jurisdiction and are being offered and sold in the United States only to persons reasonably believed to be QIBs in reliance on Rule 144A under the Securities Act (each, a “Rule 144A New Note” and, collectively, the “144A New Notes”) and to non-U.S. persons in transactions outside the United States in reliance on Regulation S under the Securities Act (each, a “Regulation S New Note” and, collectively, the “Regulation S New Notes”). The New Notes are subject to certain restrictions on transfer and may only be offered or sold in transactions exempt from, or not subject to, the registration requirements of the Securities Act and other applicable securities laws. See “Transfer Restrictions”.</p>
Registration Rights .....	<p>DuPont expects to enter into a registration rights agreement pursuant to which DuPont will be obligated to use commercially reasonable efforts to file an exchange offer registration statement with the SEC to allow you to exchange New Notes for the same principal amount of a new issue of notes (the “Registered Notes”) with substantially identical terms, except that the Registered Notes will generally be freely transferable under the Securities Act. In addition, DuPont has agreed to use commercially reasonable efforts to file, under certain circumstances, a shelf registration statement to cover resales of the New Notes under the Securities Act. If DuPont does not comply with these obligations, DuPont will be required to pay additional interest on the New Notes under specified circumstances. See “Registration Rights”.</p>
Trustee of the New Notes .....	<p>U.S. Bank Trust Company, National Association.</p>

Paying Agent, Registrar and Transfer Agent of the New U.S. Bank Trust Company, National Association.  
Notes.....  
Governing Law ..... The State of New York.

## RISK FACTORS

*In addition to the other information set forth and incorporated by reference in this offering memorandum and consent solicitation statement, you should consider carefully (i) the factors identified in the “Risk Factors” sections of our Annual Report on Form 10-K for the fiscal year ended December 31, 2024, (ii) the factors identified in the “Risk Factors” section of our Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2025 and June 30, 2025, respectively, and (iii) the factors set forth below related to the Exchange Offers and Consent Solicitations.*

### **Risks Relating to the Exchange Offers and Consent Solicitations**

*The Proposed Amendments to the Existing Indenture will afford reduced protection to remaining holders of Existing Notes.*

If the Proposed Amendments are adopted with respect to a particular series of Existing Notes under the Existing Indenture, they will be binding on all holders of such series of Existing Notes issued thereunder, including those who do not deliver their consent to the Proposed Amendments and do not tender their Existing Notes in the applicable Exchange Offer. See “The Proposed Amendments”.

*The liquidity of the Existing Notes that are not exchanged will be reduced.*

The trading market for unexchanged Existing Notes will become more limited and could cease to exist due to the reduction in the amount of the Existing Notes outstanding upon consummation of the Exchange Offers. A more limited trading market might adversely affect the liquidity, market price and price volatility of these securities. If a market for unexchanged Existing Notes exists or develops, those securities may trade at a discount to the price at which the securities would trade if the amount outstanding were not reduced, depending on prevailing interest rates, the market for similar securities and other factors. However, there can be no assurance that an active market in the unexchanged Existing Notes will exist, develop or be maintained or as to the prices at which the unexchanged Existing Notes may be traded.

*As a result of the Exchange Offers, all or certain series of the Existing Notes may cease to be index-eligible and all or certain series of the New Notes may not be index-eligible.*

Depending on the aggregate principal amount Existing Notes of any series tendered in the Exchange Offers, the New Notes issued in exchange for such series of Existing Notes may be in an aggregate principal amount that is too low for such series of New Notes to be eligible for certain indexes. A debt security that is not index-eligible may command a lower price than would a comparable index-eligible debt security. In addition, as a consequence of the Exchange Offers, the aggregate principal amount that remains outstanding for any series of Existing Notes may also be in an aggregate principal amount that is too low for such series of Existing Notes to be eligible for certain indexes.

*The Exchange Offers and the Consent Solicitations may be cancelled, delayed or amended pursuant to their terms and the conditions of the Exchange Offers may not be satisfied or waived.*

The Exchange Offers and the Consent Solicitations are subject to the satisfaction or waiver of certain conditions, some of which are beyond DuPont’s control. In addition, the Exchange Offers and the Consent Solicitations may be amended, extended, terminated or withdrawn.

Even if the Exchange Offers and the Consent Solicitations are consummated, they may not be consummated on the schedule described in this offering memorandum and consent solicitation statement. Accordingly, Eligible Holders participating in the Exchange Offers and the Consent Solicitations may have to wait longer than expected to receive their New Notes (or to have their Existing Notes returned to them in the event that we terminate or cancel the Exchange Offers), during which time such Eligible Holders will not be able to effect transfers or sales of their Existing Notes tendered in the Exchange Offers and the Consent Solicitations. In addition, subject to certain limits, we have the right to amend the terms of the Exchange Offers prior to the Expiration Date.

*We cannot assure holders of the Existing Notes that existing rating agency ratings for the Existing Notes will be maintained, or that rating agencies will continue to rate the Existing Notes.*

We cannot assure holders of the Existing Notes that as a result of the Exchange Offers and Consent Solicitations or otherwise, one or more rating agencies, including S&P or Moody’s (each as defined herein), would not take action to downgrade or negatively comment upon their respective ratings on the Existing Notes. Any downgrade or negative comment may adversely affect the market price of the Existing Notes. In addition, we cannot assure holders of the Existing Notes that such rating agencies

will continue to provide ratings for the Existing Notes, including if the remaining aggregate principal amount of Existing Notes outstanding is deemed to be an inconsequential amount.

*The consideration to be received in the Exchange Offers does not reflect any valuation of the Existing Notes or the New Notes and is subject to market volatility.*

DuPont has not made a determination that the consideration to be received in the Exchange Offers represents a fair valuation of either the Existing Notes or the New Notes. DuPont has not obtained a fairness opinion from any financial advisor about the fairness to DuPont or to you of the consideration to be received by Eligible Holders who tender their Existing Notes.

None of DuPont, the Dealer Managers, the Trustee, the Exchange Agent or the Information Agent, or any affiliate of any of them, makes any recommendation as to whether Eligible Holders of the Existing Notes should exchange their Existing Notes for New Notes in response to the Exchange Offers and Consent Solicitations.

*Late deliveries of Existing Notes or any other failure to comply with the terms and conditions of the Exchange Offers and Consent Solicitations could prevent a holder from exchanging its Existing Notes. Moreover, if you tender your Existing Notes after the applicable Early Participation Date, and your Existing Notes are accepted for exchange, you will only receive the Exchange Consideration.*

Holders of Existing Notes are responsible for complying with all the procedures of the Exchange Offers and Consent Solicitations. The issuance of New Notes in exchange for Existing Notes will only occur upon proper completion of the procedures described in this offering memorandum and consent solicitation statement under “Description of the Exchange Offers and Consent Solicitations”. Therefore, holders of Existing Notes who wish to exchange them for New Notes should allow sufficient time for timely completion of the exchange procedures. Additionally, Eligible Holders who validly tender their Existing Notes after the Early Participation Date and whose Existing Notes are accepted for exchange will only receive the Exchange Consideration. Neither DuPont nor the Exchange Agent is obligated to extend any or all of the Exchange Offers and Consent Solicitations or notify you of any failure to follow the proper procedures.

*DuPont may repurchase any Existing Notes that are not tendered in the Exchange Offers on terms that are more favorable to the remaining holders of the Existing Notes than the terms of the Exchange Offers.*

DuPont or its affiliates may, to the extent permitted by applicable law, after the Expiration Date of the Exchange Offers, acquire Existing Notes that are not tendered and accepted in the Exchange Offers and Consent Solicitations through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemption or otherwise, upon such terms and at such prices as DuPont may determine, which with respect to the Existing Notes may be more or less favorable (including different consideration) to holders than the terms of the Exchange Offers. DuPont or its affiliates may also elect to grant certain guarantees of such Existing Notes. There can be no assurance as to which, if any, of these alternatives or combinations thereof DuPont or its affiliates may choose to pursue in the future.

*DuPont intends to treat the Early Participation Payment as a separate taxable fee for U.S. federal income tax purposes, which, in the case of Non-U.S. Holders, may be subject to U.S. federal income or withholding tax.*

Although it is not free from doubt, DuPont intends to treat the Early Participation Payment as a separate taxable fee for U.S. federal income tax purposes and not as a payment on the Existing Notes. As a result, the amount of the Early Participation Payment made to you, if you are a Non-U.S. Holder (as defined in “U.S. Federal Income Tax Considerations”), may be subject to a 30% withholding tax (unless otherwise reduced under the terms of an applicable U.S. tax treaty). Holders should consult their tax advisors regarding the U.S. federal income tax consequences resulting from the receipt of the Early Participation Payment in light of their particular circumstances. See “U.S. Federal Income Tax Considerations”.

## **Risks Relating to the New Notes**

*In the event of a special mandatory redemption, holders of the New Notes may not obtain their expected return on the New Notes.*

If the Intended Electronics Separation is completed on or before March 31, 2026, we will be required to redeem \$900,000,000 principal amount of New 4.725% 2028 Notes, \$400,000,000 principal amount of New 5.319% 2038 Notes and \$860,000,000 principal amount of New 5.419% 2048 Notes on the Special Mandatory Redemption Date at a redemption price equal to the greater of (1)(a) the sum of the present values of the remaining scheduled payments of principal and interest on each series of New Notes discounted to the Special Mandatory Redemption Date (assuming each series of New Notes matured on the applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus (i) 25 basis points in the case of the New 4.725% 2028 Notes and (ii) 30 basis points in the case of the New 5.319% 2038 Notes and the New 5.419% 2048 Notes, less (b) interest accrued to the Special Mandatory Redemption Date, and (2) 100%

of the principal amount of each series of New Notes to be redeemed, plus, in either case, accrued and unpaid interest, if any, to, but excluding the Special Mandatory Redemption Date. See “Description of the New Notes—Special Mandatory Redemption”.

There are many determinations with respect to the Intended Electronics Separation that, by their nature, cannot be determined until the completion of the Intended Electronics Separation, including definitive determinations with regard to the capital structure of the various businesses and allocation of liabilities among them. As such, there are many factors that could, prior to the determination by our Board of Directors to proceed with the Intended Electronics Separation, impact the structure or timing of, or the determination to ultimately proceed with, the separations, including, among others, global economic conditions, instability in credit markets, declining consumer and business confidence, fluctuating commodity prices and interest rates, volatile exchange rates, tax considerations and other challenges that could affect the global economy, specific market conditions in one or more of the industries of the businesses proposed to be separated and changes in the regulatory or legal environment. Additionally, the consummation of such transactions is a complex, costly and time consuming process, and our Board of Directors may, at any time prior to the consummation of any of the separations, determine to abandon any or all such proposed transactions.

We therefore cannot be sure whether or when we may be required to redeem the New Notes pursuant to the special mandatory redemption provision described herein. Depending on whether or when we redeem the New Notes pursuant to the special mandatory redemption described herein, holders of the New Notes may not obtain their expected return on the New Notes and may not be able to reinvest the proceeds from any such redemption in an investment that results in a comparable return. In addition, as a result of the special mandatory redemption provision, the trading prices of the New Notes may not reflect the financial results of our business.

*We may be unable to redeem the New Notes in the event of a special mandatory redemption.*

If the Intended Electronics Separation is completed on or before March 31, 2026, we will be required to redeem \$900,000,000 principal amount of New 4.725% 2028 Notes, \$400,000,000 principal amount of New 5.319% 2038 Notes and \$860,000,000 principal amount of New 5.419% 2048 Notes on the Special Mandatory Redemption Date at a redemption price equal to the greater of (1)(a) the sum of the present values of the remaining scheduled payments of principal and interest on each series of New Notes discounted to the Special Mandatory Redemption Date (assuming each series of New Notes matured on the applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus (i) 25 basis points in the case of the New 4.725% 2028 Notes and (ii) 30 basis points in the case of the New 5.319% 2038 Notes and the New 5.419% 2048 Notes, less (b) interest accrued to the Special Mandatory Redemption Date, and (2) 100% of the principal amount of each series of New Notes to be redeemed, plus, in either case, accrued and unpaid interest, if any, to, but excluding the Special Mandatory Redemption Date. See “Description of the New Notes—Special Mandatory Redemption”. DuPont will not receive any cash proceeds from the Exchange Offers or Consent Solicitations or the issuance of the New Notes in connection with the Exchange Offers and Consent Solicitations. Accordingly, we will need to fund any special mandatory redemption using proceeds that we have voluntarily retained or from other sources of liquidity. In the event of a special mandatory redemption, we may not have sufficient funds to purchase all of the New Notes.

*The New Notes will be unsecured.*

The New Notes will be unsecured. Holders of any secured indebtedness will have claims that are prior to the claims of holders of the New Notes, to the extent of the value of the assets securing such secured indebtedness, in the event of any bankruptcy, liquidation or similar proceeding involving us. As of June 30, 2025, on a pro forma as adjusted basis for the Intended Electronics Separation, we would have had no secured indebtedness outstanding, however, we may incur secured indebtedness in the future which would be effectively senior to the New Notes.

*The New Notes will not be guaranteed.*

None of our subsidiaries will guarantee or otherwise become obligated with respect to, or will have any obligation to pay or to provide us with funds to pay the New Notes. Accordingly, our right to receive assets from any such entity upon its bankruptcy, liquidation or reorganization, and the right of holders of the New Notes to participate in those assets, is structurally subordinated to claims of such entity’s creditors, including trade creditors. The indenture governing the New Notes will not restrict the amount of debt that we or any of our subsidiaries may incur. As of June 30, 2025, our subsidiaries had approximately \$9 million of total debt outstanding, all of which would be structurally senior to the New Notes.

*An increase in interest rates could result in a decrease in the market values of the New Notes.*

In general, as market interest rates rise, notes bearing interest at a fixed rate decline in value because the premium over market interest rates, if any, will decline. Consequently, if you purchase the New Notes and market interest rates increase, the market values of your New Notes may decline. DuPont cannot predict the future level of market interest rates.

*There can be no assurance as to the liquidity of any series of New Notes.*

We cannot predict the extent to which holders of the Existing Notes will participate in the Exchange Offers and Consent Solicitations. In addition, we may complete the Exchange Offers even if valid consents sufficient to effect the Proposed Amendments to the corresponding Existing Indenture with respect to a series of the Existing Notes are not received. As a result, there can be no assurance as to the aggregate principal amount of any series of New Notes issued on the Settlement Date, and a liquid trading market may not exist on the Settlement Date or develop thereafter for some or all of the series of New Notes.

*There are currently no markets for the New Notes, and active trading markets may not develop for the New Notes.*

The New Notes are new securities for which there are no established trading markets. DuPont does not intend to apply for listing of the New Notes on any securities exchange or for inclusion of the New Notes in any automated quotation system. In addition, the liquidity of the trading markets in the New Notes and the market prices quoted for the New Notes may be adversely affected by changes in the overall market for securities and by changes in DuPont's financial performance or prospects or changes in the financial performance or prospects of companies in DuPont's industry. Active trading markets for the New Notes may not develop or be sustained and there can be no assurance as to the liquidity of any markets that do develop. You may not be able to sell your New Notes at a particular time, and the price that you receive when you sell may not be favorable.

*The provisions in the indenture that will govern the New Notes relating to change of control transactions will not necessarily protect you in the event of a highly leveraged transaction.*

The provisions in the indenture that will govern the New Notes relating to change of control transactions will not necessarily afford you protection in the event of a highly leveraged transaction that may adversely affect you, including a reorganization, restructuring, merger or other similar transaction involving us. These transactions may not involve a change in voting power or beneficial ownership or, even if they do, may not involve a change of the magnitude required under the definition of "Change of Control Triggering Event" in the indenture to trigger these provisions, including the requirement that the transactions be accompanied or followed within 60 days, subject to extension under certain circumstances, by a downgrade in the rating of a series of Existing Notes, following which the New Notes of such series are no longer rated "investment grade". Except as described under "Description of the New Notes—Change of Control Repurchase Event", the indenture will not contain provisions that permit the holders of the New Notes to require us to repurchase the notes in the event of a takeover, recapitalization or similar transaction.

Further, the definition of "Change of Control", which is a condition precedent to a "Change of Control Triggering Event", includes a phrase relating to the sale, transfer, conveyance or other disposition of "all or substantially all" of our assets. There is no precisely established definition of the phrase "substantially all" under applicable law.

Accordingly, your ability to require us to repurchase your New Notes as a result of a sale, transfer, conveyance or other disposition of less than all of our assets to another individual, group or entity may be uncertain.

*Our ability to repurchase New Notes upon a change of control may be limited.*

Upon the occurrence of a Change of Control Triggering Event (as defined below under "Description of the New Notes—Change of Control Repurchase Event") in respect of a particular series of New Notes, each holder of New Notes of such series will have the right to require us to repurchase such holder's Notes of such series, unless we have exercised our right to redeem such series of New Notes as described under "Description of the New Notes—Optional Redemption". If a Change of Control Triggering Event were to occur and we did not have sufficient funds to pay the Change of Control Payment (as defined below under "Description of the New Notes—Change of Control Repurchase Event") in respect of all New Notes or portions of New Notes properly tendered, that failure would constitute an event of default under the indenture governing the New Notes. A change of control may also require us to make an offer to purchase certain of our other indebtedness and may give rise to an event of default under our revolving credit facility and/or other future indebtedness. We may not have sufficient funds to purchase all of the affected indebtedness and repay the amounts owed under such facilities.



*Ratings of the New Notes may change and affect the market prices and marketability of the New Notes.*

Our debt securities are subject to periodic review by one or more independent credit rating agencies and may be subject to rating and periodic review by additional independent credit rating agencies in the future. Any such ratings are limited in scope and do not address all material risks relating to an investment in the New Notes, but rather reflect only the view of the rating agency at the time the rating is issued. An explanation of the significance of such rating may be obtained from such rating agency. We cannot assure you that such credit rating will remain in effect for any given period of time or that any such rating will not be lowered, suspended or withdrawn entirely by the rating agency if, in such rating agency's judgment, circumstances so warrant. It is also possible that any such rating may be lowered in connection with future events, such as future acquisitions. Holders of New Notes will have no recourse against us or any other parties in the event of a change in or suspension or withdrawal of any such rating. Any lowering, suspension or withdrawal of such ratings may have an adverse effect on the market prices or marketability of the New Notes.

*The New Notes have not been registered under applicable federal and state securities laws and, accordingly, are not freely transferable.*

The New Notes have not been registered under the Securities Act or any state securities laws. Unless the New Notes are so registered, they may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

DuPont has agreed to use commercially reasonable efforts to commence an offer to exchange the New Notes for equivalent notes in an exchange registered under U.S. securities laws or, in certain circumstances, register the reoffer and resale of the New Notes under U.S. securities laws, but there can be no assurance that DuPont will complete the subsequent exchange. See "Registration Rights" and "Transfer Restrictions".

## **USE OF PROCEEDS**

DuPont will not receive any cash proceeds from the Exchange Offers or Consent Solicitations or the issuance of the New Notes in connection with the Exchange Offers and Consent Solicitations.

## UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS

### Overview

On May 22, 2024 DuPont announced its plan to separate its Electronics business by way of a spin-off transaction, thereby creating a new independent, publicly traded electronics company to be known as Qnity Electronics, Inc (“Qnity”). Upon the satisfaction or waiver by DuPont of the conditions to the Intended Electronics Separation, on the distribution date, DuPont will effect the pro rata distribution of all of the issued and outstanding shares of Qnity common stock to DuPont stockholders of record at the close of business, Eastern Time, on the record date for the distribution. The distribution date is currently anticipated to be November 1, 2025, and as result of the distribution, Qnity will become an independent, publicly traded company.

DuPont stockholders may also receive cash in lieu of any fractional shares of Qnity common stock that they would have received in the distribution. The distribution is intended to be generally tax free for U.S. federal income tax purposes, except for any cash received in lieu of fractional shares. DuPont stockholders will not be required to make any payment, surrender or exchange their DuPont common stock or take any other action to receive their shares of Qnity common stock in the distribution. Until the Intended Electronics Separation occurs, Qnity will be a wholly owned subsidiary of DuPont, and consequently, DuPont’s board of directors has the discretion to abandon the intended distribution and to alter the terms of the distribution. As a result, DuPont cannot provide any assurances that the distribution will be completed.

