

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Form 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2021
or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____
Commission File Number 1-13397

Ingredion Incorporated

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

22-3514823

(I.R.S. Employer Identification Number)

**5 Westbrook Corporate Center
Westchester, Illinois**
(Address of principal executive offices)

60154
(Zip Code)

(708) 551-2600

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$.01 par value per share	INGR	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Class	Outstanding at April 30, 2021
Common Stock, \$.01 par value	66,975,448 shares

INGREDION INCORPORATED
FORM 10-Q
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**Ingredion Incorporated (“Ingredion”)
Condensed Consolidated Statements of (Loss) Income
(Unaudited)**

<u>(in millions, except per share amounts)</u>	Three Months Ended	
	March 31,	
	2021	2020
Net sales	\$ 1,614	\$ 1,543
Cost of sales	1,263	1,220
Gross profit	351	323
Operating expenses	153	154
Other (income) expense, net	(2)	2
Restructuring/impairment charges	370	14
Operating (loss) income	(170)	153
Financing costs, net	19	18
Other, non-operating (income), net	(1)	(1)
(Loss) income before income taxes	(188)	136
Provision for income taxes	55	58
Net (loss) income	(243)	78
Less: Net income attributable to non-controlling interests	3	3
Net (loss) income attributable to Ingredion	\$ (246)	\$ 75
Weighted average common shares outstanding:		
Basic	67.3	67.1
Diluted	67.3	67.8
Earnings per common share of Ingredion:		
Basic	\$ (3.66)	\$ 1.12
Diluted	\$ (3.66)	\$ 1.11

See Notes to Condensed Consolidated Financial Statements

Ingredion Incorporated (“Ingredion”)
Condensed Consolidated Statements of Comprehensive Loss
(Unaudited)

<u>(in millions)</u>	Three Months Ended March 31,	
	2021	2020
Net (loss) income	\$ (243)	\$ 78
Other comprehensive income:		
Gains (losses) on cash flow hedges, net of income tax effect of \$7 and \$12, respectively	22	(34)
(Gains) losses on cash flow hedges reclassified to earnings, net of income tax effect of \$ — and \$2, respectively	(1)	4
Currency translation adjustment	(52)	(134)
Comprehensive loss	(274)	(86)
Less: Comprehensive income attributable to non-controlling interests	5	—
Comprehensive loss attributable to Ingredion	\$ (279)	\$ (86)

See Notes to Condensed Consolidated Financial Statements

**Ingredion Incorporated (“Ingredion”)
Condensed Consolidated Balance Sheets**

(in millions, except share and per share amounts)	March 31, 2021	December 31, 2020
	(Unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	\$ 576	\$ 665
Short-term investments	1	—
Accounts receivable, net	1,025	1,011
Inventories	950	917
Prepaid expenses	58	54
Total current assets	2,610	2,647
Property, plant and equipment, net of accumulated depreciation of \$3,165 and \$3,175, respectively	2,355	2,455
Goodwill	899	902
Other intangible assets, net of accumulated amortization of \$235 and \$229, respectively	437	444
Operating lease assets	182	173
Deferred income tax assets	24	23
Other assets	296	214
Total assets	\$ 6,803	\$ 6,858
Liabilities and equity		
Current liabilities:		
Short-term borrowings	\$ 448	\$ 438
Accounts payable and accrued liabilities	932	1,020
Total current liabilities	1,380	1,458
Non-current liabilities	219	227
Long-term debt	1,749	1,748
Non-current operating lease liabilities	145	136
Deferred income tax liabilities	219	217
Liabilities held for sale	337	—
Total liabilities	4,049	3,786
Share-based payments subject to redemption	21	30
Redeemable non-controlling interests	70	70
Ingredion stockholders' equity:		
Preferred stock — authorized 25,000,000 shares — \$0.01 par value, none issued	—	—
Common stock — authorized 200,000,000 shares — \$0.01 par value, 77,810,875 issued at March 31, 2021 and December 31, 2020, respectively	1	1
Additional paid-in capital	1,155	1,150
Less: Treasury stock (common stock: 10,737,015 and 10,795,346 shares at March 31, 2021 and December 31, 2020, respectively) at cost	(1,022)	(1,024)
Accumulated other comprehensive loss	(1,164)	(1,133)
Retained earnings	3,667	3,957
Total Ingredion stockholders' equity	2,637	2,951
Non-redeemable non-controlling interests	26	21
Total equity	2,663	2,972
Total liabilities and equity	\$ 6,803	\$ 6,858

See Notes to Condensed Consolidated Financial Statements

Ingredion Incorporated (“Ingredion”)
Condensed Consolidated Statements of Equity and Redeemable Equity
(Unaudited)

(in millions)	Total Equity								
	Preferred Stock	Common Stock	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Non-Redeemable Non-Controlling Interests	Share-based Payments Subject to Redemption	Redeemable Non-Controlling Interests
Balance,									
December 31, 2020	\$ —	\$ 1	\$ 1,150	\$(1,024)	\$ (1,133)	\$ 3,957	\$ 21	\$ 30	\$ 70
Net (loss) attributable to Ingredion					(246)				
Net income (loss) attributable to non-controlling interests							4		(1)
Dividends declared						(44)			
Repurchases of common stock, net				(14)					
Share-based compensation, net of issuance			5	16				(9)	
Other comprehensive (loss) income					(31)		1		1
Balance,									
March 31, 2021	\$ —	\$ 1	\$ 1,155	\$(1,022)	\$ (1,164)	\$ 3,667	\$ 26	\$ 21	\$ 70
	Total Equity								
(in millions)	Preferred Stock	Common Stock	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Non-Redeemable Non-Controlling Interests	Share-based Payments Subject to Redemption	Redeemable Non-Controlling Interests
Balance,									
December 31, 2019	\$ —	\$ 1	\$ 1,137	\$(1,040)	\$ (1,158)	\$ 3,780	\$ 21	\$ 31	\$ —
Net income attributable to Ingredion						75			
Net income attributable to non-controlling interests							3		
Dividends declared						(42)			
Share-based compensation, net of issuance			5	12				(8)	
Other comprehensive income (loss)					(164)		(3)		
Balance,									
March 31, 2020	\$ —	\$ 1	\$ 1,142	\$(1,028)	\$ (1,322)	\$ 3,813	\$ 21	\$ 23	\$ —

See Notes to Condensed Consolidated Financial Statements

**Ingredion Incorporated (“Ingredion”)
Condensed Consolidated Statements of Cash Flows
(Unaudited)**

(in millions)	Three Months Ended March 31,	
	2021	2020
Cash provided by operating activities		
Net (loss) income	\$ (243)	\$ 78
Non-cash charges to net (loss) income:		
Depreciation and amortization	52	54
Mechanical stores expense	14	13
Deferred income taxes	(4)	—
Assets held for sale impairment	360	—
Other	7	13
Changes in working capital:		
Accounts receivable and prepaid expenses	(56)	(69)
Inventories	(69)	(33)
Accounts payable and accrued liabilities	(5)	17
Margin accounts	(16)	(20)
Other	(18)	12
Cash provided by operating activities	22	65
Cash used for investing activities		
Capital expenditures and mechanical stores purchases, net of proceeds on disposals	(63)	(98)
Short-term investments	(1)	2
Cash used for investing activities	(64)	(96)
Cash (used for) provided by financing activities		
Proceeds from borrowings	46	405
Payments on debt	(36)	(303)
Repurchases of common stock, net	(14)	—
Issuances of common stock for share-based compensation, net of settlements	7	2
Dividends paid, including to non-controlling interests	(43)	(42)
Cash (used for) provided by financing activities	(40)	62
Effects of foreign exchange rate changes on cash	(7)	(17)
(Decrease) increase in cash and cash equivalents	(89)	14
Cash and cash equivalents, beginning of period	665	264
Cash and cash equivalents, end of period	\$ 576	\$ 278

See Notes to Condensed Consolidated Financial Statements

**INGREDION INCORPORATED (“Ingredion”)
Notes to Condensed Consolidated Financial Statements**

1. Interim Financial Statements

References to the “Company” are to Ingredion Incorporated (“Ingredion”) and its consolidated subsidiaries. These statements should be read in conjunction with the consolidated financial statements and the related notes to those statements contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2020.

The unaudited Condensed Consolidated Financial Statements as of March 31, 2021 and for the three months ended March 31, 2021, and 2020, included herein were prepared by management on the same basis as the Company’s audited Consolidated Financial Statements for the year ended December 31, 2020, and reflect all adjustments (consisting solely of normal recurring items unless otherwise noted) which are, in the opinion of management, necessary for the fair presentation of the Condensed Consolidated Statements of (Loss) Income, Condensed Consolidated Statements of Comprehensive (Loss) Income, Condensed Consolidated Balance Sheets, Condensed Consolidated Statements of Equity and Redeemable Equity, and Condensed Consolidated Statements of Cash Flows. The results for the interim period are not necessarily indicative of the results expected for the full year or any other future period.

2. Summary of Significant Accounting Standards and Policies

For detailed information about the Company’s significant accounting standards and policies, see Note 2 of the Notes to the Consolidated Financial Statements included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2020. There have been no material changes to the Company’s significant accounting standards and policies for the three months ended March 31, 2021.

3. Acquisitions

On July 1, 2020, the Company completed its acquisition of a controlling interest in PureCircle Limited (“PureCircle”). PureCircle is one of the leading producers and innovators of plant-based stevia sweeteners for the global food and beverage industries. To complete the closing, the Company made a total cash payment of \$208 million, net of \$14 million of cash acquired, which it funded from cash on hand. After the closing, the Company owns 75% of PureCircle, with the remaining 25% owned by former PureCircle shareholders. PureCircle is consolidated by Ingredion for financial reporting purposes, with a corresponding redeemable non-controlling interest of \$74 million recorded for the portion not owned by the Company at the time of acquisition. The results of PureCircle are reported on a one-month lag within the Company’s Condensed Consolidated Financial Statements during the integration process of the companies. The results of the acquired operations are included in the Company’s consolidated results from the acquisition date within the Asia-Pacific reportable segment. Pro-forma results of operations for the acquisition have not been presented as the effect of the acquisition would not be material to the Company’s results of operations for any periods presented.

The Company has completed its allocation of the purchase price to the assets acquired and liabilities assumed, except for goodwill, contingent liabilities, and taxes, which are preliminarily recorded based on available information and incorporating management’s best estimates. Contingent liabilities and taxes remain preliminary pending receipt of certain information required to finalize the determination of fair value. The assets acquired and liabilities assumed in the transaction are generally recorded at their estimated acquisition date fair values, while transaction costs associated with the acquisition were expensed as incurred.

Goodwill represents the amount by which the purchase price exceeds the estimated fair value of the net assets acquired. The goodwill results from synergies and other operational benefits expected to be derived from the acquisition. The goodwill related to PureCircle is not tax-deductible due to the structure of the acquisition.

The following table summarizes the preliminary purchase price allocations for the PureCircle acquisition as of March 31, 2021:

<u>(in millions)</u>	<u>PureCircle</u>
Working capital (excluding cash)	\$ 60
Property, plant and equipment	91
Other, net	(22)
Identifiable intangible assets	68
Goodwill	85
Total fair value, net of cash	282
Less: Non-redeemable non-controlling interests	74
Total purchase price, net of cash	\$ 208

The identifiable intangible assets for the acquisition of a controlling interest in PureCircle include customer relationships, tradenames, and proprietary technology. The fair values of these intangible assets were determined to be Level 3 under the fair value hierarchy. Level 3 inputs are unobservable inputs for an asset or liability. Unobservable inputs are used to measure fair value to the extent that observable inputs are not available, thereby allowing for fair value estimates to be made in situations in which there is little, if any, market activity for an asset or liability at the measurement date. For more information on the fair value hierarchy, see Note 6 of the Notes to the Condensed Consolidated Financial Statements.

During the 12 months ended December 31, 2018, the Company entered into an equity method investment with Verdient Foods, Inc. (“Verdient”) by acquiring 20% of its outstanding shares. Verdient is a Canada-based producer of pulse-based protein concentrates and flours from peas, lentils, and fava beans for human food applications. On November 3, 2020, the Company acquired the remaining 80% of the outstanding shares, as well as the leased land and buildings not owned by Verdient. To complete the closing, the Company made a total cash payment of CAD \$33 million (USD \$26 million), which it funded from cash on hand. The results of the acquired operation are included in the Company’s consolidated results from the acquisition date within the North America business segment. A preliminary allocation of the purchase price to the assets acquired and liabilities assumed was made based on available information and incorporating management’s best estimates. The acquisition of Verdient added \$14 million of goodwill and \$15 million of tangible assets as of the acquisition date. Pro-forma results of operations for the acquisition have not been presented as the effect of the acquisition would not be material to the Company’s results of operations for any periods presented.

The Company incurred \$1 million of pre-tax acquisition and integration costs for the three months ended March 31, 2021, associated with the PureCircle acquisition. The Company incurred an insignificant amount of pre-tax acquisition and integration costs for the three months ended March 31, 2020.

4. Revenue Recognition

The Company applies the provisions of ASC 606-10, *Revenue from Contracts with Customers*. The Company recognizes revenue under the core principle to depict the transfer of products to customers in an amount reflecting the consideration the Company expects to receive. In order to achieve that core principle, the Company applies the following five-step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when a performance obligation is satisfied.

The Company identifies customer purchase orders, which in some cases are governed by a master sales agreement, as the contracts with its customers. For each contract, the Company considers the transfer of products, each of which is distinct, to be the identified performance obligation. In determining the transaction price for the performance obligation, the Company evaluates whether the price is subject to adjustment to determine the consideration to which the Company expects to be entitled. The pricing model can be fixed or variable within the contract. The variable pricing model is based on historical commodity pricing and is determinable prior to completion of the performance obligation. Additionally, the Company has certain sales adjustments for volume incentive discounts and other discount arrangements that reduce the transaction price. The reduction of the transaction price is estimated using the expected value method based on an analysis of historical volume incentives or discounts, over a period of time considered adequate to account for current pricing and business trends. Historically, actual volume incentives and discounts relative to those estimated and included when determining the transaction price have not materially differed. Volume incentives and discounts are accrued at the

satisfaction of the performance obligation and accounted for in Accounts payable and accrued liabilities in the Condensed Consolidated Balance Sheets. These amounts were not significant as of March 31, 2021 or December 31, 2020. The product price as specified in the contract, net of any discounts, is considered the standalone selling price as it is an observable input which depicts the price as if sold to a similar customer in similar circumstances. Payment is received shortly after the performance obligation is satisfied; therefore, the Company has elected the practical expedient under ASC 606-10-32-18 to not assess whether a contract has a significant financing component.

Revenue is recognized when the Company's performance obligation is satisfied and control is transferred to the customer, which occurs at a point in time, either upon delivery to an agreed upon location or to the customer. Further, in determining whether control has transferred, the Company considers if there is a present right to payment and legal title, along with risks and rewards of ownership having transferred to the customer.

Shipping and handling activities related to contracts with customers represent fulfillment costs and are recorded in Cost of sales. Taxes assessed by governmental authorities and collected from customers are accounted for on a net basis and excluded from revenues. The Company applies a practical expedient to expense costs to obtain a contract as incurred as most contracts are one year or less. These costs primarily include the Company's internal sales force compensation. Under the terms of these programs, such costs are generally earned and the costs are recognized at the time the revenue is recognized.

From time to time, the Company may enter into long-term contracts with its customers. Historically, the contracts entered into by the Company do not result in significant contract assets or liabilities. Any such arrangements are accounted for in Other assets or Accounts payable and accrued liabilities in the Condensed Consolidated Balance Sheets. There were no significant contract assets or liabilities as of March 31, 2021 or December 31, 2020.

The Company is principally engaged in the production and sale of starches and sweeteners for a wide range of industries, and is managed geographically on a regional basis. The Company's operations are classified into four reportable business segments: North America, South America, Asia-Pacific and Europe, Middle East and Africa ("EMEA"). The nature, amount, timing and uncertainty of the Company's Net sales are managed by the Company primarily based on its geographic segments. Each region's product sales are unique to each region and have unique risks.

(in millions)	Three Months Ended	
	March 31,	
	2021	2020
Net sales to unaffiliated customers:		
North America	\$ 945	\$ 963
South America	273	237
Asia-Pacific	235	189
EMEA	161	154
Total net sales	<u>\$ 1,614</u>	<u>\$ 1,543</u>

5. Restructuring and Impairment Charges

For the three months ended March 31, 2021, the Company recorded \$370 million of pre-tax impairment and restructuring charges. These charges included impairment charges of \$360 million related to held for sale treatment of net assets expected to be contributed to an unconsolidated joint venture in the third quarter of 2021, as described below, and pre-tax restructuring charges of \$10 million primarily related to the Company's Cost Smart program.

For the three months ended March 31, 2020, the Company recorded \$14 million of pre-tax restructuring and impairment charges. These charges included \$9 million of pre-tax restructuring and impairment charges for the Company's Cost Smart Cost of sales program, and \$5 million of pre-tax restructuring and impairment charges for the Company's Cost Smart selling, general, and administrative expense ("SG&A") program.

Impairment Charges

On February 12, 2021, the Company signed an agreement with an affiliate of Grupo Arcor, an Argentine food company, to establish a joint venture to combine manufacturing operations in Argentina in order to sell value-added ingredients to customers in Argentina, Chile and Uruguay. The joint venture will be 51% owned by Grupo Arcor and 49% owned by Ingredion. The joint venture will operate five manufacturing facilities that produce value-added ingredients including glucose syrups, maltose, fructose, starch, and maltodextrins, among others, that are marketed to the food, beverage, pharmaceutical and other industries. The joint venture will be managed by a jointly-appointed team of executives. Subject to the satisfaction of regulatory approvals and other closing conditions, the joint venture transaction is expected to close in the third quarter of 2021.

In connection with its entry into the joint venture agreement, the Company has classified the assets and liabilities to be transferred to the joint venture as held for sale in its Condensed Consolidated Financial Statements during the three months ended March 31, 2021. Accordingly, the Company recorded those assets and liabilities at fair value, less estimated transaction costs, resulting in an impairment charge of \$360 million, of which \$311 million was related to the required valuation allowance of the cumulative translation losses associated with the contributed net assets and \$49 million was related to the write-down of the contributed net assets to the agreed upon fair value. The non-cash impairment charge is subject to finalization based on ending balances and foreign exchange impacts until the transaction closes. The Company recorded the impairment within Restructuring/impairment charges in the Condensed Consolidated Statements of (Loss) Income for the three months ended March 31, 2021. The held for sale assets and liabilities were classified within the Company's South America reportable business segment.

The following table presents the major classes of assets and liabilities classified as held for sale for the joint venture agreement. Assets classified as held for sale are included in Other assets and liabilities held for sale are included in Liabilities held for sale on the Condensed Consolidated Balance Sheets as of March 31, 2021.

(in millions)	March 31, 2021	
Cash and cash equivalents	\$	2
Accounts receivable, net		36
Inventories		26
Prepaid expenses		1
Property, plant and equipment, net		57
Other assets		1
Impairment provision to record at fair value, less cost to sell		(49)
Assets held for sale	\$	74
Accounts payable	\$	22
Accrued liabilities		4
Impairment provision related to cumulative translation losses		311
Liabilities held for sale	\$	337

During the year ended December 31, 2020, the Company identified property, plant and equipment assets within the Stockton, California and Lane Cove, Australia locations that met the held for sale criteria. The Company expects to sell these assets at a fair value equal to or greater than the carrying value and did not record a gain or loss associated with the reclassification of these assets to held for sale. The value of these assets as of March 31, 2021 is \$8 million. The assets are reported within Other assets on the Condensed Consolidated Balance Sheets. A total of \$82 million of assets held for sale, including the held for sale assets described above, were reported within Other assets as of March 31, 2021. During April 2021, the Company completed the sale of the property, plant and equipment held for sale at the Stockton, California location and sold the assets for more than the carrying value.

Restructuring Charges

For the three months ended March 31, 2021, the Company recorded a total of \$10 million of pre-tax restructuring charges. The Company recorded pre-tax restructuring charges of \$5 million for its Cost Smart SG&A program. These costs consist primarily of other costs, including professional services costs.

The Company also recorded \$3 million of pre-tax restructuring charges for its Cost Smart Cost of sales program for the three months ended March 31, 2021. These costs were primarily in the Company's North America segment, of which \$2 million related to the reorganization of North America's supply chain.

