

Ingredion Incorporated.
5 Westbrook Corporate Center
Westchester,
Illinois 60154
United States

STRICTLY PRIVATE AND CONFIDENTIAL

14 May 2026

Dear Sir / Madam

We refer to the possible offer to acquire the entire issued and to be issued share capital of Tate & Lyle PLC (the “**Provider**”) by Ingredion Incorporated (the “**Recipient**”) (the “**Proposed Transaction**”).

In consideration of the mutual disclosure of certain confidential information, each of the Parties agrees and undertakes to the other in relation to the other's confidential information in the terms set out below.

1 Definitions

1.1 The following definitions apply for the purposes of this letter:

“**Associate**”, in relation to any person, means:

- (i) any holding company or parent undertaking or subsidiary or subsidiary undertaking of such person or of any such holding company or parent undertaking (as such terms are defined in the Companies Act 2006); and
- (ii) any person who would otherwise be acting in concert with such person as defined in the Code;

in each case, from time to time;

“**Authorised Recipients**” has the meaning in paragraph 2.1.1;

“**Code**” means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Panel;

“**Confidential Information**” means information of whatever nature relating directly or indirectly to the Provider or any member of its Group which is made available (whether on or after the date of this letter) to the Recipient, its Associates, its or their Authorised Recipients by the Provider or any other member of the Provider's Group or the Provider's advisers for the purpose of considering, evaluating, negotiating, advising in relation to, implementing or furthering the Proposed Transaction in whatever form or medium, including written, visual, electronic or oral and includes such portions of any information, analyses, compilations, notes, studies, memoranda or other documents to the extent derived from, containing or reflecting such information but excludes information which:

- (i) is publicly available at the time of its disclosure under this letter;
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- (ii) becomes publicly available following disclosure under this letter (other than as a result of disclosure by the Recipient or any of its Authorised Recipients contrary to the terms of this letter);
- (iii) was lawfully in the Recipient's possession or that of an Associate or Authorised Recipient prior to disclosure under this letter (as can be demonstrated by the Recipient's or such Associate's or Authorised Recipient's written records or other reasonable evidence) free of any restriction as to its use or disclosure;
- (iv) following disclosure under this letter, becomes available to the Recipient or any Associate or any Authorised Recipient (as can be demonstrated by the Recipient's or such Associate's or Authorised Recipient's written records or other reasonable evidence) from a source other than the Provider, which source is not known by the Recipient and/or its Associates to be bound by any obligation of confidentiality to the Provider in relation to such information; or
- (v) is or has been independently developed by the Recipient and/or any of its Associates or Authorised Recipients without violating its obligations under this letter;

"Connected Persons" means, in relation to a Party, the directors, officers, and employees of its Group;

"Finance Provider" means a provider or prospective provider of finance to the Recipient in connection with the Proposed Transaction in respect of whom the Recipient has obtained the prior written consent of the Provider (such consent not to be unreasonably withheld or delayed), and such consent shall not be needed in connection with any syndication of debt following any announcement of a firm offer under Rule 2.7 of the Code by the Recipient or any person acting in concert with the Recipient, in each case together with any director, officer, employee, adviser, agent or representative of such provider or prospective provider of finance;

"Group", in relation to any person, means any entities which are holding companies, parent undertakings, subsidiaries of its parent undertakings, or subsidiary undertakings (as such terms are defined in the Companies Act 2006) of it or any such holding company from time to time;

"group undertakings" shall be construed in accordance with section 1161 of the Companies Act 2006;

"Panel" means the Panel on Takeovers and Mergers;

"Part VI Rules" means any of the UK Listing Rules, Disclosure Guidance & Transparency Rules, Public Offers and Admissions to Trading Regulations 2024, or Prospectus Rules: Admission to Trading on a Regulated Market made by the Financial Conduct Authority in exercise of its functions as competent authority pursuant to Part VI of the Financial Services and Markets Act 2000;

"Party" means each of Ingredion Incorporated and Tate & Lyle PLC (and the term **"Parties"** shall be construed accordingly); and

"personal data" means such Confidential Information as relates to identified or identifiable living individuals.