### Basis of Presentation

The following unaudited pro forma combined financial statements of DuPont were derived from its historical consolidated financial statements and are being presented to give effect to the Intended Electronics Separation, including receipt of the Qnity Cash Distribution, the Exchange Offers, and certain intended uses of proceeds (collectively, the “Transactions”). The unaudited pro forma combined statements do not give effect to the intended Aramids Divestiture. The unaudited pro forma Condensed Combined Balance Sheet as of June 30, 2025, gives effect to the Transactions as if they had occurred on June 30, 2025. The unaudited pro forma Combined Statements of Operations for the six months ended June 30, 2025 and for the year ended December 31, 2024 reflect pro forma results of DuPont’s operations as if the Transactions had occurred on January 1, 2024, the beginning of the Company’s most recently completed fiscal year.

The unaudited pro forma combined financial statements should be read in conjunction with: (i) the accompanying notes to the unaudited pro forma combined financial statements, (ii) DuPont’s audited consolidated financial statements, the accompanying notes and Management’s Discussion and Analysis of Financial Condition and Results of Operations included in DuPont’s Form 8-K filed on May 2, 2025, collectively referred to as the “Recast 2024 Annual Report”, which was filed in order to recast the Company’s 2024 Annual Report on Form 10-K to reflect the changes in the Company’s reportable segments; and (iii) DuPont’s unaudited consolidated financial statements, the accompanying notes and Management’s Discussion and Analysis of Financial Condition and Results of Operations included in DuPont’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025.

The unaudited pro forma combined financial statements, including the adjustments discussed above, are based upon available information at the time of this offering memorandum and consent solicitation statement, and related estimates and assumptions that we believe are reasonable and supportable. The unaudited pro forma combined financial statements are for informational purposes only and are not intended to be a complete presentation of DuPont’s operating results or financial position had the Transactions occurred as of and for the periods indicated, nor do they purport to project the results of operations or financial position for any future period or as of any future date. Accordingly, such information should not be relied upon as an indicator of future performance, financial condition or liquidity. The unaudited pro forma combined financial statements have been adjusted to give effect to adjustments described in the accompanying notes to the unaudited pro forma combined financial information.

Beginning with DuPont’s annual report on Form 10-K for the period ended December 31, 2025, assuming the Intended Electronics Separation is consummated in 2025, the Electronics business will be reflected in DuPont’s historical financial statements as discontinued operations, including for periods prior to the consummation of the Transactions.

**DuPont de Nemours, Inc.**  
**Unaudited Pro Forma Condensed Combined Balance Sheet**  
**as of June 30, 2025**

	DuPont	Intended Electronics Separation	DuPont Adjusted	Transactions Pro Forma Adjustments		DuPont Pro Forma
(in millions)	As Reported	Note 1	(subtotal)	Note 2		(total)
<b>Assets</b>						
<b>Current assets</b>						
Cash and cash equivalents	\$ 1,837	\$ (58)	\$ 1,779	\$ (220)	(a)	\$ 1,559
Restricted cash and cash equivalents	5	—	5			5
Accounts and notes receivable – net	2,535	(707)	1,828	127	(a), (b), (c)	1,955
Inventories	2,295	(658)	1,637	—		1,637
Prepaid and other current assets	178	(37)	141	2	(a)	143
<b>Total current assets</b>	<b>\$ 6,850</b>	<b>\$ (1,460)</b>	<b>\$ 5,390</b>	<b>\$ (91)</b>		<b>\$ 5,299</b>
<b>Property, plant and equipment - net of accumulated depreciation</b>	<b>5,910</b>	<b>(1,608)</b>	<b>4,302</b>	<b>—</b>		<b>4,302</b>
<b>Other assets</b>						
Goodwill	16,240	(8,316)	7,924	—		7,924
Other intangible assets	5,163	(1,584)	3,579	—		3,579
Restricted cash and cash equivalents - noncurrent	37	—	37	—		37
Investments and noncurrent receivables	1,112	(418)	694	—		694
Deferred income tax assets	252	(17)	235	—		235
Deferred charges and other assets	995	(161)	834	301	(a), (b), (c), (d)	1,135
<b>Total other assets</b>	<b>\$ 23,799</b>	<b>\$ (10,496)</b>	<b>\$ 13,303</b>	<b>\$ 301</b>		<b>\$ 13,604</b>
<b>Total Assets</b>	<b>\$ 36,559</b>	<b>\$ (13,564)</b>	<b>\$ 22,995</b>	<b>\$ 210</b>		<b>\$ 23,205</b>
<b>Liabilities and Equity</b>						
<b>Current liabilities</b>						
Short-term borrowings	\$ 1,849	\$ —	\$ 1,849	\$ (1,339)	(a)	\$ 510
Accounts payable	1,699	(547)	1,152	—		1,152
Income taxes payable	158	(101)	57	—		57
Accrued and other current liabilities	1,147	(120)	1,027	(277)	(a), (c), (d)	750
<b>Total current liabilities</b>	<b>\$ 4,853</b>	<b>\$ (768)</b>	<b>\$ 4,085</b>	<b>\$ (1,616)</b>		<b>\$ 2,469</b>
<b>Long-term debt</b>	<b>5,326</b>	<b>—</b>	<b>5,326</b>	<b>(2,135)</b>	<b>(a)</b>	<b>3,191</b>
<b>Other noncurrent liabilities</b>						
Deferred income tax liabilities	844	(324)	520	13	(a)	533
Pension and other post employment benefits	575	(95)	480	—		480
Other noncurrent obligations	1,445	(237)	1,208	(111)	(a), (b), (c), (d)	1,097
<b>Total other noncurrent liabilities</b>	<b>\$ 2,864</b>	<b>\$ (656)</b>	<b>\$ 2,208</b>	<b>\$ (98)</b>		<b>\$ 2,110</b>
<b>Total liabilities</b>	<b>\$ 13,043</b>	<b>\$ (1,424)</b>	<b>\$ 11,619</b>	<b>\$ (3,849)</b>		<b>\$ 7,770</b>
<b>Equity</b>						
Total DuPont's stockholders' equity	23,064	(11,854)	11,210	4,059	(a), (b), (c)	15,269
Noncontrolling interests	452	(286)	166	—		166
<b>Total equity</b>	<b>\$ 23,516</b>	<b>\$ (12,140)</b>	<b>\$ 11,376</b>	<b>\$ 4,059</b>		<b>\$ 15,435</b>
<b>Total Liabilities and Equity</b>	<b>\$ 36,559</b>	<b>\$ (13,564)</b>	<b>\$ 22,995</b>	<b>\$ 210</b>		<b>\$ 23,205</b>

See accompanying Notes to the Unaudited Pro Forma Combined Financial Statements.

**DuPont de Nemours, Inc.**  
**Unaudited Pro Forma Combined Statement of Operations**  
**for the Six Months Ended June 30, 2025**

	DuPont	Intended Electronics Separation	DuPont Adjusted	Transactions Pro Forma Adjustments		DuPont Pro Forma
<i>(in millions)</i>	As Reported	Note 1	(subtotal)	Note 2		(total)
Net sales	\$ 6,323	\$ (2,288)	\$ 4,035	\$ —		\$ 4,035
Cost of sales	3,961	(1,211)	2,750	(6)	(e)	2,744
Research and development expenses	279	(163)	116	(10)	(e)	106
Selling, general and administrative expenses	774	(244)	530	(30)	(e)	500
Amortization of intangibles	286	(105)	181	—		181
Restructuring and asset related charges – net	49	(8)	41	—		41
Goodwill impairment charges	768	—	768	—		768
Acquisition, integration and separation costs	279	(140)	139	—		139
Equity in earnings of nonconsolidated affiliates	29	(22)	7	—		7
Sundry income (expense) – net	88	3	91	3	(g)	94
Interest expense	167	—	167	(85)	(g)	82
Loss from continuing operations before income taxes	\$ (123)	\$ (436)	\$ (559)	\$ 134		\$ (425)
Provision for income taxes on continuing operations	187	(101)	86	30	(h)	116
Loss from continuing operations, net of tax	\$ (310)	\$ (335)	\$ (645)	\$ 104		\$ (541)
Net income from continuing operations attributable to noncontrolling interests	18	(12)	6	—		6
Net loss from continuing operations attributable to DuPont common stockholders	\$ (328)	\$ (323)	\$ (651)	\$ 104		\$ (547)

*See accompanying Notes to the Unaudited Pro Forma Combined Financial Statements.*

**DuPont de Nemours, Inc.**  
**Unaudited Pro Forma Combined Statement of Operations**  
**for the Year Ended December 31, 2024**

	DuPont	Intended Electronics Separation	DuPont Adjusted	Transactions Pro Forma Adjustments		DuPont Pro Forma
<i>(in millions)</i>	As Reported	Note 1	(subtotal)	Note 2		(total)
Net sales	\$ 12,386	\$ (4,335)	\$ 8,051	\$ —		\$ 8,051
Cost of sales	7,879	(2,324)	5,555	(15)	(e)	5,540
Research and development expenses	531	(297)	234	(19)	(e)	215
Selling, general and administrative expenses	1,552	(505)	1,047	(59)	(e)	988
Amortization of intangibles	595	(232)	363	—		363
Restructuring and asset related charges – net	87	(9)	78	—		78
Acquisition, integration and separation costs	168	(78)	90	26	(f)	116
Equity in earnings of nonconsolidated affiliates	60	(37)	23	—		23
Sundry income (expense) – net	(76)	(31)	(107)	(98)	(a) (g)	(205)
Interest expense	366	—	366	(175)	(g)	191
Income from continuing operations before income taxes	\$ 1,192	\$ (958)	\$ 234	\$ 144		\$ 378
Provision for income taxes on continuing operations	414	(181)	233	32	(h)	265
Income from continuing operations, net of tax	\$ 778	\$ (777)	\$ 1	\$ 112		\$ 113
Net income from continuing operations attributable to noncontrolling interests	35	(22)	13	—		13
Net income from continuing operations available for DuPont common stockholders	\$ 743	\$ (755)	\$ (12)	\$ 112		\$ 100

*See accompanying Notes to the Unaudited Pro Forma Combined Financial Statements.*

## **NOTES TO THE UNAUDITED PRO FORMA COMBINED FINANCIAL STATEMENTS**

### **NOTE 1 - INTENDED ELECTRONICS SEPARATION**

The Intended Electronics Separation adjustments reflect DuPont's current best estimate of the operations, assets, liabilities, and equity of the Electronics business that will qualify as discontinued operations in accordance with the guidance set forth in ASC 205, Presentation of Financial Statements. These amounts are considered preliminary and as such, actual amounts could differ from these estimates. ASC 205 does not allow general corporate overhead expenses to be allocated to discontinued operations. As a result, these amounts differ from the results of the Electronics business on a management reporting and external reporting basis.

### **NOTE 2 – TRANSACTION PRO FORMA ADJUSTMENTS**

The unaudited pro forma Condensed Combined Balance Sheet as of June 30, 2025 and the unaudited pro forma Combined Statements of Operations for the six months ended June 30, 2025 and for the year ended December 31, 2024 reflect the following pro forma adjustments discussed below.

- (a) Reflects in "Cash and cash equivalents" the receipt of (i) the Qnity Cash Distribution to DuPont of approximately \$4,122 million, inclusive of \$22 million of costs related to Qnity's notes issuance on August 15, 2025, plus the pre-funded interest on the Qnity notes through March 31, 2026 of \$66 million (and any investment returns on any amounts held in escrow in respect of the Qnity notes issuance, estimated at \$16 million of interest income); plus (ii) \$510 million of additional expected short-term funding by DuPont and offset by (A) \$2,240 million, inclusive of \$80 million of redemption costs, associated with the Exchange Offers, specifically the Special Mandatory Redemption Event, (B) \$1,850 million anticipated normal course payment of the 2025 Notes on or prior to its maturity date of November 15, 2025, (C) \$661 million of cash expected to be held by Qnity at the time of the Intended Electronics Separation, inclusive of \$58 million reflected in the Intended Electronics Separation and shown net of expected Qnity related debt costs estimated to be \$89 million related to the Qnity notes issuance, Qnity's establishment of a \$2,350 million senior secured term loan facility and Qnity's establishment of a 5-year revolving credit facility to be completed on or after October 31, 2025 and, inclusive of the \$22 million discussed above, (D) \$113 million related to the termination of the interest rate swaps due in 2038 and 2048 and the partial termination of the interest rate swaps due in 2032 and (E) \$40 million of fees associated with the Exchange Offers.

The unaudited pro forma Condensed Combined Balance Sheet includes adjustments to short-term debt of \$1,849 million, net of issuance costs, for the anticipated normal course payment of the 2025 Notes on or prior to its maturity date of November 15, 2025, offset by \$510 million of additional expected short-term funding, such as commercial paper.

The unaudited pro forma Condensed Combined Balance Sheet also includes adjustments of \$2,135 million to long-term debt reflecting \$2,160 million associated with the Exchange Offers, specifically the Special Mandatory Redemption Event, and anticipated debt issuance costs related to the Exchange Offers of \$14 million, offset by acceleration of exchange issuance costs and historical debt discount and issuance costs of \$39 million associated with the Special Mandatory Redemption Event.

We expect to capitalize the \$14 million of issuance costs associated with the Exchange Offers, of which \$2 million is reflected in "Prepaid expenses and other current assets" and \$12 million is reflected in "Deferred charges and other assets" on the unaudited pro forma Condensed Combined Balance Sheet and will be amortized over the remaining life of the notes.

The unaudited pro forma Condensed Combined Balance Sheet also includes adjustments to reduce “Accrued and other current liabilities” and “Other noncurrent obligations” by \$91 million and \$22 million, respectively, for the termination of the interest rate swaps due in 2038 and 2048 and the expected partial termination of the interest rate swaps due in 2032. The related tax impact of \$13 million is reflected in “Accounts and notes receivable - net” and “Deferred income tax liabilities”.

The unaudited pro forma Combined Statement of Operations for the year ended December 31, 2024 include adjustments of \$80 million for the redemption costs associated with the Exchange Offers and \$39 million for the acceleration of exchange issuance costs and historical debt discount and issuance costs reflected in “Sundry income (expense), net”.

The unaudited pro forma Combined Statements of Operations for the twelve months ended December 31, 2024 reflects an increase to “Sundry income (expense), net” of \$16 million for interest income earned associated with any amounts held in escrow in respect of the Qnity notes issuance discussed above.

Ultimately, the amount of cash and cash equivalents after giving effect to the Transactions will depend upon each of Qnity’s and DuPont’s cash flow prior to the Intended Electronics Separation and any adjustments to effect the desired capital structure and capital allocation strategy of each of DuPont and Qnity.

- (b) Reflects \$179 million of indemnification assets related to the liabilities contractually allocated to Qnity based on the Applicable Qnity Percentage, including certain legacy and other liabilities (including Legacy Liabilities (as defined in the Corteva Letter Agreement), and other legacy PFAS liabilities and other liabilities related to DuPont’s discontinued and divested operations and businesses not covered by the Corteva Letter Agreement); and \$2 million of liabilities otherwise conveyed to Qnity under the Separation Agreement.

Assuming the distribution had occurred on July 1, 2025, based on the Agreement Pro Forma Operating EBITDA attributable to the Electronics business and assets for the twelve-month period ended June 30, 2025, the Applicable Qnity Percentage would be 44%. This illustrative percentage value used for purposes of these pro forma Combined Financial Statements is subject to change based on the relationship of the Pro Forma Operating EBITDA attributable to the Electronics business and assets relative to that of DuPont (as a whole), in each case prior to the distribution. The exact calculation will not be determinable until after the distribution and will depend on many factors including the relative performance of the Electronics business and the performance of DuPont as measured immediately prior to the distribution and whether either Qnity or DuPont undertake strategic initiatives prior to the distribution. We intend to publicly disclose the actual numeric value of the Applicable Qnity Percentage and the Applicable DuPont Percentage once determined after the distribution.

In connection with the foregoing, within the unaudited pro forma Condensed Combined Balance Sheet, \$58 million and \$121 million are included in “Accounts and notes receivable - net” and “Deferred charges and other assets”, respectively, and \$2 million is reflected in “Other noncurrent obligations”.

- (c) Reflects adjustment to income tax balances that are expected to be transferred to Qnity in connection with the consummation of the Intended Electronics Separation. The Tax Matters Agreement is expected to require certain payments between Qnity and DuPont for pre-separation tax liabilities and receivables. Accordingly, receivables of \$56 million and \$177 million have been recorded within “Accounts and notes receivable - net” and “Deferred charges and other assets”, respectively, as well as payables of \$183 million and \$81 million have been recorded within “Accrued and other current liabilities” and “Other noncurrent obligations”, respectively. These adjustments are based on the Applicable Qnity Percentage and may vary from the current expectation.
- (d) Reflects the portion of leases to be allocated to Qnity. Included in the unaudited pro forma Condensed Combined Balance Sheet, adjustments to “Deferred charges and other assets” of \$9 million, “Accrued and other current liabilities” of \$3 million and “Other noncurrent obligations” of \$6 million.



- (e) Reflects income from certain services associated with transaction agreements we intend to enter into with Qnity, including the Transitional Services Agreements, certain product service agreements, contract manufacturing agreements and site services agreements. Included in the unaudited pro forma Combined Statement of Operations for the six months ended June 30, 2025 are adjustments to “Cost of Sales” of \$6 million, “Research and development expenses” of \$10 million and “Selling, general and administrative expenses” of \$30 million. Included in the unaudited pro forma Combined Statement of Operations for the year ended December 31, 2024 are adjustments to “Cost of Sales” of \$15 million, “Research and development expenses” of \$19 million and “Selling, general and administrative expenses” of \$59 million.
- (f) Reflects \$26 million of debt issuance costs associated with the Exchange Offers within the unaudited pro forma Combined Statements of Operations for the year ended December 31, 2024.
- (g) Pro forma Combined Statements of Operations reflect a reduction to “Interest expense” of \$85 million for the six months ended June 30, 2025 and \$170 million for the year ended December 31, 2024 related to the anticipated Special Mandatory Redemption Event of the New Notes and the anticipated normal course payment of the 2025 Notes on or prior to its maturity date of November 15, 2025, offset by the impact of expected short-term funding. Currently, the New Notes are estimated to have a weighted average interest rate of approximately 5.11%, excluding interest on commercial paper.

Included in the unaudited pro forma Combined Statement of Operations for the year ended December 31, 2024 are adjustments to reflect a reduction to “Interest expense” of \$5 million and a \$5 million benefit to “Sundry income (expense) - net” related to the expected partial termination of the interest rate swaps due in 2032. Pro forma Combined Statements of Operations for the six months ended June 30, 2025 reflect a \$3 million benefit related to the expected partial termination of the interest rate swaps due in 2032.
- (h) Reflects the income tax impact of the transaction pro forma adjustments at the applicable statutory income tax rates or a blended rate of approximately 22.5%, where applicable.

## DESCRIPTION OF THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS

### The Exchange Offers

DuPont is offering Eligible Holders of each series of Existing Notes the opportunity to exchange any and all of their Existing Notes for New Notes, in each case upon the terms and subject to the conditions set forth in this offering memorandum and consent solicitation statement. For each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn at or prior to the Early Participation Date, Eligible Holders will be eligible to receive the Early Participation Payment. In addition, for each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn prior to the Expiration Date, Eligible Holders will be eligible to receive the Exchange Consideration. The total consideration, consisting of (a) the Exchange Consideration plus (b) the Early Participation Payment, is herein referred to as the Total Consideration.

To be eligible to receive the Early Participation Payment, Eligible Holders must have validly tendered and not withdrawn their Existing Notes at or prior to the Early Participation Date. Properly tendered Existing Notes may not be withdrawn subsequent to the Withdrawal Deadline, subject to limited exceptions. See “—Early Participation Payment”, “—Exchange Consideration” and “—Total Consideration” below.