For the three months ended March 31, 2021, the Company also recorded \$2 million of pre-tax restructuring charges, consisting of \$1 million of employee severance and \$1 million of other costs, related to the planned joint venture transaction.

For the three months ended March 31, 2020, the Company recorded a total of \$14 million of pre-tax restructuring and impairment charges. The Company recorded \$9 million of pre-tax restructuring charges related to its Cost Smart Cost of sales program. The Company recorded \$5 million of pre-tax restructuring charges in relation to the closure of the Lane Cove, Australia production facility, consisting of \$3 million of asset write-offs, \$1 million of accelerated depreciation, and \$1 million of other costs. The Company also recorded an additional \$4 million of pre-tax restructuring charges, primarily in North America, during the three months ended March 31, 2020. These costs included \$3 million of accelerated depreciation and \$1 million of professional services.

For the three months ended March 31, 2020, the Company also recorded pre-tax restructuring charges of \$5 million for its Cost Smart SG&A program. These costs included \$3 million of other costs, including professional services, and \$2 million of severance. These charges were recorded primarily in the Company's North America operations.

A summary of the Company's employee-related severance accrual as of March 31, 2021 is as follows (in millions):

Balance in severance accrual as of December 31, 2020	\$	12
Joint venture related		1
Payments made to terminated employees		(4)
Balance in severance accrual as of March 31, 2021	\$	<u>9</u>

The entire \$9 million severance accrual as of March 31, 2021 is expected to be paid in the next 12 months.

6. Financial Instruments, Derivatives and Hedging Activities

The Company is exposed to market risk stemming from changes in commodity prices (primarily corn and natural gas), foreign currency exchange rates and interest rates. In the normal course of business, the Company actively manages its exposure to these market risks by entering into various hedging transactions, authorized under established policies that place controls on these activities. These transactions utilize exchange-traded derivatives or over-the-counter derivatives with investment grade counterparties. Derivative financial instruments used by the Company consist of commodity-related futures, options and swap contracts, foreign currency-related forward contracts, interest rate swaps, and treasury locks ("T-Locks").

Commodity price hedging: The Company's principal use of derivative financial instruments is to manage commodity price risk relating to anticipated purchases of corn and natural gas to be used in the manufacturing process, generally over the next 12 to 24 months. The Company maintains a commodity-price risk management strategy that uses derivative instruments to minimize significant, unanticipated earnings fluctuations caused by commodity-price volatility. To manage price risk related to corn purchases primarily in North America, the Company uses corn futures and option contracts that trade on regulated commodity exchanges to lock-in corn costs associated with fixed-priced customer sales contracts. The Company also uses over-the-counter natural gas swaps in North America to hedge a portion of its natural gas usage. These derivative financial instruments limit the impact that volatility resulting from fluctuations in market prices will have on corn and natural gas purchases. The Company's natural gas derivatives and the majority of its corn derivatives have been designated as cash flow hedging instruments.

The Company enters into certain corn derivative instruments that are not designated as hedging instruments as defined by ASC 815, *Derivatives and Hedging*. Therefore, the realized and unrealized gains and losses from these instruments are recognized in cost of sales during each accounting period. These derivative instruments also mitigate commodity price risk related to anticipated purchases of corn.

For commodity hedges designated as cash flow hedges, unrealized gains and losses associated with marking the commodity hedging contracts to market (fair value) are recorded as a component of other comprehensive loss (“OCL”) and included in the equity section of the Condensed Consolidated Balance Sheets as part of Accumulated other comprehensive loss (“AOCL”). These amounts are subsequently reclassified into earnings in the same line item affected by the hedged transaction and in the same period or periods during which the hedged transaction affects earnings, or in the month a hedge is determined to be ineffective. The Company assesses the effectiveness of a commodity hedge contract based on changes in the contract’s fair value. The changes in the market value of such contracts have historically been, and are expected to continue to be, highly effective at offsetting changes in the price of the hedged items. Gains and losses from cash flow hedging instruments reclassified from AOCL to earnings are reported as Cash provided by operating activities on the Condensed Consolidated Statements of Cash Flows.

As of March 31, 2021, the Company had outstanding futures and option contracts that hedged the forecasted purchase of approximately 81 million bushels of corn and outstanding swap and option contracts that hedged the forecasted purchase of approximately 33 million mmbtu’s of natural gas.

Foreign currency hedging: Due to the Company’s global operations, including operations in many emerging markets, the Company is exposed to fluctuations in foreign currency exchange rates. As a result, the Company has exposure to translational foreign-exchange risk when the results of its foreign operations are translated to U.S. dollars and to transactional foreign-exchange risk when transactions not denominated in the functional currency are revalued. The Company’s foreign-exchange risk management strategy uses derivative financial instruments such as foreign currency forward contracts, swaps and options to manage its transactional foreign exchange risk. The Company enters into foreign currency derivative instruments that are designated as both cash flow hedging instruments as well as instruments not designated as hedging instruments as defined by ASC 815, *Derivatives and Hedging*, in order to mitigate transactional foreign-exchange risk. Gains and losses from derivative financial instruments not designated as hedging instruments are marked to market in earnings during each accounting period.

The Company hedges certain assets using foreign currency derivatives not designated as hedging instruments, which had a notional value of \$487 million and \$410 million as of March 31, 2021 and December 31, 2020, respectively. The Company also hedges certain liabilities using foreign currency derivatives not designated as hedging instruments, which had a notional value of \$276 million and \$224 million as of March 31, 2021 and December 31, 2020, respectively.

The Company hedges certain assets using foreign currency cash flow hedging instruments, which had a notional value of \$256 million and \$401 million as of March 31, 2021 and December 31, 2020, respectively. The Company also hedges certain liability positions using foreign currency cash flow hedging instruments, which had a notional value of \$422 million and \$542 million as of March 31, 2021 and December 31, 2020, respectively.

Interest rate hedging: The Company assesses its exposure to variability in interest rates by identifying and monitoring changes in interest rates that may adversely impact future cash flows and the fair value of existing debt instruments, and by evaluating hedging opportunities. The Company’s risk management strategy is to monitor interest rate risk attributable to both the Company’s outstanding and forecasted debt obligations as well as the Company’s offsetting hedge positions. Derivative financial instruments that have been used by the Company to manage its interest rate risk consist of interest rate swaps and T-Locks.

The Company periodically enters into interest rate swaps to hedge its exposure to interest rate changes. The changes in fair value of interest rate swaps designated as hedging instruments that effectively offset the variability in the fair value of outstanding debt obligations are reported in earnings. These amounts offset the gains or losses (the changes in fair value) of the hedged debt instruments that are attributable to changes in interest rates (the hedged risk), which are also recognized in earnings. As of March 31, 2021 and December 31, 2020, the Company did not have any outstanding interest rate swaps. During the year ended December 31, 2020, the Company had an outstanding interest rate swap agreement that converted the interest rates on \$200 million of its \$400 million 4.625% senior notes due November 1, 2020, to variable rates. The Company redeemed these notes in July 2020 and settled the outstanding interest rate swap.

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The Company periodically enters into T-Locks to hedge its exposure to interest rate changes. The T-Locks are designated as hedges of the variability in cash flows associated with future interest payments caused by market fluctuations in the benchmark interest rate until the fixed interest rate is established, and are accounted for as cash flow hedges. Accordingly, changes in the fair value of the T-Locks are recorded to AOCL until the consummation of the underlying debt offering, at which time any realized gain (loss) is amortized to earnings over the life of the debt. The Company did not have outstanding T-locks as of March 31, 2021 or December 31, 2020. T-locks outstanding as of March 31, 2020 were settled during the three months ended June 30, 2020. The corresponding realized loss was recorded in AOCL and is being amortized to earnings over the life of the senior notes sold.

The derivative instruments designated as cash flow hedges included in AOCL as of March 31, 2021 and December 31, 2020 are reflected below:

Derivatives in Cash Flow Hedging Relationships (in millions)	Gains (Losses) included in AOCL	
	March 31, 2021	December 31, 2020
Commodity contracts, net of income tax effect of \$24 and \$16, respectively	\$ 67	\$ 47
Foreign currency contracts, net of income tax effect of \$1 and \$ — , respectively	-	(1)
Interest rate contracts, net of income tax effect of \$1	(4)	(4)
Total	\$ 63	\$ 42

The fair value and balance sheet location of the Company's derivative instruments, presented gross in the Condensed Consolidated Balance Sheets, are reflected below:

Balance Sheet Location	Fair Value of Hedging Instruments as of March 31, 2021					
	Designated Hedging Instruments (in millions)			Non-Designated Hedging Instruments (in millions)		
	Commodity Contracts	Foreign Currency Contracts	Total	Commodity Contracts	Foreign Currency Contracts	Total
Accounts receivable, net	\$ 54	\$ 1	\$ 55	\$ 3	\$ 7	\$ 10
Other assets	1	1	2	—	1	1
Assets	55	2	57	3	8	11
Accounts payable and accrued liabilities	2	4	6	1	10	11
Non-current liabilities	1	—	1	—	1	1
Liabilities	3	4	7	1	11	12
Net (Liabilities)/Assets	\$ 52	\$ (2)	\$ 50	\$ 2	\$ (3)	\$ (1)

Balance Sheet Location	Fair Value of Hedging Instruments as of December 31, 2020					
	Designated Hedging Instruments (in millions)			Non-Designated Hedging Instruments (in millions)		
	Commodity Contracts	Foreign Currency Contracts	Total	Commodity Contracts	Foreign Currency Contracts	Total
Accounts receivable, net	\$ 50	\$ 7	\$ 57	\$ 3	\$ 4	\$ 7
Other assets	4	—	4	—	1	1
Assets	54	7	61	3	5	8
Accounts payable and accrued liabilities	4	12	16	1	8	9
Non-current liabilities	2	—	2	—	2	2
Liabilities	6	12	18	1	10	11
Net (Liabilities)/Assets	\$ 48	\$ (5)	\$ 43	\$ 2	\$ (5)	\$ (3)

Additional information relating to the Company's derivative instruments is presented below:

Derivatives in Cash Flow Hedging Relationships (in millions)	Gains (Losses) Recognized in OCL on Derivatives		Income Statement Location	Gains (Losses) Reclassified from AOCL into Income	
	Three Months Ended March 31,			Three Months Ended March 31,	
	2021	2020		2021	2020
Commodity contracts	\$ 27	\$ (37)	Cost of sales	\$ (1)	\$ 7
Foreign currency contracts	2	(5)	Net sales/Cost of sales	2	(1)
Interest rate contracts	—	(4)	Financing costs, net	—	—
Total	\$ 29	\$ (46)		\$ 1	\$ 6

Derivatives in Fair Value Hedging Relationships (in millions)	Income Statement Location of Derivatives Designated as Hedging Instruments	Gains (Losses) Recognized in Income		Income Statement Location of Hedged Items	Gains (Losses) Recognized in Income	
		Three Months Ended March 31,			Three Months Ended March 31,	
		2021	2020		2021	2020
Interest rate contracts	Financing costs, net	\$ —	\$ 3	Financing costs, net	\$ —	\$ (3)

As of March 31, 2021, AOCL included \$64 million of net gains (net of income taxes of \$23 million) on settled commodities-related derivatives instruments, foreign currency hedges, and T-Locks designated as cash flow hedges that are expected to be reclassified into earnings during the next 12 months.

Fair Value Measurements: Presented below are the fair values of the Company's financial instruments and derivatives as of the dates presented:

(in millions)	As of March 31, 2021				As of December 31, 2020			
	Total	Level 1 (a)	Level 2 (b)	Level 3 (c)	Total	Level 1 (a)	Level 2 (b)	Level 3 (c)
Available for sale securities	\$ 12	\$ 12	\$ —	\$ —	\$ 11	\$ 11	\$ —	\$ —
Derivative assets	68	53	15	—	69	53	16	—
Derivative liabilities	19	2	17	—	29	3	26	—
Long-term debt	1,919	—	1,919	—	1,751	—	1,751	—

- (a) Level 1 inputs consist of quoted prices (unadjusted) in active markets for identical assets or liabilities.
- (b) Level 2 inputs are inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Level 2 inputs are based on quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability or can be derived principally from or corroborated by observable market data.
- (c) Level 3 inputs are unobservable inputs for the asset or liability. Unobservable inputs are used to measure fair value to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

The carrying values of cash equivalents, short-term investments, accounts receivable, accounts payable and short-term borrowings approximate fair values. Commodity futures, options, and swap contracts are recognized at fair value. Foreign currency forward contracts, swaps and options are also recognized at fair value. The fair value of the Company's Long-term debt is estimated based on quotations of major securities dealers who are market makers in the securities. As of March 31, 2021, the carrying value and fair value of the Company's Long-term debt was approximately \$1.7 billion and \$1.9 billion, respectively.

7. Debt

Presented below are the Company's debt carrying amounts, net of related discounts, premiums, and debt issuance costs as of March 31, 2021 and December 31, 2020:

<u>(in millions)</u>	<u>As of</u> <u>March 31, 2021</u>	<u>As of</u> <u>December 31, 2020</u>
2.900% senior notes due June 1, 2030	\$ 594	\$ 594
3.200% senior notes due October 1, 2026	497	497
3.900% senior notes due June 1, 2050	390	390
6.625% senior notes due April 15, 2037	253	253
Revolving credit facility	—	—
Other long-term borrowings	15	14
Total long-term debt	<u>1,749</u>	<u>1,748</u>
Term loan credit agreement due April 12, 2021	—	380
Amended term loan credit agreement due March 15, 2022	380	—
Other short-term borrowings	68	58
Total short-term borrowings	<u>448</u>	<u>438</u>
Total debt	<u>\$ 2,197</u>	<u>\$ 2,186</u>

On March 16, 2021, the Company amended and restated its term loan credit agreement (the "Amended Term Loan Credit Agreement"). The Amended Term Loan Credit Agreement restates the previous agreement by extending the maturity date of the borrowings under the previous agreement until March 15, 2022. No new borrowings under the Amended Term Loan Credit Agreement were incurred in connection with the amendment and restatement. Borrowings under the Amended Term Loan Credit Agreement bear interest at a variable annual rate based on London Interbank Offering Rate ("LIBOR") or a base rate, at the Company's election, subject to the terms and conditions thereof, plus, in each case, an applicable margin. The Amended Term Loan Credit Agreement reduces the applicable interest rate margin for loans accruing interest based on LIBOR from 0.80 percent to 0.75 percent. The Company is required to pay a fee on the unused availability under the Amended Term Loan Credit Agreement. The Amended Term Loan Credit Agreement contains customary representations, warranties, covenants and events of default, including covenants restricting the incurrence of liens, the incurrence of indebtedness by the Company's subsidiaries and certain fundamental changes involving the Company and its subsidiaries, subject to certain exceptions in each case. The Company must also maintain a specified maximum consolidated leverage ratio and a specified minimum consolidated interest coverage ratio. As of March 31, 2021, the Company was in compliance with these financial covenants. The occurrence of an event of default under the Amended Term Loan Credit Agreement could result in all loans and other obligations being declared due and payable and the term loan credit facility being terminated.

Other short-term borrowings as of March 31, 2021 and December 31, 2020, primarily include amounts outstanding under various unsecured local country operating lines of credit.

8. Leases

The Company determines if an arrangement is a lease at inception of the agreement. Operating leases are included in operating lease assets, and current and non-current operating lease liabilities in the Company's Condensed Consolidated Balance Sheets. Lease assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent its obligation to make lease payments arising from the lease. Lease assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As most of the Company's leases do not provide an implicit rate, the Company uses an incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. The operating lease asset value includes in its calculation any prepaid lease payments made and any lease incentives received from the arrangement as a reduction of the asset. The Company's lease terms may include options to extend or terminate the lease, and the impact of these options is included in the lease liability and lease asset calculations when the exercise of the option is at the Company's sole discretion and it is reasonably certain that the Company will exercise that option. The Company will not separate lease and non-lease

components for its leases when it is impracticable to separate the two, such as for leases with variable payment arrangements. Leases with an initial term of 12 months or less are not recorded on the balance sheet.

The Company has operating leases for certain rail cars, office space, warehouses, and machinery and equipment. The commencement date used for the calculation of the lease obligations recorded is the latter of the commencement date of the new standard (January 1, 2019) or the lease start date. Certain of the leases have options to extend the life of the lease, which are included in the liability calculation when the option is at the sole discretion of the Company and it is reasonably certain that the Company will exercise the option. The Company has certain leases that have variable payments based solely on output or usage of the leased asset. These variable operating lease assets are excluded from the Company's balance sheet presentation and expensed as incurred. The Company currently has no finance leases.

Lease expense for lease payments is recognized on a straight-line basis over the lease term. The components of lease expense were as follows for the periods presented:

Lease Cost (in millions)	Three Months Ended March 31,	
	2021	2020
Operating lease cost	\$ 14	\$ 13
Variable operating lease cost	7	8
Short term lease cost	1	1
Lease cost	\$ 22	\$ 22

The following is a reconciliation of future undiscounted cash flows to the operating lease liabilities and the related operating lease assets as presented on the Condensed Consolidated Balance Sheet as of March 31, 2021.

Operating Leases (in millions)	As of March 31, 2021
2021 (Excluding the three months ended March 31, 2021)	\$ 39
2022	45
2023	35
2024	25
2025	17
Thereafter	53
Total future lease payments	214
Less imputed interest	24
Present value of future lease payments	190
Less current lease liabilities	45
Non-current operating lease liabilities	\$ 145
Operating lease assets	\$ 182

Additional information related to the Company's operating leases is listed below.

Other Information (\$ in millions)	Three Months Ended March 31,	
	2021	2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 14	\$ 13
Right-of-use assets obtained in exchange for lease liabilities:		
Operating leases	\$ 21	\$ 8
	As of March 31, 2021	As of December 31, 2020
Weighted average remaining lease term:		
Operating leases	6.3 years	5.5 years
Weighted average discount rate:		
Operating leases	4.6 %	4.9 %

9. Taxes

The Company's effective tax rate for the three months ended March 31, 2021 was (29.3) percent compared to 42.6 percent for the three months ended March 31, 2020. The primary change in the effective tax rate was driven by the \$360 million impairment related to the held for sale treatment of net assets that will be contributed to the joint venture, as described in Note 5 of the Notes to the Condensed Consolidated Financial Statements. There was no corresponding income tax benefit recorded with respect to the impairment. The remaining decrease in the effective income tax rate compared to the three months ended March 31, 2020, was driven by the relatively lower decrease in value of the Mexican peso against the U.S. dollar and a reduction in the Company's U.S. global intangible low-taxed income ("GILTI") recorded in accordance with the applicable final U.S. Treasury regulations. During the three months ended March 31, 2020, the Mexican peso decreased in value against the U.S. dollar by 24 percent, compared to 3 percent during the three months ended March 31, 2021. Because the Company uses the U.S. dollar as the functional currency for its subsidiaries in Mexico, its effective income tax rate is strongly influenced by the remeasurement of the Mexican peso financial statements into U.S. dollars. In addition, the decrease in value of the Mexican peso produced substantial taxable translation gains on net-U.S.-dollar-monetary assets held in Mexico, for which there was no corresponding gain in pre-tax income. These items were partially offset by a change in the mix of earnings and including the consolidation of PureCircle and Verdient from their respective dates, as described in Note 3 of the Notes to the Condensed Consolidated Financial Statements.

10. Net Periodic Pension and Postretirement Benefit Costs

The following table sets forth the components of net periodic benefit cost of the U.S. and non-U.S. defined benefit pension plans for the periods presented:

(in millions)	Three Months Ended March 31,			
	U.S. Plans		Non-U.S. Plans	
	2021	2020	2021	2020
Service cost	\$ 1	\$ 1	\$ 1	\$ 1
Interest cost	2	3	3	3
Expected return on plan assets	(5)	(5)	(2)	(2)
Amortization of actuarial loss	—	—	1	—
Net periodic benefit cost (a)	<u>\$ (2)</u>	<u>\$ (1)</u>	<u>\$ 3</u>	<u>\$ 2</u>

The Company currently anticipates that it will make approximately \$4 million in cash contributions to its pension plans in 2021, consisting of contributions of \$3 million to its non-U.S. pension plans and \$1 million to its U.S. pension plans. For the three months ended March 31, 2021, cash contributions of approximately \$1 million were made to the non-U.S. plans and an insignificant amount to the U.S. plans.

