

THIS LETTER (INCLUDING ITS APPENDICES) IS IMPORTANT. PLEASE READ IT CAREFULLY.

This letter should be read in conjunction with the Scheme Document circulated to Tate & Lyle Shareholders dated 3 July 2026, containing details of the Scheme, amongst other things.

If you are in any doubt as to the contents of this letter, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or independent financial adviser who, if you are taking advice in the United Kingdom, is authorised under the Financial Services and Markets Act 2000 (as amended from time to time) or, if you are taking advice outside the United Kingdom, from another appropriately authorised independent financial adviser.

3 July 2026



Dear Participant

Conditional share awards granted under the Tate & Lyle Performance Share Plan 2020 and the recommended acquisition of Tate & Lyle PLC by Ingredion Incorporated

On 8 June 2026, the boards of Tate & Lyle PLC ("**Tate & Lyle**") and Ingredion Incorporated ("**Ingredion**") announced that they had agreed the terms of a recommended acquisition by Ingredion to acquire the entire issued, and to be issued, ordinary share capital of Tate & Lyle (the "**Acquisition**"). If the Acquisition completes, it will result in Tate & Lyle and its subsidiaries becoming wholly-owned subsidiaries of Ingredion.

An explanation of the defined terms used in this letter is provided in Appendix D. Terms defined in the Scheme Document have the same meaning in this letter unless otherwise defined.

1 Why are we writing to you?

We are writing to explain how the Acquisition will affect the conditional share awards you hold under the Tate & Lyle Performance Share Plan 2020 (the "**2020 PSP**") (your "**PSP Awards**") and the decisions Tate & Lyle and Ingredion have agreed in relation to them.

This letter applies to you if you hold either or both of:

- conditional share awards that are subject to performance conditions ("**Performance Awards**"); or
- conditional share awards that are not subject to performance conditions ("**Restricted Share Awards**").

If you hold Performance Awards, please read Appendix A to this letter.

If you hold Restricted Share Awards, please read Appendix B to this letter.

You may hold both Performance Awards and Restricted Share Awards, in which case you should read both Appendix A and Appendix B.

If you hold vested nil-cost options under the 2020 PSP or the Tate & Lyle Performance Share Plan 2013, you will receive a separate letter in respect of those options. If you participate in the Tate & Lyle Sharesave Plan 2020, you will receive one or more further separate letters about those options. Please read each letter carefully.

Please read everything in this letter and the appendices carefully; the contents are very important.

PLEASE NOTE: YOU DO NOT NEED TO TAKE ANY ACTION IN RESPECT OF YOUR PSP AWARDS IN CONNECTION WITH THE ACQUISITION – THIS WILL HAPPEN AUTOMATICALLY.

2 How does the Acquisition work?

It is intended that the Acquisition will take place through what is called a "scheme of arrangement" (the "**Scheme**"). This is a UK legal procedure under which Tate & Lyle Shares are automatically transferred to Ingredion in exchange for the consideration set out in section 3 below. Amongst other things, the Acquisition has to be approved by Tate & Lyle Shareholders and by an order of an English court. The order is made by the Court during the Court Sanction Hearing.

The Acquisition is currently due to complete within a couple of days after the Court Sanction Hearing (the date on which the Acquisition completes is also known as the "**Effective Date**"). If the Acquisition completes, it will result in Tate & Lyle and its subsidiaries becoming wholly-owned subsidiaries of Ingredion.

This letter and its appendices should be read together with the Scheme Document, a copy of which is also available on Tate & Lyle's website at <https://www.tateandlyle.com/important-disclaimer> and Ingredion's website at <https://www.ingredion.com/na/en-us/legal/offer-communications> respectively. A copy of this letter is also available on the same websites.

3 What are the terms of the Acquisition?

The terms of, and conditions to, the Acquisition are set out in full in the Scheme Document. However, in summary, if the Acquisition goes ahead, each Tate & Lyle Shareholder will receive 595 pence in cash (the "**Cash Consideration**") for each Tate & Lyle Share they own.