No accrued and unpaid interest is payable upon acceptance of any Existing Notes for exchange in the Exchange Offers and Consent Solicitations. The first interest payment on any New Notes will include the accrued and unpaid interest on the Existing Notes tendered in exchange therefor so that a tendering Eligible Holder will receive the same interest payment it would have received had its Existing Notes not been tendered in the Exchange Offers and Consent Solicitations.

The Existing Notes may be tendered and consents may be delivered only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Eligible Holders who do not tender all of their Existing Notes should ensure that they retain a principal amount of Existing Notes amounting to at least the authorized minimum denomination of their Existing Notes and integral multiples of \$1,000 in excess thereof.

The New Notes will only be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. No tender of Existing Notes will be accepted if it results in the issuance of less than \$2,000 principal amount of New Notes. If, pursuant to an Exchange Offer, a tendering Eligible Holder would otherwise be entitled to receive a principal amount of New Notes of the applicable series that is not equal to \$2,000 or an integral multiple of \$1,000 in excess thereof, such principal amount will be rounded down to the nearest \$2,000 or integral multiple of \$1,000 in excess thereof, and such Eligible Holder will receive the rounded principal amount of New Notes of such series plus cash equal to the principal amount of, and accrued and unpaid interest, if any, on, the New Notes of such series not received as a result of rounding down.

The interest rate, interest payment dates, maturity date and optional redemption provisions of each series of New Notes to be issued by DuPont in the Exchange Offers will be the same as those of the corresponding series of Existing Notes to be exchanged; *provided* that the methodology for calculating any make-whole redemption price for the New Notes will reflect the SIFMA model provisions. See “Description of the New Notes” for a description of the terms of the New Notes. The New Notes received in exchange for the tendered Existing Notes will accrue interest from (and including) the most recent date on which interest has been paid on the corresponding series of Existing Notes accepted in the Exchange Offers and the Consent Solicitations.

Each series of New Notes is a new series of debt securities that will be issued under the Base Indenture, as heretofore supplemented and amended, and as supplemented by one or more supplemental indentures relating to the New Notes (the Base Indenture, as so supplemented, the “New Indenture”). The terms of the New Notes will include those expressly set forth in such New Notes and the New Indenture and those made part of the New Indenture by reference to the Trust Indenture Act.

### The Consent Solicitations

Concurrently with the Exchange Offers, upon the terms and subject to the conditions set forth in this offering memorandum and consent solicitation statement, DuPont is soliciting consents from the Eligible Holders of each series

of Existing Notes to amendments the corresponding Existing Indenture and the related Existing Notes for that series, which amendments would eliminate substantially all of the restrictive covenants in such Existing Indenture with respect to the Existing Notes. The Proposed Amendments are described in more detail under “The Proposed Amendments”.

The Proposed Amendments with respect to each series of the Existing Notes under the Existing Indenture require the consent of the holders of not less than a majority in principal amount of the Existing Notes of each affected series then outstanding under the Existing Indenture, with each series voting as a separate class.

If the Proposed Amendments are adopted with respect to a particular series of Existing Notes under the Existing Indenture, they will be binding on all holders of such series of Existing Notes issued thereunder, including those who do not deliver their consent to the Proposed Amendments and do not tender their Existing Notes in the applicable Exchange Offer. If for any reason the required consents with respect to a particular series of Existing Notes under the Existing Indenture are not obtained, the Proposed Amendments to such particular series of Existing Notes under the applicable Existing Indenture will not become operative and such series of Existing Notes issued thereunder will be subject to the same terms and conditions as existed before the Exchange Offers and the Consent Solicitations were made. DuPont may complete any Exchange Offer even if valid consents sufficient to effect the Proposed Amendments to the Existing Indenture with respect to a series of the Existing Notes are not received.

Eligible Holders may not deliver a consent in the Consent Solicitation without tendering Existing Notes of the applicable series in the applicable Exchange Offer. If an Eligible Holder tenders Existing Notes in an Exchange Offer, such Eligible Holder will be deemed to deliver its consent, with respect to the principal amount of such tendered Existing Notes, to the Proposed Amendments. Existing Notes may not be withdrawn from the Exchange Offers and the related consents may not be revoked from the Consent Solicitations after the Withdrawal Deadline, subject to limited exceptions.

## Consideration

For each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn at or prior to the Early Participation Date, Eligible Holders will be eligible to receive the Early Participation Payment. Properly tendered Existing Notes may not be withdrawn subsequent to the Withdrawal Deadline, subject to limited exceptions. DuPont may extend the Early Participation Date or the Expiration Date without extending the Withdrawal Deadline, unless otherwise required by law. For each \$1,000 principal amount of Existing Notes validly tendered after the Early Participation Date but prior to the Expiration Date, Eligible Holders will be eligible to receive only the Exchange Consideration set out in the table below, which does not include the Early Participation Payment.

The following table sets forth the Exchange Consideration, Early Participation Payment and Total Consideration for Existing Notes for which the New Notes are being offered:

<b>Title of Series of Notes</b>	<b>CUSIP / ISIN No.</b>	<b>Maturity Date</b>	<b>Principal Amount Outstanding</b>	<b>Exchange Consideration<sup>(1)</sup></b>	<b>Early Participation Payment<sup>(1)</sup></b>	<b>Total Consideration<sup>(1)(2)</sup></b>
4.725% Notes due 2028	26078J AD2 / US26078JAD28	11/15/2028	\$2,250,000,000	\$950 principal amount of New 4.725% Notes due 2028	\$50 principal amount of New 4.725% Notes due 2028 and \$2.50 in cash	\$1,000 principal amount of New 4.725% Notes due 2028 and \$2.50 in cash
5.319% Notes due 2038	26078J AE0 / US26078JAE01	11/15/2038	\$1,000,000,000	\$950 principal amount of New 5.319% Notes due 2038	\$50 principal amount of New 5.319% Notes due 2038 and \$2.50 in cash	\$1,000 principal amount of New 5.319% Notes due 2038 and \$2.50 in cash
5.419% Notes due 2048	26078J AF7 / US26078JAF75	11/15/2048	\$2,150,000,000	\$950 principal amount of New 5.419% Notes due 2048	\$50 principal amount of New 5.419% Notes due 2048 and \$2.50 in cash	\$1,000 principal amount of New 5.419% Notes due 2048 and \$2.50 in cash

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- (1) For each \$1,000 principal amount of Existing Notes accepted for exchange.
  - (2) Includes Early Participation Payment.

### **Exchange Consideration**

The Exchange Consideration for each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn at or prior to Expiration Date will equal \$950 principal amount of the New Notes of the applicable series.

### **Early Participation Payment**

For each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn at or before the Early Participation Date, Eligible Holders will be eligible to receive an Early Participation Payment equal to \$50 principal amount of New Notes of the applicable series and \$2.50 in cash.

### **Total Consideration**

The Total Consideration for each \$1,000 principal amount of Existing Notes validly tendered and not properly withdrawn will equal (a) \$950 principal amount of New Notes of the applicable series issued as Exchange Consideration plus (b) the Early Participation Payment.

To be eligible to receive the Total Consideration, Eligible Holders must have validly tendered and not withdrawn their Existing Notes at or prior to the Early Participation Date. Properly tendered Existing Notes may not be withdrawn subsequent to the Withdrawal Deadline, subject to limited exceptions.

### **Early Participation Date; Expiration Date; Extensions; Amendments; Termination**

The Early Participation Date is 5:00 p.m., New York City time, on September 15, 2025 subject to DuPont's right to extend that time and date in DuPont's sole discretion (which right is subject to applicable law), in which case the Early Participation Date means the latest time and date to which the Early Participation Date is extended for an Exchange Offer and Consent Solicitation. The Expiration Date is 5:00 p.m., New York City time, on September 30, 2025, subject to DuPont's right to extend that time and date in DuPont's sole discretion (which right is subject to applicable law), in which case the Expiration Date means the latest time and date to which an Exchange Offer and Consent Solicitation is extended. To extend the Expiration Date, DuPont will notify the Exchange Agent and will make a public announcement by 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. The public announcement will include the approximate principal amount of the Existing Notes that had been validly tendered and not properly withdrawn as of the previously scheduled Expiration Date. During any extension of the Early Participation Date or the Expiration Date, all Existing Notes previously tendered in an extended Exchange Offer will remain subject to such Exchange Offer and may be accepted for exchange by DuPont. Should DuPont waive any conditions to the Exchange Offers and Consent Solicitations, DuPont does not intend to extend the Withdrawal Deadline unless required by law.

Subject to applicable law, DuPont expressly reserves the right with respect to any of the Exchange Offers to:

- delay accepting any Existing Notes, to extend the Exchange Offer or to terminate the Exchange Offer and not accept any Existing Notes;
- extend the Early Participation Date or Expiration Date without extending the Withdrawal Deadline;
- terminate any Exchange Offer and return all tendered Existing Notes to the respective tendering holders; and
- amend, modify or waive in part or whole, at any time, or from time to time, the terms of any Exchange Offer or Consent Solicitation in any respect, including waiving of any conditions to the consummation of any Exchange Offer or Consent Solicitation.

Any such delay, extension, termination, amendment, modification or waiver with respect to any or all of the Exchange Offers by DuPont will automatically delay, extend, terminate, amend, modify or waive conditions precedent to the corresponding Consent Solicitation, as applicable.

If DuPont exercises any such right, it will give written notice thereof to the Exchange Agent and will make a public announcement thereof as promptly as practicable. Without limiting the manner in which DuPont may choose to make a public announcement of any extension, amendment or termination of any or all of the Exchange Offers and Consent Solicitations, DuPont will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release. The minimum period during which any of the Exchange Offers and Consent Solicitations will remain open following material changes in the terms of such Exchange Offer and Consent Solicitation or in the information concerning such Exchange Offer and Consent Solicitation will depend upon the facts and circumstances of such change, including the relative materiality of the changes. In accordance with Rule 14e-1 under the Exchange Act, if DuPont elects to change the consideration offered or the percentage of Existing Notes sought (subject to a two percent de minimis exception), the applicable Exchange Offer and Consent Solicitation will remain open for a minimum ten business-day period following the date that the notice of such change is first published or sent to Eligible Holders. If the terms of an Exchange Offer and Consent Solicitation are amended in a manner determined by DuPont to constitute a material change adversely affecting any Eligible Holder, DuPont will promptly disclose any such amendment in a manner reasonably calculated to inform Eligible Holders of such amendment, and DuPont will extend such Exchange Offer and Consent Solicitation for a time period that it deems appropriate, depending upon the significance of the amendment, if such Exchange Offer and Consent Solicitation would otherwise expire during such time period.

#### **Settlement Date**

The Settlement Date for each Exchange Offer and Consent Solicitation is expected to be promptly following the Expiration Date for such Exchange Offer and Consent Solicitation. DuPont will not be obligated to deliver New Notes or pay any cash amounts (including the Early Participation Payment) unless the applicable Exchange Offer and Consent Solicitation is consummated.

#### **Holders Eligible to Participate in the Exchange Offers and Consent Solicitations**

DuPont will conduct the Exchange Offers in accordance with the applicable requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC thereunder. Prior to the distribution of this offering memorandum and consent solicitation statement, DuPont distributed to certain holders of Existing Notes a letter requesting a certification that each such holder is either (a) a QIB as defined in Rule 144A or (b) a person that is outside the United States and that is (i) not a “U.S. person” within the meaning of Regulation S and (ii) a “non-U.S. qualified offeree” (as defined in “Transfer Restrictions”).

***Only holders of Existing Notes who have properly completed and returned the eligibility certification, which is available from the Information Agent, are authorized to receive and review this offering memorandum and consent solicitation statement and to participate in the Exchange Offers and Consent Solicitations.***

The ability of an Eligible Holder to participate in the Exchange Offers and the Consent Solicitations may also be limited as set forth under “Transfer Restrictions” with respect to Eligible Holders outside the United States.

#### **Conditions to the Exchange Offers and Consent Solicitations**

Notwithstanding any other provisions of the Exchange Offers and Consent Solicitations, or any extension of the Exchange Offers and Consent Solicitations, but subject to applicable law, (1) DuPont will not be required to accept any Existing Notes, issue New Notes or pay any cash amounts (including the Early Participation Payment) and may, with respect to any or all of the Exchange Offers, terminate the Exchange Offers, or, at DuPont’s option, modify, extend or otherwise amend any or all of the Exchange Offers, and (2) DuPont will not be required to enter into any amendment to any Existing Indenture, in each case, if any of the following conditions have not been satisfied or waived at or prior to the Expiration Date:

- the completion of each Exchange Offer is conditioned upon at least 50.1% of the outstanding aggregate principal amount of the applicable series of Existing Notes being validly tendered;

- no action or event shall have occurred, been threatened, or may occur, and no statute, rule, regulation, judgment, order, stay, decree or injunction shall have been issued, promulgated, enacted, entered, enforced or deemed to be applicable to the Exchange Offers, the exchange of Existing Notes for New Notes under the Exchange Offers, the Consent Solicitations or the Intended Electronics Separation by or before any court or governmental, regulatory or administrative agency, authority, instrumentality or tribunal, including, without limitation, taxing authorities, that either:
  - challenges the making of an Exchange Offer, the exchange of Existing Notes for New Notes under an Exchange Offer or Consent Solicitation or might, directly or indirectly, be expected to prohibit, prevent, restrict or delay consummation of, or might otherwise adversely affect in any manner, the Exchange Offers, the exchange of Existing Notes for New Notes under the Exchange Offers, the Consent Solicitations or the Intended Electronics Separation; or
  - in DuPont's reasonable judgment, could materially adversely affect DuPont's subsidiaries' business, condition (financial or otherwise), income, operations, properties, assets, liabilities or prospects or impair the contemplated benefits to DuPont of the Exchange Offers, the exchange of Existing Notes for New Notes under the Exchange Offers, the Consent Solicitations or the Intended Electronics Separation;
- at any time prior to the anticipated consummation of the Exchange Offers and Consent Solicitations, DuPont has not determined, in its reasonable judgement, that the consummation of the Exchange Offers and Consent Solicitations or the Intended Electronics Separation is reasonably likely to result in DuPont recognizing any adverse tax consequences (other than a *de minimis* one), including as a result of the recognition of cancellation of indebtedness income for U.S. federal income tax purposes;
- there shall not have occurred (a) any general suspension of or limitation on trading in securities in the United States securities or financial markets, whether or not mandatory, (b) any material adverse change in the price of the Existing Notes, (c) a material impairment in the general trading market for debt securities in the United States, (d) a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in the United States, whether or not mandatory, (e) a material escalation or commencement of a war, armed hostilities, a terrorist act or other national or international calamity directly or indirectly relating to the United States, if the effect of any such event, in DuPont's reasonable judgment, makes it impracticable or inadvisable to proceed with the Exchange Offers or Consent Solicitations, (f) any limitation, whether or not mandatory, by any governmental authority on, or other event in DuPont's reasonable judgment, having a reasonable likelihood of affecting, the extension of credit by banks or other lending institutions in the United States, (g) any material adverse change in the securities or financial markets in the United States generally or (h) in the case of any of the foregoing existing at the time of the commencement of the Exchange Offers or Consent Solicitations, a material acceleration or worsening thereof;
- the Trustee, with respect to the Existing Indenture, shall not have been directed by any holders of Existing Notes to object in any respect to, or take any action that could, in DuPont's reasonable judgment, adversely affect the consummation of the Exchange Offers or the exchange of Existing Notes for New Notes under the Exchange Offers or the ability to effect the Proposed Amendments, nor shall the Trustee have taken any action that challenges the validity or effectiveness of the procedures used by DuPont in making the Exchange Offers, the exchange of Existing Notes for New Notes under the Exchange Offers or the Consent Solicitations; or
- DuPont and the Trustee shall have executed and delivered one or more supplemental indentures relating to the Proposed Amendments and not objected in any respect to, or taken any action that could in DuPont's reasonable judgment adversely affect the Consent Solicitations or DuPont's ability to effect the Proposed Amendments, nor shall any such trustee have taken any action that challenges the validity or effectiveness of the procedures used to solicit consents (including the form thereof).

The Intended Electronics Separation is not conditioned upon the completion of any of the Exchange Offers or Consent Solicitations, and none of the Exchange Offers or Consent Solicitations are conditioned upon the

completion of the Intended Electronics Separation. None of the Exchange Offers or Consent Solicitations is subject to a financing condition.

The foregoing conditions are for the benefit of DuPont and, may be waived by DuPont, in whole or in part, in its sole discretion (other than because of any action or inaction by DuPont or its affiliates), subject to applicable law, prior to the Expiration Date. Any determination made by DuPont concerning an event, development or circumstance described or referred to above will be conclusive and binding, subject to an Eligible Holder's right to challenge DuPont's determination in a court of competent jurisdiction.

If any of the foregoing conditions are not satisfied, DuPont may, with respect to any or all of the Exchange Offers, at any time prior to, or on, as applicable, the Expiration Date:

- terminate the Exchange Offer and return all tendered Existing Notes to the respective tendering holders;
- modify, extend or otherwise amend the Exchange Offer and retain all tendered Existing Notes until the Expiration Date, as extended, subject, however, to any withdrawal rights of holders; or
- waive the unsatisfied conditions with respect to the Exchange Offers and accept all Existing Notes tendered and not previously withdrawn.

The Exchange Offers and Consent Solicitations are independent of each other, and DuPont may complete any one or more of the Exchange Offers or Consent Solicitations without completing any of the other Exchange Offers or Consent Solicitations. DuPont may amend the terms of any Exchange Offer or Consent Solicitation without amending the terms of any other Exchange Offer or Consent Solicitation, respectively. Any amendment of the terms of an Exchange Offer by DuPont will automatically amend such terms with respect to the corresponding Consent Solicitation, as applicable. DuPont may complete any Exchange Offer even if valid consents sufficient to effect the Proposed Amendments to the corresponding Existing Indenture with respect to a series of the Existing Notes are not received. In the event DuPont waives any condition precedent of the Exchange Offers and Consent Solicitations, DuPont does not intend to extend the Early Participation Date or Withdrawal Deadline unless required by law.

#### **Treatment of Existing Notes Not Tendered in the Exchange Offers and Consent Solicitations**

Existing Notes of any series that are not validly tendered or that are validly tendered but not accepted will remain outstanding and will continue to be subject to their existing terms immediately following the completion of the corresponding Exchange Offer. However, if the Consent Solicitation with respect to a particular series of Existing Notes issued under the Existing Indenture is consummated and the Proposed Amendments are adopted, the amendments will apply to such series of Existing Notes issued under such Existing Indenture not acquired in the applicable Exchange Offer and Consent Solicitation. From time to time after the Expiration Date, DuPont or its affiliates may acquire any Existing Notes of any series that are not validly tendered and accepted in the corresponding Exchange Offer and Consent Solicitation through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemption or otherwise, upon such terms and at such prices as DuPont may determine (or as may be provided for in the Existing Indenture governing the applicable series of Existing Notes), which with respect to the applicable series of Existing Notes may be more or less than the consideration to be received by participating Eligible Holders in the Exchange Offers and Consent Solicitations and, in any case, could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives or combinations thereof DuPont or its affiliates may choose to pursue in the future. See "Risk Factors".

#### **Effect of Tender**

Any tender of an Existing Note by an Eligible Holder that is not properly withdrawn prior to the Withdrawal Deadline will constitute a binding agreement between that holder and DuPont and a consent to the Proposed Amendments, upon the terms and subject to the conditions of the relevant Exchange Offer and Consent Solicitation and, for the Existing Notes. The acceptance of the Exchange Offers by a tendering holder of Existing Notes will constitute the agreement by that holder to deliver good and marketable title to the tendered Existing Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind.

If the Proposed Amendments are adopted with respect to a particular series of Existing Notes under the Existing Indenture they will be binding on all holders of such series of Existing Notes issued thereunder, including those who do not deliver their consent to the Proposed Amendments and do not tender their Existing Notes in the applicable Exchange Offer. Thereafter, all such Existing Notes will be governed by the Existing Indenture as amended by the Proposed Amendments, which will afford reduced protections to the holders of those securities compared to those currently in the Existing Indenture with respect to such series of Existing Notes. See “Risk Factors—Risks Relating to the Exchange Offers and Consent Solicitations—The Proposed Amendments to the Existing Indenture will afford reduced protection to remaining holders of Existing Notes”.