The following table sets forth the components of net postretirement benefit cost for the periods presented:

(in millions)	Three Months Ended March 31,	
	2021	2020
Service cost	\$ —	\$ —
Interest cost	1	1
Amortization of prior service credit	(1)	(1)
Net periodic benefit cost (a)	<u>\$ —</u>	<u>\$ —</u>

(a) The service cost component of net periodic benefit cost is presented within either cost of sales or operating expenses on the Condensed Consolidated Statements of (Loss) Income. The interest cost, expected return on plan assets, amortization of prior service credit, and amortization of actuarial loss components of net periodic benefit cost are presented as other, non-operating income on the Condensed Consolidated Statements of (Loss) Income.

11. Inventories

Inventories are summarized as follows:

(in millions)	As of March 31, 2021	As of December 31, 2020
Finished and in process	\$ 573	\$ 584
Raw materials	283	236
Manufacturing supplies and other	94	97
Total inventories	<u>\$ 950</u>	<u>\$ 917</u>

12. Equity

Treasury stock: On October 22, 2018, the Board of Directors authorized a new stock repurchase program permitting the Company to purchase up to 8 million of its outstanding shares of common stock from November 5, 2018 through December 31, 2023. The parameters of the Company's stock repurchase program are not established solely with reference to the dilutive impact of shares issued under the Company's stock incentive plan. However, the Company expects that, over time, share repurchases will offset the dilutive impact of shares issued under the stock incentive plan.

During the three months ended March 31, 2021, the Company repurchased 158 thousand outstanding shares of common stock in open market transactions at a net cost of \$14 million. During the three months ended March 31, 2020, the Company did not repurchase shares of common stock.

Share-based payments: The following table summarizes the components of the Company's share-based compensation expense for the periods presented:

(in millions)	Three Months Ended March 31,	
	2021	2020
Stock options:		
Pre-tax compensation expense	\$ 1	\$ 1
Income tax benefit	—	—
Stock option expense, net of income taxes	<u>1</u>	<u>1</u>
Restricted stock units ("RSUs"):		
Pre-tax compensation expense	3	3
Income tax benefit	—	(1)
RSUs, net of income taxes	<u>3</u>	<u>2</u>
Performance shares and other share-based awards:		
Pre-tax compensation expense	1	2
Income tax benefit	—	—
Performance shares and other share-based compensation expense, net of income taxes	<u>1</u>	<u>2</u>
Total share-based compensation:		
Pre-tax compensation expense	5	6
Income tax benefit	—	(1)
Total share-based compensation expense, net of income taxes	<u>\$ 5</u>	<u>\$ 5</u>

Stock Options: Under the Company's stock incentive plan, stock options are granted at exercise prices that equal the market value of the underlying common stock on the date of grant. The options have a 10-year term and are exercisable upon vesting, which occurs over a three-year period at the anniversary dates of the date of grant. Compensation expense is generally recognized on a straight-line basis for all awards over the employee's vesting period or over a one-year required service period for certain retirement-eligible executive level employees. The Company estimates a forfeiture rate

at the time of grant and updates the estimate throughout the vesting period of the stock options within the amount of compensation costs recognized in each period.

The Company granted non-qualified options to purchase 358 thousand shares and 336 thousand shares for the three months ended March 31, 2021 and 2020, respectively. The fair value of each option grant for the periods presented was estimated using the Black-Scholes option-pricing model with the following assumptions at the date of grant:

	Three Months Ended March 31,	
	2021	2020
Expected life (in years)	5.5	5.5
Risk-free interest rate	0.6 %	1.4 %
Expected volatility	23.2 %	19.8 %
Expected dividend yield	2.9 %	2.9 %

The expected life of options represents the weighted average period of time that options granted are expected to be outstanding giving consideration to vesting schedules and the Company's historical exercise patterns. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the grant date for the period corresponding to the expected life of the options. Expected volatility is based on historical volatilities of the Company's common stock. Dividend yield is based on current dividend payments at the date of grant.

Stock option activity for the three months ended March 31, 2021 was as follows:

	Number of Options (in thousands)	Weighted Average Exercise Price per Share	Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in millions)
Outstanding as of December 31, 2020	2,238	\$ 86.55	5.15	\$ 14
Granted	358	87.12		
Exercised	(154)	56.35		
Cancelled	(27)	94.39		
Outstanding as of March 31, 2021	<u>2,415</u>	<u>\$ 88.68</u>	<u>5.89</u>	<u>\$ 20</u>
Exercisable as of March 31, 2021	1,775	\$ 88.90	4.66	\$ 19

For the three months ended March 31, 2021, cash received from the exercise of stock options was approximately \$9 million. As of March 31, 2021, the unrecognized compensation cost related to non-vested stock options totaled \$6 million, which is expected to be amortized over the weighted-average period of approximately 1.9 years.

Additional information pertaining to stock option activity is as follows for the periods presented:

(dollars in millions, except per share)	Three Months Ended March 31,	
	2021	2020
Weighted average grant date fair value of stock options granted (per share)	\$ 12.31	\$ 11.48
Total intrinsic value of stock options exercised	\$ 5	\$ 4

Restricted Stock Units: The Company has granted restricted stock units ("RSUs") to certain key employees. The RSUs are primarily subject to cliff vesting, generally after three years, provided the employee remains in the service of the Company. Compensation expense is generally recognized on a straight-line basis for all awards over the employee's vesting period or over a one-year required service period for certain retirement-eligible executive level employees. The Company estimates a forfeiture rate at the time of grant and updates the estimate throughout the vesting period of the RSUs within the amount of compensation costs recognized in each period. The fair value of the RSUs is determined based upon the number of shares granted and the market price of the Company's common stock on the date of the grant.

The following table summarizes RSU activity for the three months ended March 31, 2021:

<u>(RSUs in thousands)</u>	<u>Number of Restricted Shares</u>	<u>Weighted Average Fair Value per Share</u>
Non-vested as of December 31, 2020	418	\$ 96.45
Granted	214	87.25
Vested	(83)	126.67
Cancelled	(12)	91.19
Non-vested as of March 31, 2021	<u>537</u>	<u>\$ 88.28</u>

As of March 31, 2021, the total remaining unrecognized compensation cost related to RSUs was \$30 million, which will be amortized over a weighted average period of approximately 2.2 years.

Performance Shares: The Company has a long-term incentive plan for senior management in the form of performance shares. Historically these performance shares vested based solely on the Company's total shareholder return as compared to the total shareholder return of its peer group over the three-year vesting period. Beginning with the 2019 performance share grants, the vesting of the performance shares is based on two performance metrics. Fifty percent of the performance shares awarded will vest based on the Company's total shareholder return as compared to the total shareholder return of its peer group, and the remaining fifty percent will vest based on the calculation of the Company's three-year average Adjusted Return on Invested Capital ("Adjusted ROIC") against an established Adjusted ROIC target. The 2021 performance shares were granted in two tranches. The first tranche was split evenly between awards based on the Company's total shareholder return and Adjusted ROIC awards. The second tranche of performance share awards will vest 100% based on the calculation of Adjusted ROIC against the target.

For the 2021 performance shares awarded based on the Company's total shareholder return, the number of shares that ultimately vest can range from zero to 200 percent of the awarded grant depending on the Company's total shareholder return as compared to the total shareholder return of its peer group. The share award vesting will be calculated at the end of the three-year period and is subject to approval by management and the Compensation Committee of the Board of Directors. Compensation expense is based on the fair value of the performance shares at the grant date, established using a Monte Carlo simulation model. The total compensation expense for these awards is amortized over a three-year graded vesting schedule.

For the 2021 performance shares awarded based on Adjusted ROIC, the number of shares that ultimately vest can range from zero to 200 percent of the awarded grant depending on the Company's Adjusted ROIC performance against the target. The share award vesting will be calculated at the end of the three-year period and is subject to approval by management and the Compensation Committee. Compensation expense is based on the market price of the Company's common stock on the date of the grant and the final number of shares that ultimately vest. The Company will estimate the potential share vesting at least annually to adjust the compensation expense for these awards over the vesting period to reflect the Company's estimated Adjusted ROIC performance against the target. The total compensation expense for these awards is amortized over a three-year graded vesting schedule.

For the three months ended March 31, 2021, the Company awarded 108 thousand performance shares at a weighted average fair value of \$100.29 per share.

As of March 31, 2021, the unrecognized compensation cost related to these awards was \$12 million, which will be amortized over the remaining requisite service period of 2.5 years.

The 2018 performance share awards vested during the three months ended March 31, 2021, achieving a zero percent payout of the granted performance shares. Additionally, there were 2 thousand performance share cancellations during the three months ended March 31, 2021.

Accumulated Other Comprehensive Loss: The following is a summary of net changes in Accumulated other comprehensive loss by component and net of tax for the three months ended March 31, 2021 and 2020:

<i>(in millions)</i>	Cumulative Translation Adjustment	Hedging Activities	Pension and Postretirement Adjustment	Accumulated Other Comprehensive Loss
Balance, December 31, 2020	\$ (1,114)	\$ 42	\$ (61)	\$ (1,133)
Other comprehensive (loss) gain before reclassification adjustments	(52)	29	—	(23)
(Gain) reclassified from accumulated OCL	—	(1)	—	(1)
Tax (provision)	—	(7)	—	(7)
Net other comprehensive (loss) income	(52)	21	—	(31)
Balance, March 31, 2021	<u>\$ (1,166)</u>	<u>\$ 63</u>	<u>\$ (61)</u>	<u>\$ (1,164)</u>

<i>(in millions)</i>	Cumulative Translation Adjustment	Hedging Activities	Pension and Postretirement Adjustment	Accumulated Other Comprehensive Loss
Balance, December 31, 2019	\$ (1,089)	\$ (9)	\$ (60)	\$ (1,158)
Other comprehensive (loss) before reclassification adjustments	(134)	(46)	—	(180)
Loss reclassified from accumulated OCL	—	6	—	6
Tax benefit	—	10	—	10
Net other comprehensive loss	(134)	(30)	—	(164)
Balance, March 31, 2020	<u>\$ (1,223)</u>	<u>\$ (39)</u>	<u>\$ (60)</u>	<u>\$ (1,322)</u>

Supplemental Information: The following Condensed Consolidated Statements of Equity and Redeemable Equity provide the dividends per share for common stock for the periods presented:

<i>(in millions)</i>	Total Equity								
	Preferred Stock	Common Stock	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Non- Redeemable Non- Controlling Interests	Share-based Payments Subject to Redemption	Redeemable Non- Controlling Interests
Balance, December 31, 2020	\$ —	\$ 1	\$ 1,150	\$ (1,024)	\$ (1,133)	\$ 3,957	\$ 21	\$ 30	\$ 70
Net (loss) attributable to Ingredient						(246)			
Net income attributable to non- controlling interests							4		(1)
Dividends declared, common stock (\$0.64/share)						(44)			
Repurchases of common stock				(14)					
Share-based compensation, net of issuance			5	16				(9)	
Other comprehensive loss					(31)		1		1
Balance, March 31, 2021	<u>\$ —</u>	<u>\$ 1</u>	<u>\$ 1,155</u>	<u>\$ (1,022)</u>	<u>\$ (1,164)</u>	<u>\$ 3,667</u>	<u>\$ 26</u>	<u>\$ 21</u>	<u>\$ 70</u>

(in millions)	Total Equity								
	Preferred Stock	Common Stock	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Non-Controlling Interests	Share-based Payments Subject to Redemption	Redeemable Non-Controlling Interests
Balance, December 31, 2019	\$ —	\$ 1	\$ 1,137	\$ (1,040)	\$ (1,158)	\$ 3,780	\$ 21	\$ 31	\$ —
Net income attributable to Ingredion						75			
Net income attributable to non-controlling interests							3		
Dividends declared, common stock (\$0.63/share)						(42)			
Repurchases of common stock									
Share-based compensation, net of issuance			5	12				(8)	
Other comprehensive loss					(164)		(3)		
Balance, March 31, 2020	\$ —	\$ 1	\$ 1,142	\$ (1,028)	\$ (1,322)	\$ 3,813	\$ 21	\$ 23	\$ —

Supplemental Information: The following table provides the computation of basic and diluted earnings per common share ("EPS") for the periods presented:

(in millions, except per share amounts)	Three Months Ended March 31, 2021			Three Months Ended March 31, 2020		
	Net Income Available to Ingredion	Weighted Average Shares	Per Share Amount	Net Income Available to Ingredion	Weighted Average Shares	Per Share Amount
Basic EPS	\$ (246)	67.3	\$ (3.66)	\$ 75	67.1	\$ 1.12
Effect of Dilutive Securities:						
Incremental shares from assumed exercise of dilutive stock options and vesting of dilutive RSUs and other awards		—			0.7	
Diluted EPS	\$ (246)	67.3	\$ (3.66)	\$ 75	67.8	\$ 1.11

Approximately 2.1 million and 1.5 million share-based awards of common stock were excluded from the calculation of diluted EPS as the impact of their inclusion would have been anti-dilutive for the three months ended March 31, 2021 and 2020, respectively.

13. Segment Information

The Company is principally engaged in the production and sale of starches and sweeteners for a wide range of industries, and is managed geographically on a regional basis. The Company's operations are classified into four reportable business segments: North America, South America, Asia-Pacific, and EMEA. Its North America segment includes businesses in the U.S., Mexico, and Canada. The Company's South America segment includes businesses in Brazil, Colombia, Ecuador, and the Southern Cone of South America, which includes Argentina, Peru, Chile, and Uruguay. Its Asia-Pacific segment includes businesses in South Korea, Thailand, China, Australia, Japan, Indonesia, Singapore, the Philippines, India, Malaysia, New Zealand, and Vietnam. The Company's EMEA segment includes businesses in Pakistan, Germany, the United Kingdom, South Africa, and Kenya. The Company has aggregated the PureCircle operating segment into the Asia-Pacific reportable segment. Net sales by product are not presented because to do so would be impracticable.

Presented below are the Company's net sales to unaffiliated customers by reportable segment for the three months ended March 31, 2021 and 2020.

(in millions)	Three Months Ended	
	March 31,	
	2021	2020
Net sales to unaffiliated customers:		
North America	\$ 945	\$ 963
South America	273	237
Asia-Pacific	235	189
EMEA	161	154
Total net sales	<u>\$ 1,614</u>	<u>\$ 1,543</u>

Presented below is the Company's operating income by reportable segment for the three months ended March 31, 2021, and 2020.

(in millions)	Three Months Ended	
	March 31,	
	2021	2020
Operating income:		
North America	\$ 134	\$ 125
South America	40	26
Asia-Pacific	25	20
EMEA	31	27
Corporate	(29)	(31)
Subtotal	201	167
Acquisition/integration costs	(1)	—
Restructuring/impairment charges	(10)	(14)
Impairment charges related to assets classified as held for sale	(360)	—
Total operating income	<u>\$ (170)</u>	<u>\$ 153</u>

Presented below are the Company's total assets by reportable segment as of March 31, 2021, and December 31, 2020.

(in millions)	As of	As of
	March 31, 2021	December 31, 2020
Assets:		
North America ^(a)	\$ 4,240	\$ 4,231
South America	751	818
Asia-Pacific	1,257	1,255
EMEA	555	554
Total assets	<u>\$ 6,803</u>	<u>\$ 6,858</u>

(a) For purposes of presentation, North America includes Corporate assets.

14. Subsequent Events

On April 1, 2021, the Company acquired KaTech, a privately-held company headquartered in Germany. KaTech provides advanced texture and stabilization solutions to the food and beverage industry. To complete the purchase, the Company made a total cash payment of EUR 36 million (\$42 million), which it funded from cash on hand. KaTech's operational results will be recorded in the EMEA segment.

On May 3, 2021, the Company signed an agreement with Amyris to enter into an exclusive license to sell Amyris, Inc.'s zero-calorie, nature-based, fermented Reb M sweetener. Additionally, the Company will obtain a 31 percent ownership in Amyris, Inc.'s Brazilian manufacturing facility. The transaction is expected to close during the second quarter of 2021.

ITEM 2

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Unless the context indicates otherwise, references to “we,” “us,” “our,” the “Company” and “Ingredion” mean Ingredion Incorporated and its consolidated subsidiaries.

Overview

We are a major supplier of high-quality food and industrial ingredient solutions to customers around the world. As of March 31, 2021, we have 46 manufacturing facilities located in North America, South America, Asia-Pacific and Europe, the Middle East and Africa (“EMEA”), and we manage and operate our businesses at a regional level. We believe this approach provides us with a unique understanding of the cultures and product requirements in each of the geographic markets in which we operate, bringing added value to our customers. Our ingredients are used by customers in the food, beverage, brewing, and animal nutrition industries, among others.

Our strategic growth roadmap is based on five growth platforms and is designed to deliver shareholder value by accelerating customer co-creation and enabling consumer-preferred innovation. Our first platform is starch-based texturizers, the second platform is clean and simple ingredients, the third platform is plant-based proteins, the fourth platform is sugar reduction and specialty sweeteners, and finally, our fifth platform is value-added food systems.

For the three months ended March 31, 2021, operating income, net income and diluted earnings per share decreased from the comparable 2020 period. The decreases for this period were primarily attributable to a \$360 million held for sale impairment charge related to the Arcor joint venture in Argentina discussed below, including the write off of \$311 million of cumulative translation losses.

COVID-19: Our operations in recent periods have been adversely affected by impacts of the coronavirus disease 2019 (“COVID-19”) pandemic. Our global operations expose us to risks associated with public health crises such as COVID-19. Foreign governmental organizations and governmental organizations at the national, state and local levels in the United States have taken various actions to combat the spread of COVID-19, including imposing stay-at-home orders and closing “non-essential” businesses and their operations. As a manufacturer of food ingredients, our operations are considered “essential” under most current COVID-19 government regulations, and our facilities are operating globally. We did not experience any material supply chain interruptions during the three months ended March 31, 2021, and were able to continue to operate and ship products from our global network of manufacturing facilities. We place top priority on our employees’ health and safety and continue to follow the advice and the guidelines of public health authorities for physical distancing and to make available personal protective equipment and sanitization supplies. We continue to monitor COVID-19 infection rates as well as the pace and effectiveness of vaccination rollouts, as the net sales volume is generally correlated with increased consumer activity and availability of food and beverages consumed away from home.

Impairment Charges: On February 12, 2021, we signed an agreement with Grupo Arcor, an Argentine food company, to establish a joint venture to combine manufacturing operations in Argentina in order to sell value-added ingredients to customers in Argentina, Chile and Uruguay. In connection with our entry into the joint venture agreement, we classified the assets and liabilities to be transferred to the joint venture as held for sale in our Condensed Consolidated Financial Statements during the three months ended March 31, 2021. Accordingly, we recorded those assets and liabilities at fair value, less estimated transaction costs, resulting in an impairment charge of \$360 million, of which \$311 million was related to the required valuation allowance of the cumulative translation losses associated with the contributed net assets and \$49 million was related to the write-down of the contributed net assets to the agreed upon fair value. The non-cash impairment charge is subject to finalization based on ending balances and foreign exchange impacts until the transaction closes. We recorded the impairment within Restructuring/impairment charges in the Condensed Consolidated Statements of (Loss) Income for the three months ended March 31, 2021 included in this report. The assets and liabilities held for sale are recorded in our Condensed Consolidated Balance Sheets as of March 31, 2021 included in this report in Other assets and Liabilities held for sale, respectively. The assets and liabilities held for sale were classified under our South America reportable business segment.

Restructuring Charges: In July 2018, we announced a \$125 million savings target for our Cost Smart program, designed to improve profitability, further streamline our global business, and deliver increased value to stockholders. We set Cost Smart savings targets to include an anticipated \$75 million in Cost of sales savings, including freight, and \$50

million in anticipated SG&A savings by year-end 2021. Since the program's inception, we have periodically updated our savings targets and we now expect to deliver \$170 million in total savings by year-end 2021.

Our Cost Smart program and other initiatives have resulted in restructuring charges. For the three months ended March 31, 2021, we recorded a total of \$8 million of pre-tax restructuring charges related to these programs, a decrease of \$6 million from the restructuring charges recorded during the three months ended March 31, 2020. We recorded \$5 million of restructuring charges related for our Cost Smart SG&A program, primarily related to professional service costs in North America during the three months ended March 31, 2021, and \$3 million of restructuring charges for our Cost Smart Cost of sales program, primarily related to the reorganization of North America's supply chain during the three months ended March 31, 2021.

