

NOTICE OF INGREDION'S GROUP HEALTH PLANS PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED
AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW THIS NOTICE CAREFULLY.

SUMMARY

Ingredion Incorporated (“Ingredion”) is committed to protecting the privacy and confidentiality of the health information created or received in the administration of the group health plan it sponsors. This Notice is required by the Health Insurance Portability and Accountability Act (“HIPAA”) and is intended to describe how the health care components of the Ingredion Incorporated Master Welfare and Cafeteria (referred to as “we” or the “Plan”) will protect your health information that is created or received by the Plan, to the extent applicable to you.

“Health information” for this purpose means information that identifies you, is transmitted or maintained by the Health Plan in any form (including oral, written or electronic), and either relates to your past, current, or future: (1) physical or mental health condition; (2) the provision of health care to you; or (3) payment of health care expenses. This individually identifiable health information is known as “protected health information” (“PHI”).

This notice is effective as of January 1, 2018.

The Plan has the authority to use and disclose personal health information (called “Protected Health Information”) of plan participants as part of our normal operations and plan administration. “You” or “your” refers to individual participants in the Plan. To protect your privacy, federal law sets rules about what we can do with your Protected Health Information and gives you certain rights.

The Plan is allowed to use and disclose your Protected Health Information in certain ways without your authorization, including, but not limited to, the following:

- For purposes of treatment, payment and health care operations;
- To the plan sponsor;
- To provide information to law enforcement, public health and national security authorities, health oversight agencies, and other legally-mandated entities as permitted or required by law;
- To comply with workers’ compensation laws; and
- In response to a court or administrative order, subpoena, discovery request, or other lawful process under certain circumstances.

For purposes not described in this notice, we can only use and disclose your Protected Health Information if you specifically authorize it in writing.

This notice describes your rights with respect to your Protected Health Information. You have the right:

- To inspect and copy your Protected Health Information;
- To request that inaccurate or incomplete information be corrected;
- To receive an accounting of certain disclosures of your Protected Health Information;

- To request that access to your Protected Health Information be restricted (for example, so that certain family members do not see it);
- To receive this Notice describing your legal rights with respect to your PHI and the Plan's legal duties and privacy practices;
- To obtain a paper copy of this notice;
- To receive notice in the event of a breach of your Protected Health Information that poses a significant risk of financial, reputational, or other harm to you;
- To not have your Protected Health Information disclosed in exchange for remuneration, except as permitted by law or with your written authorization; and
- To file a complaint if you believe your privacy has been violated.

For more detail about our privacy practices and your rights with respect to the privacy of your Protected Health Information, please read the following notice.

Use and Disclosure of Protected Health Information

We are required by federal law under the Health Insurance Portability and Accountability Act (“HIPAA”) to: (1) maintain the privacy and security of your Protected Health Information, (2) provide you with this notice, which describes the Plans’ legal obligations and privacy practices with respect to your Protected Health Information, (3) ensure that your Protected Health Information is used or disclosed only in accordance with HIPAA and the provisions of this Notice, (4) follow the terms of the Notice that are in effect, and (5) notify you following a breach of unsecured Protected Health Information. We are required to abide by the terms of this notice that are currently in effect.

The categories listed below describe different ways that we and our business associates, which are vendors that assist us in administering the Plan or providing certain services to you, may use and disclose your Protected Health Information. Not every possible use or disclosure in a category is listed below. However, all of the ways we are permitted to use and disclose information will fall within one of the categories. The Plan will not use or disclose your Protected Health Information, except as permitted or required by law and described in this notice. Moreover, when using or disclosing Protected Health Information or when requesting Protected Health Information from another covered entity or business associate, we will make reasonable efforts to limit Protected Health Information to the minimum extent necessary to accomplish the intended purpose of such use, disclosure, or request. Please note that, for purposes of this notice, any references to “we” or “the Plan” includes our business associates.

The following categories describe ways that the Plan may use and disclose your Protected Health Information without your prior written authorization:

- Treatment. Although the Plan does not provide treatment, we may use or disclose your Protected Health Information for treatment purposes when coordinating or managing health care provided by one or more of your health care providers, such as when your primary care physician consults with a specialist regarding your condition.
- Payment. We may use or disclose your Protected Health Information to bill and collect payment for health insurance premiums and for reimbursement of health care benefits provided to you under the Plans. For example, the Plan may tell a doctor or hospital whether you are eligible for coverage or what percentage of the bill will be paid by the Health Plan.
- Health Care Operations. We may use or disclose your Protected Health Information for the purpose of certain health care operations or health care fraud and abuse detection or compliance. For example, we could use your information for quality assessment and

improvement, vendor review or evaluation and underwriting activities (except that your genetic information may not be used for underwriting).