### **Absence of Appraisal and Dissenters’ Rights**

Holders of the Existing Notes do not have any appraisal or dissenters’ rights under New York law, the law governing the Existing Indenture and the Existing Notes, or under the terms of the Existing Indenture in connection with the Exchange Offers and Consent Solicitations.

### **Acceptance of Existing Notes for Exchange and Delivery of New Notes**

On the Settlement Date for each Exchange Offer, the New Notes to be issued in exchange for the applicable Existing Notes tendered and accepted in the Exchange Offers and Consent Solicitations will be delivered in book-entry form, and payment of any cash amounts will be made by deposit of funds with DTC, Euroclear or Clearstream, as applicable, which will transmit those payments to tendering holders.

DuPont will be deemed to accept Existing Notes that have been validly tendered by Eligible Holders and that have not been properly withdrawn as provided in this offering memorandum and consent solicitation statement when, and if, DuPont gives oral or written notice of acceptance to the Exchange Agent. Following receipt of that notice by the Exchange Agent and subject to the terms and conditions of the Exchange Offers and Consent Solicitations, delivery of the New Notes and any cash amounts will be made by the Exchange Agent on the Settlement Date. The Exchange Agent will act as agent for tendering holders of Existing Notes for the purpose of receiving Existing Notes and transmitting New Notes and cash as of the Settlement Date. If any tendered Existing Notes are not accepted for any reason described in the terms and conditions of the Exchange Offers and Consent Solicitations, such unaccepted Existing Notes will be returned without expense to the tendering holders promptly after the expiration or termination of the Exchange Offers and Consent Solicitations, and no consent to the Proposed Amendments will be deemed to be given with respect to such unaccepted Existing Notes.

If, for any reason, acceptance for exchange of tendered Existing Notes, or issuance of New Notes in exchange for validly tendered Existing Notes, pursuant to the applicable Exchange Offer, is delayed, or DuPont is unable to accept tendered Existing Notes for exchange or to issue New Notes in exchange for validly tendered Existing Notes pursuant to the Exchange Offers, then the Exchange Agent may, nevertheless, on behalf of DuPont, retain the tendered Existing Notes, without prejudice to the rights of DuPont described under “—Early Participation Date; Expiration Date; Extensions; Amendments; Termination”, and “—Conditions to the Exchange Offers and Consent Solicitations” above and “—Withdrawal of Tenders” below (but subject to Rule 14e-1 under the Exchange Act, which requires that DuPont pay the consideration offered or return the Existing Notes tendered promptly after the termination or withdrawal of any Exchange Offer), and the tendered Existing Notes may not be withdrawn.

Under no circumstances will any interest be payable because of any delay by the Exchange Agent or DTC in the transmission of funds to the holders of accepted Existing Notes or otherwise.

### **Procedures for Tendering Existing Notes**

If you wish to participate in the Exchange Offers and Consent Solicitations and your Existing Notes are held by a custodial entity such as a commercial bank, broker, dealer, trust company or other nominee, you must instruct that custodial entity to tender your Existing Notes on your behalf pursuant to the procedures of that custodial entity. Please ensure you contact your custodial entity as soon as possible to give them sufficient time to meet your requested deadline. Beneficial owners are urged to appropriately instruct their commercial bank, broker, dealer, trust company or other nominee at least five business days prior to the Early Participation Date or the Expiration Date, as applicable, in order to allow adequate processing time for their instruction.



If you hold Existing Notes and wish to participate in the Exchange Offers and Consent Solicitations, you must comply with the ATOP procedures for book-entry transfer described below prior to the Expiration Date or, in order to receive the Early Participation Payment, at or prior to the Early Participation Date.

The Exchange Agent and DTC have confirmed that the Exchange Offers and Consent Solicitations are eligible for ATOP with respect to book-entry notes held through DTC. An agent's message must be transmitted to and received by the Exchange Agent prior to the Expiration Date or, in order to receive the Early Participation Payment, at or prior to the Early Participation Date. Existing Notes will not be deemed to have been tendered until an agent's message is received by the Exchange Agent. There are no guaranteed delivery procedures applicable to the Exchange Offers and Consent Solicitations under the terms of this offering memorandum and consent solicitation statement or other materials provided herewith.

The method of delivery of Existing Notes, and all other required documents to the Exchange Agent is at the election and risk of the Eligible Holder. Eligible Holders should use an overnight or hand delivery service, properly insured. In all cases, sufficient time should be allowed to assure delivery to and receipt by the Exchange Agent prior to the Expiration Date or, in order to receive the Early Participation Payment, on or prior to the Early Participation Date.

***Book-Entry Delivery Procedures for Tendering Existing Notes Held with DTC***

If you wish to tender Existing Notes held on your behalf by a nominee with DTC, you must:

- inform your nominee of your interest in tendering your Existing Notes pursuant to the Exchange Offers and Consent Solicitations; and
- instruct your nominee to tender all Existing Notes you wish to be tendered in the Exchange Offers and Consent Solicitations into the Exchange Agent's account at DTC prior to the Expiration Date or, in order to receive the Early Participation Payment, at or prior to the Early Participation Date.

Any financial institution that is a nominee of DTC, including Euroclear and Clearstream, must tender Existing Notes by effecting a book-entry transfer of Existing Notes to be tendered in the Exchange Offers and Consent Solicitations into the account of the Exchange Agent at DTC by electronically transmitting its acceptance of the Exchange Offers and Consent Solicitations through the ATOP procedures for transfer. DTC will then verify the acceptance, execute a book-entry delivery to the Exchange Agent's account at DTC and send an agent's message to the Exchange Agent. An "agent's message" is a message, transmitted by DTC to, and received by, the Exchange Agent and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgement from an organization that participates in DTC (a "participant") tendering Existing Notes. There is no letter of transmittal in connection with the Exchange Offers and Consent Solicitations.

By tendering Existing Notes pursuant to an Exchange Offer and Consent Solicitation, an Eligible Holder, or the beneficial owner of Existing Notes on behalf of which the holder has tendered, will, subject to that holder's ability to withdraw its tender, and subject to the terms and conditions of the applicable Exchange Offer and Consent Solicitation generally, be deemed, among other things, to:

- irrevocably sell, assign and transfer to or upon DuPont's order or the order of DuPont's nominee all right, title and interest in and to, and any and all claims in respect of or arising or having arisen as a result of the holder's status as a holder of, all Existing Notes tendered thereby, such that thereafter the holder shall have no contractual or other rights or claims in law or equity against DuPont or any fiduciary, trustee, fiscal agent or other person connected with the Existing Notes arising under, from or in connection with those Existing Notes;
- consents to the adoption of the Proposed Amendments to the Existing Indenture, as described under "The Proposed Amendments";
- waive any and all rights with respect to the Existing Notes tendered thereby, including, without limitation, any existing or past defaults and their consequences in respect of those Existing Notes; and

- release and discharge DuPont and the Trustee from any and all claims that the holder may have, now or in the future, arising out of or related to the Existing Notes tendered thereby, including, without limitation, any claims that the holder is entitled to receive additional principal or interest payments with respect to the Existing Notes tendered thereby, other than accrued and unpaid interest on the Existing Notes or as otherwise expressly provided in this offering memorandum and consent solicitation statement, or to participate in any redemption or defeasance of the Existing Notes tendered thereby.

In addition, each holder of Existing Notes that tenders Existing Notes pursuant to an Exchange Offer and Consent Solicitation will be deemed to represent, warrant and agree that:

- it has received this offering memorandum and consent solicitation statement;
- it is the beneficial owner (as defined herein) of, or a duly authorized representative of one or more beneficial owners of, the Existing Notes tendered thereby;
- the Existing Notes being tendered thereby were owned as of the date of tender, free and clear of any liens, charges, claims, encumbrances, interests and restrictions of any kind, and DuPont will acquire good, indefeasible and unencumbered title to those Existing Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind, when DuPont accepts the same;
- it will not sell, pledge, hypothecate or otherwise encumber or transfer Existing Notes tendered thereby from the date of submission of the agent's message, and any purported sale, pledge, hypothecation or other encumbrance or transfer will be void and of no effect;
- (i) it is, or, in the event that it is acting on behalf of a beneficial owner of the Existing Notes tendered hereby, it has received a written certification from that beneficial owner, dated as of a specific date on or since the close of that beneficial owner's most recent fiscal year, to the effect that such beneficial owner is a QIB and is acquiring New Notes for its own account or for a discretionary account or accounts on behalf of one or more QIBs as to which it has been instructed or (ii) it is, or, in the event that it is acting on behalf of a beneficial owner of the Existing Notes tendered hereby, it has received a written certification from that beneficial owner, dated as of a specific date on or since the close of that beneficial owner's most recent fiscal year, to the effect that such beneficial owner is, a person that is outside the United States and that is (A) not a "U.S. person" within the meaning of Regulation S and (B) a "non-U.S. qualified offeree" (as defined in "Transfer Restrictions") and is acquiring New Notes for its own account or for a discretionary account or accounts on behalf of one or more persons who are outside the United States and that are (A) not "U.S. persons" within the meaning of Regulation S and (B) "non-U.S. qualified offerees", as to which it has been instructed;
- it is otherwise a person to whom it is lawful to make available this offering memorandum and consent solicitation statement or to make the Exchange Offers and Consent Solicitations in accordance with applicable laws (including the transfer restrictions set out in this offering memorandum and consent solicitation statement);
- it has had access to such financial and other information and has been afforded the opportunity to ask such questions of representatives of DuPont and receive answers thereto, as it deems necessary in connection with its decision to participate in the Exchange Offers and Consent Solicitations;
- it acknowledges that DuPont, the Dealer Managers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of the acknowledgements, representations and warranties made by its submission of an agent's message, are, at any time prior to the consummation of the applicable Exchange Offer and Consent Solicitation, no longer accurate, it shall promptly notify DuPont and the Dealer Managers. If it is acquiring the New Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgements, representations and agreements on behalf of such account;

- in evaluating the applicable Exchange Offer and Consent Solicitation and in making its decision whether to participate in the applicable Exchange Offer and Consent Solicitation by the tender of Existing Notes, it has made its own independent appraisal of the matters referred to in this offering memorandum and consent solicitation statement and in any related communications;
- the tender of Existing Notes shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions described or referred to in this offering memorandum and consent solicitation statement; and
- the submission of an agent's message to the Exchange Agent shall, subject to a holder's ability to withdraw its tender prior to the Withdrawal Deadline, as applicable, and subject to the terms and conditions of the applicable Exchange Offer and Consent Solicitation, constitute (1) the irrevocable appointment of the Exchange Agent as its true and lawful attorney and agent with respect to any tendered Existing Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest) to cause the Existing Notes tendered to be assigned, transferred and exchanged in the Exchange Offers and (2) an irrevocable instruction to that attorney and agent to complete and execute all or any forms of transfer and other documents at the discretion of that attorney and agent in relation to the Existing Notes tendered thereby in favor of DuPont or any other person or persons as DuPont may direct and to deliver those forms of transfer and other documents in the attorney's and agent's discretion and the certificates and other documents of title relating to the registration of Existing Notes and to execute all other documents and to do all other acts and things as may be in the opinion of that attorney or agent necessary or expedient for the purpose of, or in connection with, the acceptance of the applicable Exchange Offer and Consent Solicitation, including evidencing the consents to the Proposed Amendments, and to vest in DuPont or its nominees those Existing Notes.

Each holder of Existing Notes that tenders Existing Notes pursuant to an Exchange Offer and Consent Solicitation through ATOP will also be deemed to represent, warrant and agree to the terms described under "Transfer Restrictions".

**The representations, warranties and agreements of a holder tendering Existing Notes will be deemed to be repeated and reconfirmed on and as of the applicable Expiration Date and the applicable Settlement Date. For purposes of this offering memorandum and consent solicitation statement, the "beneficial owner" of any Existing Notes means any holder that exercises investment discretion with respect to those Existing Notes.**

### **Withdrawal of Tenders**

Tenders of Existing Notes may be properly withdrawn at any time at or prior to the Withdrawal Deadline, subject to limited exceptions. If, after the Withdrawal Deadline, DuPont is required by law to permit withdrawals, then previously tendered Existing Notes may be properly withdrawn within a reasonable period under the circumstances, after the date that notice of such additional withdrawal rights is first published or given or sent to Eligible Holders of the Existing Notes by DuPont. DuPont may extend the Early Participation Date or the Expiration Date without extending the Withdrawal Deadline, unless otherwise required by law. DuPont reserves the right to extend the Withdrawal Deadline with respect to an Exchange Offer without extending the Withdrawal Deadline for any other Exchange Offer.

Beneficial owners desiring to withdraw Existing Notes previously tendered through the ATOP procedures should contact the DTC participant through which they hold their Existing Notes. In order to withdraw Existing Notes previously tendered, a DTC participant may, prior to the Withdrawal Deadline, withdraw its instruction previously transmitted through ATOP by (1) withdrawing its acceptance through ATOP, or (2) delivering to the Exchange Agent by mail, hand delivery or facsimile transmission, notice of withdrawal of such instruction. The notice of withdrawal must contain the name and number of the DTC participant, the series of Existing Notes subject to the notice and the principal amount of each series of Existing Notes subject to the notice. Withdrawal of a prior instruction will be effective upon receipt of such notice of withdrawal by the Exchange Agent. All signatures on a notice of withdrawal must be guaranteed by an eligible guarantor institution, unless the Existing Notes have been tendered for the account of an eligible guarantor institution. A withdrawal of an instruction must be executed by a DTC participant in the same

manner as such DTC participant's name appears on its transmission through ATOP to which the withdrawal relates. A DTC participant may withdraw a tender only if the withdrawal complies with the provisions described in this section.

Withdrawal of tenders of Existing Notes may not be rescinded, and any Existing Notes properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Exchange Offers and Consent Solicitations.

### **Miscellaneous**

All questions as to the validity, form, eligibility, including time of receipt, and acceptance and withdrawal of tendered Existing Notes will be determined by DuPont in its absolute discretion, which determination will be final and binding, subject to an Eligible Holder's right to challenge DuPont's determination in a court of competent jurisdiction. DuPont reserves the absolute right to reject any and all tenders of Existing Notes not in proper form or any Existing Notes the acceptance for exchange of which may, in the opinion of its counsel, be unlawful. DuPont also reserves the right to waive any defects, irregularities or conditions of tender as to particular Existing Notes, whether or not waived in the case of other Existing Notes. DuPont's interpretation of the terms and conditions of the Exchange Offers and Consent Solicitations will be final and binding on all parties, subject to an Eligible Holder's right to challenge DuPont's determination in a court of competent jurisdiction. Unless waived, any defects or irregularities in connection with tenders of Existing Notes must be cured within the time DuPont determines. Although DuPont intends to notify holders of defects or irregularities with respect to tenders of Existing Notes, none of DuPont, the Trustee, the Exchange Agent, the Information Agent, the Dealer Managers or any other person will be under any duty to give that notification or shall incur any liability for failure to give that notification. Tenders of Existing Notes and consents to the Proposed Amendments with respect to such Existing Notes will not be deemed to have been made until any defects or irregularities therein have been cured or waived.

Any holder whose Existing Notes have been mutilated, lost, stolen or destroyed will be responsible for obtaining replacement securities or for arranging for indemnification of the Trustee. Holders may contact the Information Agent for assistance with these matters.

### **Exchange Agent; Information Agent**

Global Bondholder Services Corporation has been appointed as the Exchange Agent and the Information Agent for the Exchange Offers and Consent Solicitations. All correspondence in connection with the Exchange Offers and Consent Solicitations should be sent or delivered by each Eligible Holder of Existing Notes, or a beneficial owner's commercial bank, broker, dealer, trust company or other nominee, to the Exchange Agent at the address listed on the back cover page of this offering memorandum and consent solicitation statement. Questions concerning tender procedures and requests for additional copies of this offering memorandum and consent solicitation statement should be directed to the Information Agent at the address and telephone numbers listed on the back cover page of this offering memorandum and consent solicitation statement. Eligible Holders of Existing Notes may also contact their commercial bank, broker, dealer, trust company or other nominee for assistance concerning the Exchange Offers and Consent Solicitations. DuPont will pay the Exchange Agent and the Information Agent reasonable and customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses.

### **Dealer Managers**

In connection with the Exchange Offers and Consent Solicitations, DuPont has retained Citigroup Global Markets Inc. as the Lead Dealer Manager and Lead Consent Solicitation Agent and J.P. Morgan Securities LLC, TD Securities (USA) LLC and MUFG Securities Americas Inc. as the Co-Dealer Managers and Co-Consent Solicitation Agents for the Exchange Offers and Consent Solicitations. DuPont will pay a customary fee to the Dealer Managers for soliciting acceptances of the Exchange Offers and Consent Solicitations. That fee will be payable promptly following completion of the Exchange Offers and Consent Solicitations. DuPont will also reimburse the Dealer Managers for their reasonable and documented out-of-pocket expenses.

The obligation of the Dealer Managers to perform their functions is subject to various conditions. DuPont has agreed to indemnify the Dealer Managers against various liabilities, including various liabilities under the federal securities laws. The Dealer Managers may contact Eligible Holders of Existing Notes by mail, telephone, facsimile transmission, personal interviews and otherwise may request broker dealers and the other nominee holders to forward

materials relating to the Exchange Offers and Consent Solicitations to beneficial owners. Questions regarding the terms of the Exchange Offers and Consent Solicitations may be directed to Citigroup Global Markets Inc. at its address and telephone number listed on the back cover page of this offering memorandum and consent solicitation statement. At any given time, the Dealer Managers or any of their affiliates may trade the Existing Notes for their own accounts or for the accounts of their respective customers and, accordingly, may hold a long or short positions in the Existing Notes.

The Dealer Managers and their affiliates have, from time to time, provided investment banking and financial advisory services to DuPont and its affiliates. The Dealer Managers and their affiliates may in the future provide various investment banking and other services to DuPont and its affiliates, for which they would receive customary compensation from DuPont.

In the ordinary course of their respective businesses, the Dealer Managers or their affiliates may at any time hold long or short positions, and may trade for their own accounts or the accounts of customers, in debt or equity securities or other financial instruments (including loans) of DuPont and its subsidiaries and affiliates, including any of the Existing Notes or the New Notes. To the extent that the Dealer Managers or their affiliates own Existing Notes during the Exchange Offers and Consent Solicitations, they may tender such Existing Notes pursuant to the terms of the Exchange Offers and Consent Solicitations. If any of the Dealer Managers or any of their affiliates has a lending relationship with DuPont or its affiliates, the Dealer Managers or their affiliates are likely to hedge their credit exposure to DuPont or its affiliates consistent with their customary risk management policies. Typically, the Dealer Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in DuPont's or its affiliates' securities. The Dealer Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

None of the Dealer Managers, the Trustee or their affiliates makes any recommendation as to whether or not Eligible Holders of the Existing Notes should exchange their Existing Notes in the Exchange Offer or consent to the Proposed Amendments. None of the Dealer Managers, the Trustee or their affiliates assumes any responsibility for the accuracy or completeness of the information concerning DuPont or its affiliates or the Existing Notes or the New Notes contained or incorporated by reference in this offering memorandum and consent solicitation statement or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

### **Other Fees and Expenses**

DuPont will bear the expenses of soliciting tenders of the Existing Notes. Solicitations of Eligible Holders may be made by mail, e-mail, facsimile transmission, telephone or in person by the Dealer Managers, the Information Agent, the Exchange Agent as well as by DuPont officers and other employees and those of DuPont's affiliates. No additional compensation will be paid to any officers or employees who engage in soliciting exchanges and consents.

Tendering Eligible Holders of Existing Notes accepted in the Exchange Offers and Consent Solicitations will not be obligated to pay brokerage commissions or fees to DuPont, the Dealer Managers, the Exchange Agent or the Information Agent or, except as set forth below, to pay transfer taxes with respect to the exchange of their Existing Notes. If, however, a tendering Eligible Holder handles the transaction through its broker, dealer, commercial bank, trust company or other institution that Eligible Holder may be required to pay brokerage fees or commissions.