Liquidity and Capital Resources: Our cash provided by operating activities decreased to \$22 million for the three months ended March 31, 2021, from \$65 million for the prior year, primarily due to changes in our working capital. Our cash used for investing activities decreased to \$64 million for the three months ended March 31, 2021, from \$96 million for the prior year, primarily as a result of the timing of capital expenditures and mechanical stores purchases. Our cash used for financing activities was \$40 million during the three months ended March 31, 2021, compared to cash provided by financing activities of \$62 million in the prior year. This decrease was mainly driven by lower net borrowings during the current period, as well as the repurchase of 158 thousand outstanding shares of common stock at a net cost of \$14 million during the period.

Results of Operations

We have significant operations in four reporting segments: North America, South America, Asia-Pacific and EMEA. For most of our foreign subsidiaries, the local foreign currency is the functional currency. Accordingly, revenues and expenses denominated in the functional currencies of these subsidiaries are translated into U.S. dollars at the applicable average exchange rates for the period. Fluctuations in foreign currency exchange rates affect the U.S. dollar amounts of our foreign subsidiaries' revenues and expenses. The impact of foreign currency translation to the reporting currency, where significant, is provided below.

We acquired a controlling interest in PureCircle on July 1, 2020 and Verdient on November 3, 2020. The results of the acquired businesses are included in our consolidated financial results from the respective acquisition dates. While we identify the effects of the acquisitions, our discussion below also addresses results of operations excluding the impact of the acquisitions and the results of the acquired businesses, where appropriate, to provide a more comparable analysis.

**For the Three Months Ended March 31, 2021
With Comparatives for the Three Months Ended March 31, 2020**

(in millions)	Three Months Ended March 31,		Favorable (Unfavorable)	Favorable (Unfavorable)
	2021	2020	Variance	Percentage
Net sales	\$ 1,614	\$ 1,543	\$ 71	5 %
Cost of sales	1,263	1,220	(43)	(4)%
Gross profit	351	323	28	9 %
Operating expenses	153	154	1	1 %
Other (income) expense, net	(2)	2	4	200 %
Restructuring/impairment charges	370	14	(356)	(2,543)%
Operating (loss) income	(170)	153	(323)	(211)%
Financing costs, net	19	18	(1)	(6)%
Other, non-operating (income), net	(1)	(1)	—	— %
(Loss) income before income taxes	(188)	136	(324)	(238)%
Provision for income taxes	55	58	3	5 %
Net (loss) income	(243)	78	(321)	(412)%
Less: Net income attributable to non-controlling interests	3	3	—	— %
Net (loss) income attributable to Ingredion	<u>\$ (246)</u>	<u>\$ 75</u>	<u>\$ (321)</u>	<u>(428)%</u>

Net income attributable to Ingredion. Net income attributable to Ingredion for the three months ended March 31, 2021, decreased by 428 percent to \$(246) million from \$75 million for the three months ended March 31, 2020. The decrease in net income was largely attributable to an impairment charge taken for the held for sale treatment of certain net assets that will be contributed to the Arcor joint venture in Argentina as described in Note 5 of the Notes to the Consolidated Financial Statements included in this report. The effect of this charge was partially offset by favorable price mix in South America and net corn costs in North America.

Net sales. Net sales increased \$71 million or 5 percent for the three months ended March 31, 2021 as compared to the three months ended March 31, 2020. The increase was driven by price mix, including the pass through of higher corn costs, the inclusion of PureCircle results, and specialty volume growth in Asia-Pacific.

Cost of sales. Cost of sales for the three months ended March 31, 2021 increased by \$43 million or 4 percent as compared to the three months ended March 31, 2020. Our gross profit margin increased by 1 percent, from 21 percent for the three months ended March 31, 2020 to 22 percent for the three months ended March 31, 2021. The increase in gross profit margin was mainly attributable to favorable price and product mix.

Operating expenses. Our operating expenses decreased 1 percent to \$153 million for the three months ended March 31, 2021 as compared to \$154 million for the three months ended March 31, 2020. Operating expenses, as a percentage of net sales, were 10 percent for the three months ended March 31, 2021 and the three months ended March 31, 2020.

Financing costs, net. Financing costs for the three months ended March 31, 2021 increased to \$19 million from \$18 million for the three months ended March 31, 2020. The increase was driven primarily by lower capitalized interest on capital projects for the three months ended March 31, 2021.

Provision for income taxes. Our effective tax rate for the three months ended March 31, 2021 was (29.3) percent compared to 42.6 percent for the three months ended March 31, 2020. The change in the effective tax rate was driven by the \$360 million impairment related to the held for sale treatment of net assets that will be contributed to the Arcor joint venture in Argentina. There was no corresponding income tax benefit recorded with respect to the impairment. Without the impairment recorded the effective tax rate for the three months ended March 31, 2021 would have been 32.0 percent. The decrease in the effective income tax rate compared to the three months ended March 31, 2020, was driven by the

relatively lower decrease in value of the Mexican peso against the U.S. dollar and a reduction in the Company’s U.S. global intangible low-taxed income (“GILTI”) recorded in accordance with the applicable final U.S. Treasury regulations. During the three months ended March 31, 2020, the Mexican peso decreased in value against the U.S. dollar by 24 percent, compared to 3 percent during the three months ended March 31, 2021. Because the Company uses the U.S. dollar as the functional currency for its subsidiaries in Mexico, its effective income tax rate is strongly influenced by the remeasurement of the Mexican peso financial statements into U.S. dollars. In addition, the decrease in value of the Mexican peso produced substantial taxable translation gains on net-U.S.-dollar-monetary assets held in Mexico, for which there was no corresponding gain in pre-tax income. These items were partially offset by a change in the mix of earnings and inclusion of the consolidation of PureCircle and Verdient from their respective dates, as described in Note 3 of the Notes to the Condensed Consolidated Financial Statements included in this report.

Segment Results

North America

(in millions)	Three Months Ended March 31,		Favorable	Favorable
	2021	2020	(Unfavorable)	(Unfavorable)
			Variance	Percentage
Net sales to unaffiliated customers	\$ 945	\$ 963	\$ (18)	(2)%
Operating income	134	125	9	7 %

Net sales. Our decrease in net sales of 2 percent for the three months ended March 31, 2021, as compared to the three months ended March 31, 2020, was driven by a 6 percent reduction in volume, which was partially offset by a 3 percent increase in price mix and 1 percent increase in foreign exchange.

Operating income. Our operating income increased by \$9 million for the three months ended March 31, 2021, as compared to the three months ended March 31, 2020. The increase was driven by lower net corn costs and favorable price mix.

South America

(in millions)	Three Months Ended March 31,		Favorable	Favorable
	2021	2020	(Unfavorable)	(Unfavorable)
			Variance	Percentage
Net sales to unaffiliated customers	\$ 273	\$ 237	\$ 36	15 %
Operating income	40	26	14	54 %

Net sales. Our net sales increased 15 percent for the three months ended March 31, 2021, as compared to the three months ended March 31, 2020, primarily due to an 20 percent increase in favorable price mix and 4 percent increase in volumes, partially offset by unfavorable foreign exchange impact of 9 percent.

Operating income. Our increase in operating income of \$14 million for the three months ended March 31, 2021, as compared to the three months ended March 31, 2020, was primarily due to strong price mix and favorable net corn costs.

Asia-Pacific

(in millions)	Three Months Ended March 31,		Favorable	Favorable
	2021	2020	(Unfavorable)	(Unfavorable)
			Variance	Percentage
Net sales to unaffiliated customers	\$ 235	\$ 189	\$ 46	24 %
Operating income	25	20	5	25 %

Net sales. Our net sales increased 24 percent for the three months ended March 31, 2021, as compared to the three months ended March 31, 2020. 12 percent of the increase was due to the inclusion of PureCircle results in the 2021 period. In addition, there was a 6 percent increase in volumes and foreign exchange was 6 percent favorable.

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Operating income. Our operating income increased by \$5 million for the three months ended March 31, 2021, as compared to the three months ended March 31, 2020. The increase was driven by the recovery of South Korea and China from prior year pandemic impacts.

EMEA

<u>(in millions)</u>	<u>Three Months Ended March 31,</u>		<u>Favorable</u>	<u>Favorable</u>
	<u>2021</u>	<u>2020</u>	<u>(Unfavorable)</u>	<u>(Unfavorable)</u>
			<u>Variance</u>	<u>Percentage</u>
Net sales to unaffiliated customers	\$ 161	\$ 154	\$ 7	5 %
Operating income	31	27	4	15 %

Net sales. Our net sales increased by 5 percent for the three months ended March 31, 2021, as compared to the three months ended March 31, 2020, primarily driven by favorable foreign exchange of 5 percent and favorable price mix of 3 percent. These items were partially offset by a 3 percent decrease in volume.

Operating income. Our operating income increased \$4 million for the three months ended March 31, 2021, as compared to the March 31, 2020. The increase was largely attributable to favorable price mix and lower raw material costs in Pakistan.

Liquidity and Capital Resources

Cash provided by operating activities for the three months ended March 31, 2021 was \$22 million, as compared to \$65 million for the three months ended March 31, 2020. The decrease in operating cash flow was primarily driven by our changes in working capital. Cash used for investing activities for the three months ended March 31, 2021 was \$64 million, as compared to \$96 million for the three months ended March 31, 2020. The change was driven by the timing of capital expenditures and mechanical stores purchases, which totaled \$63 million for the three months ended March 31, 2021, compared to \$98 million for the three months ended March 31, 2020.

As of March 31, 2021, our total debt consists of the following:

<u>(in millions)</u>	
2.900% senior notes due June 1, 2030	\$ 594
3.200% senior notes due October 1, 2026	497
3.900% senior notes due June 1, 2050	390
6.625% senior notes due April 15, 2037	253
Revolving credit facility	—
Other long-term borrowings	15
Total long-term debt	1,749
Amended term loan credit agreement due March 15, 2022	380
Other short-term borrowings	68
Total short-term borrowings	448
Total debt	\$ 2,197

During the first quarter ended March 31, 2021, we amended and restated our term loan credit agreement (the “Amended Term Loan Credit Agreement”). The Amended Term Loan Credit Agreement restates the previous agreement by extending the maturity date of the borrowings under the previous agreement until March 15, 2022. No new borrowings under the Amended Term Loan Credit Agreement were incurred in connection with the amendment and restatement. Borrowings under the Amended Term Loan Credit Agreement bear interest at a variable annual rate based on London Interbank Offering Rate (“LIBOR”) or a base rate, at our election, subject to the terms and conditions thereof, plus, in each case, an applicable margin. The Amended Term Loan Credit Agreement reduces the applicable interest rate margin for loans accruing interest based on LIBOR from 0.80 percent to 0.75 percent. The Company is required to pay a fee on the unused availability under the Amended Term Loan Credit Agreement. The Amended Term Loan Credit Agreement contains customary representations, warranties, covenants and events of default, including covenants restricting the incurrence of liens, the incurrence of indebtedness by our subsidiaries and certain fundamental changes involving us and our subsidiaries, subject to certain exceptions in each case. We must also maintain a specified maximum consolidated leverage ratio and a specified minimum consolidated interest coverage ratio. As of March 31, 2021, we were in compliance

with these financial covenants. The occurrence of an event of default under the Amended Term Loan Credit Agreement could result in all loans and other obligations being declared due and payable and the term loan credit facility being terminated.

As of March 31, 2021, in addition to approximately \$1.0 billion of borrowing availability under our revolving credit facility, we have approximately \$736 million of unused operating lines of credit in the various foreign countries in which we operate.

The weighted average interest rate on our total indebtedness was approximately 3.4 percent for the three months ended March 31, 2021, compared to 3.9 percent for the three months ended March 31, 2020.

On March 16, 2021, our Board of Directors declared a quarterly cash dividend of \$0.64 per share of common stock. This dividend was paid on April 26, 2021, to stockholders of record at the close of business on April 1, 2021. Additionally, during the first quarter of 2021, we repurchased 158 thousand outstanding shares of common stock in open market transactions at a net cost of \$14 million.

We have not provided foreign withholding taxes, state income taxes, and federal and state taxes or foreign currency gains/losses on accumulated undistributed earnings of certain foreign subsidiaries because these earnings are considered to be permanently reinvested. It is not practicable to determine the amount of the unrecognized deferred tax liability related to the undistributed earnings. We do not anticipate the need to repatriate funds to the U.S. to satisfy domestic liquidity needs arising in the ordinary course of business, including liquidity needs associated with our domestic debt service requirements. Approximately \$444 million of the total \$577 million of cash and cash equivalents and short-term investments at March 31, 2021 was held by our operations outside of the U.S.

We expect that available cash balances and borrowings expected to be available under the revolving credit facility, together with cash generated from operations and our access to debt markets, will be sufficient to meet our operating and other cash needs for at least the next twelve months.

Hedging and Financial Risk

Hedging: We are exposed to market risk stemming from changes in commodity prices (primarily corn and natural gas), foreign-currency exchange rates, and interest rates. In the normal course of business, we actively manage our exposure to these market risks by entering into various hedging transactions, authorized under established policies that place controls on these activities. These transactions utilize exchange-traded derivatives or over-the-counter derivatives with investment grade counterparties. Our hedging transactions may include, but are not limited to, a variety of derivative financial instruments such as commodity-related futures, options and swap contracts, forward currency-related contracts and options, interest rate swap agreements, and Treasury lock agreements (“T-Locks”). See Note 6 of the Notes to the Condensed Consolidated Financial Statements included in this report for additional information.

Commodity Price Risk: Our principal use of derivative financial instruments is to manage commodity price risk in North America relating to anticipated purchases of corn and natural gas to be used in our manufacturing process. We periodically enter into futures, options and swap contracts for a portion of our anticipated corn and natural gas usage, generally over the following 12 to 24 months, in order to hedge price risk associated with fluctuations in market prices. Unrealized gains and losses associated with marking our commodities-based cash flow hedge derivative instruments to market are recorded as a component of other comprehensive loss (“OCL”). As of March 31, 2021, our Accumulated other comprehensive loss account (“AOCL”) included \$67 million of net gains (net of income tax expense of \$24 million) related to these derivative instruments. It is anticipated that \$67 million of net gains (net of income tax expense of \$24 million) will be reclassified into earnings during the next 12 months. We expect the net gains to be offset by changes in the underlying commodities costs.

Foreign-Currency Exchange Risk: Due to our global operations, including operations in many emerging markets, we are exposed to fluctuations in foreign-currency exchange rates. As a result, we have exposure to translational foreign-exchange risk when our foreign operations' results are translated to U.S. dollars and to transactional foreign-exchange risk when transactions not denominated in the functional currency of the operating unit are revalued into U.S. dollars. We primarily use derivative financial instruments such as foreign-currency forward contracts, swaps and options to manage our foreign currency transactional exchange risk. We enter into foreign-currency derivative instruments that are designated as both cash flow hedging instruments as well as instruments not designated as hedging instruments as defined by Accounting Standards Codification 815, *Derivatives and Hedging*. As of March 31, 2021, we had foreign currency derivatives not designated as hedging instruments hedging certain asset and liability positions with aggregate notional amounts of \$487 million and \$276 million, respectively.

As of March 31, 2021, we had foreign currency derivatives designated as cash flow hedging instruments hedging certain asset and liability positions with aggregate notional amounts of \$256 million and \$422 million, respectively. The amount included in AOCI relating to these hedges at March 31, 2021, was an insignificant amount of net losses (net of income tax benefit of \$1 million). It is anticipated that \$2 million of net losses (net of income tax benefit of \$1 million) will be reclassified into earnings during the next 12 months.

Interest Rate Risk: We occasionally use interest rate swaps and T-Locks to hedge our exposure to interest rate changes, to reduce the volatility of our financing costs, or to achieve a desired proportion of fixed versus floating rate debt, based on current and projected market conditions. We did not have outstanding T-Locks as of March 31, 2021.

As of March 31, 2021, AOCL included \$4 million of net losses (net of an income tax benefit of \$1 million) related to previously settled T-Locks. Once T-Locks are settled, deferred losses are amortized to financing costs over the terms of the senior notes with which they are associated. It is anticipated that \$1 million of net losses (net of an insignificant amount of taxes) will be reclassified into earnings during the next 12 months.

As of March 31, 2021, we did not have any interest rate swap agreements. As of March 31, 2020, we had an interest rate swap that effectively converted the interest rates on \$200 million of our \$400 million of 4.625% senior notes due November 1, 2020, to variable rates, which was paid in July 2020. This swap agreement called for us to receive interest at the fixed coupon rate of the notes and to pay interest at a variable rate based on the six-month U.S. dollar LIBOR plus a spread. As of March 31, 2020, we designated this interest rate swap agreement as a hedge of the changes in fair value of the underlying debt obligation attributable to changes in interest rates and accounted for it as a fair value hedge. The fair value of the interest rate swap agreement as of March 31, 2020 was a \$4 million gain, and was reflected in the Condensed Consolidated Balance Sheets within Other assets, with an offsetting amount recorded in Long-term debt to adjust the carrying amount of the hedged debt obligations.

Critical Accounting Policies and Estimates

Our critical accounting policies and estimates are described in Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended December 31, 2020. There have been no other changes to our critical accounting policies and estimates during the three months ended March 31, 2021.

FORWARD-LOOKING STATEMENTS

This Form 10-Q contains or may contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. The Company intends these forward-looking statements to be covered by the safe harbor provisions for such statements.

Forward-looking statements include, among others, any statements regarding the Company's future prospects or financial condition, earnings, revenues, tax rates, capital expenditures, cash flows, expenses or other financial items, any statements concerning the Company's prospects or future operations, including management's plans or strategies and objectives therefor, and any assumptions, expectations or beliefs underlying the foregoing.

These statements can sometimes be identified by the use of forward-looking words such as "may," "will," "should," "anticipate," "assume," "believe," "plan," "project," "estimate," "expect," "intend," "continue," "pro forma," "forecast," "outlook," "propels," "opportunities," "potential," "provisional," or other similar expressions or the negative thereof. All statements other than statements of historical facts in this report or referred to in or incorporated by reference into this report are "forward-looking statements."

These statements are based on current circumstances or expectations, but are subject to certain inherent risks and uncertainties, many of which are difficult to predict and beyond our control. Although we believe our expectations reflected in these forward-looking statements are based on reasonable assumptions, investors are cautioned that no assurance can be given that our expectations will prove correct.

Actual results and developments may differ materially from the expectations expressed in or implied by these statements, based on various factors, including the impact of COVID-19 on the demand for our products and our financial results; changing consumption preferences relating to high fructose corn syrup and other products we make; the effects of global economic conditions and the general political, economic, business, and market conditions that affect customers and consumers in the various geographic regions and countries in which we buy our raw materials or manufacture or sell our products, including, particularly, economic, currency, and political conditions in South America and economic and political conditions in Europe, and the impact these factors may have on our sales volumes, the pricing of our products and our ability to collect our receivables from customers; future financial performance of major industries which we serve and from which we derive a significant portion of our sales, including, without limitation, the food, beverage, animal nutrition, and brewing industries; the uncertainty of acceptance of products developed through genetic modification and biotechnology; our ability to develop or acquire new products and services at rates or of qualities sufficient to gain market acceptance; increased competitive and/or customer pressure in the corn-refining industry and related industries, including with respect to the markets and prices for our primary products and our co-products, particularly corn oil; the availability of raw materials, including potato starch, tapioca, gum Arabic, and the specific varieties of corn upon which some of our products are based, and our ability to pass along potential increases in the cost of corn or other raw materials to customers; energy costs and availability, including energy issues in Pakistan; our ability to contain costs, achieve budgets, and realize expected synergies, including with respect to our ability to complete planned maintenance and investment projects on time and on budget and realize expected savings under our Cost Smart program as well as with respect to freight and shipping costs; the behavior of financial and capital markets, including with respect to foreign currency fluctuations, fluctuations in interest and exchange rates and market volatility and the associated risks of hedging against such fluctuations; our ability to successfully identify and complete acquisitions or strategic alliances on favorable terms as well as our ability to successfully integrate acquired businesses or implement and maintain strategic alliances and achieve anticipated synergies with respect to all of the foregoing; operating difficulties at our manufacturing facilities; the impact of impairment charges on our goodwill or long-lived assets; changes in our tax rates or exposure to additional income tax liability; our ability to maintain satisfactory labor relations; the impact on our business of natural disasters, war, or similar acts of hostility, threats or acts of terrorism, the outbreak or continuation of pandemics such as COVID-19, or the occurrence of other significant events beyond our control; changes in government policy, law, or regulation and costs of legal compliance, including compliance with environmental regulation; potential effects of climate change; security breaches with respect to information technology systems, processes, and sites; our ability to raise funds at reasonable rates and other factors affecting our access to sufficient funds for future growth and expansion; volatility in the stock market and other factors that could adversely affect our stock price; risks affecting the continuation of our dividend policy; and our ability to remediate in a timely manner a material weakness in our internal control over financial reporting.