4 When is the Acquisition likely to complete and become effective?

The Acquisition is subject to various Conditions (including antitrust and foreign direct investment approvals) as set out in further detail in the Scheme Document. The Acquisition is currently expected to complete (subject to the satisfaction or waiver (where applicable) of the Conditions) during the second half of 2027.

5 What if I have any questions?

Answers to Frequently Asked Questions are included in Appendix C. If you have any questions about your PSP Awards please contact Lucy Williams at lucy.williams@tateandlyle.com.

Please note that Tate & Lyle, Ingredion and/or Computershare cannot give you any legal, tax, investment or financial advice on the merits of the Acquisition or its effect on your PSP Awards.

If you are in doubt about the contents of this letter, you should consult your stockbroker, bank manager, solicitor, accountant or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

6 Important notes

As your PSP Awards will vest automatically when the Court sanctions the Scheme on the Court Sanction Hearing date, no proposals are being made to you, or are required to be made to you, pursuant to Rule 15 of the Takeover Code in respect of your PSP Awards. The grant of Replacement Awards by Ingredion following the Effective Date (as explained further in Appendix A and Appendix B of this letter) has been agreed between Tate & Lyle and Ingredion and forms part of the arrangements agreed in connection with the Acquisition.

Nothing in this letter constitutes financial advice to any holder of shares, share awards or share options in Tate & Lyle.

If you require a hard copy of this letter, you can request one, free of charge, by contacting Computershare by calling +44 (0)117 471 5346, stating your name and the address to which the hard copy should be sent. You can also ask that any other documents, announcements and information to be sent to you in relation to the Acquisition should be sent to you in hard copy form.

If there are any differences between the information in this letter, the 2020 PSP Rules, or any relevant legislation, then the 2020 PSP Rules and the legislation (as applicable) will prevail.

Yours sincerely

Victoria Barlow

On behalf of Tate & Lyle PLC

Yours sincerely

Nancy Wolfe

On behalf of Ingredion Incorporated

Appendix A – Conditional Share Awards subject to performance conditions (Performance Awards)

1 How does the Acquisition affect my Performance Awards?

Your Performance Awards are conditional share awards that are subject to performance conditions. Normally, your Performance Awards would vest on the Release Dates (as defined in the 2020 PSP Rules) notified to you at the time of grant and would vest to the extent of the Tate & Lyle Remuneration Committee's assessment of the applicable performance conditions.

However, as a result of the Acquisition, your Performance Awards, if not already vested, will vest automatically on the date of the Court Sanction Hearing and any holding period that applied or would otherwise have applied to your Performance Awards will cease to apply.

Where Performance Awards vest on the date of the Court Sanction Hearing, the extent to which your Performance Awards will vest is subject to:

- **First, performance assessment:** the Tate & Lyle Remuneration Committee will determine the extent to which the applicable performance conditions have been satisfied on or shortly before the Court sanctions the Scheme. The assessment of performance conditions is entirely at the Tate & Lyle Remuneration Committee's discretion.
- **Second, time pro-rating:** the number of Tate & Lyle Shares in respect of which your Performance Awards vest may be reduced to reflect the portion of the performance period that has elapsed to the date of the Court Sanction Hearing. The elapsed months will be rounded up to the nearest half performance year (being six months) and expressed as a proportion of the full three-year performance period.

The Tate & Lyle Shares to which you become entitled as a result of the vesting of your Performance Awards will be automatically acquired by Ingredion as part of the Acquisition. You will receive the Cash Consideration of 595 pence per Tate & Lyle Share (less any applicable income tax and employee's social security contributions or other amounts that Tate & Lyle or your employer is required to withhold or account for in connection with the vesting and settlement of your Performance Awards) through the next available payroll or by such other method as may be determined by Tate & Lyle.

Any portion of your Performance Awards that does not vest due to performance assessment and the application of time pro-rating will lapse on the Court Sanction Hearing date.

2 What do I need to do?

You do not need to do anything to receive your cash payment. Provided the Court sanctions the Scheme, your Performance Awards will vest automatically and you will receive the Cash Consideration in respect of the vested portion as described above.