### **Transfer Taxes**

You will not be obligated to pay any transfer taxes in connection with the tender of Existing Notes in the Exchange Offers and Consent Solicitations unless you instruct DuPont to cause DuPont to issue New Notes, or request that Existing Notes not tendered or accepted in the Exchange Offers and Consent Solicitations be returned, to a person other than the tendering Eligible Holder. In either case, you will be responsible for the payment of any applicable transfer taxes.

**NONE OF DUPONT, THE DEALER MANAGERS, THE TRUSTEE, THE EXCHANGE AGENT OR THE INFORMATION AGENT OR ANY AFFILIATE OF ANY OF THEM, MAKES ANY**

**RECOMMENDATION AS TO WHETHER ELIGIBLE HOLDERS OF EXISTING NOTES SHOULD EXCHANGE EXISTING NOTES FOR NEW NOTES OR DELIVER CONSENTS TO THE PROPOSED AMENDMENTS IN RESPONSE TO THE EXCHANGE OFFERS AND CONSENT SOLICITATIONS AND NO ONE HAS BEEN AUTHORIZED BY ANY OF THEM TO MAKE SUCH A RECOMMENDATION.**

## THE PROPOSED AMENDMENTS

DuPont is soliciting the consent of Eligible Holders of each series of Existing Notes to amendments to the Existing Indenture and the related Existing Notes for that series, as described below. The descriptions of the amendments to the Existing Indenture set forth below do not purport to be complete.

If the Proposed Amendments are adopted with respect to a particular series of Existing Notes under the Existing Indenture, they will be binding on all holders of such series of Existing Notes issued thereunder, including those who do not deliver their consent to the Proposed Amendments and do not tender their Existing Notes in the applicable Exchange Offer. Thereafter, all such Existing Notes will be governed by the Existing Indenture as amended by the Proposed Amendments, which will afford reduced protections to the holders of those securities compared to those currently in the Existing Indenture. See “Risk Factors—Risks Relating to the Exchange Offers and Consent Solicitations—The Proposed Amendments to the Existing Indenture will afford reduced protection to remaining holders of Existing Notes”.

The descriptions below of the provisions of the Existing Indenture to be modified do not purport to be complete and are qualified in their entirety by reference to the Existing Indenture and the form of supplemental indenture to the Existing Indenture that contains the Proposed Amendments. Copies of the form supplemental indentures will be available upon the consummation of the Exchange Offers as provided under the section captioned “Where You Can Find More Information and Incorporation by Reference”.

The Proposed Amendments with respect to each series of Existing Notes constitute a single proposal with respect to such series, and a consenting holder must consent to the Proposed Amendments with respect to a series of Existing Notes in their entirety and may not consent selectively with respect to certain of the Proposed Amendments as they relate to such series.

As of the date of this offering memorandum and consent solicitation statement, the aggregate principal amount outstanding with respect to each series of Existing Notes is:

<b>Existing Indenture Notes</b>	<b>Principal Amount Outstanding</b>
4.725% Notes due 2028 .....	2,250,000,000
5.319% Notes due 2038 .....	1,000,000,000
5.419% Notes due 2048 .....	2,150,000,000
<i>Total Existing Indenture Notes</i> .....	<u><u>\$ 5,400,000,000</u></u>

The valid tender of an Eligible Holder’s Existing Notes will constitute the consent of the tendering holder to the Proposed Amendments in their entirety.

### Amendments to the Existing Indenture

The Proposed Amendments with respect to each series of the Existing Notes under the Existing Indenture require the consent of the holders of not less than a majority in aggregate principal amount of the Existing Notes of each affected series then outstanding under the Existing Indenture, with each series voting as a separate class. If such requisite consents are received with respect a series of the Existing Notes, the Proposed Amendments would, when a supplemental indenture relating to the Proposed Amendments to such series of Existing Notes becomes operative, delete in their entirety (unless otherwise noted) the following sections or provisions from the Base Indenture and Supplemental Indenture, as applicable, with respect to the applicable series of Existing Notes (the Section and Article references below being to the Base Indenture and the Supplemental Indenture, as applicable, which established each series of the Existing Notes):

#### *Base Indenture*

- Clause (a)(ii) of Section 12.02 (Satisfaction and Discharge of Indenture) shall be amended as follows (with strikethrough text indicating deletions and bold an underlined text indicating additions):

(ii) all Securities of such series not theretofore delivered to the Trustee for cancellation,

(A) have become due and payable, or

(B) will become due and payable at their Stated Maturity within one year, or

(C) if redeemable at the option of the Company (including, without limitation, by operation of any mandatory sinking fund), are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company, and the Company, in the case of (A), (B) or (C) above, has irrevocably deposited or caused to be deposited with the Trustee funds in trust for the purpose an amount in cash or U.S. Government Obligations in the Currency in which such Securities are payable (subject to Section 12.08) sufficient to pay and discharge the entire indebtedness on such Securities for principal and premium, if any, and interest to the date of such deposit (in the case of Securities that have become due and payable) or to the Stated Maturity thereof or, in the case of Securities of such series which are to be called for redemption as contemplated by (C) above, the applicable Redemption Date, as the case may be, and including any mandatory sinking fund payments as and when the same shall become due and payable;

- Section 12.03(c) (Defeasance and Covenant Defeasance upon Deposit of Moneys or U.S. Government Obligations)

#### *Supplemental Indenture*

- Section 5.01 (Change of Control)
- Section 6.01 (Limitation on Liens)
- Section 6.02 (Sale and Leaseback Transactions)
- Section 6.03 (Merger, Consolidation or Sale of Assets)

The applicability of Section 7.01 (Events of Default) would be amended to eliminate substantially all Events of Default other than failing to make payments with respect to the Existing Notes, the commencement of bankruptcy proceedings or an order under bankruptcy law with respect to DuPont and compliance with other provisions of the Existing Indenture and Existing Notes.

*Conforming Changes, Defined Terms, etc.* The Proposed Amendments would also amend the Existing Indenture to make certain conforming or other similar changes to the Existing Indenture, including modification or deletion of certain definitions and cross-references. Capitalized terms used under this “Amendments to the Existing Indenture” section that are not otherwise defined in this offering memorandum and consent solicitation statement shall have the meaning given to them in the Existing Indenture.

By consenting to the Proposed Amendments to the applicable Existing Indenture, a noteholder will be deemed to have waived any default, event of default or other consequence under such indenture for failure to comply with the terms of the provisions identified above (whether before or after the date of the supplemental indentures effecting the Proposed Amendments to the Existing Indenture).

#### **Effectiveness of Proposed Amendments**

At any time after the Launch Date, if DuPont receives valid consents sufficient to effect the Proposed Amendments with respect to a particular series of Existing Notes, DuPont and the Trustee under the Existing Indenture, pursuant to the terms of the Existing Indenture, may execute and deliver a supplemental indenture relating to the Proposed Amendments to the applicable series of Existing Notes that will be effective upon execution but will only become operative upon the Settlement Date of the applicable Exchange Offer.



## DESCRIPTION OF OTHER INDEBTEDNESS

### Revolving Credit Facility

DuPont has a \$2.5 billion five-year revolving credit facility, which was amended in May 2025 to extend its maturity date from April 2027 to April 2028 (as amended, the “Five-Year Revolving Credit Facility”). The Five-Year Revolving Credit Facility will decrease to \$2.0 billion upon the occurrence of the Intended Electronics Separation. The Five-Year Revolving Credit Facility is generally expected to remain undrawn and serve as a backstop to DuPont’s commercial paper and letter of credit issuance. Therefore, DuPont expects to reduce its authorized commercial paper program to \$2.0 billion upon the occurrence of the Intended Electronics Separation. As of June 30, 2025, no amounts were outstanding under the Five-Year Revolving Credit Facility.

In addition, the Five-Year Revolving Credit Facility contains a financial covenant requiring that the ratio of Total Indebtedness to Total Capitalization (as defined in the Five-Year Revolving Credit Facility) for DuPont and its consolidated subsidiaries to not exceed 0.60. At June 30, 2025, DuPont was in compliance with this financial covenant. This financial covenant is the only significant restrictive covenant in the Five-Year Revolving Credit Facility. The Five-Year Revolving Credit Facility contains other customary covenants that do not, individually or in the aggregate, materially restrict the conduct of DuPont’s business. DuPont was in compliance with this financial covenant and all other covenants in the Five-Year Revolving Credit Facility as of June 30, 2025.

### Uncommitted Credit Facilities and Outstanding Letters of Credit

Unused bank credit lines on uncommitted credit facilities were approximately \$628 million at June 30, 2025. These lines are available to support short-term liquidity needs and general corporate purposes including letters of credit. Outstanding letters of credit were approximately \$128 million at June 30, 2025. These letters of credit support commitments made in the ordinary course of business.

### Existing Notes

As of June 30, 2025, DuPont had the following senior notes outstanding:

- 4.493% Notes due 2025
- 4.725% Notes due 2028
- 5.319% Notes due 2038
- 5.419% Notes due 2048

Generally, the Existing Notes can be redeemed at DuPont’s option in accordance with the procedures and at the prices set out in the Existing Indenture.

With respect to the 2025 Notes, DuPont expects to repay the 2025 Notes at par in full on or prior to their maturity date of November 15, 2025, in accordance with the Supplemental Indenture.

## DESCRIPTION OF THE NEW NOTES

### **General**

DuPont will issue each of the New 4.725% 2028 Notes, the New 5.319% 2038 Notes and the New 5.419% 2048 Notes (collectively, the “New Notes”) under an Indenture, dated as of November 28, 2018 (the “Base Indenture”), by and between DowDuPont Inc., as issuer and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee, as heretofore supplemented and amended, and as supplemented by one or more supplemental indentures relating to the New Notes (the Base Indenture, as so supplemented, the “New Indenture”), in connection with the Exchange Offers for the Existing Notes, as described elsewhere in this offering memorandum and consent solicitation statement.

The following summary of certain provisions of the New Indenture, the New Notes and the related guarantees does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the New Indenture and the New Notes, including the definitions of certain terms therein and those terms made part thereof by the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”). In this description all references to “DuPont”, “we”, “our” and “us” mean DuPont de Nemours, Inc. only. The New Notes will not be registered under the Securities Act. Consequently, the New Notes will be subject to certain transfer restrictions. See “Transfer Restrictions”.

In the future, DuPont may, without the consent of the holders, increase the principal amount of any series of New Notes offered hereby by issuing additional New Notes of such series. The New Notes of each series and any additional New Notes of such series subsequently issued under the New Indenture will be treated as a single series or class for all purposes under the New Indenture, including, without limitation, waivers, amendments and redemptions; *provided* that, if any such additional New Notes are not fungible with the existing New Notes for United States federal income tax purposes, such additional New Notes will have a separate CUSIP number, Common Code and/or ISIN Number, as applicable.

The New Indenture does not limit the aggregate amount of debt securities which may be issued under the New Indenture. Other than the provisions relating to a Change of Control Repurchase Event, the New Indenture does not contain any debt covenants or other provisions which would afford the holders of the New Notes protection in the event of a highly leveraged or similar transaction.

### **Description of the New Notes**

#### ***General***

The New Notes will be issued in fully registered form and will be in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

#### ***Principal Amount***

Each series of New Notes will be issued in the initial aggregate principal amount set forth below.

#### ***Maturity***

Each series of New Notes will mature on the applicable maturity date set forth below.

#### ***Interest***

Interest on each series of New Notes will accrue from (and including) the most recent date on which interest has been paid on the corresponding series of Existing Notes accepted in the Exchange Offers and the Consent Solicitations.

Interest on each series of New Notes will be payable semi-annually in arrears on the applicable interest payment dates set forth below. The first interest payment date on each series of the New Notes is set forth below.

Interest will be payable to the persons in whose names the New Notes are registered at the close of business on the applicable regular record date set forth below immediately preceding the relevant interest payment date (whether or not a business day). Interest on each series of New Notes will be paid on the basis of a 360-day year consisting of twelve 30-day months.

If any interest payment date, the maturity date or any redemption date of a series of notes falls on a day that is not a business day, the related payment of principal and/or interest will be made on the next business day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next business day.

***New 4.725% 2028 Notes***

- Title of the notes: 4.725% Notes due 2028 (the “New 4.725% 2028 Notes”)
- Total principal amount being issued: up to \$2,250,000,000
- Maturity date: November 15, 2028
- Interest rate: 4.725% per annum
- Interest payment dates: May 15 and November 15
- First interest payment date: the first interest payment date (as described above) occurring after the date that interest starts accruing on the New 4.725% 2028 Notes
- Regular record dates for interest: May 1 and November 1

***New 5.319% 2038 Notes***

- Title of the notes: 5.319% Notes due 2038 (the “New 5.319% 2038 Notes”)
- Total principal amount being issued: up to \$1,000,000,000
- Maturity date: November 15, 2038
- Interest rate: 5.319% per annum
- Interest payment dates: May 15 and November 15
- First interest payment date: the first interest payment date (as described above) occurring after the date that interest starts accruing on the New 5.319% 2038 Notes
- Regular record dates for interest: May 1 and November 1

***New 5.419% 2048 Notes***

- Title of the notes: 5.419% Notes due 2048 (the “New 5.419% 2048 Notes”)
- Total principal amount being issued: up to \$2,150,000,000
- Maturity date: November 15, 2048
- Interest rate: 5.419% per annum

- Interest payment dates: May 15 and November 15
- First interest payment date: the first interest payment date (as described above) occurring after the date that interest starts accruing on the New 3.100% 2029 Notes
- Regular record dates for interest: May 1 and November 1

### ***Optional Redemption***

Prior to the applicable Par Call Date (as defined herein), we may redeem any series of the applicable New Notes at our option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of 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 applicable redemption date (assuming the New Notes to be redeemed matured on the applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points in the case of the New 4.725% 2028 Notes and 30 basis points in the case of the New 5.319% 2038 Notes and the New 5.419% 2048 Notes, less (b) interest accrued to the date of redemption, and
- (2) 100% of the principal amount of the New Notes of that series to be redeemed;

plus, in either case, accrued and unpaid interest thereon to, but excluding, the redemption date.

On or after the applicable Par Call Date, we may redeem a series of New Notes, 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 such New Notes being redeemed plus accrued and unpaid interest thereon to, but excluding, the redemption date.

“Par Call Date” means (i) with respect to the New 4.725% 2028 Notes, August 15, 2028 (three months prior to their maturity date), (ii) with respect to the New 5.319% 2038 Notes, May 15, 2038 (six months prior to their maturity date), and (iii) with respect to the New 5.419% 2048 Notes, May 15, 2048 (six months prior to their maturity date).

“Treasury Rate” means, with respect to any redemption date, the yield determined by DuPont in accordance with the following two paragraphs.

The Treasury Rate shall be determined by DuPont 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, DuPont 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 applicable 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 applicable 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, DuPont 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 applicable Par Call Date, as applicable. If there is no United States Treasury security maturing on such Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the applicable Par Call Date, one with a maturity date preceding such Par Call Date and one with a maturity date following such Par Call Date, DuPont shall select the United States Treasury security with a maturity date preceding such Par Call Date. If there are two or more United States Treasury securities maturing on the applicable Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, DuPont 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.

DuPont's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depository's procedures) at least 10 days but not more than 60 days before the redemption date to each holder of the New Notes to be redeemed.

In the case of a partial redemption, selection of the New Notes for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No New Notes of a principal amount of \$2,000 or less will be redeemed in part. If any New Note is to be redeemed in part only, the notice of redemption that relates to such New Note will state the portion of the principal amount of such New Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of the New Note will be issued in the name of the holder of the New Note upon surrender for cancellation of the original New Note. For so long as the New Notes are held by The Depository Trust Company ("DTC") (or another depository), the redemption of the New Notes shall be done in accordance with the policies and procedures of such depository.

Unless we default in payment of the redemption price, on and after the date of redemption, interest will cease to accrue on the New Notes or portions of the New Notes called for redemption.

### ***Special Mandatory Redemption***

If the Intended Electronics Separation is completed on or before March 31, 2026 (the "*Special Mandatory Redemption Event*"), we will be required to redeem \$900,000,000 principal amount of New 4.725% 2028 Notes, \$400,000,000 principal amount of New 5.319% 2038 Notes and \$860,000,000 principal amount of New 5.419% 2048 Notes on the Special Mandatory Redemption Date (as defined below) at a redemption price (the "*Special Mandatory Redemption Price*") equal to the greater of (1)(a) the sum of the present values of the remaining scheduled payments of principal and interest on each series of New Notes discounted to the Special Mandatory Redemption Date (assuming each series of New Notes matured on the applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus (i) 25 basis points in the case of the New 4.725% 2028 Notes and (ii) 30 basis points in the case of the New 5.319% 2038 Notes and the New 5.419% 2048 Notes, less (b) interest accrued to the Special Mandatory Redemption Date, and (2) 100% of the principal amount of each series of New Notes to be redeemed, plus, in either case, accrued and unpaid interest, if any, to, but excluding the Special Mandatory Redemption Date. Upon the occurrence of a Special Mandatory Redemption Event, DuPont will promptly (but in no event later than ten Business Days following such Special Mandatory Redemption Event) cause notice (a "*Special Mandatory Redemption Notice*") to be delivered electronically or mailed, with a copy to the Trustee, to each holder at its registered address (such date of notification to the holders, the "*Special Mandatory Redemption Notice Date*"). The notice will inform holders that the New Notes will be redeemed on the redemption date set forth in such notice, which will be no earlier than three Business Days and no later than 30 days from the Special Mandatory Redemption Notice Date (such date, the "*Special Mandatory Redemption Date*"), and that \$900,000,000 principal amount of New 4.725% 2028 Notes, \$400,000,000 principal amount of New 5.319% 2038 Notes and \$860,000,000 principal amount of New 5.419% 2048 Notes will be redeemed at the Special Mandatory Redemption Price on the Special Mandatory Redemption Date automatically and without any further action by the holders of the New Notes.

At or prior to 10:00 a.m., New York City time, on the Special Mandatory Redemption Date, we will deposit with the Trustee funds sufficient to pay the Special Mandatory Redemption Price for all of the New Notes to be redeemed. If such deposit is made as provided above, the New Notes to be redeemed pursuant to the above will cease to bear interest on and after the Special Mandatory Redemption Date.

Upon the consummation of the special mandatory redemption, the foregoing provisions regarding special mandatory redemption will cease to apply.

### ***Change of Control Repurchase Event***

If a Change of Control Triggering Event occurs with respect to a series of New Notes, unless we have exercised our right to redeem in whole a series of New Notes as described above under “—Optional Redemption,” holders of New Notes will have the right to require us to repurchase all or any part (equal to \$2,000 and additional multiples of \$1,000) of their New Notes pursuant to the offer described below (the “Change of Control Offer”) on the terms set forth in the New Notes. In the Change of Control Offer, we will be required to offer payment in cash equal to 101% of the aggregate principal amount of New Notes repurchased plus accrued and unpaid interest, if any, on the New Notes repurchased to, but excluding, the date of purchase (the “Change of Control Payment”). Within 30 days following any Change of Control Triggering Event, we will be required to mail a notice to holders of the New Notes and the Trustee describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the New Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the “Change of Control Payment Date”), pursuant to the procedures required by the New Notes and described in such notice. We must 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 New 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 the Change of Control provisions of the New Notes, we will be required to comply with the applicable securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control provisions of the New Notes by virtue of such conflicts.

On the Change of Control Payment Date, we will be required, to the extent lawful, to:

(i) accept for payment all New Notes or portions of New 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 New Notes or portions of New Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the New Notes properly accepted together with an officers’ certificate stating the aggregate principal amount of New Notes or portions of New Notes being purchased.

The Paying Agent will promptly pay to each holder of New Notes properly tendered the purchase price for the New Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new New Note equal in principal amount to any unpurchased portion of any New Notes surrendered; provided that each new New Note will be in a principal amount of \$2,000 and additional multiples of \$1,000. We will not be required to make an offer to repurchase the New Notes upon a Change of Control Triggering Event if 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 us, and such third party purchases all Notes properly tendered and not withdrawn under its offer.