Our forward-looking statements speak only as of the date on which they are made and we do not undertake any obligation to update any forward-looking statement to reflect events or circumstances after the date of the statement as a result of new information or future events or developments. If we do update or correct one or more of these statements, investors and others should not conclude that we will make additional updates or corrections. For a further description of these and other risks, see “Risk Factors” and other information included in our Annual Report on Form 10-K for the year ended December 31, 2020 and in our subsequent reports on Forms 10-Q and 8-K.

ITEM 3
QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

See the discussion set forth in Part II, Item 7A. Quantitative and Qualitative Disclosures About Market Risk at pages 55 to 56 in our Annual Report on Form 10-K for the year ended December 31, 2020 for a discussion of the manner in which we address risks with respect to interest rates, raw material and energy costs and foreign currencies. There have been no material changes in the information provided with respect to those disclosures during the first quarter of 2021. For additional information, also see “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Hedging and Financial Risk” in this report.

ITEM 4
CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, including our Chief Executive Officer and our Chief Financial Officer, performed an evaluation of the effectiveness of our disclosure controls and procedures as of March 31, 2021. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that as a result of the material weakness in our internal control over financial reporting described below, Ingredion’s disclosure controls and procedures were not effective as of March 31, 2021.

Changes in Internal Control Over Financial Reporting

During the three months ended March 31, 2021, our management continued updating certain internal controls and supporting processes to address the material weakness in our internal control over financial reporting described in our Annual Report on Form 10-K for the year ended December 31, 2020 related to ineffective information technology general controls (“ITGCs”) related to user access over certain information technology (“IT”) systems. These control deficiencies were the result of insufficient development of IT personnel as the control owners did not adequately understand the control objectives or the design of the control activity, as well as the result of ineffective timely communication of the control objective to these IT personnel by management. To date, management has provided enhanced control training for ITGC owners, and we have designed and are in process of implementing our improved documentation of the user access review that more clearly communicates the control objective and management’s documentation requirements. We expect remediation of this material weakness will be completed by the end of the third quarter of 2021.

We acquired PureCircle and Verdient in the third and fourth quarters of 2020, respectively, and are currently in the process of evaluating and integrating the acquired operations, processes and internal controls. See Note 3 of the Notes to the Condensed Consolidated Financial Statements included in this report for additional information regarding the acquisitions.

Other than as described above, there were no changes to our internal control over financial reporting that occurred during the three months ended March 31, 2021 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II OTHER INFORMATION

ITEM 1 LEGAL PROCEEDINGS

In 2015 and 2016, the Company self-reported certain monitoring and recordkeeping issues relating to environmental regulatory matters involving its Indianapolis, Indiana manufacturing facility. In September 2017, following inspections and the provision by the Company of requested information to the U.S. Environmental Protection Agency (the "EPA"), the EPA issued the Company a Notice of Violation, which included additional alleged violations beyond those self-reported by the Company. These additional alleged violations primarily relate to the results of stack testing at the facility. The allegations in the Notice of Violation, whether from the self-reported information, the inspections or the additional requested information, are not material to us. The EPA has referred the overall matter to the U.S. Department of Justice, Environment and Natural Resources Division (the "DOJ"). The DOJ and the Company are engaged in discussions with respect to a resolution of this matter.

We are currently subject to claims and suits arising in the ordinary course of business, including those relating to labor matters, certain environmental proceedings, and commercial claims. We also routinely receive inquiries from regulators and other government authorities relating to various aspects of our business, including with respect to compliance with laws and regulations relating to the environment, and at any given time, we have matters at various stages of resolution with the applicable governmental authorities. The outcomes of these matters are not within our complete control and may not be known for prolonged periods of time. We do not believe that the results of currently known legal proceedings and inquiries will be material to us. There can be no assurance, however, that such claims, suits or investigations or those arising in the future, whether taken individually or in the aggregate, will not have a material adverse effect on our financial condition or results of operations.

ITEM 2 UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities:

The following table presents information regarding our repurchase of shares of our common stock during the three months ended March 31, 2021.

(shares in thousands)	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet be Purchased Under the Plans or Programs at End of Period
January 1 – January 31, 2021	—	—	—	5,855 shares
February 1 – February 28, 2021	—	—	—	5,855 shares
March 1 – March 31, 2021	158,065	89.59	158,065	5,697 shares
Total	158,065	89.59	158,065	

On October 22, 2018, the Board of Directors authorized a stock repurchase program permitting us to purchase up to an additional 8.0 million shares of our outstanding common stock from November 5, 2018, through December 31, 2023. As of March 31, 2021, we have 5.7 million shares available for repurchase under the stock repurchase program.

**ITEM 6
EXHIBITS**

a) Exhibits

Exhibits required by Item 601 of Regulation S-K are listed in the Exhibit Index below.

EXHIBIT INDEX

Number	Description of Exhibit
10.1	Second Amended and Restated Term Loan Credit Agreement, dated as of March 16, 2021, among Ingredion Incorporated, as Borrower, the Lenders party thereto and Bank of America, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K dated March 18, 2021, filed on March 18, 2021 (File No. 1-13397)).
10.2*†	Form of Performance Share Award Agreement for use in connection with awards under the Stock Incentive Plan.
10.3*†	Form of Restricted Stock Units Award Agreement for use in connection with awards under the Stock Incentive Plan.
31.1†	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2†	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1††	Certification of Chief Executive Officer pursuant to Rule 13a-14(b) or Rule 15d-14(b) under the Securities Exchange Act of 1934 and Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2††	Certification of Chief Financial Officer pursuant to Rule 13a-14(b) or Rule 15d-14(b) under the Securities Exchange Act of 1934 and Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes Oxley Act of 2002.
101.INS†	XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).
101.SCH†	Inline XBRL Taxonomy Extension Schema Document.
101.CAL†	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF†	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB†	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE†	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104†	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document, which is contained in Exhibit 101).

† Filed with this report.

†† Furnished with this report.

* Management contract or compensatory plan or arrangement to be filed as an exhibit to this form pursuant to Item 6 of this report.

SIGNATURES

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

INGREDION INCORPORATED

DATE: May 7, 2021

By /s/ James D. Gray
James D. Gray
Executive Vice President and Chief Financial Officer

Ingredion Incorporated
Stock Incentive Plan
2021 Performance Share Award Agreement

Ingredion Incorporated (the “Company”) has granted you an award of Performance Shares (the “Award”) under the Ingredion Incorporated Stock Incentive Plan (the “Plan”). This Award represents the right to receive shares of Company Common Stock in the future. The grant date of the Award and the number of Performance Shares covered by this Award are set forth in the document you have received entitled “Notice of Grant of Performance Shares.” The Notice of Grant of Performance Shares and this Performance Shares Award Agreement collectively constitute the Agreement relating to the Award. This Award Agreement and the Plan together govern your rights under the Award and the Plan and set forth all of the conditions and limitations affecting such rights.

Capitalized terms used in this Award Agreement shall have the meanings ascribed to them in the Plan or in this Award Agreement. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, except as otherwise expressly provided in the Plan, the Plan’s terms shall supersede and replace the conflicting terms of this Award Agreement.

Overview of Your Grant

1. **Performance Period.** The Performance Period commences on January 1, 2021, and ends on December 31, 2023.
2. **Grant Date.** March 16, 2021.
3. **Value of Performance Shares.** Each Performance Share shall represent and have a value equal to one share of Common Stock as detailed herein.
4. **Achievement of Return on Invested Capital.**
 - (a) Performance Shares to be earned under this Agreement shall be based upon the achievement of the Company’s three-year average annual Return on Invested Capital (“ROIC”) goal as approved by the Committee for the Performance Period (such Performance Shares, the “ROIC Shares”), based on the following chart:

Return on Invested Capital

Payout Level	Average ROIC Goal	Percent of ROIC Shares Earned
Maximum	11.5% or more	200%
Target	10.0%	100%
Threshold	8.0%	50%
Below Threshold	Less than 8.0%	0%

Linear interpolation shall be used to determine the percent of ROIC Shares earned in the event the Company’s three-year average annual ROIC does not fall directly on one of the average ROIC goal percentages listed in the above chart.

- (b) For this purpose, ROIC shall be determined as follows:

$$\text{ROIC} = \frac{\text{Net Operating Profit after Taxes}}{\text{Average Net Debt + Equity}}$$



(c) **Adjusted ROIC:** Notwithstanding (a) and (b) above, in the event of any Company acquisition where the acquired company has Revenues greater than \$300 million (USD equivalent), ROIC shall be additionally adjusted for the impact of the acquisition on Operating Income and Total Net Debt plus Equity. Such adjustment shall be calculated for the year of the acquisition and the following year.

5. **Termination Provisions.** Except as provided below, the Participant shall be eligible for payment of awarded Performance Shares, as determined in Sections 4 and 5, only if the Participant's employment with the Company continues through the end of the Performance Period.

If the Participant's employment with the Company terminates after the first year and prior to the end of the Performance Period by reason of (i) death, (ii) retirement on or after (a) age 65, (b) age 62 with a minimum of 5 years of continuous employment or service with the Company or (c) age 55 with a minimum of 10 years of continuous employment or service with the Company or (iii) the occurrence of such Participant's Disability Date, subject to the Committee's approval, a pro-rated payment will be provided at the end of the Performance Period of all or any portion of the Award which would have been paid to such Participant for such Performance Period, based on the attainment of actual performance results.

Upon termination of employment prior to the end of the Performance Period under any other circumstances, the Committee, in its sole discretion and taking into consideration the performance of the Participant and the performance of the Company during the Performance Period, may authorize the payment to the Participant (or his legal representative) at the end of the Performance Period of all or any portion of the Award which would have been paid to the Participant for such Performance Period, based on the attainment of actual performance results..

If the Participant's employment with the Company terminates for any other reason prior to the end of the Performance Period, then the award which is subject to such Performance Period on the effective date of the Participant's termination of employment shall, except as otherwise authorized by the Committee pursuant to the preceding paragraph, be forfeited to and cancelled by the Company.

6. **Dividends.** The Participant shall have no right to any dividends which may be paid with respect to shares of Common Stock until any such shares are paid to the Participant following the completion of the Performance Period.

7. **Form and Timing of Payment of Performance Shares.**

- (a) Except as provided in Section 6, the payment of the Award shall be made to the Participant no later than two and one-half months after the end of the Performance Period. Payment of the Performance Shares awarded shall be made subject to the following:
- (i) The Participant shall have no rights with respect to the Award until such Award shall be paid to such Participant.
 - (ii) If the Committee determines, in its sole discretion, that the Participant at any time has willfully engaged in any activity that the Committee, in its sole discretion, determines was or is harmful to the Company, any unpaid Award will be forfeited by the Participant.
- (b) Performance Shares awarded, if any, will be paid out only in shares of Common Stock. Notwithstanding the foregoing, if the Participant is resident or employed outside of the United States, the Company may, in its sole discretion, settle the Award in the form of a cash payment, to the extent settlement in shares of
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Common Stock: (i) is prohibited under local law; (ii) would require the Participant, the Company and/or its Subsidiaries or affiliates to obtain the approval of any governmental and/or regulatory body in the Participant's country of residence (or country of employment, if different); (iii) would result in adverse tax consequences for the Participant or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Performance Shares in the form of shares of Common Stock but require the Participant to sell such shares immediately or within a specified period following the Participant's termination of employment (in which case, this Agreement shall give the Company the authority to issue sales instructions on the Participant's behalf).

(c) Subject to the terms of the Ingredion Incorporated Supplemental Executive Retirement Plan, the Participant may defer receipt of all or any portion of the Performance Shares awarded hereunder, upon such terms and conditions stated in the deferral election form prescribed by the Company, by filing such written election with the Senior Vice President of Human Resources of the Company no later than six months prior to the termination of the Performance Period, provided such election is made in a manner which complies with the requirements of Code Section 409A and/or other applicable laws. Deferrals may only be made into the Ingredion Incorporated phantom unit investment option under the Ingredion Incorporated Supplemental Executive Retirement Plan or a successor to that investment option.

8. **Nontransferability.** Performance Shares may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Further, the Participant's rights under the Plan shall be exercisable during the Participant's lifetime only by the Participant or the Participant's legal representative.

9. **Income Tax and Social Insurance Contribution Withholding.** Prior to the issuance or delivery of any shares of Common Stock in settlement of the Performance Shares, the Company or the Subsidiary or affiliate that employs the Participant (the "Employer") (if applicable) shall have the right to require the Participant to pay any U.S. Federal, state, local or other taxes (including non-U.S. taxes, social insurance, payroll tax, payment on account or other tax-related withholding) ("Tax-Related Items") which may be required to be withheld or paid in connection with the Performance Shares. Such obligation shall be satisfied either:

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(a) by the Company by withholding whole shares of Common Stock which would otherwise be delivered to the Participant, having an aggregate Fair Market Value determined as of the date the obligation to withhold or pay taxes arises in connection with the Performance Shares (the "Tax Date"), or by the Company or Employer withholding an amount of cash which would otherwise be payable to the Participant, in the amount necessary to satisfy any such obligation; or

(b) by the Participant by any of the following means: (A) a cash payment to the Company or the Employer in the amount necessary to satisfy any such obligation, (B) delivery (either actual delivery or by attestation procedures established by the Company) to the Company of shares of Common Stock having an aggregate Fair Market Value, determined as of the Tax Date, equal to the amount necessary to satisfy any such obligation, (C) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered having an aggregate Fair Market Value, determined as of the Tax Date, or withhold an amount of cash which would otherwise be payable to the Participant, equal to the amount necessary to satisfy any such obligation, or (D) any combination of (A), (B) and (C).

Any fraction of a share of Common Stock which would be required to satisfy such an obligation shall be disregarded and the Participant shall pay the remaining amount in cash.

Regardless of any action the Company or the Employer (if applicable) takes with respect to any or all Tax-Related Items, the Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items

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legally due by the Participant is and remains the Participant's responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award or the shares of Common Stock issued upon settlement of the Award, and (ii) do not commit to structure the terms of the Award (or any aspect of the Performance Shares) to reduce or eliminate the Participant's liability for Tax-Related Items.

- 10. Participant Data Privacy.** The Participant hereby explicitly and unambiguously consents to the collection, use, processing and transfer, in electronic or other form, of the Participant's personal data as described in this document by and among, as applicable, the Company, its affiliates and its Subsidiaries for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

The Participant understands that the Company (and/or the Employer, if applicable) holds certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, date of birth, email address, family size, marital status, sex, beneficiary information, emergency contacts, passport/visa information, age, language skills, driver's license information, nationality, C.V. (or resume), wage history, employment references, social insurance number, residence registration number or other identification number, salary, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax-related information, plan or benefit enrollment forms and elections, option or benefit statements, any shares of stock or directorships in the company, details of all options or any other entitlements to shares of stock awarded, canceled, purchased, vested, unvested or outstanding for purpose of managing and administering the Plan ("Data").

The Participant understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan including, but not limited to, the affiliates of the Company and/or Morgan Stanley Smith Barney LLC, or any successor. These third-party recipients may be located in the Participant's country or elsewhere, and the recipient's country may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting Corporate Human Resources.

The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Participant may elect to deposit any shares of Common Stock acquired. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan.

The Participant understands that the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Corporate Human Resources.

The Participant understands, however, that refusing or withdrawing the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact Corporate Human Resources.

Finally, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering the Participant's participation in the Plan in compliance with the data privacy laws in the Participant's country, either now or in the future. The Participant understands and agrees that he or she will be

unable to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.

11. **Administration.** This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant. Any inconsistency between the Agreement and the Plan shall be resolved in favor of the Plan.

12. **Clawback Policy.** This Agreement and the Performance Shares are subject to the Company's Policy on Recoupment of Incentive Compensation and any similar policy or policies that have been or may be adopted by the Company.

13. **Miscellaneous.**

- (a) *Change in Control.* Notwithstanding the effect that Section 5.8(a)(1) of the Plan would otherwise have, unless otherwise determined by the Committee, in the event of a Change in Control pursuant to Section 5.8(b)(3) or (4) of the Plan in connection with which the holders of Common Stock receive shares of common stock that are registered under Section 12 of the Exchange Act (and, for the avoidance of doubt, not in the event of a Change in Control to which Section 5.8(a)(2) of the Plan applies), the Performance Period will be deemed to have lapsed, the Performance Measures shall be deemed satisfied at the target level, the Performance Shares will be considered earned and the Target Performance Share Award amount will be paid out in accordance with the Plan as a result of such Change in Control upon the earlier to occur of (i) your continued employment or service through (i) the last day of the Performance Period, and (ii) the termination of your employment with the Company or any of its Subsidiaries or affiliates for Good Reason, or the termination of your employment by the Company or any of its Subsidiaries or affiliates without Cause, within two years following such Change in Control (the "Protection Period"). Such deemed earned Performance Shares shall be paid out as soon as practicable following the last day of the Performance Period or your termination of employment following such Change in Control. In the event of such Change in Control pursuant to Section 5.8(b)(3) or (4) of the Plan in connection with which the holders of Common Stock receive shares of common stock that are registered under Section 12 of the Exchange Act, there shall be substituted for each share of Common Stock relating to the Performance Shares the number, type and class of shares into which each outstanding share of Common Stock shall be converted pursuant to such Change in Control.

For purposes of the foregoing, "Good Reason" shall mean:

- (i) There has occurred a material reduction by the Company, a Subsidiary or affiliate in your base salary in effect immediately before the beginning of the Protection Period or as increased from time to time thereafter;
- (ii) The Company, a Subsidiary or affiliate, without your written consent, has required you to be relocated anywhere in excess of thirty-five (35) miles from your office location immediately before the beginning of the Protection Period, except for required travel on the business of the Company, a Subsidiary or affiliate to an extent substantially consistent with your business travel obligations immediately before the beginning of the Protection Period; or
-

- (iii) The Company or a Subsidiary has reduced in any manner which you reasonably consider important your title, job authorities or responsibilities immediately before the beginning of the Protection Period.

You may exercise your right to terminate your employment for Good Reason by giving the Company a written notice of termination specifying in reasonable detail the circumstances constituting such Good Reason. However, the Company shall have thirty (30) days to “cure,” such that the circumstances constituting such Good Reason are eliminated. Your employment shall terminate at the end of such thirty (30)-day period only if the Company has failed to cure such circumstances constituting the Good Reason. Your termination of employment within a Protection Period shall be for Good Reason if one of the occurrences specified in this Section 14 shall have occurred (and subject to the cure provision of the immediately preceding paragraph), notwithstanding that you may have other reasons for terminating employment, including employment by another employer which you desire to accept.