- 1.2 The words "including", "include", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words that precede them.
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- 1.3 The words “to the extent that” shall mean “to the extent that” and not solely “if” and similar expressions shall be construed in the same way.
- 1.4 References to: (i) a person include any company, corporation, firm, joint venture, partnership or unincorporated association (whether or not having separate legal personality); and (ii) a company include any company, corporation or body corporate, wherever incorporated.
- 1.5 The singular shall include the plural and vice versa.

2 Confidential Information

2.1 Subject to paragraph 3 (*Existence of the Proposed Transaction*), paragraph 4 (*Finance Providers*) and paragraph 11 (*Permitted Disclosure*), and always to Rule 2.3(d) of the Code, the Recipient shall:

2.1.1 keep the Confidential Information secret and confidential and not disclose any of it to any person other than any Associate or individuals:

- (i) who are:
 - (a) directors, partners, officers, consultants, employees or agents of the Recipient or its Associates; or
 - (b) directors, partners, officers, consultants, agents or employees of any of the Recipient’s or its Associates’ advisers,

in each case, who need to know the same for the purposes of considering, evaluating, negotiating, advising on, furthering or implementing the Proposed Transaction; or

- (ii) to whom disclosure is permitted by paragraph 4 (*Finance Providers*),

(together, the “**Authorised Recipients**”);

2.1.2 only use the Confidential Information for the sole purpose of considering, evaluating, negotiating, advising on, furthering or implementing the Proposed Transaction and shall not use it for any other purpose;

2.1.3 keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party, and shall otherwise comply with applicable data protection legislation, including by taking such security measures against unauthorised or unlawful processing or actual loss or destruction of, or damage to, personal data as may be required under that legislation;

2.1.4 not make any copies of Confidential Information or reproduce it in any form except for the purpose of the Proposed Transaction and/or supplying the same to those to whom disclosure is permitted in accordance with this letter;

2.1.5 not engage any debt finance provider or equity finance provider to arrange, facilitate or provide finance or equity to the Recipient or any of its Associates on an exclusive basis in connection with the Proposed Transaction and the Recipient shall immediately release and procure that any of its Associates immediately releases any such debt or equity finance provider who has been so engaged by the Recipient or any of its Associates prior to the date of this letter;

- 2.1.6 inform the Provider as soon as reasonably practicable if the Recipient becomes aware that Confidential Information has been disclosed by it or its Associates to an unauthorised third party; and
- 2.1.7 notify the Provider in the event that it receives a request by an individual to exercise any of their rights under any applicable data protection legislation in relation to Confidential Information that includes personal data, including a request to obtain a copy of their personal data, and comply with the Provider's reasonable instructions with respect to such request.

3 Existence of the Proposed Transaction

- 3.1 Subject to paragraph 4 (*Finance Providers*), paragraph 11 (*Permitted Disclosure*), paragraph 14 (*Restrictions on Share Acquisitions*), and always to Rule 2.3(d) of the Code, the Recipient shall, and shall procure that its Authorised Recipients shall, keep secret and confidential the existence, status, progress and contents of any negotiations or discussions relating to the Proposed Transaction, any terms proposed in relation to the Proposed Transaction and the existence and contents of this letter (the "**Proposed Transaction Details**") and shall not, without the prior written consent of the Provider (such consent not to be unreasonably withheld or delayed), directly or indirectly:
 - 3.1.1 make any disclosure or announcement concerning, or otherwise publicise, the Proposed Transaction, the Proposed Transaction Details or any other arrangement with the Provider relating to the Proposed Transaction;
 - 3.1.2 while discussions regarding the Proposed Transaction are continuing, visit or inspect any of the properties owned or occupied by any member of the Provider's Group other than in a personal capacity as a customer or prospective customer of the Provider or in the ordinary course of business unrelated to the Proposed Transaction without the prior written consent of the Provider, provided that, in the case of properties occupied jointly by any member of the Provider's Group and third parties, this provision shall not restrict visits or inspections of such parts of properties that are not occupied by any member of the Provider's Group;
 - 3.1.3 disclose the Proposed Transaction or otherwise discuss the Proposed Transaction or the Proposed Transaction Details with any of its own shareholders (unless the relevant shareholder is represented on its board or the Proposed Transaction or the possibility of the Proposed Transaction has been announced in accordance with the terms of this letter); or
 - 3.1.4 disclose the Proposed Transaction or otherwise discuss the Proposed Transaction or the Proposed Transaction Details or contact or enter into any communication with any person that the Recipient knows is a shareholder, customer, director, partner, officer or employee of the Provider and its Group in relation to the Proposed Transaction (unless the relevant shareholder is also a shareholder of the Recipient and provided that any such contact or communication with the shareholder relates to matters other than the Proposed Transaction) (otherwise than where permitted pursuant to paragraph 5 (*Nominated Representatives*)). For the avoidance of doubt, nothing in this paragraph 3.1.4 is intended to capture the ordinary course business or dealings of the Recipient or its Associates or Authorised Recipients with any such shareholder, customer, director, partner, officer or employee of the Provider or its
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Group, provided that such dealings do not involve any discussion of the Proposed Transaction or Proposed Transaction Details.