For purposes of the foregoing discussion of a repurchase of Notes at the option of holders, the following definitions are applicable:

“*Below Investment Grade Rating Event*” means the New Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) 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 the 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 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).

*“Change of Control”* means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of DuPont and its subsidiaries taken as a whole to any Person or group of related persons for purposes of Section 13(d) of the Exchange Act (a “Group”) other than DuPont or one of its subsidiaries; (2) the approval by the holders of DuPont’s voting stock of any plan or proposal for the liquidation or dissolution of DuPont (whether or not otherwise in compliance with the provisions of the New Indenture); or (3) 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 our capital stock; provided, for the avoidance of doubt, that the Intended Electronics Separation shall not constitute a Change of Control.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of “all or substantially all” of our and our subsidiaries’ properties or assets taken as a whole. Although there is a limited body of case law interpreting the phrase “substantially all”, there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of New Notes to require us to repurchase such holder’s New Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of our and our subsidiaries’ assets taken as a whole to another Person or Group may be uncertain.

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

*“Fitch”* means Fitch Ratings Ltd. and any successor to its rating agency business.

*“Investment Grade Rating”* means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody’s, BBB- (or the equivalent) by S&P and an equivalent rating of any replacement agency, respectively.

*“Moody’s”* means Moody’s Investors Service, Inc. and any successor to its rating agency business.

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

*“Person”* has the meaning set forth in the New Indenture and includes a “person” as used in Section 13(d)(3) of the Exchange Act.

*“Rating Agencies”* means (1) each of Fitch, Moody’s and S&P; and (2) if any of Fitch, Moody’s or S&P ceases to rate the Notes or fails to make a rating of the New Notes publicly available for reasons outside of our control, a credit rating agency registered as a “nationally recognized statistical rating organization” with the SEC, selected by us (as certified by a resolution of our Board of Directors) as a replacement agency for Fitch, Moody’s or S&P, or all of them, as the case may be.

*“S&P”* means Standard & Poor’s Ratings Services. and any successor to its rating agency business.

### ***Certain Covenants***

Set forth below are summaries of certain covenants that will be contained in the New Indenture.

Notwithstanding anything to the contrary, any action taken by any of DuPont or any Restricted Subsidiary in connection with or incidental to the consummation of the Intended Electronics Separation]and other transactions on

substantially the terms described under “Summary—Intended Electronics Separation and Summary—Recent Developments” shall be permitted under all covenants and obligations under the New Indenture without restriction.

#### *Liens*

In the New Indenture, we will agree that, with respect to each series of the New Notes, so long as any of the New Notes of such series remain outstanding, we will not, nor will we permit any Restricted Subsidiary to, issue, assume, or guarantee any debt for money borrowed if that debt is secured by a mortgage on any Principal Property or on any shares of stock or indebtedness of any Restricted Subsidiary (whether the Principal Property, shares of stock, or indebtedness are now owned or hereafter acquired) without in any such case effectively providing that the New Notes of such series shall be secured equally and ratably with such debt. This restriction, however, shall not apply to:

(i) mortgages on property, shares of stock, or indebtedness of any Person existing at the time such Person becomes a Restricted Subsidiary;

(ii) mortgages on property existing at the time that it is acquired, or to secure debt incurred for the purpose of financing the purchase price of such property or improvements or construction on the property, which debt is incurred prior to, at the time of or within one year after such acquisition, completion of such construction, or the commencement of commercial operation of such property thereon;

(iii) mortgages securing debt owing by any Restricted Subsidiary to us or another Restricted Subsidiary;

(iv) mortgages on property of a Person existing at the time that Person is merged into or consolidated with us or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of a Person as an entirety or substantially as an entirety to us or a Restricted Subsidiary;

(v) mortgages on property of us or a Restricted Subsidiary in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country, or any political subdivision thereof, to secure certain payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such mortgages, including without limitation mortgages incurred in connection with pollution control, industrial revenue or similar financings;

(vi) mortgages existing on the date of the New Indenture; or

(vii) any extension, renewal or replacement or successive extensions, renewals or replacements, in whole or in part, of any mortgage referred to in the clauses immediately above.

Notwithstanding the above, we and one or more of our Restricted Subsidiaries may, without securing the New Notes of such series, issue, assume, or guarantee debt secured by mortgages which would otherwise be subject to the above restrictions; provided that the aggregate amount of that debt that would then be outstanding after giving pro forma effect to any such incurrence (including pro forma application of the proceeds of such debt incurred), together with the aggregate amount of the then outstanding Attributable Debt incurred under clause (a) of the covenant described under “—Sale and Leaseback Transactions”, does not exceed 10% of the Consolidated Net Tangible Assets of us and our consolidated subsidiaries.

#### *Sale and Leaseback Transactions*

Sale and leaseback transactions by us or any Restricted Subsidiary of any Principal Property are prohibited unless (a) we or such Restricted Subsidiary would be entitled to issue, assume, or guarantee debt secured by a mortgage upon the property involved at least equal in amount to the Attributable Debt for that transaction without equally and ratably securing the New Notes or (b) an amount in cash equal to the Attributable Debt for that transaction is applied to the retirement of our non-subordinated debt or debt of a Restricted Subsidiary, which by its terms matures at or is extendible or renewable at the option of the obligor to a date more than twelve months after its creation.

#### *Merger, Consolidation or Sale of Assets*



DuPont will not consolidate or merge with any other Person or permit a merger of any other Person into DuPont or permit DuPont to be merged into any other entity, or sell, convey, transfer or lease all or substantially all of our assets to another Person unless (i) either DuPont will be the continuing entity or the successor, transferee or lessee entity, if other than DuPont, shall assume our obligations under the New Indenture and under the New Notes and (ii) immediately after such consolidation, merger or disposal, DuPont or the surviving Person would not be in default in the performance of any covenant or condition in the New Indenture.

For the avoidance of doubt, the Intended Electronics Separation shall not constitute a sale or transfer of all or substantially all of the assets of DuPont.

#### *Reports and Other Information*

We will file with the Trustee and the U.S. Securities and Exchange Commission (the “SEC”), and transmit to holders, such information, documents and other reports, and such summaries thereof, as may be required pursuant to the Trust Indenture Act at the times and in the manner provided in the Trust Indenture Act; provided that, unless available on EDGAR, any such information, documents or reports required to be filed with the SEC pursuant to Section 13 or 15(d) of the Exchange Act will be filed with the Trustee within 30 days after the same is filed with the SEC.

#### ***Modification of the Indenture***

The terms of any series of New Notes or the terms of the New Indenture with respect to such series of New Notes may be amended, supplemented or otherwise modified by DuPont and the Trustee, at any time and from time to time, without the consent of any holder of outstanding New Notes of such series for any of the following purposes:

(i) to add to the covenants and agreements of DuPont and to add Events of Default, in each case for the protection or benefit of the holders of such series of New Notes, or to surrender any right or power conferred upon DuPont;

(ii) to add to or change any of the provisions of the New Indenture to provide, change or eliminate any restrictions on the payment of principal or premium, if any, on such series of New Notes; provided that any such action does not adversely affect the interests of holders of New Notes of such series in any material respect;

(iii) to evidence the succession of another entity to DuPont, or successive successions, and the assumption by such successor of the covenants and obligations of DuPont contained in the New Notes of such series and in the New Indenture in accordance with the covenant described under “—Certain Covenants—Consolidation or Merger”;

(iv) to evidence and provide for the acceptance of appointment by a successor Trustee with respect to such series of New Notes and to add to or change any of the provisions of the New Indenture as shall be necessary for or facilitate the administration of the trusts under the New Indenture by more than one trustee;

(v) to secure such series of New Notes;

(vi) to cure any ambiguity or inconsistency or to correct or supplement any provision in the New Indenture or to conform the terms that are applicable to such series of New Notes to the description of the terms of such New Notes in this “Description of the New Notes”;

(vii) to add to or change or eliminate any provision of the New Indenture as shall be necessary or desirable in accordance with the Trust Indenture Act;

(viii) to add guarantors or co-obligors with respect to such series of New Notes or to release guarantors from their guarantees of such series of New Notes, in accordance with the terms of such series of New Notes;

(ix) to make any change in such series of New Notes that does not adversely affect in any material respect the rights of the holders of such series of New Notes;

(x) to provide for uncertificated securities in addition to certificated securities; or

(xi) to supplement any of the provisions of the New Indenture to the extent as shall be necessary to permit or facilitate the defeasance or discharge of such series of New Notes; provided that any such action shall not adversely affect the interests of the holders of such series of New Notes in any material respect.

The terms of any series of New Notes or the terms of the New Indenture with respect to such series of New Notes may be amended, supplemented or otherwise modified by DuPont and the Trustee, at any time and from time to time, with the consent of holders of a majority in aggregate principal amount of the outstanding New Notes of such series for the purpose of adding any provisions to or changing in any manner or eliminating any provisions of the New Indenture or of modifying in any manner the rights of the holders of the New Notes of such series; provided that no such amendment, supplement or modification shall, without the consent of the holder of each outstanding New Note of such series:

(i) extend the stated maturity of the principal of, or any installment of interest on, the New Notes of such series, or reduce the principal amount or redemption price thereof or the interest thereon or any premium payable thereon, or extend the stated maturity of, or change the place of payment where, or the currency in which the principal of and premium, if any, or interest on the New Notes of such series is denominated or payable, change the ranking of such New Notes or impair the right to institute suit for the enforcement of any payment on or after the stated maturity thereof (or in the case of redemption, on or after the redemption date);

(ii) reduce the percentage in principal amount of outstanding New Notes of such series, the consent of whose holders is required for any amendment, supplement, modification or waiver of compliance with certain provisions of the New Indenture or certain defaults thereunder and their consequences provided for in the New Indenture;

(iii) modify any of the provisions of the New Indenture or such New Notes relating to amendment, modification or waiver of compliance with certain provisions of the New Indenture, except to increase any such percentage or to provide that certain other provisions of the New Indenture cannot be amended, modified or waived without the consent of the holder of each outstanding New Note affected thereby;

(iv) amend, waive or otherwise modify the provisions described under “—Special Mandatory Redemption” with respect to the New Notes of such series; or

(v) modify, without the written consent of the Trustee, the rights, duties or immunities of the Trustee.

### ***Events of Default***

The following events shall be “Events of Default” with respect to each series of New Notes:

(i) default by DuPont for 30 days in the payment of any installment of interest on any New Note of such series;

(ii) default by DuPont in the payment of principal and premium, if any, on any New Note of such series;

(iii) failure by DuPont to deliver a Special Mandatory Redemption Notice with respect to such series of New Notes as described under “—Special Mandatory Redemption” and such default continues for three Business Days after such delivery is required;

(iv) default by DuPont for 90 days after appropriate notice, given in accordance with the New Indenture to DuPont by the Trustee or to DuPont and the Trustee by holders of 25% or more in aggregate principal amount of the New Notes of such series, in performance of any other covenant or condition (other than a covenant or condition which has been expressly included in the New Indenture solely for the benefit of a different series of New Notes) in the New Indenture; and

(v) certain events involving bankruptcy, insolvency or reorganization.

The New Indenture provides that, if an Event of Default (other than an Event of Default specified in clause (v) above) shall occur and be continuing with respect to any series of New Notes, either the Trustee or the holders of 25% in principal amount of the New Notes of such series then outstanding may declare the principal of and all accrued

and unpaid interest on the New Notes of such series to be due and payable immediately by a notice in writing to DuPont (and to the Trustee if given by holders). If an Event of Default specified in clause (v) above occurs and is continuing, then in every such case, the principal amount of and accrued and unpaid interest on the New Notes of such series shall automatically, and without any acceleration or any other action on the part of the Trustee or any holder, become due and payable immediately.

### ***Legal Defeasance and Covenant Defeasance***

DuPont may, at its option and at any time upon the satisfaction of certain conditions described below, elect to have all of its obligations discharged with respect to a series of New Notes (“Legal Defeasance”) except for:

(i) the rights of holders of New Notes with respect to such series to receive payment of the principal of and premium, if any, and interest on such series of New Notes when such payments are due solely out of the trust created pursuant to the New Indenture;

(ii) certain of DuPont’s obligations with respect to such series of New Notes, including issuing temporary New Notes of such series, registration of such New Notes of such series, mutilated, destroyed, lost or stolen New Notes of such series and the maintenance of an office or agency for payment and money for security payments held in trust;

(iii) if such series of New Notes is to be called for redemption prior to the stated maturity, the provisions of the New Indenture related to redemption;

(iv) the satisfaction and discharge and defeasance provisions of the New Indenture; and

(v) the rights, powers, trusts, duties and immunities of the Trustee.

In addition, DuPont may, at its option and at any time upon the satisfaction of certain conditions described below, elect to have its obligations released with respect to certain restrictive covenants in the New Indenture with respect to a series of New Notes, including with respect to the covenant described in “—Change of Control”, but not the covenant described in “—Special Mandatory Redemption” (“Covenant Defeasance”) and thereafter any omission to comply with such obligations shall not constitute a default with respect to the New Notes of such series. In the event Covenant Defeasance occurs with respect to a series of New Notes, certain events (not including bankruptcy, receivership, rehabilitation and insolvency events pertaining to DuPont) described under “—Events of Default” will no longer constitute an Event of Default with respect to such series of New Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance with respect to a series of New Notes:

(i) DuPont must have irrevocably deposited with the Trustee as trust funds in trust, for the benefit of the holders of such series of New Notes, cash in U.S. dollars, government securities, or a combination thereof, in such amounts as will be sufficient to pay the principal amount of and premium, if any, and interest due on such series of New Notes on each date an installment of interest or principal and premium are due and, if the New Notes are to be called for redemption as described in clause (iv) below, to pay and discharge the redemption price (together with any applicable accrued interest) on such New Notes called for redemption on the applicable redemption date;

(ii) DuPont shall have delivered to the Trustee an opinion of counsel to the effect that holders of the New Notes of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of DuPont’s exercise of its option and will be subject to U.S. federal income tax on the same amount and in the same manner and at the same time as would have been the case if such option had not been exercised and, in the case of Legal Defeasance, such opinion of counsel shall be based upon and accompanied by a ruling to the effect received by DuPont from, or published by, the Internal Revenue Service;

(iii) no default (other than that resulting from borrowing funds and the granting of liens to be applied to such deposit in connection therewith) shall have occurred and be continuing on the date of such deposit with respect to such series of New Notes;

(iv) if the cash or government securities or combination thereof, as the case may be, deposited under clause (i) are sufficient to pay the principal and premium, if any, and interest on the New Notes of such series or any portion thereof to be redeemed on a particular redemption date, DuPont shall have given to the Trustee irrevocable instructions to redeem such New Notes on such date and shall have made arrangements satisfactory to the Trustee for the giving of notice of such redemption by the Trustee in the name, and at the expense, of DuPont; and

(v) DuPont shall have delivered to the Trustee an officers certificate and an opinion of counsel (which opinion of counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent to such action under the New Indenture have been complied with.

### ***Satisfaction and Discharge***

The New Indenture will be discharged and will cease to be of further effect as to a series of New Notes, when:

(i) either (a) all New Notes of such series theretofore authenticated and delivered, other than New Notes of such series that have been destroyed, lost or stolen and that have been replaced or paid and New Notes of such series for whose payment money has theretofore been deposited in trust (or segregated and held in trust by DuPont and thereafter repaid to DuPont or discharged from such trust pursuant to the terms of the New Indenture), have been delivered to the Trustee for cancellation; or (b) all New Notes of such series not theretofore delivered to the Trustee for cancellation (A) have become due and payable, (B) will become due and payable at their stated maturity within one year or (C) are to be called for redemption and redeemed within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of DuPont, and DuPont, in the case of (A), (B) or (C), has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust sufficient to pay and discharge the entire indebtedness on the New Notes not theretofore delivered to the Trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption, as applicable;

(ii) DuPont has paid or caused to be paid all other sums payable under the New Indenture by it with respect to the New Notes of such series; and

(iii) DuPont has delivered to the Trustee an officer's certificate and an opinion of counsel each stating that all conditions precedent provided for relating to the satisfaction and discharge of the New Indenture with respect to such series of New Notes have been complied with.

### ***No Personal Liability of Directors, Officers and Stockholders***

No director, officer, incorporator or stockholder of DuPont shall have any liability for any obligations of the DuPont under the New Notes or the New Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each holder by accepting New Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the New Notes. Such waiver may not be effective to waive liability under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.

### ***Trustee***

U.S. Bank Trust Company, National Association will serve as Trustee under the New Indenture and the New Notes. The Trustee or its affiliates may provide banking and other services to us in the ordinary course of their business.

### ***Applicable Law***

The New Notes and the New Indenture will be governed by and construed in accordance with the laws of the State of New York.

### ***Definition of Certain Terms***

"Attributable Debt" is defined as the present value, discounted as provided in the New Indenture, of the obligation of a lessee for rental payments during the remaining term of any lease.

“Consolidated Net Tangible Assets” means the total amount of assets less applicable reserves and other properly deductible items after deducting (a) all current liabilities excluding any thereof which are by their terms extendible or renewable at the option of the obligor thereon to a time more than 12 months after the time as of which the amount thereof is being computed, and (b) all goodwill, trade names, trademarks, patents, purchased technology, unamortized debt discount and other intangible assets, all as set forth on our most recent quarterly balance sheet and computed in accordance with U.S. generally accepted accounting principles.

“Intended Electronics Separation” means the separation of DuPont’s electronics business, which includes its semiconductor technologies and interconnect solutions businesses into an independent public company, Qnity Electronics, Inc. See “Summary—Intended Electronics Separation.”

“Issue Date” means the date on which the New Notes are originally issued.

“Person” means any individual, corporation, limited liability company, partnership, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof or other entity.

“Principal Property” is defined as any manufacturing plant or facility, distribution facility or any mineral producing property or any research facility located within the continental United States owned by us or any Restricted Subsidiary, unless, in the opinion of our Board of Directors, such plant, facility, property or research facility is not of material importance to the total business conducted by us and our Restricted Subsidiaries.

“Restricted Subsidiary” is defined to mean any wholly-owned subsidiary:

- substantially all the property of which is located within the continental United States of America;
- which owns a Principal Property; and
- in which our investment exceeds 1% of our total consolidated assets as of the end of the preceding year.

The term “Restricted Subsidiary” does not include any wholly-owned subsidiary which is principally engaged in leasing or in financing installment receivables or which is principally engaged in financing our operations outside the continental United States.

### ***Book-Entry, Delivery and Form***

Each series of New Notes will be issued in the form of one or more fully registered global notes (the “Global Notes”) registered in the name of DTC or Cede & Co., DTC’s nominee. Beneficial interests in the Global Notes will be represented through book-entry accounts of financial institutions acting on behalf of beneficial owners as direct and indirect participants in DTC and investors will hold such beneficial interests only through DTC, or through Clearstream Banking, S.A. or Euroclear Bank S.A./N.V. as DTC participants. Beneficial interests in the Global Notes will be held in denominations of \$2,000 and additional multiples of \$1,000. Except as described below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee.

DTC has advised DuPont as follows: DTC is a member of the U.S. Federal Reserve System, a limited-purpose trust company under New York State banking law and a registered clearing agency with the SEC. DTC holds securities deposited with it by its participants and records the settlement of transactions among its participants in such securities through electronic computerized book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC’s participants include securities brokers and dealers (including the underwriters), banks, trust companies, clearing corporations and certain other organizations, some of whom (and/or their representatives) own DTC. Access to the DTC book-entry system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

Individual certificates in respect of the New Notes will not be issued in exchange for the Global Notes, except in very limited circumstances. If DTC notifies DuPont that it is unwilling or unable to continue as a clearing system in connection with the Global Notes, or ceases to be a clearing agency registered under the Exchange Act, and a successor clearing system is not appointed by DuPont within 90 days after receiving such notice from DTC or upon becoming aware that DTC is no longer so registered, DuPont will issue or cause to be issued individual certificates in registered form on registration of transfer of, or in exchange for, book-entry interests in the Notes represented by such Global Notes upon delivery of such Global Notes for cancellation. In addition, if an Event of Default has occurred or is continuing, the owners of beneficial interests in any of the Notes will be entitled to receive individual certificates in registered form.