- (b) *Continuation of Employment.* The selection of any employee for participation in the Plan and this Agreement shall not give such Participant any right to be retained in the employ of the Company or the Employer (as the case may be). The right and power of the Company and/or the Employer to dismiss or discharge the Participant is specifically reserved. The Participant or any person claiming under or through the Participant shall not have any right or interest in the Plan or any Award thereunder, unless and until all terms, conditions and provisions of the Plan that affect the Participant have been complied with as specified herein.
- (c) *Nature of the Award.* In accepting the Award, the Participant acknowledges that: (1) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, suspended or terminated by the Company at any time, as provided in the Plan and this Agreement; (2) the grant of the Performance Shares is voluntary and occasional and does not create any contractual or other right to receive future grants of Performance Shares, or benefits in lieu of Performance Shares, even if Performance Shares have been granted repeatedly in the past; (3) all decisions with respect to future grants, if any, will be at the sole discretion of the Company; (4) the Participant’s participation in the Plan is voluntary; (5) the Performance Shares and any shares of Common Stock subject to the Performance Shares are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (6) the grant of Performance Shares is provided for future services to the Company and its affiliates and is not under any circumstances to be considered compensation for past services; (7) in the event that the Participant is an employee of an affiliate or Subsidiary of the Company, the grant will not be interpreted to form an employment contract or relationship with the Company or an employment contract with the affiliate or Subsidiary that is the Participant’s employer; (8) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty; (9) no claim or entitlement to compensation or damages arises from forfeiture or termination of the Performance Shares or diminution in value of the Performance Shares or the shares of Common Stock, and the Participant irrevocably releases the Company, its affiliates and/or its Subsidiaries from any such claim that may arise; (10) in the event of involuntary termination of the Participant’s employment, the Participant’s right to receive Performance Shares and/or shares of Common Stock under the Plan, if any, will terminate in accordance with the terms of the Plan and will not be extended by any notice period mandated under local law; furthermore, the Participant’s right to earn the Performance Shares after such termination of employment, if any, will be measured by the date of termination of the Participant’s active employment and will not be extended by any notice period mandated under local law; and (11) if the Participant is resident or employed outside the United States, neither the

Company nor any of its Subsidiaries or affiliates shall be liable for any change in the value of the Performance Shares, the amount realized upon settlement of the Performance Shares or the amount realized upon a subsequent sale of any shares of Common Stock, resulting from any fluctuation of the United States Dollar/local currency exchange rate.

- (d) *Application of the Law.* This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
 - (e) *Amendments to Conform to Law.* Notwithstanding any other provision of this Agreement or the Plan to the contrary, the Board may amend the Plan or this Agreement, to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of conforming the Plan or Agreement to any present or future law relating to plans of this or similar nature (including, but not limited to, Code Section 409A), and to the administrative regulations and rulings promulgated thereunder.
 - (f) *Right to Amend or Terminate Agreement.* With the approval of the Board, the Committee may terminate, amend, or modify this Agreement; provided, however, that no such termination, amendment, or modification of this Agreement may in any way adversely affect the Participant's rights under this Agreement without the Participant's written consent.
 - (g) *Governing Law.* To the extent not preempted by U.S. federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof.
 - (h) *Severability.* The invalidity or unenforceability of any provision of the Plan or this Agreement will not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement will be severable and enforceable to the extent permitted by law.
 - (j) *Waiver.* The Participant understands that the waiver by the Company with respect to the Participant's compliance with any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach of such party of a provision of this Award Agreement.
 - (j) *Not a Public Offering in Non-U.S. Jurisdictions.* If the Participant is resident or employed outside of the United States, neither the grant of the Performance Shares under the Plan nor the issuance of the underlying shares of Common Stock is intended to be a public offering of securities in the Participant's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings to the local securities authorities in jurisdictions outside of the United States unless otherwise required under local law. No employee of the Company is permitted to advise the Participant on whether he or she should accept a grant of Performance Shares under the Plan or provide the Participant with any legal, tax or financial advice with respect to the grant of Performance Shares. Before deciding to accept the grant of Performance Shares, the Participant should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan or the disposition of them. Further, the Participant should carefully review all of the materials related to the Performance Shares and the Plan, and the Participant should consult with his or her personal legal, tax and financial advisors for professional advice in relation to the Participant's personal circumstances.
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- (k) *Insider Trading/Market Abuse Laws.* The Participant acknowledges that, depending on the Participant's or his or her broker's country of residence or where the shares of Common Stock are listed, the Participant may be subject to insider trading restrictions and/or market abuse laws that may affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock or rights linked to the value of shares of Common Stock during such times the Participant is considered to have "inside information" regarding the Company as defined in the laws or regulations in the Participant's country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before he or she possessed inside information. Furthermore, the Participant could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis), and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy. The Participant acknowledges that it is his or her responsibility to comply with any restrictions and the Participant is advised to speak to his or her personal advisor on this matter.
- (l) *Compliance with Local Law.* If the Participant is resident or employed outside of the United States, as a condition to the grant of the Award, the Participant agrees to repatriate all payments attributable to the shares of Common Stock and/or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in the Participant's country of residence (and country of employment, if different). In addition, the Participant agrees to take any and all actions, and consents to any and all actions taken by the Company and the Company's Subsidiaries and affiliates, as may be required to allow the Company and the Company's Subsidiaries and affiliates to comply with local laws, rules and regulations in the Participant's country of residence (and country of employment, if different). Finally, the Participant agrees to take any and all actions as may be required to comply with the Participant's personal legal and tax obligations under local laws, rules and regulations in the Participant's country of residence (and country of employment, if different).
- (m) *Electronic Delivery.* The Company may, in its sole discretion, decide to deliver any documents related to the Performance Shares or other awards granted to the Participant under the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.
- (n) *English Language.* If the Participant is resident and/or employed outside of the United States, the Participant acknowledges and agrees that it is the Participant's express intent that the Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Performance Shares, be drawn up in English. If the Participant has received the Agreement, the Plan or any other documents related to the Performance Shares translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.
- (o) *Addendum to Agreement.* Notwithstanding any provision of this Agreement to the contrary, the Performance Shares shall be subject to such special terms and conditions for the Participant's country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). Further, if the Participant transfers residence and/or employment to another country reflected in the Addendum, the special terms and conditions for such country will apply to the
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Participant to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable to comply with local laws, rules and/or regulations or to facilitate the operation and administration of the Performance Shares and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Participant's transfer). The Addendum shall constitute part of this Agreement.

- (p) *Additional Requirements.* The Company reserves the right to impose other requirements on the Performance Shares, any shares of Common Stock acquired pursuant to the Performance Shares, and the Participant's participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law or to facilitate the administration of the Plan. Such requirements may include (but are not limited to) requiring the Participant to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

Ingredient Incorporated

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Ingredion Incorporated
Addendum to the Award Agreement

In addition to the terms of the Plan and the Award Agreement, the Award is subject to the following additional terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Plan and the Award Agreement.

If you transfer your residence and/or employment to another country reflected in an Addendum, the additional terms and conditions for such country (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. The Company may also establish additional terms and conditions as may be necessary or advisable to accommodate your transfer.

EUROPEAN UNION (“EU”) / EUROPEAN ECONOMIC AREA (“EEA”)

Data Privacy. If you reside and/or perform services in the EU/EEA, the Data Privacy section of the Award Agreement shall be replaced with the following:

The Company, with its registered address at 5 Westbrook Corporate Center, Westchester, IL 60154, U.S.A., is the controller responsible for the processing of your personal data by the Company and the third parties noted below. You should review the following information regarding the Company’s data processing practices.

(a) Data Collection and Usage. Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes and uses certain personally-identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Awards or any entitlement to Shares awarded, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or the Employer (“Personal Data”). In granting the Award under the Plan, the Company will collect Personal Data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company’s legal basis for the collection, processing and use of Personal Data is the necessity of the processing for the Company to perform its contractual obligations under this Award Agreement and the Plan and the Company’s legitimate business interests of managing the Plan, administering employee equity awards and complying with its contractual and statutory obligations.

(b) Stock Plan Administration Service Provider. The Company transfers Personal Data to Morgan Stanley Smith Barney LLC and/or its affiliates, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Personal Data with another company that serves in a similar manner. The Company’s service provider will open an account for you to receive and trade Shares. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to your ability to participate in the Plan. The processing of Personal Data will take place through both electronic and non-electronic means. Personal Data will only be accessible by those individuals requiring access to it for purposes of implementing, administering and operating the Plan.

(c) International Data Transfers. The Company and its service providers are based in the United States. Your country or jurisdiction may have different data privacy laws and protections than the United States. For example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies only to the extent companies register for the EU-U.S. Privacy Shield program. Alternatively, an appropriate level of protection can be achieved by implementing safeguards such as the Standard Contractual Clauses adopted by the

EU Commission. Personal Data will be transferred from the EU/EEA to the Company and onward from the Company to any of its service providers based on the EU Standard Contractual Clauses or, if applicable, registration with the EU-U.S. Privacy Shield program. You may request a copy of such appropriate safeguards by contacting your local human resources department.

(d) Data Retention. The Company will use Personal Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including tax and securities laws. When the Company no longer needs Personal Data, the Company will remove it from its systems. If the Company keeps Personal Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be for compliance with relevant laws or regulations.

(e) Data Subject Rights. You may have a number of rights under data privacy laws in your country. For example, your rights may include the right to (i) request access or copies of Personal Data the Company processes, (ii) request rectification of incorrect Personal Data, (iii) request deletion of Personal Data, (iv) place restrictions on processing Personal Data, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of Personal Data. To receive clarification regarding your rights or to exercise your rights, you may contact your local human resources department.

Securities Laws. This offer is being made to selected employees as part of an employee incentive programme in order to provide an additional incentive and to encourage employee share ownership and to increase your interest in the success of the Company. The company offering these rights is Ingredion Incorporated. The Shares which are the subject of these rights are ordinary shares in the Company. The Shares have the same rights to information, dividends and voting as other ordinary Shares. More information in relation to the Company including the share price can be found at the following web address: www.ingredion.com.

The obligation to publish a prospectus does not apply because of Article 1(4)(i) of the EU Prospectus Regulation. The total maximum number of shares which are the subject of this offer is [INSERT].

ARGENTINA

Securities Law Information. Your Award is being offered to you in your capacity as an employee and is not aimed at the general public. By receiving and accepting your Award, you are deemed to: (i) acknowledge that the Company has not made, and will not make, any application to obtain an authorization from the Argentinian Securities and Exchange Commission (Comisión Nacional de Valores) for the public offering of the underlying Shares in Argentina, or otherwise taken any action that would permit a public offering of the underlying Shares in Argentina within the meaning of Argentine Capital Markets Law No. 26,831, as amended, supplemented or otherwise modified from time to time (the "CML") and of the Argentine Securities Exchange Commission General Resolution No.622/2013, as amended, supplemented or otherwise modified from time to time, and ancillary regulations; (ii) acknowledge that the Argentine Securities Exchange Commission has not approved the offering of the underlying Shares nor any document relating to its offering; and (iii) agree that you will not sell or offer to sell any Shares acquired upon settlement of your Award in Argentina other than pursuant to transactions that would not qualify as a public offering under Section 2 of the CML.

The Plan documents are being delivered to you in your capacity as an employee. Accordingly, receipt and acceptance of the Plan documents shall constitute your agreement that the information contained in the Plan documents may not: (i) be reproduced or used, in whole or in part, for any purpose whatsoever other than as a representation of your holding of Shares; or (ii) given to or discussed with any person without the express written permission from the Company.

You have received advice on the impact on you of participating in the Plan. Your participation is entirely voluntary and at your own risk and does not constitute a grant of any future right. The Company does not grant or ensure any benefit or result and may amend or terminate the Plan at any time.

AUSTRALIA

1. **Shareholder Approval Requirement.** Notwithstanding any provision in the Award Agreement to the contrary, you will not be entitled to, and shall not claim, any benefit under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Company's affiliate in Australia is under no obligation to seek or obtain the approval of its shareholders for the purpose of overcoming any such limitation or restriction.
2. **Tax Notification.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the act).
3. **Advice.** Any advice given by the Company or any of its associated bodies corporate, in relation to Awards under the Plan does not take into account your objectives, financial situation or needs. You should consider obtaining your own financial product advice from a person who is licensed by the Australian Securities and Investments Commission to give such advice.
4. **Information.** The Company undertakes, on request, at no charge and within a reasonable time, to provide you with a full copy of the rules of the Plan.
5. **Share Price.** As the Company's shares are listed on the New York Stock Exchange, the market price of ordinary shares in the Company can be ascertained by visiting the website of the New York Stock Exchange (<https://www.nyse.com/index>) and the Australian dollar equivalent of that price by applying the prevailing USD/AUD exchange rate published by the Reserve Bank of Australia, which is accessible at the following link: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>.
6. **Risk Warning.** There is a risk that Shares, or their cash equivalent, awarded to you under the Plan may fall as well as rise in value through movement of equity markets. Market forces will impact the price of Shares awarded to you, and at their worst, market values of the Shares awarded to you may become zero if adverse market conditions are encountered. As the price of the Shares awarded to you is quoted in USD, the value of those Shares, or their cash equivalent, to you may also be affected by movements in foreign currency exchange rates.

BRAZIL

1. **Labor Law Acknowledgment.** You agree that (i) the benefits provided under the Award Agreement and the Plan are the result of commercial transactions unrelated to your employment; (ii) the Award Agreement and the Plan are not a part of the terms and conditions of your employment; and (iii) the income from the exercise of the Award, if any, is not part of your remuneration from employment.
 2. **Securities Laws.** The Awards and any Shares granted under the Plan have not been and will not be publicly issued, placed, distributed, offered or negotiated in the Brazilian capital markets and, as a result, will not be registered with the Brazilian Securities Commission (Comissão de Valores Mobiliários) (the CVM). Therefore, the Awards and Shares will not be offered or sold in Brazil, except in circumstances which do not constitute a public offering, placement, distribution or negotiation under the Brazilian capital markets regulations.
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CANADA

1. Use of Previously Owned Shares. Notwithstanding any provision in the Award Agreement, Addendum or the Plan, if you are resident in Canada, you may not use previously-owned Shares to pay any Tax-Related Items or other sums due in connection with the Award.
2. Settlement in Shares. Notwithstanding anything to the contrary in the Award Agreement, Addendum or the Plan, your Award shall be settled only in Shares (and may not be settled in cash).
3. Securities Law Information. You acknowledge and agree that you will only sell Shares acquired through participation in the Plan outside of Canada through the facilities of a stock exchange on which the Shares are listed. Currently, the Shares are listed on the New York Stock Exchange. In general, if you are resident in Canada you may not resell your Shares to Canadian purchasers. Accordingly, you are encouraged to seek legal advice prior to any resale of Shares.
4. Use of English Language. You acknowledge and agree that it is your express wish that this Award Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. Vous reconnaissez et consentez que c'est votre souhait exprès qui cet accord, de meme que tous documents, toutes notifications et tous procédés légaux est entré dans, donné ou instituté conformément ci-annexé ou relatant directement ou indirectement ci-annexé, est formulé dans l'anglais.
5. Data Privacy. You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You further authorize the Company and any of its Subsidiaries and the Committee or its delegate to disclose and discuss the Plan with their advisors. You further authorize the Company and any of its Subsidiaries to record such information and to keep such information in your employee file.

CHILE

Private Placement. The grant of the Award is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) This offer conforms to General Ruling no. 336 of the Chilean Commission for the Financial Market;
 - b) The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Commission for the Financial Market, and therefore such securities are not subject to its oversight;
 - c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Commission for the Financial Market; and
 - d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.
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- a) *Esta oferta se acoge a la norma de Carácter General n° 336 de la Comisión para el Mercado Financiero Chilena;*
 - b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Comisión para el Mercado Financiero Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
 - c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*
 - d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*
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CHINA

The following provisions govern your participation in the Plan if you are a national of the People's Republic of China ("China") resident in mainland China, as determined by the Company in its sole discretion:

1. Exchange Control Approval. The Award is subject to China State Administration of Foreign Exchange ("SAFE") rules.
2. Mandatory Cashless Sell-All Exercise for Options. Notwithstanding any provision in the Award Agreement or Plan to the contrary, unless and until the Committee determines otherwise, the method of exercise of the Award shall be limited to mandatory cashless, sell-all exercise.
3. Limitations Following Termination of Employment.
 - (a) Options. Notwithstanding any provision in the Agreement or the Plan to the contrary, in the event your employment terminates for any reason, the Award will no longer be exercisable after the earlier of: (i) the period set forth in Section 4 of the Award Agreement; (ii) the last day of the six-month period beginning on the date of termination of employment (or such earlier date as may be required by the Company or the SAFE); and (iii) the Award expiration date.
4. Exchange Control Restrictions. You understand and agree that, pursuant to local exchange control requirements, you will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company or its Subsidiary. No interest shall be paid with respect to funds held in such account. The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, you acknowledge that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future to facilitate compliance with exchange control requirements in China. You acknowledge and agree that the processes and requirements set forth herein shall continue to apply following your termination.
5. Administration. Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses you may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company's operation and enforcement of the Plan, the Award Agreement and the Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

The above requirements will not apply to non-Chinese nationals, unless otherwise required by the Company or by SAFE.

COLOMBIA

Securities Law Information. The Shares are not and will not be registered with the Colombian registry of publicly traded securities (Registro Nacional de Valores y Emisores). Therefore, the Shares may not be offered to the public in Colombia. Nothing in the Award Agreement should be construed as making a public offer of securities in Colombia.

FRANCE

No country-specific provisions.

GERMANY

No country-specific provisions.

INDIA

Securities Law Information. The Awards are being offered only to selected employees of the Company and its subsidiaries. Securities are not available for subscription or purchase by any other person.

JAPAN

Securities Law Information. The Awards have not been and will not be registered under Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the FIEA) since the offering in Japan constitutes a private placement to a small number of offerees under Article 2, Paragraph 3, Item 2(iii) of the FIEA, and disclosure under the FIEA has not been and will not be made with respect to the offered Awards and transfer of Awards is prohibited.

KENYA

No country-specific provisions.

MALAYSIA

Securities Law Information. You should note that the grant of your Award relates to an 'excluded offer', 'excluded invitation' or 'excluded issue' pursuant to Sections 229 and 230 of the Malaysian Capital Markets and Services Act 2007. Copies of the Plan documents may have been delivered to the Securities Commission of Malaysia. The Plan documents do not constitute, and may not be used for the purpose of, a public offering or issue, offer for subscription or purchase, invitation to subscribe for or purchase of any securities requiring the registration of a prospectus with the Securities Commission in Malaysia under the Capital Markets and Services Act 2007.

MEXICO

1. Commercial Relationship. You expressly recognize that your participation in the Plan and the Company's grant of the Award does not constitute an employment relationship between you and the Company. You have been granted the Award as a consequence of the commercial relationship between the Company and the Company's affiliate in Mexico that employs you, and the Company's local affiliate in Mexico is your sole employer. Based on the foregoing, (a) you expressly recognize the Plan and the benefits you may derive from your participation in the Plan do not establish any rights between you and the Company's affiliate in Mexico that employs you, (b) the Plan and the benefits you may derive from your participation in the Plan are not part of the employment conditions and/or benefits provided by the Company's affiliate in Mexico that employs you, and (c) any modifications or amendments of the Plan by the Company, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of your employment with the Company's affiliate in Mexico that employs you.

2. Extraordinary Item of Compensation. You expressly recognize and acknowledge that your participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as your free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan, the Award Agreement and

this Addendum. As such, you acknowledge and agree that the Company may, in its sole discretion, amend and/or discontinue your participation in the Plan at any time and without any liability. The value of the Award is an extraordinary item of compensation outside the scope of your employment contract, if any. The Award is not part of your regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Employer.

3. Securities Laws. The Shares underlying your Award have not been registered with the National Register of Securities maintained by the Mexican Banking and Securities Commission and may not be offered or sold publicly in Mexico. The plan documents may not be publicly distributed in Mexico. These materials are addressed to you only because of your existing labour relationship and may not be reproduced or copied in any form. The offer contained in these materials is addressed solely to the present employees in Mexico and any rights under the Plan may not be assigned or transferred. The Shares underlying your Award will be offered pursuant to a private placement exception under the Mexican Securities Law.

PAKISTAN

Mandatory Cashless Sell-All Exercise for Options Notwithstanding any provision in the Award Agreement or Plan to the contrary, unless and until the Committee determines otherwise, the method of exercise of the Award shall be limited to mandatory cashless, sell-all exercise.

PERU

1. Labor Law Acknowledgement. By accepting the grant of the Award, you acknowledge, understand and agree that the Award is being granted *ex gratia* to you with the purpose of rewarding you.

2. Securities Law Information. The grant of the Award is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, please refer to the Plan, the Award Agreement and any other grant documents made available to you by the Company. The Shares to be issued upon settlement of your Award have not been registered with the Public Register of the Securities Market maintained by the Peruvian Securities Market Superintendencia (*Superintendencia del Mercado de Valores - SMV*), and may not be offered or sold publicly in Peru. In addition, the contents of the Plan documents have not been reviewed by any Peruvian regulatory authority.