- 3.2 The Recipient confirms that, as at the date of this letter, it has not, and to the best of its knowledge and belief, its Authorised Recipients have not, taken any action which would have been contrary to the prohibitions as set out in paragraph 3.1 above had this letter already been entered into.
- 3.3 Subject always to paragraph 11 (*Permitted Disclosure*) and to Rule 2.3(d) of the Code, the Provider shall, and shall procure that its Associates and its and their Connected Persons, agents, consultants and advisers shall keep secret and confidential and shall not (unless authorised to do so in writing by the Recipient) make any disclosure or announcement concerning, or otherwise publicise:
- 3.3.1 the existence of the Recipient as an offeror or possible offeror in relation to the Proposed Transaction, the Proposed Transaction Details or any other arrangement with the Recipient relating to the Proposed Transaction;
 - 3.3.2 the fact that discussions are taking place with the Recipient, the existence or terms of this letter, the fact that Confidential Information has been made available to the Recipient, its Associates or any of its and their Authorised Recipients; or
 - 3.3.3 any confidential or non-public information provided by or on behalf of the Recipient or any Associate to the Provider, save that the Provider shall be able to disclose such information to any: (i) Associates, directors, partners, officers or employees of the Provider or any member of its Group; or (ii) directors, partners, officers or employees of the Provider or any Associate of the Provider or member of its Group's advisers, in each case, who need to know the same for the purposes of considering, evaluating, negotiating, advising on, implementing or furthering the Proposed Transaction and, in each case, provided each such person is informed of the Provider's confidentiality obligations in this letter.
- 3.4 The Provider confirms that, as at the date of this letter, it has not, and to the best of its knowledge and belief, its Associates, Group and its and their respective directors, partners, officers, employees, advisers, consultants and agents have not, taken any action which would have been contrary to the prohibitions as set out in paragraph 3.3 above had this letter already been entered into.

4 Finance Providers

Without prejudice to paragraph 2.1 (*Confidential Information*) and paragraph 3 (*Existence of the Proposed Transaction*) and subject to paragraph 11 (*Permitted Disclosure*), the Recipient may only disclose Confidential Information and the Proposed Transaction Details to the Finance Providers who need to know the same for the purposes of considering, evaluating or advising on the financing of the Proposed Transaction provided that, prior to any such disclosure: (i) the Recipient has notified the Provider of the name of each Finance Provider to whom it wishes to disclose Confidential Information; (ii) the Provider has agreed to such disclosure, such agreement not to be unreasonably withheld or delayed; and (iii) each Finance Provider is informed of and agrees to observe the obligations regarding Confidential Information and the Proposed Transaction Details on substantially the same terms as set out in this letter and, if the Provider reasonably requires, has given such direct undertakings to the Provider (provided that such undertakings shall be no more onerous than those set

out in this letter in respect of the disclosure of Confidential Information and the Proposed Transaction Details).