3 Will I receive anything to compensate me for any portion of the Performance Awards that lapses due to time pro-rating?

Yes. As soon as reasonably practicable after the Effective Date, Ingredion will grant you a cash award (subject to Ingredion's discretion to determine that the award shall be settled in Ingredion shares) in respect of that lapsed portion (the "**Replacement Awards**"), provided you are in employment (and not under notice of termination) with the Tate & Lyle Group immediately prior to the Effective Date.

Your Replacement Award will be equal in value to the number of Tate & Lyle Shares underlying each relevant Performance Award that lapsed on the Court sanctioning the Scheme due to time pro-rating (but after the application of any reduction for performance assessment), multiplied by the Cash Consideration of 595 pence per Tate & Lyle Share. For the avoidance of doubt, the Replacement Awards will only replace value of a Performance Award that is lost due to time pro-rating, and not any value that is lost due to the Tate & Lyle Remuneration Committee's assessment of performance conditions.

Your Replacement Award will be subject to the following terms:

- Vesting and payment are subject to continued service only and not subject to any performance conditions;
- The vesting / payment dates will replicate the vesting / payment dates of the original Performance Award being replaced;
- No post-vesting holding period will apply;
- No entitlements to dividend equivalents will apply; and
- No malus and clawback will apply.

If you leave the Tate & Lyle Group after the Effective Date and your termination is a "Qualifying Termination" (as defined in the Cooperation Agreement), your Replacement Award will be payable in full as soon as reasonably practicable after your departure.

You will receive further information on the specific terms and value of your Replacement Awards following the Effective Date.

4 What if some of my Performance Awards vest in the ordinary course before the Court Sanction Hearing date?

It is possible that certain Performance Awards (in particular, those granted in December 2023) may reach their normal Release Date and vest in the ordinary course before the Court Sanction Hearing date. In that case, those Performance Awards will vest in accordance with their normal terms, with the Tate & Lyle Remuneration Committee assessing the performance conditions in the usual way. Any Tate & Lyle Shares that you still hold at the Scheme Record Time as a result of such ordinary course vesting will be automatically acquired by Ingredion as part of the Acquisition and you will receive the Cash Consideration (595 pence) for each Tate & Lyle Share (less any applicable fees). This Appendix A does not apply to any Performance Awards that vest in the ordinary course before the Court Sanction Hearing date.

5 Can I opt out of the Scheme and retain my existing Performance Awards?

No. If the Court sanctions the Scheme, your Performance Awards will be automatically treated in the way described above.

6 What if I leave the Tate & Lyle Group before my Performance Awards vest (e.g. if I leave before the Court sanctions the Scheme)?

If you leave employment with the Tate & Lyle Group before your Performance Awards vest, the leaver provisions under the 2020 PSP Rules will apply to your Performance Awards in the normal way. This means that:

- if you leave for a "good leaver" reason under the 2020 PSP Rules (for example, retirement, disability or redundancy), your Performance Awards will generally not lapse but will vest (subject to performance assessment and any time pro-rating that may be applied in accordance with the 2020 PSP Rules) at the earlier of the date of the Court Sanction Hearing and the normal Release Date; and
- if you leave for any other reason, your Performance Awards will generally lapse immediately on the date you leave employment.

Special rules apply on death.

If you leave prior to (or are under notice on) the Effective Date, you will not be granted any Replacement Awards.

7 What if I leave the Tate & Lyle Group after the Court sanctions the Scheme?

Because your existing Performance Awards will have vested on the Court Sanction Hearing date, you will still receive the Cash Consideration as described above.

Leaving after the Court sanctions the Scheme may impact any Replacement Awards you receive – see section 3 of this Appendix A.

Please check the 2020 PSP Rules for full details. If there is a conflict between the information in this letter and appendices and the 2020 PSP Rules or applicable legislation, the 2020 PSP Rules and the legislation will prevail.

Appendix B – Conditional Share Awards not subject to Performance Conditions (Restricted Share Awards)

1 How does the Acquisition affect my Restricted Share Awards?

Your Restricted Share Awards are conditional share awards that are not subject to performance conditions. Normally, your Restricted Share Awards would vest on the vesting dates notified to you at the time of grant.

However, as a result of the Acquisition, your Restricted Share Awards will vest automatically on the date of the Court Sanction Hearing (unless they vest earlier in accordance with their terms).

