

Ingredion Incorporated
Severance Pay Plan for Non-Union Employees

SUMMARY PLAN DESCRIPTION (“SPD”)
JUNE 2016

In certain circumstances, your employment may be terminated due to a restructuring, a reduction in our workforce or job elimination. The Ingredion Incorporated Severance Pay Plan for Non-Union Employees (the "Severance Plan") provides benefits to eligible employees, described in more detail below, (“Eligible Employees”) who terminate employment under these circumstances.

ELIGIBILITY

You are eligible to participate in the Severance Plan if you are a regular, full-time, non-union U.S. employee (or U.S. outbound employee on international assignment) of the Company or one of its subsidiaries or affiliates that elects to participate in this Severance Plan (an "Employer") unless you have entered into a written employment agreement or a written severance agreement, with your Employer.

You are not eligible to participate in the Severance Plan if you:

- Are hired for a temporary, vacation relief or summer position;
- Are covered by a collective bargaining agreement;
- Have a written employment agreement or a written severance agreement in effect with an Employer.
- Are a leased employee;
- Are an individual who was retained by the Company through an external temporary help firm or other outsourcing or staffing firm;
- Perform services under an agreement with the Company that designates you as an independent contractor, consultant, or similar non-employee; or
- Elect to receive an enhanced retirement benefit (in connection with a retirement window offer or otherwise).

COVERAGE

You will become eligible to receive benefits under the Severance Plan if you meet the eligibility requirements described above, and you are separated involuntarily without cause from employment by an Employer because of a restructuring, a reduction in our workforce or job elimination. “Participant” as used in this SPD means an Eligible Employee who the Plan Administrator has determined is eligible to receive benefits under the Severance Plan.

Exclusions

Note that you will not receive benefits under the Severance Plan if you (i) do not meet the eligibility requirements of the Severance Plan; or (ii) are terminated for one of the following reasons:

- voluntary resignation, including retirement;
- death or disability;
- poor performance or misconduct (including, but not limited to, a breach of the employee’s duties or responsibilities, a breach of any agreement between the employee and an Employer containing restrictive covenants for the benefit of any Employer, the commission of or conviction in connection with a felony or an act of fraud, embezzlement, theft or misrepresentation or any gross or willful misconduct, violation of law or violation of Company policy);
- termination resulting from the transfer of ownership of part or all of an Employer or part or all of the assets of an Employer, or an operating division or other business unit, to another party (including, where such continuation of employment occurs automatically by operation of applicable agreements concerning such transfer or applicable law) or where the employee receives an offer of employment from the other party or otherwise in connection with such transfer (whether or not the employee accepts such offer of employment);
- a transfer or outsourcing of a department, division or other operation of an Employer where the employee receives an offer of employment from the entity to which the department, division or operation is transferred or outsourced (whether or not the employee accepts such offer of employment);
- termination which will entitle the employee to benefits under the Special Severance Program for Salaried Employees; or
- termination after your Employer ceases to be a participating Employer in the Severance Plan.

SEVERANCE PLAN BENEFITS

The amount of severance pay that a Participant will receive is normally determined according to the following schedule:

Length of Continuous Service	Weeks of Pay
Less than 6 years of completed service	12 weeks of base salary
6 years or more of completed service	2 weeks of base salary for each completed year of service

The maximum severance benefit is 52 weeks of base salary.

Under certain circumstances, the Employer may, at its discretion, choose to increase the severance pay in the previous schedule. An employee is entitled to only one separation pay benefit for the same period of employment. If an employee elects to receive a retirement benefit (in connection with a retirement window offer or otherwise), he or she will not be eligible for benefits under this Severance Plan.

“Base salary” for purposes of the Severance Plan includes your then current annual base salary (or annualized hourly base wage rate, if applicable), and it does not include any overtime compensation, commissions, bonuses, or other allowances or benefits.

Your service for purposes of the Severance Plan includes all full years of your most recent continuous service with an Employer (unless otherwise required by law). A full year of service constitutes a 12-month period commencing on your most recent first date of employment with an Employer and each anniversary of that date. Only service during the most recent continuous period of employment with an Employer shall be considered. So, for example, if you left a participating Employer and later returned to employment, only your service from your most recent hire date counts in figuring your severance pay.

Your severance pay will be paid to you in a single lump sum as soon as administratively practicable after acceptance of the Release described below and the completion of the seven (7) day revocation period referred to below.