5 Nominated Representatives

- 5.1 Subject to paragraph 5.2, the Recipient shall (and shall procure that its Authorised Recipients shall), in relation to the Proposed Transaction, the Proposed Transaction Details and the Confidential Information, make contact and deal only with the persons whose names are set out in Schedule 1 or who are subsequently notified in writing to the Recipient by the Provider and not with any other representatives of the Provider or its advisers.
- 5.2 The Recipient, its Associates and any Authorised Recipients may communicate with the Provider's advisers, consultants and agents in connection with the Proposed Transaction and the Proposed Transaction Details.

6 Authorised Recipients

- 6.1 The Recipient shall procure that each Authorised Recipient to whom Confidential Information is to be made available is made aware of the Recipient's obligations regarding Confidential Information under this letter, and shall direct such Authorised Recipient to observe the obligations contained in this letter regarding Confidential Information applicable to such Authorised Recipient as if they were a party hereto.
- 6.2 The Recipient shall be liable to the Provider for any breach of this letter by such persons whose actions it is required to direct and/or procure (and any action by such person that would constitute a breach of this letter by such person, if that person was party to the letter as an Authorised Recipient and had an obligation to the Provider in the letter to take the actions that the Recipient is required by the letter to direct that it take) save for any such Authorised Recipients who have agreed in writing directly with the Provider to be bound by the provisions of this letter.

7 Return and Destruction of Confidential Information

- 7.1 Each Party shall, at its own expense, as soon as practicable following termination of discussions concerning the Proposed Transaction and in any event within 14 days of receipt of a written demand from the other Party:
- 7.1.1 so far as it is practicable to do so return or destroy (at its election), or procure the return or destruction of, all originals and hard copies of (i) in the case of the Recipient, the Confidential Information provided by the Provider to the Recipient or its Authorised Recipients which are in the Recipient's possession or under the Recipient's custody and control; and (ii) in the case of the Provider, any confidential or non-public information provided by the Recipient to the Provider which are in the Provider's possession or under the Provider's custody and control;
- 7.1.2 so far as it is practicable to do so, permanently erase, or procure the permanent erasing of, all electronic copies of (i) in the case of the Recipient, any Confidential Information in the Recipient's possession or under the Recipient's custody and control; and (ii) in the case of the Provider, any confidential or non-public information provided by the Recipient to the Provider which are in the Provider's possession or under the Provider's custody and control; and
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7.1.3 on written request by the other Party, supply written confirmation (email being sufficient) that, to the best of its knowledge, information and belief, having made all proper enquiry, the requirements of this paragraph that apply to it have been complied with,

provided that, without prejudice to any duties of confidentiality contained in this letter:

- (i) either Party may retain any information as may be required by law or regulation or requirement of any regulatory or governmental authority or stock exchange, including the rules of a professional body or any bona fide document retention, internal compliance or audit policy; and
- (ii) nothing shall require the erasure or destruction of information stored on back-up electronic archives as a result of routine backup or archiving procedure.

8 Ownership of Confidential Information

The Confidential Information shall remain the property of the Provider and its disclosure shall not confer on the Recipient or any other person any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this letter.

9 No Offer

Neither the Confidential Information nor anything else in this letter shall constitute an offer by or on behalf of the Provider or the Recipient (or any member of their respective Groups) and neither the Provider or the Recipient (nor any member of their respective Groups) shall be under no obligation to accept any offer or proposal or to proceed with or implement the Proposed Transaction.

10 No Representation

None of the Confidential Information has been subject to verification, and neither the Provider nor any member of its Group nor any of its representatives or advisers accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the Confidential Information or any oral communication in connection with the Confidential Information and the Recipient undertakes to the Provider (for itself and as trustee for all other companies in its Group and its representatives and advisers) to waive any liability which such Parties may incur by reason of the Recipient's use of, or reliance upon, any of the Confidential Information, provided that nothing in this paragraph 10 shall limit or restrict liability arising as a result of fraud.