- Plan Sponsor. We may disclose your Protected Health Information to the plan sponsor, Ingridion Incorporated, for certain plan administration purposes. For example, we may disclose to the plan sponsor that you are enrolled in or disenrolled from the Plans. The plan sponsor may use this information to plan for its expected expenses.
- As Required By Law. We will disclose your Protected Health Information when required to do so by federal, state, or local law, such as laws that require the reporting of certain types of wounds or other injuries.
- To a Business Associate. Certain services are provided to the Plan by a Business Associate. For example, the Health Plan may place information about your health care treatment into an electronic claims processing system maintained by a Business Associate so that your claim may be paid. In so doing, the Plan will disclose your Protected Health Information to its Business Associates so that the Business Associates can perform their claims payment functions. However, the Plan will require its Business Associates, through written agreements, to appropriately safeguard your health information.
- Workers' Compensation. We may use or disclose your Protected Health Information for workers' compensation or other similar programs established by law. These programs provide benefits for work-related injuries or illness without regard to fault.
- Law Enforcement. We may disclose your Protected Health Information to a law enforcement official for law enforcement purposes, such as in response to a request from a law enforcement official for purposes of identifying or locating a missing person.
- Lawsuits and Disputes. If you are involved in a lawsuit or dispute, we may disclose your Protected Health Information pursuant to a court or administrative order. We may also disclose your Protected Health Information in response to a subpoena, discovery request, or other lawful process but only if efforts have been made to tell you about the request (which may include written notice to you).
- For Public Safety or Health Purposes. We may use and disclose your Protected Health Information when necessary (i) to prevent a serious threat to your health and safety or the health and safety of others, such as for the purpose of preventing or controlling disease, injury, or disability; (ii) to report the abuse or neglect of children, elders, dependent adults, or others; or (iii) to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.
- Health Oversight Activities. We may disclose your Protected Health Information to a health oversight agency for activities authorized by law. These activities, which are necessary for the government to monitor the health care system, may include audits, investigations, inspections, and licensure.
- Coroners or Funeral Directors. We may disclose your Protected Health Information to coroners and medical examiners to identify a deceased person, determine cause of death, or perform other duties as authorized by law, or to funeral directors, as necessary to carry out their duties.
- Organ or Tissue Donation. We may disclose your Protected Health Information to organ procurement organizations or other entities engaged in the procurement, banking or transplantation of cadaveric organs, eyes or tissue.
- Research. We may use or disclose your Protected Health Information for research if approved by an institutional review or privacy board and appropriate steps have been taken to protect such information.

- Specialized Government Functions. We may use or disclose your Protected Health Information for specialized government purposes, including military, veterans, national security and intelligence activities.

The following categories describe examples of ways that we and our business associates may use and disclose your Protected Health Information after you have been informed in advance of such use or disclosure and have had the opportunity to agree or object:

- Family and Friends Involved in Your Care. We may share your Protected Health Information with a family member or other person who is involved with your care about your location (for example, that you are in the hospital), general condition or death, unless other laws would prohibit such disclosures with your permission. If you are not available to give permission, we may share your information if it is in your best interest.
- Disaster Relief. In the event of a disaster, we may provide your Protected Health Information to disaster relief organizations.

The following categories describe ways that we and our business associates may use and disclose your Protected Health Information only after receiving your written authorization:

- Psychotherapy Notes. We will not use or disclose your psychotherapy notes unless we receive your prior written authorization, except to carry out certain treatment, payment or health care operations.
- Marketing. We will not use or disclose your Protected Health Information for purposes of marketing unless we receive your prior written authorization, subject to certain exceptions.
- Sale. We will not sell your Protected Health Information unless we receive your prior written authorization.

Other uses and disclosures of your Protected Health Information not covered by this Notice or otherwise permitted or required by the federal or state health privacy information laws that apply to the Plan will be made only with your written authorization. You may revoke your authorization in writing at any time in accordance with the instructions provided in the authorization. However, the revocation will not apply to any uses or disclosures that occurred while your authorization was in effect.