RUSSIA

Information contained in the Plan documents does not constitute an advertisement of any securities in Russia and must not be passed on to third parties or otherwise be made publicly available in Russia. The Awards and the details of the Shares to be granted under the Plan have not been and will not be registered in Russia and are not intended for 'placement' or 'circulation' in Russia.

SINGAPORE

Securities Law Information. You acknowledge that this Plan document has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Plan document and any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Shares may not be circulated or distributed, nor may the Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with the conditions of, an exemption under any provision of Subdivision (4) of Division 1 of Part XIII of the Securities and Futures Act, Chapter 289 of Singapore.

The Awards are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notices SFA 04-N12 and FAA-N16).

SOUTH AFRICA

1. Exchange Control Obligations. You are solely responsible for complying with applicable exchange control regulations and rulings (the “Exchange Control Regulations”) in South Africa. As the Exchange Control Regulations change frequently and without notice, you should consult your legal advisor prior to the acquisition or sale of Shares under the Plan to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries or affiliates will be liable for any fines or penalties resulting from your failure to comply with applicable laws.

2. Securities Law Information and Acceptance of the Award. Neither the Award nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96 of the Companies Act and is not subject to the supervision of any South African governmental authority.

SOUTH KOREA

Employee Data Privacy. By accepting the Award:

1. You agree to the collection, use, processing and transfer of Data as described in the Award Agreement; and
2. You agree to the processing of your unique identifying information (resident registration number) as described in the Award Agreement.

If you are employed in the Republic of Korea then, notwithstanding anything set forth in the plan documents, your Award is granted by the Company and not by your employer.

THAILAND

No country-specific provisions.

UNITED KINGDOM

Securities Laws. This offer is being made to selected employees as part of an employee incentive programme in order to provide an additional incentive and to encourage employee share ownership and to increase your interest in the success of the Company. The company offering these rights is Ingredion Incorporated. The shares which are the subject of these rights are ordinary Shares in the Company. More information in relation to the Company including the share price can be found at the following web address: www.ingredion.com.

The obligation to publish a prospectus does not apply because of Section 86(aa) of the Financial Services and Markets Act 2000 (as amended, supplemented or substituted by any UK legislation enacted in connection with the UK’s exit from the European Union). The total maximum number of shares which are the subject of this offer is [INSERT].

Advice. When considering what action you should take, it is recommended that you seek your own independent financial advice from your own duly authorised independent financial adviser.

Revised March 16, 2021

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Ingredion Incorporated
Stock Incentive Plan
2021 Restricted Stock Units Award Agreement

Ingredion Incorporated (the “Company”) has granted you an award of Restricted Stock Units (the “Award”) under the Ingredion Incorporated Stock Incentive Plan (the “Plan”). The Award represents the right to receive shares of Company Common Stock in the future. The grant date of the Award and the number of Restricted Stock Units covered by this Award are set forth in the document you have received entitled “Notice of Grant of Restricted Stock Units.” The Notice of Grant of Restricted Stock Units and this Restricted Stock Units Award Agreement collectively constitute the Agreement relating to the Award. This Award Agreement and the Plan together govern your rights under the Award and the Plan and set forth all of the conditions and limitations affecting such rights.

Capitalized terms used in this Award Agreement shall have the meanings ascribed to them in the Plan or in this Award Agreement. If there is any inconsistency between the terms of this Award Agreement and the terms of the Plan, except as otherwise expressly provided in the Plan, the Plan’s terms shall supersede and replace the conflicting terms of this Award Agreement.

Overview of Your Grant

1. **General.** Except as provided below, you shall not be entitled to any privileges of ownership with respect to the shares of Common Stock subject to the Award unless and until, and only to the extent, the Restricted Stock Units subject to the Award are settled and you become a stockholder of record with respect to such shares as provided herein. The Company agrees to reserve and keep available, either in treasury or out of its authorized but unissued shares of Common Stock, the full number of shares subject to the Award.
 2. **Grant Date.** March 16, 2021.
 3. **Vesting Period.** The Restricted Stock Units awarded and/or credited under this Award Agreement will vest in three equal installments on the first three anniversaries of the date of grant (one-third will vest on March 16, 2022, one-third will vest on March 16, 2023, and the final one-third will vest on March 16, 2024) and will become fully vested on March 16, 2024 (the “Vesting Date”). During the period beginning on the Grant Date and ending on the Vesting Date (the “Vesting Period”), the Restricted Stock Units awarded and/or credited under this Award Agreement may not be sold, transferred, assigned, pledged, hypothecated or otherwise encumbered or disposed of, except as provided in the Plan or this Award Agreement. If all of the terms and conditions of this Award Agreement and the Plan are met on the Vesting Date, subject to Section 11 of this Award Agreement, then you will be issued the number of shares of Common Stock subject to the Restricted Stock Units then held by you which were issued and/or credited to you under this Award Agreement. The issuance shall occur upon the Vesting Date or as soon as administratively practicable thereafter (but in no event later than thirty (30) days following the Vesting Date). Notwithstanding the effect that Section 5.8(a)(1) of the Plan would otherwise have, unless otherwise determined by the Committee, in the event of a Change in Control pursuant to Section 5.8(b)(3) or (4) of the Plan in connection with which the holders of Common Stock receive shares of common stock that are registered under Section 12 of the Exchange Act (and, for the avoidance of doubt, not in the event of a Change in Control to which Section 5.8(a)(2) of the Plan applies), the Restriction Period applicable to the Restricted Stock Units shall lapse as a result of such Change in Control upon the earlier to occur of (i) your continued employment or service through the Vesting Date, and (ii) the termination of your employment with the Company or any of its Subsidiaries or affiliates for Good Reason, or the termination of your employment by the Company or any of its Subsidiaries or affiliates without Cause, within two years following such Change in Control (the “Protection Period”). In the event of such Change in Control pursuant to Section 5.8(b)(3) or (4) of the Plan in connection with which the holders of Common Stock receive shares of common stock that are registered under Section 12 of the Exchange Act, there shall be substituted for each share of Common Stock relating to the Restricted Stock Units the number, type and class of shares into which each outstanding share of Common Stock shall be converted pursuant to such Change in Control.
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For purposes of the foregoing, “Good Reason” shall mean:

(i) There has occurred a material reduction by the Company, a Subsidiary or affiliate in your base salary in effect immediately before the beginning of the Protection Period or as increased from time to time thereafter;

(ii) The Company, a Subsidiary or affiliate, without your written consent, has required you to be relocated anywhere in excess of thirty-five (35) miles from your office location immediately before the beginning of the Protection Period, except for required travel on the business of the Company, a Subsidiary or affiliate to an extent substantially consistent with your business travel obligations immediately before the beginning of the Protection Period; or

(iii) The Company or a Subsidiary has reduced in any manner that you reasonably consider important your title, job authorities or responsibilities immediately before the beginning of the Protection Period.

You may exercise your right to terminate your employment for Good Reason by giving the Company a written notice of termination specifying in reasonable detail the circumstances constituting such Good Reason. However, the Company shall have thirty (30) days to “cure,” such that the circumstances constituting such Good Reason are eliminated. Your employment shall terminate at the end of such thirty (30)-day period only if the Company has failed to cure such circumstances constituting the Good Reason.

Your termination of employment within a Protection Period shall be for Good Reason if one of the occurrences specified in this Section 3 shall have occurred (and subject to the cure provision of the immediately preceding paragraph), notwithstanding that you may have other reasons for terminating employment, including employment by another employer that you desire to accept.

4. **Termination of Employment.** Subject to Section 3 of this Agreement and Section 3 of the Plan, in the event that you terminate employment with the Company, its affiliates, and/or its Subsidiaries for any reason, or in the event that the Company, its affiliates, and/or its Subsidiaries terminates your employment with or without Cause, all of the unvested Restricted Stock Units you hold at the time your employment terminates shall be forfeited to the Company; provided, however, that in the event your employment with the Company is terminated due to (a) death, (b) the occurrence of a Disability Date or (c) retirement on or after (A) age 65, (B) age 62 with a minimum of 5 years of continuous employment with or service to the Company or its Subsidiaries or affiliates or (C) age 55 with a minimum of 10 years of continuous employment with or service to the Company or its Subsidiaries or affiliates (in the case of each termination described in (A), (B) or (C), a “Retirement”), a prorated portion of the Restricted Stock Units awarded and/or credited under this Award Agreement shall vest. Such proration shall be calculated by multiplying the number of Restricted Stock Units awarded and/or credited under this Award Agreement by a fraction, the numerator of which is the number of full months that have elapsed between the Grant Date and your termination date and the denominator of which is 36. Notwithstanding the foregoing, in the event of your Retirement on or after February 9, 2022, the Restricted Stock Units shall continue to vest in accordance with Section 3 above.
 5. **Voting Rights and Dividends.** You do not have the right to vote any shares of Common Stock or to receive dividends on them prior to the date such shares are to be issued to you pursuant to the terms of this Award Agreement. As of each date on which dividends are paid on the shares of Common Stock, the Company shall credit to the Award additional Restricted Stock Units, the number of which shall be determined by multiplying the amount of such dividend per share of Common Stock by the number of shares of Common Stock then subject to the Award, and dividing the product thereof by the Fair Market Value of a share of Common Stock on the applicable dividend payment date.
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6. **Income Tax and Social Insurance Contribution Withholding.** Prior to the issuance or delivery of any shares of Common Stock, the Company or the Subsidiary or affiliate that employs you (the “Employer”) (if applicable) shall have the right to require you to pay any U.S. Federal, state, local or other taxes (including non-U.S. taxes, social insurance, payroll tax, payment on account or other tax-related withholding) (“Tax-Related Items”) which may be required to be withheld or paid in connection with the Restricted Stock Units. Such obligation shall be satisfied either:

(a) by the Company (which if you are subject to Section 16 of the Exchange Act is subject to approval by the Committee) by withholding whole shares of Common Stock which would otherwise be delivered to you, having an aggregate Fair Market Value determined as of the date the obligation to withhold or pay taxes arises in connection with the Restricted Stock Units (the “Tax Date”), or by the Company or Employer withholding an amount of cash which would otherwise be payable to you, in the amount necessary to satisfy any such obligation; or

(b) by you by any of the following means: (A) a cash payment to the Company or the Employer in the amount necessary to satisfy any such obligation, (B) delivery (either actual delivery or by attestation procedures established by the Company) to the Company of shares of Common Stock having an aggregate Fair Market Value, determined as of the Tax Date, equal to the amount necessary to satisfy any such obligation, (C) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered having an aggregate Fair Market Value, determined as of the Tax Date, or withhold an amount of cash which would otherwise be payable to you, equal to the amount necessary to satisfy any such obligation, or (D) any combination of (A), (B) and (C).

Any fraction of a share of Common Stock that would be required to satisfy such an obligation shall be disregarded and you shall pay the remaining amount in cash.

Regardless of any action the Company or the Employer (if applicable) takes with respect to any or all Tax-Related Items, you acknowledge and agree that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units or the shares of Common Stock issued upon vesting of the Units, and (ii) do not commit to structure the terms of the Award (or any aspect of the Units) to reduce or eliminate your liability for Tax-Related Items.

7. **Change of Capitalization.** If, prior to the time the restrictions imposed by Section 3 of this Award Agreement on the Restricted Stock Units awarded hereunder lapse, the Company shall be reorganized or consolidated or merged with another corporation, the appropriate amount of any stock, securities or other property exchangeable for shares of Common Stock pursuant to such reorganization, consolidation or merger shall be appropriately substituted for the shares of Common Stock then subject to the Restricted Stock Units issued and/or credited hereunder.
8. **Continuation of Employment.** This Award Agreement shall not confer upon you any right to continuation of employment by the Company, its affiliates, and/or its Subsidiaries, nor shall this Award Agreement interfere in any way with the Company’s, its affiliates’, and/or its Subsidiaries’ right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company, an affiliate or Subsidiary or prohibited by law.
9. **No Right to Future Grants; No Right of Employment; Extraordinary Item.** In accepting the grant, you acknowledge that: (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, suspended or terminated by the Company at any time, as provided in the Plan and this Award Agreement; (b) the grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted repeatedly in the past; (c) all decisions with respect to future grants, if any, will be at the sole discretion of the Company; (d) your participation in the Plan is voluntary; (e) the Restricted Stock Units and any Common Stock subject to the Restricted Stock Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments; (f) the grant of Restricted Stock Units is provided for future services to the Company and its affiliates and is not under any circumstances to be considered compensation for past services; (g) in the event that you are an employee of an affiliate or Subsidiary of the Company, the grant will not be interpreted to form an employment contract or relationship with
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the Company or an employment contract with the affiliate or Subsidiary that is your employer; (h) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty; (i) no claim or entitlement to compensation or damages arises from forfeiture or termination of the Restricted Stock Units or diminution in value of the Restricted Stock Units or the shares of Common Stock, and you irrevocably release the Company, its affiliates and/or its Subsidiaries from any such claim that may arise; (j) in the event of involuntary termination of your employment, your right to receive Restricted Stock Units and vest in Restricted Stock Units and/or Common Stock under the Plan, if any, will terminate in accordance with the terms of the Plan and will not be extended by any notice period mandated under local law; furthermore, your right to vest in the Restricted Stock Units after such termination of employment, if any, will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law; and (k) if you are resident or employed outside the United States, neither the Company nor any of its Subsidiaries or affiliates shall be liable for any change in the value of the Restricted Stock Units, the amount realized upon settlement of the Restricted Stock Units or the amount realized upon a subsequent sale of any shares of Common Stock, resulting from any fluctuation of the United States Dollar/local currency exchange rate.

10. **Requirements of Law.** The granting of Restricted Stock Units under the Plan, and the issuance or delivery of any certificate or certificates for shares of Common Stock upon the vesting of Restricted Stock Units, shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
11. **Alternative Form of Settlement in Non-U.S. Jurisdictions.** Notwithstanding anything in the Agreement to the contrary, if you are resident or employed outside of the United States, the Company may, in its sole discretion, settle the Restricted Stock Units in the form of a cash payment to the extent settlement in shares of Common Stock: (i) is prohibited under local law; (ii) would require you, the Company and/or its Subsidiaries or affiliates to obtain the approval of any governmental and/or regulatory body in your country of residence (or country of employment, if different); (iii) would result in adverse tax consequences for you or the Company; or (iv) is administratively burdensome. Alternatively, the Company may, in its sole discretion, settle the Restricted Stock Units in the form of shares of Common Stock but require you to sell such shares immediately or within a specified period following your termination of employment (in which case, this Award Agreement shall give the Company the authority to issue sales instructions on your behalf).
12. **Compliance with Local Law.** If you are resident or employed outside of the United States, as a condition to the grant of Restricted Stock Units, you agree to repatriate all payments attributable to the shares of Common Stock and/or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and the Company's Subsidiaries and affiliates, as may be required to allow the Company and the Company's Subsidiaries and affiliates to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).
13. **Employee Data Privacy.** You hereby explicitly and unambiguously consent to the collection, use, processing and transfer, in electronic or other form, of your personal data as described in this document by and among, as applicable, the Company, its affiliates and its Subsidiaries for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company (and/or the Employer, if applicable) holds certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, email address, family size, marital status, sex, beneficiary information, emergency contacts, passport/visa information, age, language skills, driver's license information, nationality, C.V. (or resume), wage history, employment references, social insurance number, resident registration number or other identification number, salary, job title, employment or severance contract, current wage and benefit information, personal bank account number, tax-related information, plan or benefit enrollment forms and elections, option or benefit statements, any shares of stock or directorships in the company, 7.31

details of all options or any other entitlements to shares of stock awarded, canceled, purchased, vested, unvested or outstanding for purpose of managing and administering the Plan (“Data”).

You understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan including, but not limited to, the affiliates of the Company and/or Morgan Stanley Smith Barney LLC, or any successor. These third party recipients may be located in your country or elsewhere, and the recipient’s country may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting Corporate Human Resources.

You authorize the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom you may elect to deposit any shares of Common Stock acquired. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan.

You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Corporate Human Resources.

You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact Corporate Human Resources.

Finally, upon request of the Company or the Employer, you agree to provide an executed data privacy consent form (or any other agreements or consents that may be required by the Company and/or the Employer) that the Company and/or the Employer may deem necessary to obtain from you for the purpose of administering your participation in the Plan in compliance with the data privacy laws in your country, either now or in the future. You understand and agree that you will be unable to participate in the Plan if you fail to provide any such consent or agreement requested by the Company and/or the Employer.

14. **Compliance with Section 409A of the Code.** It is intended that this Award Agreement and the Plan be exempt from the provisions of section 409A of the Code to the maximum extent permissible under law. To the extent section 409A of the Code applies to this Award Agreement and the Plan, it is intended that this Award Agreement and the Plan comply with the provisions of section 409A of the Code. This Award Agreement and the Plan shall be administered and interpreted in a manner consistent with this intent. In the event that this Award Agreement or the Plan does not comply with section 409A of the Code (to the extent applicable thereto), the Company shall have the authority to amend the terms of this Award Agreement or the Plan (which amendment may be retroactive to the extent permitted by section 409A of the Code and may be made by the Company without your consent) to avoid excise taxes and other penalties under section 409A of the Code, to the extent possible. Notwithstanding the foregoing, no particular tax result for you with respect to any income recognized by you in connection with this Award Agreement is guaranteed, and you solely shall be responsible for any taxes, penalties, interest or other losses or expenses incurred by you under section 409A of the Code in connection with this Award Agreement. To the extent any amounts under this Award Agreement are payable by reference to your “termination of employment,” such term shall be deemed to refer to your “separation from service,” within the meaning of section 409A of the Code. Notwithstanding any other provision in this Plan, if you are a “specified employee,” as defined in section 409A of the Code, as of the date of your separation from service, then to the extent any amount payable under this Award Agreement (i) constitutes the payment of nonqualified deferred compensation, within the meaning of section 409A of the Code, (ii) is payable upon your separation from service and (iii) under the terms of this Award Agreement would be payable prior to the six-month anniversary of your separation from service, such payment shall be delayed until the earlier to occur of (a) the six-month anniversary of your separation from service or (b) the date of your death.
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15. **Administration.** This Award Agreement and your rights hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Board or the Committee may adopt for administration of the Plan.
16. **Not a Public Offering in Non-U.S. Jurisdictions.** If you are resident or employed outside of the United States, neither the grant of the Restricted Stock Units under the Plan nor the issuance of the underlying shares of Common Stock upon vesting of the Restricted Stock Units is intended to be a public offering of securities in your country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filings to the local securities authorities in jurisdictions outside of the United States unless otherwise required under local law. No employee of the Company is permitted to advise you on whether you should accept a grant of Restricted Stock Units under the Plan or provide you with any legal, tax or financial advice with respect to the grant of Restricted Stock Units. Before deciding to accept the grant of Restricted Stock Units, you should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan or the disposition of them. Further, you should carefully review all of the materials related to the Restricted Stock Units and the Plan, and you should consult with your personal legal, tax and financial advisors for professional advice in relation to your personal circumstances. 7.32
17. **Insider Trading/Market Abuse Laws.** You acknowledge that, depending on your or your broker's country of residence or where the shares of Common Stock are listed, you may be subject to insider trading restrictions and/or market abuse laws that may affect your ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock or rights linked to the value of shares of Common Stock during such times you are considered to have "inside information" regarding the Company as defined in the laws or regulations in your country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis), and (b) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal advisor on this matter.
18. **Governing Law.** All questions concerning the construction, validity and interpretation of this Award Agreement and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware.
19. **Severability.** The invalidity or unenforceability of any provision of the Plan or this Award Agreement will not affect the validity or enforceability of any other provision of the Plan or this Award Agreement, and each provision of the Plan and this Award Agreement will be severable and enforceable to the extent permitted by law.
20. **Waiver:** You understand that the waiver by the Company with respect to your compliance with any provision of this Award Agreement shall not operate or be construed as a waiver of any other provision of this Award Agreement, or of any subsequent breach of such part of a provision of this Award Agreement.
21. **Addendum to Award Agreement.** Notwithstanding any provisions of this Award Agreement to the contrary, the Restricted Stock Units shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Restricted Stock Units to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish additional terms and conditions as may be necessary or advisable to accommodate your transfer). In all circumstances, the Addendum shall constitute part of these terms and conditions.
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22. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.
23. **English Language.** If you are resident and/or employed outside of the United States, you acknowledge and agree that it is your express intent that the Award Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Restricted Stock Units, be drawn up in English. If you have received the Award Agreement, the Plan or any other documents related to the Restricted Stock Units translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.
24. **Additional Requirements.** The Company reserves the right to impose other requirements on the Restricted Stock Units, any shares of Common Stock acquired pursuant to the Restricted Stock Units, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
25. **Clawback Policy.** This Award Agreement and the Restricted Stock Units are subject to the Company's Policy on Recoupment of Incentive Compensation and any similar policy or policies that have been or may be adopted by the Company.