11 Permitted Disclosure

The provisions of paragraph 2.1 (*Confidential Information*), paragraph 3 (*Existence of the Proposed Transaction*) and paragraph 4 (*Finance Providers*) shall not restrict any disclosure of Confidential Information and the Proposed Transaction Details to the extent required by law or regulation or by any court or tribunal of competent jurisdiction, the Part VI Rules, the rules and regulations of the London Stock Exchange or the New York Stock Exchange (or any other stock or securities exchange on which the Recipient's or the Provider's shares are listed, traded or quoted), the Code or any enquiry or investigation by any governmental, official or regulatory body (including, without limitation, any relevant securities exchange) which is lawfully entitled to require any such disclosure provided that, to the extent

reasonably practicable and permitted by applicable law and regulation, prior to such disclosure, the Recipient shall promptly notify the Provider in advance of such disclosure with a view to providing the opportunity for the Provider to avoid or limit such disclosure, provided that the Recipient shall disclose only that portion of the Confidential Information that, on the advice of its counsel, is required to be disclosed, having given due consideration to the comments, if any, received from the Provider as to the timing, form and content of such disclosure. Notwithstanding anything herein to the contrary, the notice and other provisions in this paragraph shall not apply in connection with disclosures to regulatory or governmental authorities (including, without limitation, any relevant stock or securities exchange) pursuant to routine requests not targeted at the Provider or the Confidential Information.

12 No Collusion

- 12.1 Without prejudice to paragraph 2.1 (*Confidential Information*) and paragraph 3 (*Existence of the Proposed Transaction*) and paragraph 4 (*Finance Providers*), the Recipient shall not, and shall procure that none of its Associates, nor its or its Associates' advisers shall, without the Provider's prior written consent, discuss with, or communicate to, any person any aspect of the Proposed Transaction (including the conduct and the terms of the Proposed Transaction and any offer in relation to the Proposed Transaction) for the purposes of pursuing the Proposed Transaction through either: (i) seeking equity funding and/or equity financing for the Proposed Transaction from any third party; or (ii) creating or joining a consortium, bringing in a co-investor or otherwise.

13 Non-solicitation of Employees

- 13.1 The Recipient shall not, and shall procure that its Associates who: (i) have received any Confidential Information; (ii) are aware of the Proposed Transaction or any Proposed Transaction Details; or (iii) are otherwise acting as directed encouraged or suggested by the Recipient and/or any of its Associates that are described in (i) or (ii) above shall not, for a period of 18 months from the date of this letter, solicit, endeavour to entice away, employ or offer to employ any person who is at any time during the negotiation of the Proposed Transaction employed in an executive or managerial position by, or is an officer of the Provider and is a person who (a) has participated in the discussions relating to the Proposed Transaction or, to the knowledge of the Recipient, the supply of Confidential Information; (b) is a senior or key employee (as would be reasonably apparent to the Recipient) and/or who is involved in the negotiations relating to the Proposed Transaction or is specifically identified in any of the Confidential Information supplied by the Recipient as a senior or key employee; or (c) the Recipient has otherwise come into contact with, as a result of the Proposed Transaction, whether or not such person would commit any breach of their contract of service in leaving its employment.
- 13.2 The foregoing shall not prohibit the Recipient from: (i) the placing of an advertisement of, and the subsequent recruitment to, a post available to a member of the public generally and hiring any person who responds thereto; (ii) hiring any person contacting the Recipient or any of its Associates of their own initiative for the purpose of seeking employment without any encouragement or solicitation by the Recipient or its Associates that have received Confidential Information and/or any agency which are acting under the instructions of the Recipient and/or its Associates to do so; (iii) the recruitment of a person through an employment agency, provided that, in the case of the recruitment of a person through an agency, neither the Recipient nor any of its Associates encourages or advises such agency
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to approach any such person; and/or (iv) soliciting and/or hiring any person who has been terminated by the Provider prior to commencement of employment discussions between the Recipient and such person.