To the extent that you receive severance, separation, notice pay or other similar benefits from an Employer in connection with the Worker Adjustment and Retraining Notification Act or any similar state or local statute, ordinance or other applicable law (the "WARN Act") or under any local statute, ordinance or other applicable law in any location in which you were assigned by the Company or one of its affiliates to work on an international assignment, the severance benefits set forth above will be reduced by the amount of pay and other benefits provided to you in connection with the WARN Act or other applicable law (unless otherwise prohibited by applicable law). For purposes of this Severance Plan, such pay and benefits includes (but is not limited to) payments or other benefits provided to you during any period of time that you remain on an Employer's payroll for purposes of fulfilling any actual or anticipated notice obligation(s) under the WARN Act or other applicable law (or any pay or benefits provided in lieu of such notice).

If you are terminated by an Employer and are eligible to receive a benefit from the Severance Plan, you will be notified by your human resources representative. In the event you believe that you are entitled to receive a benefit from the Severance Plan and are not so notified, contact your human resources representative to file a claim for benefits.

Other Benefits

Upon your termination of employment, your participation in all Employer benefit plans shall cease in accordance with the terms of such plans. However, if you make a timely election to continue your health care benefits through COBRA, the Company will pay the full COBRA premium for the coverage you elect for a period of time equal to the number of months or weeks upon which your severance payment is calculated, or, if earlier, until you cease to be eligible for COBRA (the "COBRA Subsidy"). Note that you will be deemed to receive income attributable to the COBRA Subsidy and shall be responsible for any and all applicable tax liability arising from such benefit. Additionally, the Company will provide outplacement services using a vendor selected at the Company's sole discretion for a period of time determined at the Company's sole discretion. Your human resources representative will provide you with information regarding continuation coverage (e.g., COBRA health care coverage) and conversion options (e.g., life insurance), if applicable.

Tax Information

Severance pay is considered taxable income and is subject to federal income tax, state income tax (if applicable), and social security withholding. Appropriate sums will be withheld as required by law.

GENERAL INFORMATION ABOUT THE SEVERANCE PLAN

Waiver and Release of Claims

In order to be eligible to receive the benefits described in this section, a Participant must (a) sign (and not revoke per its terms, if applicable), return and comply with a separation agreement in a form acceptable to the Company containing (among other things) a waiver and release of claims (a "Release") within the time period specified in such Release; (b) if applicable, continue performing the Participant's assigned job duties (or, if applicable, be on an approved leave of absence) through the last day of employment specified by the Employer; and (c) remain in compliance with any agreement(s) between the Participant and an Employer containing restrictive covenants to the benefit of any Employer, including without limitation, covenants concerning confidential information, non-competition, non-solicitation, non-disparagement and intellectual property.

You are encouraged to consult with an attorney, your family and/or a financial advisor before deciding whether to sign the Release. Final payment of your severance pay will be made as soon as administratively practicable after acceptance of the Release and the completion of the seven (7) day revocation period (without any revocation by you).

Method of Funding

The Employers are not required under the Severance Plan to set aside any of their assets for the purpose of funding their obligations under the Severance Plan. No person entitled to benefits under the Severance Plan has any right, title or claim in or to any specific assets of the Employers, but shall have the right only as a general creditor of the Employer to receive benefits from the Employer on the terms and conditions provided in the Severance Plan.

Administration of the Severance Plan

The Severance Plan is administered by the committee appointed by the Company's Board of Directors to administer the employee benefit and welfare plans (the "Plan Administrator"). The Company is the "administrator" and a "named fiduciary" under the Severance Plan for purposes of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Claims Procedure

The Plan Administrator will determine the rights of any employee or former employee of an Employer to any severance pay or benefits under the Severance Plan. The Plan Administrator has the sole and absolute power and authority to interpret and apply the provisions of the Severance Plan to a particular circumstance, make all factual and legal determinations, construe uncertain or disputed terms and make eligibility and benefit determinations in such manner and to such extent as the Plan Administrator in his or her sole discretion may determine. Any employee or former employee of an Employer who believes that he or she is entitled to receive severance pay or benefits under the Severance Plan, including severance pay or benefits other than those initially determined by the Plan Administrator, may file a claim in writing with the Plan Administrator. No later than 90 days after the receipt of the claim, the Plan Administrator will either allow or deny the claim in writing. In some cases, an additional 90 days may be required to process the claim. When additional time is needed, the claimant will be notified of the special circumstances requiring the extension and the date a final decision is expected. The extension may not exceed a total of 180 days from the date the claim was originally received.