Book-entry interests in the New Notes may be transferred within DTC in accordance with procedures established for this purpose by DTC.

### **Registration Rights**

The New Notes have not been registered under the Securities Act and thus are subject to restrictions on transfer. Pursuant to the Registration Rights Agreement (as defined herein), we will agree to file a registration statement with the SEC relating to an offer to exchange the New Notes for new exchange notes that have substantially identical terms or, in certain circumstances, to register the resale of the New Notes. See “Registration Rights” and “Transfer Restrictions”.

Additional Interest (as defined herein) may accrue on the New Notes in certain circumstances pursuant to the Registration Rights Agreement. All references in the New Indenture and the New Notes to any interest or other amount payable on or with respect to the New Notes will be deemed to include Additional Interest required to be paid pursuant to the Registration Rights Agreement, if any.

“Registration Rights Agreement” means the registration rights agreement with respect to the New Notes to be dated as of the issue date of the New Notes among DuPont, Citigroup Global Markets Inc., J.P. Morgan Securities LLC, TD Securities (USA) LLC and MUFG Securities Americas Inc.

“Additional Interest” means all additional interest then owing pursuant to the Registration Rights Agreement.

## REGISTRATION RIGHTS

The following description of the registration rights agreement is a summary and does not purport to be complete. This summary is subject, and is qualified in its entirety by reference, to all the provisions of the registration rights agreement, copies of which are available from us upon request. In this section, references to any “New Notes” or “Registered Notes” shall be deemed to include the related guarantees.

We and the Dealer Managers will enter into a registration rights agreement with respect to the New Notes on the Settlement Date. In the registration rights agreement, we will agree for the benefit of the holders of the applicable series of the New Notes to use commercially reasonable efforts to (1) file a registration statement on an appropriate registration form with respect to a registered offer to exchange the New Notes for Registered Notes with terms substantially identical in all material respects to the New Notes, as applicable (except that the Registered Notes will not contain terms with respect to transfer restrictions) and (2) cause the registration statement to be declared effective under the Securities Act.

After the SEC declares the exchange offer registration statement related to the Registered Notes effective, we will offer the Registered Notes in return for the New Notes. The exchange offer will remain open for at least 20 business days (or longer if required by applicable law) after the date we send or make available notice of the exchange offer to the holders of the New Notes. For each New Note surrendered to us under the exchange offer, the holders of such New Note will receive a Registered Note of the applicable series of equal principal amount. Interest on each Registered Note will accrue (1) from the last interest payment date on which interest was paid on the New Note surrendered in exchange therefor or (2) if no interest has been paid on the New Note, from the last interest payment date on which interest was paid on the applicable Existing Note that was exchanged for a New Note in connection with the Exchange Offers. A holder of the New Notes that participates in the exchange offer will be required to make certain representations to us (as described in the registration rights agreement). We will use commercially reasonable efforts to complete the exchange offer for the New Notes not later than 60 days after the exchange offer registration statement becomes effective. Under existing interpretations of the SEC contained in several no-action letters to third parties, the Registered Notes will generally be freely transferable after the exchange offer without further registration under the Securities Act, except that any broker-dealer that participates in the exchange must deliver a prospectus meeting the requirements of the Securities Act when it resells the Registered Notes. In addition, under applicable interpretations of the staff of the SEC, our affiliates will not be permitted to exchange their New Notes for Registered Notes in the registered exchange offer.

We will agree to make available, during the period required by the Securities Act, a prospectus meeting the requirements of the Securities Act for use by participating broker-dealers and other persons, if any, with similar prospectus delivery requirements for use in connection with any resale of Registered Notes. New Notes of any series not tendered in the exchange offer will bear interest at the rate set forth on the cover page of this offering memorandum and consent solicitation statement with respect to such series of New Notes and be subject to all the terms and conditions specified in the New Indenture, including transfer restrictions, but will not retain any rights under the registration rights agreement (including with respect to increases in annual interest rate described below) after the completion of the applicable exchange offer. If (i) for any reason the exchange offer is not completed within 365 days after the issue date of the New Notes, or (ii), in certain circumstances, the Dealer Managers so request in connection with any offer or sale of New Notes (a “Shelf Request”), in each case unless we have previously done so, we will use commercially reasonable efforts to file and to have become effective a shelf registration statement relating to resales of such series of New Notes and to keep that shelf registration statement continuously effective until all such notes cease to be “registrable securities” (as defined in the registration rights agreement), including when all notes covered by the shelf registration statement have been sold pursuant to the shelf registration statement. We will, in the event of such a shelf registration, provide to each participating holder of New Notes copies of a prospectus, notify each participating holder of the New Notes when the shelf registration statement has become effective and take certain other actions to permit resales of the New Notes. A holder of registrable securities that sells notes under the shelf registration statement generally will be (i) required to make certain representations to us (as described in the registration rights agreement), (ii) required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, (iii) subject to certain of the civil liability provisions under the Securities Act in connection with those sales and (iv) bound by the provisions of the registration rights agreement that are applicable to such a holder of registrable securities (including certain indemnification obligations). Holders of registrable securities

will also be required to suspend their use of the prospectus included in the shelf registration statement under specified circumstances upon receipt of notice from us.

If a “registration default” (as defined in the registration rights agreement) occurs with respect to New Notes of a particular series that are registrable securities, then additional interest shall accrue on the principal amount of the notes of such series that are registrable securities at a rate of 0.25% per annum for the first 90-day period beginning on the day immediately following such registration default (which rate will be increased by an additional 0.25% per annum for each subsequent 90-day period that such additional interest continues to accrue, provided that the rate at which such additional interest accrues may in no event exceed 0.50% per annum). The additional interest will cease to accrue when the registration default is cured. The foregoing amounts shall not increase, even if more than one registration default has occurred and is continuing. Notwithstanding the foregoing, a holder of New Notes who is not entitled to the benefits of the shelf registration statement shall not be entitled to any increase in the interest rate borne by the New Notes as a result of a registration default that pertains to the shelf registration statement and, if a holder does not provide the information required in connection with the shelf registration statement in a timely manner, and therefore such holder’s Notes are not included in any shelf registration, such holder will not be entitled to receive any additional interest with respect to its New Notes. The interest rate increase is the sole remedy for any default under the registration rights agreement.

A “registration default” occurs with respect to a series of the New Notes if (1) we have not exchanged Registered Notes for all New Notes validly tendered in accordance with the terms of the exchange offer on or prior to the 365th day after the issuance of the New Notes of such series or, if a shelf registration statement is required and has not become effective, on or prior to the 180th day after the later of (i) the 365th day after the issuance of the New Notes of such series and (ii) the date on which we received a Shelf Request or (2) if applicable, a shelf registration statement covering resales of the New Notes of such series has become effective and such shelf registration statement ceases to be effective or the prospectus contained therein ceases to be usable for resales of registrable securities (a) on more than two occasions of at least 30 consecutive days during the required effectiveness period or (b) at any time in any 12-month period during the required effectiveness period and such failure to remain effective or be usable exists for more than 90 days (whether or not consecutive) in any 12-month period. A registration default is cured with respect to a series of New Notes, and additional interest ceases to accrue on any registrable securities of such series of New Notes, when the exchange offer is completed or the shelf registration statement becomes effective, or when the shelf registration statement again becomes effective or the prospectus again becomes usable, as applicable, or when the notes of such series cease to be “registrable securities”.

The registration rights agreement defines “registrable securities” initially to mean the New Notes. Each series of the New Notes will cease to be registrable securities upon the earliest to occur of (1) when a registration statement with respect to such notes has become effective under the Securities Act and such notes have been exchanged or disposed of pursuant to such registration statement; (2) when such notes cease to be outstanding; (3) when such New Notes have been resold pursuant to Rule 144 under the Securities Act (but not Rule 144A) without regard to volume restrictions, *provided* that DuPont shall have removed or caused to be removed any restrictive legend on the New Notes; or (4) except in the case of New Notes with respect to which holders who are eligible to make a Shelf Request, when the applicable exchange offer is consummated in accordance with the terms of the registration rights agreement.

Any amounts of additional interest due will be payable in cash on the same original interest payment dates as interest on the New Notes is payable.



## TRANSFER RESTRICTIONS

The New Notes will be subject to restrictions on transfer as summarized below. By participating in the Exchange Offers, you will be deemed to have made the following acknowledgments, representations to and agreements with DuPont, the Trustee and the Dealer Managers:

1. You acknowledge that:
  - the New Notes have not been registered under the Securities Act or any other securities laws and are being offered for resale in transactions that do not require registration under the Securities Act or any other securities laws; and
  - unless so registered, the New Notes may not be offered, sold or otherwise transferred except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any other applicable securities laws, and in each case in compliance with the conditions for transfer set forth in paragraph 6 below.
2. You acknowledge that this offering memorandum and consent solicitation statement relates to an offering that is exempt from registration under the Securities Act and may not comply in important respects with SEC rules that would apply to an offering document relating to a public offering of securities.
3. You represent that you are not an affiliate (as defined in Rule 144 under the Securities Act) of or acting on behalf of DuPont and that either:
  - you are a qualified institutional buyer (as defined in Rule 144A under the Securities Act) and are purchasing New Notes for your own account or for the account of another qualified institutional buyer, and you are aware that any sale of New Notes to you will be made in reliance on Rule 144A; or
  - you are (i) not a U.S. person (as defined in Regulation S under the Securities Act) or purchasing for the account or benefit of a U.S. person, other than a distributor, and you are purchasing New Notes in an offshore transaction in accordance with Regulation S and (ii) a “non-U.S. qualified offeree”.
4. You acknowledge that neither DuPont, nor the Trustee, nor the Dealer Managers nor any person affiliated with or representing DuPont or the Dealer Managers has made any representation to you with respect to us or the offering of the New Notes, other than the information contained in this offering memorandum and consent solicitation statement. You represent that you are relying only on this offering memorandum and consent solicitation statement in making your investment decision with respect to the New Notes. You agree that you have had access to such financial and other information concerning us and the New Notes as you have deemed necessary in connection with your decision to purchase New Notes, including an opportunity to ask questions of and request information from us.
5. You represent and agree that either (A) you are not, and you will not become (i) an “employee benefit plan” (as defined in section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) that is subject to Title I of ERISA, (ii) a plan described in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the “Code”), including an individual retirement account or other arrangement, (iii) a plan, individual retirement account or other arrangement that is subject to the provisions of any federal, state, local, non-U.S. or other laws, rules or regulations that are similar to such provisions of ERISA and the Code (such laws, collectively, “Similar Laws”) or (iv) an entity whose underlying assets are considered to include the assets of any such plan, account or arrangement described in (i), (ii) or (iii) or (B) the purchase and holding of the New Notes, or interest therein, will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code by reason of an applicable statutory or administrative exemption and will not violate any Similar Laws.
6. You represent that you are purchasing New Notes for your own account, or for one or more investor accounts for which you are acting as a fiduciary or agent, in each case not with a view to, or for offer or sale in connection with, any distribution of the New Notes in violation of the Securities Act, subject to any requirement of law that the disposition of your property or the property of that investor account or accounts

be at all times within your or their control and subject to your or their ability to resell the New Notes pursuant to Rule 144A or any other available exemption from registration under the Securities Act. You agree on your own behalf and on behalf of any investor account for which you are purchasing New Notes, and each subsequent holder of the New Notes by its acceptance of the New Notes will agree, that until the end of the Resale Restriction Period (as defined herein), the New Notes may be offered, sold, pledged or otherwise transferred only:

- (b) to DuPont or any subsidiary thereof;
- (c) pursuant to a registration statement that has been declared effective under the Securities Act;
- (d) for so long as the New Notes are eligible for resale under Rule 144A, to a person the seller reasonably believes is a qualified institutional buyer that is purchasing for its own account or for the account of another qualified institutional buyer to whom notice is given that the transfer is being made in reliance on Rule 144A in a transaction meeting the requirements of Rule 144A;
- (e) through offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act; or
- (f) under any other available exemption from the registration requirements of the Securities Act; subject in each of the above cases to any requirement of law that the disposition of the seller's property or the property of an investor account or accounts be at all times within the seller or account's control and to compliance with any applicable state securities laws or the securities laws of any other applicable jurisdiction.

7. You also acknowledge that:

- the above restrictions on resale will apply from the Settlement Date until the date that is six months (in the case of Rule 144A New Notes) or 40 days (in the case of Regulation S New Notes) after the later of the Settlement Date or any other closing date in respect of a further issuance of New Notes of the same series of the New Notes offered hereby and the last date that DuPont or any of its affiliates was the owner of the New Notes or any predecessor of the New Notes (the "Resale Restriction Period"), and will not apply after the applicable Resale Restriction Period ends;
- DuPont and the Trustee reserve the right to require in connection with any offer, sale or other transfer of New Notes under clauses (d) and (e) above the delivery of an opinion of counsel, certifications and/or other information satisfactory to DuPont and the Trustee; and
- each Rule 144A New Note will contain a legend substantially to the following effect:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS SIX MONTHS AFTER THE LATER OF THE ISSUE DATE HEREOF OR ANY OTHER ISSUE DATE IN RESPECT OF A FURTHER ISSUANCE OF SECURITIES OF THE SAME SERIES AND THE LAST DATE ON WHICH DUPONT DE NEMOURS, INC. OR ANY AFFILIATE OF DUPONT DE NEMOURS, INC. WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO DUPONT DE NEMOURS, INC. OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER

THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO DUPONT DE NEMOURS, INC.’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

- each Regulation S New Note will contain a legend substantially to the following effect:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF OR ANY OTHER ISSUE DATE IN RESPECT OF A FURTHER ISSUANCE OF SECURITIES OF THE SAME SERIES AND THE LAST DATE ON WHICH DUPONT DE NEMOURS, INC. OR ANY AFFILIATE OF DUPONT DE NEMOURS, INC. WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO DUPONT DE NEMOURS, INC. OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM MEETING THE REQUIREMENTS OF RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO DUPONT DE NEMOURS, INC.’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. 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 SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

8. If you are (i) a purchaser in a sale that occurs outside the United States within the meaning of Regulation S, or (ii) a “distributor”, “dealer” or person “receiving a selling concession, fee or other remuneration” in respect of New Notes sold, prior to the expiration of the applicable “distribution compliance period” (as defined herein), you acknowledge that until the expiration of such “distribution compliance period” you shall not make any offer or sale of the New Notes to a U.S. person or for the account or benefit of a U.S. person within the meaning of Rule 902(k) of the Securities Act. The “distribution compliance period” means the 40 day period following the issue date for the New Notes.
9. If you are an initial foreign purchaser, you acknowledge that, until the expiration of the “distribution compliance period” described above, you may not, directly or indirectly, refer, resell, pledge or otherwise transfer a New Note or any interest therein except to a person who certifies in writing to the applicable transfer agent that such transfer satisfies, as applicable, the requirements of the legends described above and that the New Notes will not be accepted for registration of any transfer prior to the end of the applicable “distribution compliance period” unless the transferee has first complied with certification requirements described in this paragraph.
10. You acknowledge that DuPont, the Dealer Managers, the Trustee, their respective affiliates and others will rely upon the truth and accuracy of the above acknowledgments, representations and agreements. You agree that if any of the acknowledgments, representations or agreements you are deemed to have made by your purchase of New Notes is no longer accurate, you will promptly notify DuPont, the Trustee and the Dealer Managers. If you are purchasing any New Notes as a fiduciary or agent for one or more investor accounts, you represent that you have sole investment discretion with respect to each of those accounts and that you have full power to make the above acknowledgments, representations and agreements on behalf of each account.

A TRANSFER OF ANY NEW NOTES BEARING A RESTRICTED LEGEND DURING THE TIME WHEN A REGISTRATION STATEMENT IS EFFECTIVE WITH RESPECT TO SUCH SECURITY MUST BE MADE PURSUANT TO SUCH REGISTRATION STATEMENT, AND THE TRANSFEROR MUST DELIVER TO THE TRUSTEE A CERTIFICATE SET FORTH IN THE INDENTURE AS TO COMPLIANCE WITH CERTAIN CONDITIONS TO TRANSFER.

None of DuPont, the Trustee or the Dealer Managers makes any representation as to the availability of the exemption provided by Rule 144A for resale of the New Notes.

For purposes of the Exchange Offers, “non-U.S. qualified offeree” means:

1. Any person that is located and/or resident in a Member State of the European Economic Area (the “EEA”) and is (x) a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 (as amended, the “Prospectus Regulation”) and (y) not a retail investor. For these purposes, a “retail investor” means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation;
2. Any person that is located and/or resident in the United Kingdom and is:
  - (x) a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of the domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”) (the “UK Prospectus Regulation”);
  - (y) not a retail investor; and
  - (z) an investment professional falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Order”) or a high net worth entity or other person to whom the transaction materials may lawfully be communicated, falling within Article 49(2) (a) to (d) of the Order, and for the purposes of this paragraph (2), a “retail investor” means a person who is one

- (or more) of the following: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the “FSMA”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point 8 of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the United Kingdom by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
3. Any person in Canada which is: (i) resident in Ontario, British Columbia or Alberta, (ii) an accredited investor, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), as applicable, and (iii) is a permitted client as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations; or
  4. Any person outside the United States, the EEA, the United Kingdom and Canada to whom the Exchange Offers may be made in compliance with all other applicable laws and regulations of any applicable jurisdiction.

## **Selling Restrictions**

### ***Prohibition of Sales to EEA Retail Investors***

This offering memorandum and consent solicitation statement has been prepared on the basis that the Exchange Offers and the Consent Solicitations will be made pursuant to an exemption under the Prospectus Regulation from the requirement to produce a prospectus for any offers. Neither the Exchange Offers nor the Consent Solicitations will be made other than to any legal entity which is a qualified investor as defined in Article 2(e) of the Prospectus Regulation. Accordingly, any person making or intending to make any Exchange Offer or Consent Solicitation within the EEA should only do so in circumstances in which no obligation arises for DuPont to produce a prospectus for such offer. DuPont has not authorized, nor does it authorize, the making of the Exchange Offers or the Consent Solicitations through any financial intermediary.

For the purposes of this provision, the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the New Notes to be offered so as to enable an investor to decide to purchase or subscribe for the New Notes.

The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor (an “EEA Retail Investor”) means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “PRIIPs Regulation”) for offering or selling the New Notes or otherwise making them available to an EEA Retail Investor has been prepared and therefore offering or selling the New Notes or otherwise making them available to an EEA Retail Investor may be unlawful under the PRIIPs Regulation. This offering memorandum and consent solicitation statement has been prepared on the basis that any offer of New Notes in any Member State of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of New Notes. This offering memorandum and consent solicitation statement is not a prospectus for the purposes of the Prospectus Regulation.

### ***Prohibition of Sales to United Kingdom Retail Investors***

This offering memorandum and consent solicitation statement has been prepared on the basis that the Exchange Offers and the Consent Solicitations will be made pursuant to an exemption under the UK Prospectus Regulation from the requirement to produce a prospectus for any offers of New Notes. This offering memorandum and consent solicitation statement is not a prospectus for the purposes of the UK Prospectus Regulation. Neither the Exchange Offers nor the Consent Solicitations contemplated by this offering memorandum and consent solicitation statement will be made other than to any legal entity which is a qualified investor as defined in the UK Prospectus

Regulation. Accordingly, any person making or intending to make the Exchange Offers or the Consent Solicitations within the United Kingdom (the “UK”) should only do so in circumstances in which no obligation arises for DuPont to produce a prospectus for such offer. DuPont has not authorized, nor does it authorize, the making of the Exchange Offers or the Consent Solicitations through any financial intermediary.

For the purposes of this provision, the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the New Notes to be offered so as to enable an investor to decide to purchase or subscribe for the New Notes.

The New Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor (a “UK Retail Investor”) means a person who is one (or more) of the following: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “UK PRIIPs Regulation”) for offering or selling the New Notes or otherwise making them available to a UK Retail Investor has been prepared and therefore offering or selling the New Notes or otherwise making them available to a UK Retail Investor may be unlawful under the UK PRIIPs Regulation. This offering memorandum and consent solicitation statement has been prepared on the basis that any offer of New Notes in the UK will be made pursuant to an exemption under the UK Prospectus Regulation from the requirement to publish a prospectus for offers of New Notes.