14 Restrictions on Share Acquisitions

14.1 Subject to paragraphs 14.3 to 14.5, and without prejudice to any obligations it may have at law, under other provisions of this letter, under the Code or otherwise, the Recipient agrees that it shall not, and shall:

- (i) procure that its Associates with knowledge of the Proposed Transaction or the Proposed Transaction Details at the time (other than its professional advisers); and
- (ii) direct that its Associates' representatives (to the extent such representatives are acting on behalf of or at the direction of the Recipient, its Associates, at the time),

shall not for a period of 12 months from the date of this letter, without the prior consent in writing of the Provider, be involved in any Prohibited Activity.

14.2 For the purposes of this paragraph 14.1, each of the following is a "**Prohibited Activity**":

- (i) acquiring or seeking to acquire any interest in the shares (as defined in the Code) of the Provider, including rights to acquire, rights to subscribe for, options in respect of, and derivatives referenced to, such securities;
 - (ii) entering into any agreement or arrangement (conditionally or otherwise and whether legally binding or not) with any person in relation to the acquisition of such an interest in the shares (as defined in the Code) of the Provider;
 - (iii) subject to paragraph 3 (*Existence of the Proposed Transaction*), paragraph 5.1 (*Nominated Representatives*) and paragraph 11 (*Permitted Disclosure*), communicating with any shareholder of the Provider with the purpose or effect of encouraging such shareholder to:
 - (a) oppose the board of directors of the Provider's business strategy or management of the business; or
 - (b) request (publicly or otherwise) that the board of directors of the Provider takes a particular course of action, or otherwise seek to influence the position of the board of directors of the Provider, in relation to any proposal, possible offer or offer for all or any part of the voting share capital of the Provider announced by the Recipient or any other Party;
 - (iv) making a general offer, including a mandatory offer, for all or any part of the share capital of the Provider;
 - (v) subject to paragraph 11 (*Permitted Disclosure*), announcing, or taking any action which, under the Code or otherwise, would require the announcement of any proposals for any takeover, merger, consolidation or share exchange or similar transaction involving the securities of the Provider or any member of its Group;
 - (vi) taking any step which might reasonably be expected to give rise to any obligation under the Code or its equivalent in any jurisdiction to make any offer for all or any part of the share capital of the Provider; or
 - (vii) knowingly assisting or advising any person in relation to, any of the foregoing.
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- 14.3 The restrictions in paragraph 3 (*Existence of the Proposed Transaction*) and paragraph 14.1 (*Restrictions on Share Acquisitions*) (without prejudice to other obligations or restrictions) shall cease to apply:
- (i) if the Recipient or any of its Associates, publishes an announcement of a recommended offer under Rule 2.7 of the Code to acquire the Provider (including by way of scheme of arrangement);
 - (ii) if the Provider announces that it is seeking one or more potential offerors by way of a formal sale process or private sale process (as referred to in Practice Statement 31 of the Panel);
 - (iii) if J.M. Huber Corporation disposes of, or otherwise ceases to be interested (as defined in the Code) in, 50 per cent or more of the shares carrying voting rights (as defined in the Code) of the Provider that it holds as at the date of this letter;
 - (iv) if any person other than the Recipient or any of its Associates:
 - (a) shall have become interested (as defined in the Code) in shares carrying more than 20 per cent of the voting rights (as defined in the Code) of the Provider;
 - (b) makes, or announces under Rule 2.7 of the Code, an offer to acquire the Provider (including by way of scheme of arrangement or pursuant to Rule 9 of the Code), whether or not recommended by the board of directors of the Provider;
 - (c) makes an announcement under Rule 2.4 of the Code that it may make an offer to acquire the Provider (including by way of scheme of arrangement);
 - (d) with the agreement of the Provider, or the Provider announces a proposal to seek shareholders' approval for a third party to avoid making an offer which would otherwise be required under Rule 9 of the Code;
 - (e) the Provider enters into or announces that it is proposing to enter into a reverse takeover (as defined in the Code); or
 - (f) enters into an agreement with the Provider to make, an acquisition of all or a significant portion (being 30 per cent or more) of the undertakings, assets or business of the Provider or its Group.
- 14.4 In the event that the Recipient or any of its Associates, acquires any interests in securities of the Provider in breach of paragraph 14.1 (*Restrictions on Share Acquisitions*), then, on request of the Provider (without prejudice to any other right of the Provider under this letter) the Recipient shall dispose of or procure the disposal of such interest within seven days.
- 14.5 Nothing in paragraph 14.1 (*Restrictions on Share Acquisitions*) (without prejudice to other obligations or restrictions) shall prevent:
- 14.5.1** the acquisition of any interest in securities in the Provider:
- (i) so long as the Recipient and the persons who are to be so restricted are not and shall not be in aggregate interested (as defined in the Code) in 5 per cent or more of any class of shares in the share capital of the Provider or shares which carry 5 per cent of the voting rights of the Provider;
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- (ii) by any exempt principal trader in the same Group as the Recipient's financial advisers on the Proposed Transaction, provided any such dealings comply with Rule 38 of the Code;
 - (iii) by any of the financial advisers to the Recipient in the normal course of their investment or advisory business, provided that such action did not arise, directly or indirectly from the instructions of, or otherwise in conjunction with or on behalf of, the Recipient;
 - (iv) by any person acquiring such interests as part of ordinary course index tracking activities or normal activity as a fund manager, market-maker, broker or provider of trustee or nominee services, provided that such action is not taken on the instructions of, or otherwise in conjunction with or on behalf of, the Recipient; or
 - (v) with the prior written consent of the Provider; or
- 14.5.2** the procuring and/or entering into of irrevocable undertakings or letters of intent with any shareholders of the Provider in connection with the Proposed Transaction, subject to the Provider having consented to the Recipient contacting such shareholder in accordance with paragraph 3.1.