Where Restricted Share Awards vest on the date of the Court Sanction Hearing, the number of Tate & Lyle Shares in respect of which your Restricted Share Awards vest may be reduced to reflect the portion of the vesting period that has elapsed from the date of grant to the date of the Court Sanction Hearing. The elapsed months will be rounded up to the nearest 12 month period based on the 24 month or 36 month vesting period from grant (as applicable), expressed as a proportion of the full relevant 24 month or 36 month vesting period.

The Tate & Lyle Shares to which you become entitled as a result of the vesting of your Restricted Share Awards will be automatically acquired by Ingredion as part of the Acquisition. You will receive the Cash Consideration of 595 pence per Tate & Lyle Share (less any applicable income tax and employee's social security contributions or other amounts that Tate & Lyle or your employer is required to withhold or account for in connection with the vesting and settlement of your Restricted Share Awards) through the next available payroll or by such other method as may be determined by Tate & Lyle.

Any portion of your Restricted Share Awards that does not vest due to the application of time pro-rating will lapse on the Court Sanction Hearing date.

2 What do I need to do?

You do not need to do anything to receive your cash payment. Provided the Court sanctions the Scheme, your Restricted Share Awards will vest automatically and you will receive the Cash Consideration in respect of the vested portion as described above.

3 Will I receive anything to compensate me for any portion of the Restricted Share Awards that lapses due to time pro-rating?

Yes. As soon as reasonably practicable after the Effective Date, Ingredion will grant you a cash award (subject to Ingredion's discretion to determine that the award shall be settled in Ingredion shares) in respect of that lapsed portion (the "**Replacement Awards**"), provided you are in employment (and not under notice of termination) with the Tate & Lyle Group immediately prior to the Effective Date.

Your Replacement Award will be equal in value to the number of Tate & Lyle Shares underlying each relevant Restricted Share Award that lapsed on the Court sanctioning the Scheme due to time pro-rating, multiplied by the Cash Consideration of 595 pence per Tate & Lyle Share.

Your Replacement Award will be subject to the following terms:

- Vesting and payment are subject to continued service only and not subject to any performance conditions;

- The vesting / payment dates will replicate the vesting / payment dates of the original Restricted Share Award being replaced;
- No post-vesting holding period will apply;
- No entitlements to dividend equivalents will apply; and
- No malus and clawback will apply.

If you leave the Tate & Lyle Group after the Effective Date and your termination is a "Qualifying Termination" (as defined in the Cooperation Agreement), your Replacement Award will be payable in full as soon as reasonably practicable after your departure.

You will receive further information on the specific terms and value of your Replacement Awards following the Effective Date.

4 What if some of my Restricted Share Awards vest in the ordinary course before the Court Sanction Hearing date?

It is possible that certain portions of your Restricted Share Awards may reach their normal Release Date and vest in the ordinary course before the Court Sanction Hearing date. In that case, those Restricted Share Awards will vest in accordance with their normal terms. Any Tate & Lyle Shares that you still hold at the Scheme Record Time as a result of such ordinary course vesting will be automatically acquired by Ingredion as part of the Acquisition and you will receive the Cash Consideration (595 pence) for each Tate & Lyle Share (less any applicable fees). This Appendix B does not apply to any Restricted Share Awards that vest in the ordinary course before the Court Sanction Hearing date.

5 Can I opt out of the Scheme and retain my existing Restricted Share Awards?

No. If the Court sanctions the Scheme, your Restricted Share Awards will be automatically treated in the way described above.

6 What if I leave the Tate & Lyle Group before my Restricted Share Awards vest (e.g. if I leave before the Court sanctions the Scheme)?

If you leave employment with the Tate & Lyle Group before your Restricted Share Awards vest, the leaver provisions as set out in your award documentation will apply.

If you leave prior to (or are under notice on) the Effective Date, you will not be granted any Replacement Awards.

7 What if I leave the Tate & Lyle Group after the Court sanctions the Scheme?

Because your existing Restricted Share Awards will have vested on the Court Sanction Hearing date, you will still receive the Cash Consideration as described above.

Leaving after the Court sanctions the Scheme may impact any Replacement Awards you receive – see section 3 of this Appendix B.