#### ***Notice to Investors in the United Kingdom***

This offering memorandum and consent solicitation statement and any other material in relation to the Exchange Offers and the Consent Solicitations described herein are only being distributed to and are only directed at (i) persons who are outside the UK, (ii) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the “Order”) or (iii) high net worth entities and other persons to whom they may lawfully be communicated falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”). The Exchange Offers and the Consent Solicitations are only being made to, and the New Notes are only available to, and any solicitation, invitation, offer or agreement to deliver New Notes or consents or subscribe, purchase or otherwise acquire the New Notes, as applicable, will be engaged in only with relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

#### ***Notice to Investors in Canada***

The New Notes may be offered only to investors exchanging, or deemed to be exchanging, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the New Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide an investor with remedies for rescission or damages if this offering memorandum and consent solicitation statement (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the investor within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The investor should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (“NI 33-105”), the Dealer Managers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with the Exchange Offers.

### ***Notice to Residents in Singapore***

This offering memorandum and consent solicitation statement has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, no New Notes will be sold or offered or made the subject of an invitation for subscription or purchase and will not offer or sell the notes or cause the notes to be made the subject of an invitation for subscription or purchase, and have not circulated or distributed, nor will they circulate or distribute, this offering memorandum and consent solicitation statement or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

***Notification under Section 309B(1)(c) of the SFA:*** In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 (the “CMP Regulations 2018”), we have determined, and hereby notify all relevant persons (as defined in Section 309A(1) of the SFA), that the New Notes are “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### ***Notice to Investors in Switzerland***

This offering memorandum and consent solicitation statement is not intended to constitute an offer or solicitation to purchase or invest in the New Notes in Switzerland. The New Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (“FinSA”) and no application has or will be made to admit the New Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this offering memorandum and consent solicitation statement nor any other offering or marketing material relating to the Exchange Offers or the New Notes constitutes a prospectus pursuant to the FinSA, and neither this offering memorandum and consent solicitation statement nor any other offering or marketing material relating to the Exchange Offers or the New Notes may be publicly distributed or otherwise made publicly available in Switzerland.

### ***Notice to Investors in Japan***

The New Notes have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act. Accordingly, none of the New Notes nor any interest therein may be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any “resident” of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time.

### ***Notice to Investors in the Dubai International Financial Centre (“DIFC”)***

This offering memorandum and consent solicitation statement relates to an Exempt Offer in accordance with the Markets Rules 2012 of the Dubai Financial Services Authority (“DFSA”). This offering memorandum and consent solicitation statement is intended for distribution only to persons of a type specified in the Markets Rules 2012 of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has neither approved this offering memorandum and consent solicitation statement nor taken steps to verify the information set forth herein and has no responsibility for this offering memorandum and consent solicitation statement. The New Notes to which this offering memorandum and consent solicitation statement relates may be illiquid and/or subject to restrictions on their resale. Prospective investors exchanging for the New Notes offered hereby should conduct their own due diligence on the New Notes. If you do not understand the contents of this offering memorandum and consent solicitation statement you should consult an authorized financial advisor.

In relation to its use in the DIFC, this offering memorandum and consent solicitation statement is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose. The interests in the New Notes may not be offered or sold directly or indirectly to the public in the DIFC.

***Notice to Investors in Hong Kong***

The New Notes may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32, Laws of Hong Kong) or (ii) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a “prospectus” within the meaning of the Companies Ordinance (Cap. 32, Laws of Hong Kong) and no advertisement, invitation or document relating to the New Notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to New Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.



## U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the U.S. federal income tax considerations generally applicable to U.S. Holders and Non-U.S. Holders (each as defined herein) with respect to the Exchange Offers, the Consent Solicitations and the adoption of the Proposed Amendments. This discussion is based on the Code, U.S. Treasury regulations promulgated thereunder (the “Treasury Regulations”), and judicial and administrative authority, all as in effect as of the date hereof and all of which are subject to change or differing interpretation, possibly with retroactive effect. There can be no assurance that the IRS will not assert, or that a court would not sustain, a position contrary to the tax considerations discussed below.

This discussion is limited to U.S. Holders and Non-U.S. Holders who hold the Existing Notes as capital assets within the meaning of the Code (generally, property held for investment). This discussion does not describe all of the U.S. federal income tax considerations that may be applicable to holders in light of their particular circumstances or holders subject to special treatment under U.S. federal income tax law, such as:

- banks, insurance companies and other financial institutions;
- entities or arrangements that are treated as partnerships for U.S. federal income tax purposes, S corporations or other pass-through entities;
- tax-exempt entities (including private foundations);
- real estate investment trusts;
- regulated investment companies;
- dealers in stocks or securities;
- traders in stocks or securities that elect to use the mark-to-market method of accounting;
- certain former citizens or residents of the United States;
- persons holding Existing Notes as part of a straddle, hedge, constructive sale, conversion or other integrated transaction;
- persons holding directly, indirectly or constructively 10% or more of the combined voting power of all classes of DuPont’s voting stock;
- persons that have a functional currency other than the U.S. dollar; and
- holders that tender their Existing Notes for exchange after the Early Participation Date.

In addition, this discussion does not address any U.S. state or local or non-U.S. tax considerations or any U.S. federal estate, gift, minimum tax or Medicare contribution tax considerations.

For purposes of this discussion, a “U.S. Holder” is a beneficial owner of Existing Notes that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or

- a trust that (i) is subject to the primary supervision of a court within the United States and the control of one or more U.S. persons with respect to all of its substantial decisions or (ii) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

A “Non-U.S. Holder” is a beneficial owner of Existing Notes (other than an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes) that is not a U.S. Holder.

If a partnership (or other entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds the Existing Notes, the U.S. federal income tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. Partners in a partnership holding Existing Notes should consult their tax advisors regarding the tax considerations applicable to them with respect to the Exchange Offers, Consent Solicitations and the adoption of the Proposed Amendments.

**THIS DISCUSSION OF U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. EACH HOLDER SHOULD CONSULT ITS TAX ADVISOR TO DETERMINE THE TAX CONSEQUENCES TO IT OF THE EXCHANGE OFFERS, THE CONSENT SOLICITATIONS AND THE ADOPTION OF THE PROPOSED AMENDMENTS IN LIGHT OF ITS OWN PARTICULAR CIRCUMSTANCES, INCLUDING THE APPLICABILITY OF U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX LAWS.**

## **U.S. Holders**

### ***Tendering U.S. Holders***

Under applicable Treasury Regulations, the exchange or other modification of a debt instrument will constitute an exchange upon which gain or loss may be recognized for U.S. federal income tax purposes if the exchange or other modification is a “significant modification” of the debt instrument, even if no actual exchange of the debt instrument occurs. The exchange or other modification of a debt instrument will generally be considered a “significant modification” and, as a result, will generally be treated as a deemed exchange for U.S. federal income tax purposes if, based on all the facts and circumstances and taking into account all changes (other than certain specified changes) in the terms of the debt instrument collectively, the legal rights or obligations that are altered, and the degree to which they are altered, are “economically significant.”

The Treasury Regulations also provide that the modification of a debt instrument that releases, substitutes, adds or otherwise alters a guarantee on, or other form of credit enhancement, if the modification results in a change in payment expectations. In relevant part, the applicable Treasury Regulations provide that a change in payment expectations occurs as a result of a transaction if there is a substantial impairment of the obligor’s capacity to meet the payment obligations with respect to a debt instrument and that capacity was adequate prior to the modification and is primarily speculative after the modification. We intend to take the position that the exchange of an Existing Note for the corresponding New Note, together with the adoption of the Proposed Amendments, in connection with the Intended Electronics Separation, does not result in a change of payment expectations.

The Treasury Regulations also provide that the modification of a debt instrument that adds, deletes or alters customary accounting or financial covenants is not a significant modification. The Treasury Regulations do not, however, provide rules for determining whether accounting or financial covenants will be considered “customary” for this purpose or examples of such covenants that are considered “customary” for this purpose. We intend to take the position that the changes to the procedures relating to redemptions of New Notes described in the section entitled “Description of the Exchange Offers and Consent Solicitations” constitute the alteration of a customary accounting or financial covenant or are otherwise not economically significant.

The Treasury Regulations further provide that a change in yield of a debt instrument is a “significant modification” if the yield on the modified obligation, computed in the manner described in the Treasury Regulations, varies from the annual yield on the unmodified instrument (determined on the date of the modification) by more than the greater of (i) 1/4 of one percent; or (ii) 5 percent of the annual yield of the unmodified instrument. For purposes of determining the yield of the modified debt instrument, payments (such as the Early Participation Payment) paid to

a beneficial owner as consideration for the modification are taken into account as a reduction of the adjusted issue price of the unmodified debt instrument. The change in yield resulting from receipt of the Early Participation Payment is not expected to give rise to a “significant modification” under the change in yield test described above with respect to any of the Existing Notes. As a result, and based on the foregoing, we intend to take the position that receipt of the Early Participation Payment will not give rise to a “significant modification” of the Existing Notes.

Accordingly, although the matter is not free from doubt, we intend to take the position that the adoption of the Proposed Amendments, the changes to the procedures relating to redemptions of New Notes and/or receipt of the Early Participation Payment, taken together with the exchange of an Existing Note for the corresponding New Note, do not constitute a “significant modification” of the Existing Notes under the applicable Treasury Regulations, and therefore do not result in a deemed exchange of the Existing Notes for U.S. federal income tax purposes. Based on the foregoing and except as described below under “—Receipt of the Early Participation Payment,” U.S. Holders will not recognize any gain or loss with respect to the Existing Notes as a result of the exchange of an Existing Note for the corresponding New Note, together with the adoption of the Proposed Amendments, the changes to the procedures relating to redemptions of New Notes and/or the receipt of the Early Participation Payment, and a U.S. Holder will continue to have the same tax basis, holding period and accrued market discount (if any) with respect to the New Notes as such U.S. Holder had with respect to the corresponding Existing Notes immediately prior to the Exchange Offers. The remainder of this discussion assumes there will be no “significant modification” of the Existing Notes resulting in an exchange of the Existing Notes for U.S. federal income tax purposes.

U.S. Holders should consult their tax advisors regarding the U.S. federal income tax consequences of the Exchange Offers, together with the adoption of the Proposed Amendments, the changes to the procedures relating to redemptions of New Notes and/or the receipt of the Early Participation Payment, to them in light of their particular circumstances.

### ***Receipt of the Early Participation Payment***

The treatment of a U.S. Holder’s receipt of the Early Participation Payment for U.S. federal income tax purposes is uncertain. Nevertheless, we intend to take the position that the Early Participation Payment is treated for U.S. federal income tax purposes as a separate fee paid to a U.S. Holder in consideration for such holder’s consent to the adoption of the Proposed Amendments. Accordingly, the Company believes that a U.S. Holder would generally recognize ordinary income in the amount of the Early Participation Payment received (including the amount of withholding tax and additional amounts, if any), without any reduction of a U.S. Holder’s tax basis in the New Notes

Alternatively, the Early Participation Payment may be treated as a payment on an Existing Note, in which event it would be treated first as a payment of unpaid accrued interest (if any) on the Existing Note, and second as a payment of principal on the Existing Note. The portion of the Early Participation Payment treated as interest would be taxable to a U.S. Holder as ordinary income to the extent not previously included in income under such U.S. Holder’s regular method of accounting. The portion of the Early Participation Payment treated as a payment of principal on the Existing Note would decrease the U.S. Holder’s adjusted tax basis in the New Note, and, if the U.S. Holder acquired the Existing Note with market discount that has not previously been included in the U.S. Holder’s income, could result in ordinary income to such U.S. Holder. Treatment of the Early Participation Payment as a payment on the Existing Note as described in this paragraph may affect the U.S. federal income tax treatment of subsequent payments of stated interest on the New Notes.

The treatment of the Early Participation Payment is not clear and U.S. Holders should consult their tax advisors regarding the U.S. federal income tax consequences to them of the receipt of the Early Participation Payment in light of their particular circumstances.

### **Non-U.S. Holders**

#### ***Tendering Non-U.S. Holders***

As discussed above under “U.S. Holders—Tendering U.S. Holders,” we intend to take the position that the adoption of the Proposed Amendments, the changes to the procedures relating to redemptions of New Notes and/or the receipt of the Early Participation Payment, taken together with the exchange of an Existing Note for the

corresponding New Note, do not constitute a “significant modification” of the Existing Notes under the applicable Treasury Regulations, and therefore do not result in an exchange of the Existing Notes for U.S. federal income tax purposes. As a result and except as described below under “—Receipt of the Early Participation Payment,” Non-U.S. Holders will not recognize any gain or loss with respect to the Existing Notes as a result of the exchange of an Existing Note for the corresponding New Note, together with the adoption of the Proposed Amendments, the changes to the procedures relating to redemptions of New Notes and/or the receipt of the Early Participation Payment, and a Non-U.S. Holder will continue to have the same tax basis, holding period and accrued market discount (if any) with respect to the New Notes as such Non-U.S. Holder had with respect to the corresponding Existing Notes immediately prior to the Exchange Offers.

### ***Receipt of the Early Participation Payment***

As discussed above under “U.S. Holders—Receipt of the Early Participation Payment,” the treatment of the Early Participation Payment for U.S. federal income tax purposes is uncertain, and we intend to take the position that the Early Participation Payment is treated for U.S. federal income tax purposes as a separate fee paid to a Non-U.S. Holder in consideration for such holder’s consent to the adoption of the Proposed Amendments. Accordingly, an applicable withholding agent may treat the Early Participation Payment paid to a Non-U.S. Holder as subject to withholding at a rate of 30% unless an applicable treaty reduces or eliminates the amount of any withholding or the Early Participation Payment otherwise qualifies for an exemption from any applicable withholding, and the Non-U.S. Holder delivers a properly completed and executed IRS Form W-8BEN-E (or other appropriate form) establishing the Non-U.S. Holder’s entitlement to treaty benefits or such other exemption.

The treatment of the Early Participation Payment is not clear and Non-U.S. Holders should consult their tax advisors regarding the U.S. federal income tax consequences to them of the receipt of the Early Participation Payment in light of their particular circumstances.

### **Non-Consenting Holders**

As discussed above, we intend to take the position that the adoption of the Proposed Amendments does not constitute a “significant modification” of the Existing Notes. Accordingly, U.S. Holders and Non-U.S. Holders that do not consent to the adoption of the Proposed Amendments and do not receive the Early Participation Payment would generally not recognize any gain or loss with respect to the Existing Notes as a result of the adoption of the Proposed Amendments and would continue to have the same tax basis, holding period and accrued market discount (if any) with respect to its Existing Notes as such U.S. Holder or Non-U.S. Holder had immediately prior to the adoption of the Proposed Amendments.

Non-consenting U.S. Holders and Non-U.S. Holders should consult their tax advisors regarding the potential tax consequences to them of the adoption of the Proposed Amendments in light of their particular circumstances.

## LEGAL MATTERS

Certain legal matters in connection with the Exchange Offers will be passed upon for DuPont by Skadden, Arps, Slate, Meagher & Flom LLP, New York, New York. Davis Polk & Wardwell LLP, New York, New York will pass upon certain legal matters in connection with the Exchange Offers for the Dealer Managers.

## INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The financial statements incorporated in this offering memorandum and consent solicitation by reference to DuPont de Nemours, Inc.'s Current Report on Form 8-K dated May 2, 2025 and the effectiveness of internal control over financial reporting as of December 31, 2024 have been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report (which contains a paragraph relating to the effectiveness of internal control over financial reporting due to the exclusion of Donatelle Plastics, LLC because it was acquired by the Company in a purchase business combination during 2024) incorporated herein by reference to the Current Report on Form 8-K dated May 2, 2025.

## WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION BY REFERENCE

DuPont files annual, quarterly and current reports, proxy statements and other information with the SEC. These SEC filings are available to the public over the Internet at the SEC's website at *sec.gov*.

The SEC allows DuPont to incorporate by reference information into this offering memorandum and consent solicitation statement, which means that DuPont can disclose important information to you by referring you to another document filed separately with the SEC. Information incorporated by reference is considered a part of this offering memorandum and consent solicitation statement, and later information filed with the SEC prior to the termination of the Exchange Offers and Consent Solicitations will automatically update and, where applicable, modify and supersede previous information contained in documents filed earlier with the SEC or contained or incorporated by reference in this offering memorandum and consent solicitation statement. DuPont incorporates by reference into this offering memorandum and consent solicitation statement the documents listed below and all its future filings made with the SEC under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (excluding, in each case, any information or documents deemed to be furnished and not filed with the SEC except as specifically incorporated by reference in the table below) prior to the termination of the Exchange Offers and Consent Solicitations.

<b>SEC Filings</b>	<b>Period</b>
Annual Report on Form 10-K	For the fiscal year ended December 31, 2024, filed with the SEC on February 14, 2025, as recast in our Form 8-K filed with the SEC on May 2, 2025 (Accession No.: 0001666700-25-000021) (including the information specifically incorporated by reference from our Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 3, 2025)
Quarterly Reports on Form 10-Q	For the quarter ended March 31, 2025, filed with the SEC on May 2, 2025, and for the quarter ended June 30, 2025, filed with the SEC on August 5, 2025
Current Reports on Form 8-K (only to the extent "filed" and not "furnished")	Filed with the SEC on February 21, 2025, March 17, 2025, May 2, 2025 (Accession No.: 0001666700-25-000021), May 28, 2025, August 4, 2025, August 15, 2025 and September 2, 2025 (Accession No.: 0001193125-25-193274)

DuPont will provide without charge to each person, including any beneficial owner, to whom this offering memorandum and consent solicitation statement are delivered, upon his or her written or oral request, a copy of any or all of the documents referred to above, which have been or may be incorporated by reference into this offering memorandum and consent solicitation statement, excluding exhibits to those documents unless they are specifically

incorporated by reference into those documents. You can request these documents by contacting DuPont in writing, by telephone or email at:

DuPont de Nemours, Inc.  
Attention: Investor Relations  
974 Centre Road, Building 730  
Wilmington, Delaware 19805  
(302) 295-5783

You can also access DuPont's SEC filings through the Investor Relations section of its website at [www.dupont.com](http://www.dupont.com). The information on DuPont's website, however, is not incorporated by reference in, and does not form a part of, this offering memorandum and consent solicitation statement.

*The Exchange Agent for the Exchange Offers and Consent Solicitations is:*

**Global Bondholder Services Corporation**

*By Regular, Registered or Certified Mail,  
By Overnight Courier or By Hand*

By Facsimile  
(For Eligible Institutions only)  
(212) 430-3775  
Attention: Corporate Actions

65 Broadway, Suite 404  
New York, New York 10006  
Attention: Corporate Actions

Banks and Brokers Call: (212)  
430-3774  
All Others Call Toll Free: (855)  
654-2015

Any questions or requests for assistance may be directed to Citigroup Global Markets Inc. or the Information Agent at the addresses and telephone numbers set forth below. Requests for additional copies of this offering memorandum and consent solicitation statement may be directed to the Information Agent. Eligible Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offers and Consent Solicitations.

*The Information Agent for the Exchange Offers and Consent Solicitations is:*

**Global Bondholder Services Corporation**

65 Broadway, Suite 404  
New York, New York 10006  
Banks and Brokers Call Collect: (212) 430-3774  
All Others Call Toll-Free: (855) 654-2015  
Email: [contact@gbsc-usa.com](mailto:contact@gbsc-usa.com)

*The Lead Dealer Manager for the Exchange Offers and the Lead Consent Solicitation Agent for the Consent Solicitations is:*

**Citigroup Global Markets Inc.**

388 Greenwich Street, 4<sup>th</sup> Floor  
New York, New York 10013  
Attention: Liability Management Group  
Collect: (212) 723-6106  
Toll-Free: (800) 558-3745

*The Co-Dealer Managers for the Exchange Offers and the Co-Consent Solicitation Agents for the Consent Solicitations are:*

**J.P. Morgan**

**MUFG**

**TD Securities**