15 Insider Dealing and Market Abuse

15.1 The Recipient acknowledges that the Confidential Information and the Proposed Transaction Details are given in confidence and that some or all of the Confidential Information and the Proposed Transaction Details may be inside information for the purposes of the Market Abuse Regulation (EU) No 596/2014, as it forms part of assimilated law as defined in the EU (Withdrawal) Act 2018 in the United Kingdom ("**MAR**") and the Criminal Justice Act 1993 (the "**CJA**") and that:

- 15.1.1** once it has received such information it must not act or use the information in any way that contravenes Article 8 MAR (insider dealing), Article 10 MAR (unlawful disclosure of inside information) and/or Article 12 MAR (market manipulation), in each case, if and for such time as the information remains inside information; and
- 15.1.2** subject to and in accordance with applicable law, it must not deal in securities that are price-affected securities (as defined in the CJA) in relation to any inside information, encourage another person to deal in price-affected securities or disclose the information (except as permitted by the CJA) for such time as the information remains inside information.

16 Privilege

The Recipient represents and agrees that to the extent any Confidential Information attracts any form of privilege or refers to other documents which attract any form of privilege, then such privilege shall not be waived, prejudiced or otherwise affected in any way (directly or indirectly) by being made available to the Recipient. The Recipient acknowledges that the Provider expressly relies on such representation and agreement in permitting the Recipient to have access to such Confidential Information.

17 Principal

The Recipient confirms that it is acting as a principal on its own account and not as an agent or broker for any other person. The Recipient also confirms that it shall be responsible for

any costs incurred by it or on its behalf in connection with the Proposed Transaction and/or the consideration and evaluation of the Confidential Information.

18 Duration

The obligations set out in this letter (other than paragraph 13 (*Non-solicitation of Employees*) which shall be subject to the time periods as specified in the respective paragraphs) shall cease to have effect upon completion of the Proposed Transaction. In the event of the termination of discussions or negotiations relating to the Proposed Transaction prior to Completion, the obligations set out in this letter shall continue in full force and effect notwithstanding the return or destruction of Confidential Information and any copies of it until the expiry of the period ending 24 months from the date of this letter.

19 Waiver

No failure or delay by either Party in exercising any of its rights under this letter shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.

20 Remedies

Without prejudice to any other rights or remedies which either Party may have, each Party acknowledges and agrees that damages would not be an adequate remedy for any breach by either Party of the provisions of this letter and each Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the other Party or any other relevant person and no proof of special damages shall be necessary for the enforcement by either Party of the rights under this letter.