A denial of a claim, in whole or in part, will be written in a manner calculated to be understood by the claimant and will include:

- the specific reason or reasons for the denial;
- specific reference to pertinent Severance Plan provisions on which the denial is based;
- a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- an explanation of the claim review procedure and a statement of the claimant's right to bring a civil action under ERISA section 502(a).

A claimant whose claim is denied (or his or her duly authorized representative), may within 60 days after receipt of the denial of his or her claim:

- request a review upon written application to the Committee;
- review pertinent documents; and
- submit issues and comments in writing.

The Committee will notify the claimant of the decision upon review within 60 days after receipt of a request for review unless special circumstances require an extension of time for processing, in which case a decision will be rendered as soon as possible, but not later than 120 days after receipt of a request for review. Notice of the decision on review will be in writing. If the claim is denied upon review, in whole or in part, the claimant will receive a notice specifying the reason for the denial, the Severance Plan provisions on which the denial is based, notice that upon request the claimant is entitled to receive free of charge reasonable access to and copies of the relevant documents, records and information used in the claims process, a statement describing any voluntary appeals procedures offered by the Severance Plan, and the claimant's right to file a civil action under section 502(a) of ERISA. The Committee's decision upon review will be final and binding on any claimant or any successor in interest.

Except for actions to which the statute of limitations prescribed by section 413 of ERISA applies, no legal action may be brought later than one year after you or your authorized representative receives a final decision from the Committee in response to a request for review of the denied claim. No other legal or equitable action involving the Severance Plan may be commenced later than two years from the time the person bringing an action knew, or had reason to know, of the circumstances giving rise to the action. This provision shall not bar the Severance Plan or its fiduciaries from recovering overpayments of benefits or other amounts incorrectly paid to any person under the Severance Plan at any time or bringing any legal or equitable action against any party. Furthermore, no legal or equitable action under ERISA may start prior to exhaustion of the process described above.

Any legal action involving or related to the Severance Plan, including but not limited to any legal action to recover any benefit under the Severance Plan, must be brought in the United States District Court for the Northern District of Illinois, and no other federal or state court.

Amendment or Termination of Severance Plan

The Company may amend, modify or terminate the Severance Plan at any time. However, no amendment, modification or termination will deprive any Participant of any payment or benefit that the Plan Administrator previously has determined is payable under the Severance Plan.

Important Note: We have tried to make this SPD as complete, accurate, and up-to-date a description as possible. However, this is a summary of the legal Severance Plan document. If the Severance Plan document is more specific or there is any discrepancy between this SPD and the legal Severance Plan document, the Severance Plan document will always govern.

In addition, nothing in this SPD should be interpreted as an employment contract, nor does it create an entitlement to any benefit from the Company, and nothing in the Severance Plan or the SPD alters your status as an “at will” employee. This SPD is merely a description of the benefits offered to Eligible Employees as of June 2016.

Right of Recovery

If for any reason the Severance Plan pays a benefit that is larger than the amount allowed, the Severance Plan has the right to recover the excess amount from the person or entity that received it.

No Assignment

Your rights and benefits under the Severance Plan cannot be assigned, sold, transferred, pledged by you or reached by your creditors (or anyone else), except in limited circumstances.

ERISA Rights

As a Participant in the Severance Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Severance Plan participants shall be entitled to:

- examine, without charge, at the Plan Administrator's office all Severance Plan documents and copies of all documents filed by the Severance Plan with the U.S. Department of Labor; and
- obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may impose a reasonable charge for the copies.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the Severance Plan. The people who operate the Severance Plan, called "fiduciaries" of the Severance Plan, have a duty to act prudently and in the interest of you and other Participants and beneficiaries. No one, including your Employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your interest in the Severance Plan or from exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit from one of the Severance Plan is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claim reviewed and reconsidered. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Severance Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that the Severance Plan's fiduciaries misuse the Severance Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose and the court finds your claim to be frivolous, the court may order you to pay these costs and fees.

Assistance With Your Questions

If you have any questions about the Severance Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefit Administration, United States Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