Ingredion Incorporated

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Ingredion Incorporated
Addendum to the Award Agreement

In addition to the terms of the Plan and the Award Agreement, the Award is subject to the following additional terms and conditions. All defined terms contained in this Addendum shall have the same meaning as set forth in the Plan and the Award Agreement.

If you transfer your residence and/or employment to another country reflected in an Addendum, the additional terms and conditions for such country (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. The Company may also establish additional terms and conditions as may be necessary or advisable to accommodate your transfer.

EUROPEAN UNION (“EU”) / EUROPEAN ECONOMIC AREA (“EEA”)

Data Privacy. If you reside and/or perform services in the EU/EEA, the Data Privacy section of the Award Agreement shall be replaced with the following:

The Company, with its registered address at 5 Westbrook Corporate Center, Westchester, IL 60154, U.S.A., is the controller responsible for the processing of your personal data by the Company and the third parties noted below. You should review the following information regarding the Company’s data processing practices.

(a) Data Collection and Usage. Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes and uses certain personally-identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all Awards or any entitlement to Shares awarded, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or the Employer (“Personal Data”). In granting the Award under the Plan, the Company will collect Personal Data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company’s legal basis for the collection, processing and use of Personal Data is the necessity of the processing for the Company to perform its contractual obligations under this Award Agreement and the Plan and the Company’s legitimate business interests of managing the Plan, administering employee equity awards and complying with its contractual and statutory obligations.

(b) Stock Plan Administration Service Provider. The Company transfers Personal Data to Morgan Stanley Smith Barney LLC and/or its affiliates, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Personal Data with another company that serves in a similar manner. The Company’s service provider will open an account for you to receive and trade Shares. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to your ability to participate in the Plan. The processing of Personal Data will take place through both electronic and non-electronic means. Personal Data will only be accessible by those individuals requiring access to it for purposes of implementing, administering and operating the Plan.

(c) International Data Transfers. The Company and its service providers are based in the United States. Your country or jurisdiction may have different data privacy laws and protections than the United States. For example, the European Commission has issued only a limited adequacy finding with respect to the United States that applies only to the extent companies register for the EU-U.S. Privacy Shield program. Alternatively, an appropriate level of protection can be achieved by implementing safeguards such as the Standard Contractual Clauses adopted by the EU Commission. Personal Data will be transferred from the EU/EEA to the Company and onward from the Company to any of its service providers based on the EU Standard Contractual Clauses or, if applicable, registration with the EU-U.S. Privacy Shield program. You may request a copy of such appropriate safeguards by contacting your local human resources department.

(d) Data Retention. The Company will use Personal Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including tax and

securities laws. When the Company no longer needs Personal Data, the Company will remove it from its systems. If the Company keeps Personal Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be for compliance with relevant laws or regulations.

(e) Data Subject Rights. You may have a number of rights under data privacy laws in your country. For example, your rights may include the right to (i) request access or copies of Personal Data the Company processes, (ii) request rectification of incorrect Personal Data, (iii) request deletion of Personal Data, (iv) place restrictions on processing Personal Data, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of Personal Data. To receive clarification regarding your rights or to exercise your rights, you may contact your local human resources department.

Securities Laws. This offer is being made to selected employees as part of an employee incentive programme in order to provide an additional incentive and to encourage employee share ownership and to increase your interest in the success of the Company. The company offering these rights is Ingredion Incorporated. The Shares which are the subject of these rights are ordinary shares in the Company. The Shares have the same rights to information, dividends and voting as other ordinary Shares. More information in relation to the Company including the share price can be found at the following web address: www.ingredion.com.

The obligation to publish a prospectus does not apply because of Article 1(4)(i) of the EU Prospectus Regulation. The total maximum number of shares which are the subject of this offer is [INSERT].

ARGENTINA

Securities Law Information. Your Award is being offered to you in your capacity as an employee and is not aimed at the general public. By receiving and accepting your Award, you are deemed to: (i) acknowledge that the Company has not made, and will not make, any application to obtain an authorization from the Argentinian Securities and Exchange Commission (Comisión Nacional de Valores) for the public offering of the underlying Shares in Argentina, or otherwise taken any action that would permit a public offering of the underlying Shares in Argentina within the meaning of Argentine Capital Markets Law No. 26,831, as amended, supplemented or otherwise modified from time to time (the "CML") and of the Argentine Securities Exchange Commission General Resolution No.622/2013, as amended, supplemented or otherwise modified from time to time, and ancillary regulations; (ii) acknowledge that the Argentine Securities Exchange Commission has not approved the offering of the underlying Shares nor any document relating to its offering; and (iii) agree that you will not sell or offer to sell any Shares acquired upon settlement of your Award in Argentina other than pursuant to transactions that would not qualify as a public offering under Section 2 of the CML.

The Plan documents are being delivered to you in your capacity as an employee. Accordingly, receipt and acceptance of the Plan documents shall constitute your agreement that the information contained in the Plan documents may not: (i) be reproduced or used, in whole or in part, for any purpose whatsoever other than as a representation of your holding of Shares; or (ii) given to or discussed with any person without the express written permission from the Company.

You have received advice on the impact on you of participating in the Plan. Your participation is entirely voluntary and at your own risk and does not constitute a grant of any future right. The Company does not grant or ensure any benefit or result and may amend or terminate the Plan at any time.

AUSTRALIA

1. Shareholder Approval Requirement. Notwithstanding any provision in the Award Agreement to the contrary, you will not be entitled to, and shall not claim, any benefit under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Company's affiliate in Australia is under no obligation to seek or obtain the approval of its shareholders for the purpose of overcoming any such limitation or restriction.

2. Tax Notification. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the act).

3. **Advice.** Any advice given by the Company or any of its associated bodies corporate, in relation to Awards under the Plan does not take into account your objectives, financial situation or needs. You should consider obtaining your own financial product advice from a person who is licensed by the Australian Securities and Investments Commission to give such advice.

4. **Information.** The Company undertakes, on request, at no charge and within a reasonable time, to provide you with a full copy of the rules of the Plan.

5. **Share Price.** As the Company's shares are listed on the New York Stock Exchange, the market price of ordinary shares in the Company can be ascertained by visiting the website of the New York Stock Exchange (<https://www.nyse.com/index>) and the Australian dollar equivalent of that price by applying the prevailing USD/AUD exchange rate published by the Reserve Bank of Australia, which is accessible at the following link: <http://www.rba.gov.au/statistics/frequency/exchange-rates.html>.

6. **Risk Warning.** There is a risk that Shares, or their cash equivalent, awarded to you under the Plan may fall as well as rise in value through movement of equity markets. Market forces will impact the price of Shares awarded to you, and at their worst, market values of the Shares awarded to you may become zero if adverse market conditions are encountered. As the price of the Shares awarded to you is quoted in USD, the value of those Shares, or their cash equivalent, to you may also be affected by movements in foreign currency exchange rates.

BRAZIL

1. **Labor Law Acknowledgment.** You agree that (i) the benefits provided under the Award Agreement and the Plan are the result of commercial transactions unrelated to your employment; (ii) the Award Agreement and the Plan are not a part of the terms and conditions of your employment; and (iii) the income from the exercise of the Award, if any, is not part of your remuneration from employment.

2. **Securities Laws.** The Awards and any Shares granted under the Plan have not been and will not be publicly issued, placed, distributed, offered or negotiated in the Brazilian capital markets and, as a result, will not be registered with the Brazilian Securities Commission (Comissão de Valores Mobiliários) (the CVM). Therefore, the Awards and Shares will not be offered or sold in Brazil, except in circumstances which do not constitute a public offering, placement, distribution or negotiation under the Brazilian capital markets regulations.

CANADA

1. **Use of Previously Owned Shares.** Notwithstanding any provision in the Award Agreement, Addendum or the Plan, if you are resident in Canada, you may not use previously-owned Shares to pay any Tax-Related Items or other sums due in connection with the Award.

2. **Settlement in Shares.** Notwithstanding anything to the contrary in the Award Agreement, Addendum or the Plan, your Award shall be settled only in Shares (and may not be settled in cash).

3. **Securities Law Information.** You acknowledge and agree that you will only sell Shares acquired through participation in the Plan outside of Canada through the facilities of a stock exchange on which the Shares are listed. Currently, the Shares are listed on the New York Stock Exchange. In general, if you are resident in Canada you may not resell your Shares to Canadian purchasers. Accordingly, you are encouraged to seek legal advice prior to any resale of Shares.

4. **Use of English Language.** You acknowledge and agree that it is your express wish that this Award Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English. Vous reconnaissez et consentez que c'est votre souhait exprès que cet accord, de meme que tous documents, toutes notifications et tous procédés légaux est entré dans, donné ou institué conformément ci-annexé ou relatant directement ou indirectement ci-annexé, est formulé dans l'anglais.

5. **Data Privacy.** You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You

further authorize the Company and any of its Subsidiaries and the Committee or its delegate to disclose and discuss the Plan with their advisors. You further authorize the Company and any of its Subsidiaries to record such information and to keep such information in your employee file.

CHILE

Private Placement. The grant of the Award is not intended to be a public offering of securities in Chile but instead is intended to be a private placement.

- a) This offer conforms to General Ruling no. 336 of the Chilean Commission for the Financial Market;
- b) The offer deals with securities not registered in the registry of securities or in the registry of foreign securities of the Chilean Commission for the Financial Market, and therefore such securities are not subject to its oversight;
- c) The issuer is not obligated to provide public information in Chile regarding the foreign securities, as such securities are not registered with the Chilean Commission for the Financial Market; and
- d) The foreign securities shall not be subject to public offering as long as they are not registered with the corresponding registry of securities in Chile.

- a) *Esta oferta se acoge a la norma de Carácter General n° 336 de la Comisión para el Mercado Financiero Chilena;*
- b) *La oferta versa sobre valores no inscritos en el registro de valores o en el registro de valores extranjeros que lleva la Comisión para el Mercado Financiero Chilena, por lo que tales valores no están sujetos a la fiscalización de ésta;*
- c) *Por tratar de valores no inscritos no existe la obligación por parte del emisor de entregar en Chile información pública respecto de esos valores; y*
- d) *Esos valores no podrán ser objeto de oferta pública mientras no sean inscritos en el registro de valores correspondiente.*

CHINA

The following provisions govern your participation in the Plan if you are a national of the People's Republic of China ("China") resident in mainland China, as determined by the Company in its sole discretion:

1. Exchange Control Approval. The Award is subject to China State Administration of Foreign Exchange ("SAFE") rules.

2. Mandatory Cashless Sell-All Exercise for Options. Notwithstanding any provision in the Award Agreement or Plan to the contrary, unless and until the Committee determines otherwise, the method of exercise of the Award shall be limited to mandatory cashless, sell-all exercise.

3. Limitations Following Termination of Employment.

(a) Options. Notwithstanding any provision in the Agreement or the Plan to the contrary, in the event your employment terminates for any reason, the Award will no longer be exercisable after the earlier of: (i) the period set forth in Section 4 of the Award Agreement; (ii) the last day of the six-month period beginning on the date of termination of employment (or such earlier date as may be required by the Company or the SAFE); and (iii) the Award expiration date.

4. Exchange Control Restrictions. You understand and agree that, pursuant to local exchange control requirements, you will be required immediately to repatriate to China the proceeds from the sale of any Shares acquired under the Plan. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company or its Subsidiary. No interest shall be paid with respect to funds held in such account. The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, you acknowledge that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the Shares are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company or its Subsidiaries in China in the future to facilitate compliance with exchange control requirements in China. You acknowledge and agree that the processes and

requirements set forth herein shall continue to apply following your termination.

5. Administration. Neither the Company nor any of its Subsidiaries shall be liable for any costs, fees, lost interest or dividends or other losses you may incur or suffer resulting from the enforcement of the terms of this Addendum or otherwise from the Company's operation and enforcement of the Plan, the Award Agreement and the Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.

The above requirements will not apply to non-Chinese nationals, unless otherwise required by the Company or by SAFE.

COLOMBIA

Securities Law Information. The Shares are not and will not be registered with the Colombian registry of publicly traded securities (Registro Nacional de Valores y Emisores). Therefore, the Shares may not be offered to the public in Colombia. Nothing in the Award Agreement should be construed as making a public offer of securities in Colombia.

FRANCE

No country-specific provisions.

GERMANY

No country-specific provisions.

INDIA

Securities Law Information. The Awards are being offered only to selected employees of the Company and its subsidiaries. Securities are not available for subscription or purchase by any other person.

JAPAN

Securities Law Information. The Awards have not been and will not be registered under Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the FIEA) since the offering in Japan constitutes a private placement to a small number of offerees under Article 2, Paragraph 3, Item 2(iii) of the FIEA, and disclosure under the FIEA has not been and will not be made with respect to the offered Awards and transfer of Awards is prohibited.

KENYA

No country-specific provisions.

MALAYSIA

Securities Law Information. You should note that the grant of your Award relates to an 'excluded offer', 'excluded invitation' or 'excluded issue' pursuant to Sections 229 and 230 of the Malaysian Capital Markets and Services Act 2007. Copies of the Plan documents may have been delivered to the Securities Commission of Malaysia. The Plan documents do not constitute, and may not be used for the purpose of, a public offering or issue, offer for subscription or purchase, invitation to subscribe for or purchase of any securities requiring the registration of a prospectus with the Securities Commission in Malaysia under the Capital Markets and Services Act 2007.

MEXICO

1. Commercial Relationship. You expressly recognize that your participation in the Plan and the Company's grant of the Award does not constitute an employment relationship between you and the Company. You have been granted the Award as a consequence of the commercial relationship between the Company and the Company's affiliate in Mexico that employs you, and the Company's local affiliate in Mexico is your sole employer. Based on the foregoing, (a) you expressly

recognize the Plan and the benefits you may derive from your participation in the Plan do not establish any rights between you and the Company's affiliate in Mexico that employs you, (b) the Plan and the benefits you may derive from your participation in the Plan are not part of the employment conditions and/or benefits provided by the Company's affiliate in Mexico that employs you, and (c) any modifications or amendments of the Plan by the Company, or a termination of the Plan by the Company, shall not constitute a change or impairment of the terms and conditions of your employment with the Company's affiliate in Mexico that employs you.

2. Extraordinary Item of Compensation. You expressly recognize and acknowledge that your participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as your free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan, the Award Agreement and this Addendum. As such, you acknowledge and agree that the Company may, in its sole discretion, amend and/or discontinue your participation in the Plan at any time and without any liability. The value of the Award is an extraordinary item of compensation outside the scope of your employment contract, if any. The Award is not part of your regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Employer.

3. Securities Laws. The Shares underlying your Award have not been registered with the National Register of Securities maintained by the Mexican Banking and Securities Commission and may not be offered or sold publicly in Mexico. The plan documents may not be publicly distributed in Mexico. These materials are addressed to you only because of your existing labour relationship and may not be reproduced or copied in any form. The offer contained in these materials is addressed solely to the present employees in Mexico and any rights under the Plan may not be assigned or transferred. The Shares underlying your Award will be offered pursuant to a private placement exception under the Mexican Securities Law.

PAKISTAN

Mandatory Cashless Sell-All Exercise for Options Notwithstanding any provision in the Award Agreement or Plan to the contrary, unless and until the Committee determines otherwise, the method of exercise of the Award shall be limited to mandatory cashless, sell-all exercise.

PERU

1. Labor Law Acknowledgement. By accepting the grant of the Award, you acknowledge, understand and agree that the Award is being granted *ex gratia* to you with the purpose of rewarding you.

2. Securities Law Information. The grant of the Award is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, please refer to the Plan, the Award Agreement and any other grant documents made available to you by the Company. The Shares to be issued upon settlement of your Award have not been registered with the Public Register of the Securities Market maintained by the Peruvian Securities Market Superintendence (*Superintendencia del Mercado de Valores - SMV*), and may not be offered or sold publicly in Peru. In addition, the contents of the Plan documents have not been reviewed by any Peruvian regulatory authority.

RUSSIA

Information contained in the Plan documents does not constitute an advertisement of any securities in Russia and must not be passed on to third parties or otherwise be made publicly available in Russia. The Awards and the details of the Shares to be granted under the Plan have not been and will not be registered in Russia and are not intended for 'placement' or 'circulation' in Russia.

SINGAPORE

Securities Law Information. You acknowledge that this Plan document has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Plan document and any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Shares may not be circulated or distributed, nor may the Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly,

to persons in Singapore other than pursuant to, and in accordance with the conditions of, an exemption under any provision of Subdivision (4) of Division 1 of Part XIII of the Securities and Futures Act, Chapter 289 of Singapore.

The Awards are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notices SFA 04-N12 and FAA-N16).

SOUTH AFRICA

1. Exchange Control Obligations. You are solely responsible for complying with applicable exchange control regulations and rulings (the “Exchange Control Regulations”) in South Africa. As the Exchange Control Regulations change frequently and without notice, you should consult your legal advisor prior to the acquisition or sale of Shares under the Plan to ensure compliance with current Exchange Control Regulations. Neither the Company nor any of its Subsidiaries or affiliates will be liable for any fines or penalties resulting from your failure to comply with applicable laws.

2. Securities Law Information and Acceptance of the Award. Neither the Award nor the underlying Shares shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96 of the Companies Act and is not subject to the supervision of any South African governmental authority.

SOUTH KOREA

Employee Data Privacy. By accepting the Award:

1. You agree to the collection, use, processing and transfer of Data as described in the Award Agreement; and
2. You agree to the processing of your unique identifying information (resident registration number) as described in the Award Agreement.

If you are employed in the Republic of Korea then, notwithstanding anything set forth in the plan documents, your Award is granted by the Company and not by your employer.

THAILAND

No country-specific provisions.

UNITED KINGDOM

Securities Laws. This offer is being made to selected employees as part of an employee incentive programme in order to provide an additional incentive and to encourage employee share ownership and to increase your interest in the success of the Company. The company offering these rights is Ingredion Incorporated. The shares which are the subject of these rights are ordinary Shares in the Company. More information in relation to the Company including the share price can be found at the following web address: www.ingredion.com.

The obligation to publish a prospectus does not apply because of Section 86(aa) of the Financial Services and Markets Act 2000 (as amended, supplemented or substituted by any UK legislation enacted in connection with the UK’s exit from the European Union). The total maximum number of shares which are the subject of this offer is [INSERT].

Advice. When considering what action you should take, it is recommended that you seek your own independent financial advice from your own duly authorised independent financial adviser.

Revised March 16, 2021

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CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, James P. Zallie, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ingredion Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2021

/s/ James P. Zallie
James P. Zallie
President and Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, James D. Gray, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Ingredion Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2021

/s/ James D. Gray

James D. Gray
Executive Vice President and Chief Financial Officer

**Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the
Sarbanes-Oxley Act of 2002**

I, James P. Zallie, the Chief Executive Officer of Ingredion Incorporated, certify that to my knowledge (i) the report on Form 10-Q for the quarter ended March 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Ingredion Incorporated.

/s/ James P. Zallie

James P. Zallie
Chief Executive Officer
May 7, 2021

A signed original of this written statement required by Section 906 has been provided to Ingredion Incorporated and will be retained by Ingredion Incorporated and furnished to the Securities and Exchange Commission or its staff upon request.

**Certification Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the
Sarbanes-Oxley Act of 2002**

I, James D. Gray, the Chief Financial Officer of Ingredion Incorporated, certify that to my knowledge (i) the report on Form 10-Q for the quarter ended March 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Ingredion Incorporated.

/s/ James D. Gray

James D. Gray
Chief Financial Officer
May 7, 2021

A signed original of this written statement required by Section 906 has been provided to Ingredion Incorporated and will be retained by Ingredion Incorporated and furnished to the Securities and Exchange Commission or its staff upon request.