Please check the 2020 PSP Rules for full details. If there is a conflict between the information in this letter and appendices and the 2020 PSP Rules or applicable legislation, the 2020 PSP Rules and the legislation will prevail.

Appendix C – Frequently Asked Questions

Note that this Appendix C applies to both Appendix A (Performance Awards) and Appendix B (Restricted Share Awards).

- **When is the Effective Date likely to take place?**

The Effective Date of the Acquisition is currently expected to take place in the second half of 2027 subject to the satisfaction or waiver (where applicable) of the Conditions. The Expected Timetable of Principal Events is available in the front section of the Scheme Document.

- **What if the Acquisition is not sanctioned by the Court?**

In this letter, it is generally assumed that the Court will sanction the Scheme at the Court Sanction Hearing. If the Court Sanction Hearing does not occur and/or the Court does not sanction the Scheme for any reason, your PSP Awards will not vest as a result of the Acquisition and will continue as normal under the 2020 PSP Rules.

- **What happens if I leave employment with the Tate & Lyle Group?**

Please refer to sections 6 and 7 of Appendix A (Performance Awards) and sections 6 and 7 of Appendix B (Restricted Share Awards) respectively for details of the leaver provisions that apply to your PSP Awards. Special rules apply on death. Please check the 2020 PSP Rules for full details.

- **What if I am a PDMR or an insider?**

As your PSP Awards will vest automatically on Court Sanction Hearing without any action required from you, you do not need to seek share dealing clearance in connection with the vesting of your PSP Awards. If your PSP Awards vest prior to the Court Sanction Hearing on their terms and you wish to deal in the resulting Tate & Lyle Shares, then you may need to seek share dealing clearance in the normal way if you are a person discharging managerial responsibilities or the Tate & Lyle Share Dealing Code otherwise applies to you.

- **When will I receive the Cash Consideration in respect of my PSP Awards that vest on the Court Sanction Hearing date?**

It is expected that, once Tate & Lyle Shares acquired on vesting of your PSP Awards are purchased by Ingredion under the Scheme, the Cash Consideration will be paid to you (less any applicable income tax and employee's social security contributions or other amounts that Tate & Lyle or your employer is required to withhold or account for) through the next available payroll or by such other method as may be determined by Tate & Lyle.

- **What are the tax implications?**

The tax treatment of the vesting and settlement of your PSP Awards, payment of the Cash Consideration in connection with your PSP Awards that vest and the granting of the Replacement Awards to you will depend on your country of residence and employment at the relevant time(s).

Income tax and employee's social security contributions, and any other relevant amounts, may be withheld by Tate & Lyle or your employer from any cash payment due to you through payroll. This letter does not constitute tax advice to any individual participant. If you are in any doubt as to your personal tax position, you should seek your own independent tax advice.

- **What if I participate in other Tate & Lyle share plans?**

If you hold vested nil-cost options under the 2020 PSP or the Tate & Lyle Performance Share Plan 2013, you will receive a separate letter about those options. If you participate in the Tate & Lyle Sharesave Plan 2020, you will receive one or more further separate letters about those options. Please read each letter carefully.

Appendix D – Glossary

"2020 PSP" means the Tate & Lyle Performance Share Plan 2020, as approved by Tate & Lyle Shareholders on 23 July 2020, as amended from time to time;

"2020 PSP Rules" means the rules of the Tate & Lyle Performance Share Plan 2020;

"Acquisition" has the meaning given to it at the start of this letter;

"Business Day" means a day (other than Saturdays, Sundays and public holidays) on which banks are generally open for business in London;

"Cash Consideration" has the meaning given to it in section 3 of this letter;

"Cooperation Agreement" means the co-operation agreement entered into between Tate & Lyle and Ingredion in connection with the Acquisition;

"Companies Act 2006" means the UK Companies Act 2006, as amended;

"Court" means the High Court of Justice in England and Wales;

"Court Sanction Hearing" means the hearing by the Court to sanction the Scheme under Part 26 of the Companies Act 2006;

"Effective Date" means the date on which the Scheme becomes effective in accordance with its terms;