The Health Plan is prohibited from using or disclosing any of your Protected Health Information that is genetic information for underwriting purposes.

Rights Regarding Your Protected Health Information

You have the following rights with respect to your Protected Health Information:

- To request a restriction or limitation on the Protected Health Information we use or disclose about you for treatment, payment, or health care operations, or to restrict uses and disclosures to family members, friends, or other persons identified by you who are involved in your care or payment for your care. However, we are not required to agree to your request.
- To request that you receive your Protected Health Information by alternate means or at an alternate location or in a certain way if you believe that the disclosure could endanger you. Your request must state what alternate means or what alternate location is requested and for what reason.
- To inspect or obtain a copy of your Protected Health Information contained in our records, subject to certain exceptions. You have the right to request a copy of your Protected

Health Information in a specified electronic form and format. If the requested form and format is not readily producible, the Plan will provide the copy in a readable electronic form and format that is agreed to by you and the Health Plan. You may request that the paper or electronic copy of your Protected Health Information be sent to another entity or person, so long as that request is in writing, signed by you, and clearly identifies the designated entity or person and where to send the copy of the PHI. The Plan must act upon your request for access no later than 30 days after receipt (60 days if the information is maintained off-site). A single, 30-day extension is allowed if the Plan is unable to comply by the initial deadline. We may ask you to pay for any copies of your records or other reasonable costs associated with your request. We may deny your request in certain limited circumstances, in which case you will receive a written denial and information regarding how your denial can be reviewed.

- To amend or correct your records if you believe your Protected Health Information is incorrect or incomplete. Your request must provide the reason(s) for your requested changes. The Plan may deny your request if you ask the Plan to amend health information that was: (1) accurate and complete; (2) not created by the Plan; (3) not part of the PHI kept by or for the Plan; or (4) not information that you would be permitted to inspect and copy. The Plan has 60 days after the request is received to act on the request. A single, 30-day extension is allowed if the Plan cannot comply by the initial deadline. If the request is denied, in whole or in part, the Plan will provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and, if permitted under HIPAA, have that statement included with any future disclosures of your PHI
- To receive an accounting of certain disclosures of your Protected Health Information from us except for those disclosures: necessary to carry out treatment, payment or health care operations, disclosures previously made to you; disclosures previously made to you; disclosures based on your written authorization; disclosures to a family member, other relative, close personal friend or others involved in your care; disclosures for national security purposes or to law enforcement officials; disclosures that occurred prior to the date on which HIPAA became applicable to the Health Plan; or disclosures in certain other situations described under HIPAA. Your request must state a time period, which may begin no earlier than six years prior to your request. Your first request within a 12-month period will be provided at no cost, although we may charge you for the costs of providing additional lists within a 12-month period. Before providing you with the accounting, we will notify you of the costs involved, and you may choose to withdraw or modify your request before any costs are incurred.
- To receive a paper copy of this notice upon request, even if you agreed to receive the notice electronically.
- To file a complaint with us and/or the Office for Civil Rights, Department of Health and Human Services, if you believe your privacy rights have been violated. You will not be retaliated against if you file a complaint.
- To exercise additional privacy rights under state laws. To file a complaint with the Plan or the U.S. Department of Health and Human Services if you believe that your health information privacy rights (as described in this Notice) have been violated. **Note:** You will not be penalized or retaliated against for filing a complaint.

To exercise any of your rights described above, your requests must be submitted in writing to the office identified below.

To file a complaint with the Secretary of the U.S. Department of Health and Human Services, contact the Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F, Hubert H. Humphrey Building, Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/. The complaint should generally be filed within 180 days of when the act or omission complained of occurred.

Contacting Us

You may exercise the rights described in this notice or ask any questions regarding this notice by contacting the office identified below. They will provide you with additional information and any forms that may be required.

Robert Simitz
VP, Compensation, Benefits, & HRIS
Ingredion Incorporated
P.O. Box 7100
5 Westbrook Corporate Center
Westchester, IL 60154
(708) 551-2600

Changes to This Notice

We reserve the right to change the terms of this notice and to make the new notice provisions effective for all Protected Health Information we already have about you as well as any information we receive in the future. If we change this notice, a revised notice will be distributed within 60 days of the effective date of the material change to active associates via internal distribution at your workplace and to former associates via U.S. Mail. The effective date of this notice is listed on the first page.