21 Assignment

Neither Party shall assign, novate and/or otherwise transfer the benefit or burden of any provision of this letter (whether in whole or in part) without prior written consent of the other Party.

22 Variation

No variation of this letter shall be effective unless in writing and signed by or on behalf of each of the parties.

23 Severability

If any provision of this letter shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. To the extent it is not possible to delete or modify the provision, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this letter and the legality, validity and enforceability of the remainder of this letter shall, subject to any deletion or modification made under this paragraph, not be affected.

24 Notices

Any notice, claim or demand in connection with this letter shall be given in writing to the relevant Party at the address stated in this letter (or such other address as it shall previously have notified to the other Party).

In the case of the Provider:

Physical address:

For the attention of [REDACTED]

Tate & Lyle PLC

5 Marble Arch, London, United Kingdom, W1H 7EJ

with a copy to (which shall not constitute notice) addressed for the attention of: [REDACTED]
[REDACTED] at Linklaters LLP, 20 Ropemaker Street, London, EC2Y 9AR

Email address: [REDACTED]

with a copy (which shall not constitute notice) to each of [REDACTED]
and [REDACTED]

In the case of the Recipient:

Physical address:

For the attention of [REDACTED]
[REDACTED]

Ingredion Incorporated

5 Westbrook Corporate Center

Westchester, IL 60154 USA

Email address: [REDACTED]

With a copy (which shall not constitute notice) to each of [REDACTED]
[REDACTED]

Any notice sent by email shall be deemed received when sent (absent receipt of an error message), any notice sent by hand shall be deemed received when delivered and any notice sent (to the address set out at the beginning of this letter) by first class post shall be deemed received 48 hours after posting.

25 Third Party Rights

- 25.1 Save as provided in paragraph 25.2, a person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
 - 25.2 Each Party agrees that its Connected Persons shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this letter (as amended from time to time), subject to and in accordance with the terms of paragraphs 27.1 and 27.2.
 - 25.3 Notwithstanding the foregoing, under no circumstances shall any consent be required from any such Connected Person for the termination, rescission, amendment, or variation of this letter, whether or not such termination, rescission, amendment, or variation affects or extinguishes any such benefit or right.
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26 Counterparts

This letter may be entered into in any number of counterparts, all of which taken together shall constitute one and the same letter. Either Party may enter into this letter by signing any such counterpart.

27 Governing Law and Jurisdiction

27.1 This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

27.2 Each of the Parties irrevocably agrees that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter and that accordingly any proceedings arising out of or in connection with this letter shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

28 Takeover Code

The Parties agree that, if the Panel determines that any provision of this letter that requires the Provider to take or not to take action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.

29 Process Agent

29.1 The Recipient irrevocably appoints Ingredion UK Limited (the "**Agent**"), now of Ingredion House, Manchester Green, 339 Styal Road, Manchester, UK M22 5LW, as its agent to accept service of process in England and Wales in any legal action or proceedings arising out of or in connection with this letter, provided that:

29.1.1 service upon the Agent shall be deemed valid service upon the Recipient whether or not the process is forwarded to or received by the Recipient;

29.1.2 the Recipient shall inform the Provider, in writing, of any change in the address of the Agent within 28 days of such change;

29.1.3 if the Agent ceases to be able to act as a process agent or to have an address in England or Wales, the Recipient irrevocably agrees to appoint a new process agent in England or Wales and to deliver to the Provider within 14 days a copy of a written acceptance (including by email) of appointment by the new process agent; and

29.1.4 nothing in this letter shall affect the right to serve process in any other manner permitted by law.

Please indicate your acceptance of these terms by signing the enclosed duplicate of this letter and returning it to us.

Yours faithfully

[Redacted signature block]

Name: [Redacted]

Title: [Redacted]

For and on behalf of

Tate & Lyle PLC

Dated: 14 May 2026

We hereby agree to the terms of your letter dated 14 May 2026 of which a copy is set out above.

[Redacted signature block]

Name: [Redacted]

Title: [Redacted]

For and on behalf of
Ingredion Incorporated

Dated: 14 May 2026

Schedule 1