"Ingredion" means Ingredion Incorporated, a corporation incorporated in Delaware, United States, with its principal executive offices located at 5 Westbrook Corporate Center, Westchester, Illinois 60154, United States, and listed on the New York Stock Exchange (NYSE: INGR);

"Ingredion Directors" means the directors of Ingredion, whose names are set out in the Scheme Document or, where the context so requires, the directors of Ingredion from time to time;

"Ingredion Group" means Ingredion and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Ingredion and/or such subsidiaries or undertakings (aggregating their interests) have a Significant Interest;

"Performance Awards" has the meaning given to it in section 1 of this letter;

"PSP Awards" has the meaning given to it in section 1 of this letter;

"Release Date" means the date on which the Tate & Lyle Remuneration Committee determines that vested PSP Awards are released to participants, as set out in the applicable PSP award certificate;

"Replacement Awards" has the meaning given to it in section 3 of Appendix A and section 3 of Appendix B respectively;

"Restricted Share Awards" has the meaning given to it in section 1 of this letter;

"Scheme" means the procedure by which Ingredion will become the holder of the entire issued and to be issued share capital of Tate & Lyle, as further described in section 2 of this letter;

"Scheme Document" means the document to be sent to Tate & Lyle Shareholders containing, amongst other things, the Scheme;

"Scheme Record Time" means the record time for the Scheme, being 6:00 p.m. (London time) on the Business Day immediately after the date on which the Court makes its order sanctioning the Scheme;

"Significant Interest" means, in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act 2006) of such undertaking;

"Takeover Code" means the City Code on Takeovers and Mergers of the United Kingdom issued by the Panel, as amended from time to time;

"Tate & Lyle" means Tate & Lyle PLC, a public company incorporated in England and Wales with registered number 00076535 and with its registered address at 5 Marble Arch, London W1H 7EJ, United Kingdom;

"Tate & Lyle Directors" means the directors of Tate & Lyle, whose names are set out in the Scheme Document or, where the context so requires, the directors of Tate & Lyle from time to time;

"Tate & Lyle Group" means Tate & Lyle and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Tate & Lyle and/or such subsidiaries or undertakings (aggregating their interests) have a Significant Interest;

"Tate & Lyle Remuneration Committee" means the remuneration committee of the board of directors of Tate & Lyle, as constituted from time to time;

"Tate & Lyle Shareholders" means the registered holders of Tate & Lyle Shares from time to time; and

"Tate & Lyle Shares" means the existing unconditionally allotted or issued fully paid ordinary shares of 29 1/6 pence each in the capital of Tate & Lyle and any further such ordinary shares which are unconditionally allotted or issued before the Scheme Record Time.

Notes

The release, publication or distribution of this letter (in whole or in part) in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this letter comes should inform themselves about, and observe, such restrictions. Any failure to comply with these restrictions may constitute a violation of the applicable laws of any such jurisdiction.

This letter is not intended to and does not constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities or the solicitation of an offer to buy any securities pursuant to this letter or otherwise.

This letter and/or any accompanying documents are not an offer of securities for sale in the United States. No offer of securities shall be made in the United States absent registration under the U.S. Securities Act or pursuant to an exemption from, or in a transaction not subject to, such registration requirements.

The Tate & Lyle Directors, whose names are set out in the Scheme Document, accept responsibility for the information contained in this letter, including expressions of opinion, other than information for which responsibility is taken by the Ingredion Directors. To the best of the knowledge and belief of the Tate & Lyle Directors (who have taken all reasonable care to ensure that such is the case) the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Ingredion Directors, whose names are set out in the Scheme Document, accept responsibility for the information contained in this letter (including any expressions of opinion) relating to Ingredion, the Ingredion Group, the Ingredion Directors and their respective close relatives (as defined in the Takeover Code), related trusts and other persons acting in concert with them. To the best of the knowledge and belief of the Ingredion Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Accidental omission to despatch this letter to, or any failure to receive the same by, any person to whom the proposal set out in this letter is made or should be made, shall not invalidate the proposal in any way.

This document shall be governed by and construed in accordance with English law and any dispute arising in connection therewith, including non-contractual disputes, is subject to the exclusive jurisdiction of the courts of England and Wales.