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

Form 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 27, 2012

Mondelēz International, Inc.

(Exact name of registrant as specified in its charter)

Commission File Number: 1-16483

Virginia	**52-2284372**
(State or other jurisdiction of incorporation)	**(IRS Employer Identification No.)**

Three Parkway North, Deerfield, IL 60015
(Address of principal executive offices, including zip code)

(847) 943-4000
(Registrant's telephone number, including area code)

Kraft Foods Inc.
Three Lakes Drive, Northfield, IL 60093-2753
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ **Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)**

☐ **Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)**

☐ **Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))**

☐ **Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))**

Item 1.01. Entry into a Material Definitive Agreement.

Effective as of 5 p.m. (EDT) on October 1, 2012, Mondelēz International, Inc. (formerly Kraft Foods Inc.) completed the previously announced spin-off of our North American grocery business, Kraft Foods Group, Inc., to our shareholders (the "Spin-Off"). On September 27, 2012, in connection with the implementation of the Spin-Off, we entered into certain agreements with Kraft Foods Group to (i) effect our legal and structural separation; (ii) govern the relationship between us and Kraft Foods Group up to and after the completion of the Spin-Off; and (iii) allocate between us and Kraft Foods Group various assets, liabilities and obligations, including, among other things, employee benefits, intellectual property and tax-related assets and liabilities.

Separation and Distribution Agreement

We entered into a separation and distribution agreement with Kraft Foods Group pursuant to which we and Kraft Foods Group will legally and structurally separate.

The separation and distribution agreement, among other things, (i) provides that we and Kraft Foods Group have completed certain internal restructuring transactions so that we retain the assets of, and the liabilities associated with, the global snacks business and Kraft Foods Group retains the assets of, and the liabilities associated with, the North American grocery business, (ii) allocates specified categories of net liabilities not principally related to the business to which they are being allocated, (iii) terminates all intercompany arrangements between Kraft Foods Group and us, except for specified agreements and arrangements that will survive the Spin-Off and (iv) provides a right of first offer to Kraft Foods Group in the event that we propose to divest specified cream cheese or processed cheese businesses, and a right of first offer to each party in the event that the other party proposes to divest specified trademark licenses.

Tax Sharing and Indemnity Agreement

We entered into a tax sharing and indemnity agreement with Kraft Foods Group that will govern our and Kraft Foods Group's rights, responsibilities and obligations after the Spin-Off with respect to tax liabilities and benefits, tax attributes, tax contests and other tax matters regarding income taxes, other taxes and related tax returns. Kraft Foods Group, as our former subsidiary, has, and will continue to have following the Spin-Off, joint and several liability with us to the Internal Revenue Service and certain U.S. state tax authorities for our U.S. federal income and state taxes for the taxable periods in which Kraft Foods Group was part of our consolidated group. The tax sharing and indemnity agreement specifies the portion of this liability for which Kraft Foods Group bears responsibility, and we have agreed to indemnify Kraft Foods Group against any amounts for which Kraft Foods Group is not responsible. In addition, the tax sharing and indemnity agreement provides special rules for allocating tax liabilities in the event that the Spin-Off, together with related transactions, is not tax-free.

Employee Matters Agreement

We entered into an employee matters agreement with Kraft Foods Group that addresses employment, compensation and benefits matters for employees in the United States. Subject to certain variations and exceptions, Kraft Foods Group retains or assumes employment,

compensation and benefits liabilities relating to U.S. employees who are employed by Kraft Foods Group immediately after the Spin-Off and former employees whose last employment was with the North American grocery business.

We retain or assume the liabilities (and, where applicable, related assets) associated with tax-qualified defined benefit pension plans, tax-qualified defined contribution plans, plans providing retiree medical and other welfare benefits and nonqualified retirement and deferred compensation plans with respect to our current employees and former employees of the Cadbury business. Kraft Foods Group retains or assumes these liabilities (and, where applicable, related assets) with respect to its current and former North American grocery business employees and former U.S. employees of the global snacks business as of the Spin-Off, other than former employees of the Cadbury business.

Master Ownership and License Agreement Regarding Patents, Trade Secrets and Related Intellectual Property

Certain of our subsidiaries entered into a master ownership and license agreement regarding patents, trade secrets and related intellectual property with certain subsidiaries of Kraft Foods Group that provides for ownership, licensing and other arrangements regarding the patents, trade secrets and related intellectual property that we and Kraft Foods Group use in conducting our businesses. The allocation of the global ownership of patents, trade secrets and know-how to us or Kraft Foods Group is based on primary use, ability to defend and prosecute the intellectual property and the likelihood of developing the intellectual property in the future.

We and Kraft Foods Group each cross-license some of our respective patents, trade secrets and know-how to the other. The cross-licenses are generally perpetual and contain certain geographical and purpose restrictions on each party's right to practice the cross-licensed patents, trade secrets and know-how of the other party. With certain exceptions, the cross-licenses to the patents, trade secrets and know-how are royalty-free.

Master Ownership and License Agreement Regarding Trademarks and Related Intellectual Property

Certain of our subsidiaries entered into a master ownership and license agreement regarding trademarks and related intellectual property with certain subsidiaries of Kraft Foods Group that provides for ownership, licensing and other arrangements regarding the trademarks and related intellectual property that we and Kraft Foods Group use in conducting our businesses. The allocation of the ownership of trademarks, domain names and certain copyrights is generally based on primary use.

We and Kraft Foods Group each grant the other party various royalty-free licenses to use certain of our and its respective trademarks for specified products in specified jurisdictions perpetually or for a specified period following the Spin-Off.

The foregoing descriptions of the separation and distribution agreement, the tax sharing and indemnity agreement, the employee matters agreement, the master ownership and license agreement regarding patents, trade secrets and related intellectual property and the

master ownership and license agreement regarding trademarks and related intellectual property are qualified in their entirety by reference to the complete terms and conditions of these agreements, which are attached as Exhibits 2.1 and 10.1-10.4 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

We completed the Spin-Off by distributing ratably, to our shareholders, one share of common stock of Kraft Foods Group for every three shares of our common stock outstanding on September 19, 2012, or approximately 592 million shares of common stock of Kraft Foods Group. Following the Spin-Off, we do not beneficially own any shares of common stock of Kraft Foods Group.

The information in Item 1.01 is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of Directors; Election of Directors

On October 1, 2012, in connection with the Spin-Off, Myra M. Hart, Peter B. Henry, Terry J. Lundgren, Mackey J. McDonald and John C. Pope resigned from our Board of Directors in order to serve on the board of Kraft Foods Group.

On October 1, 2012, in connection with the Spin-Off, Stephen F. Bollenbach, Lewis W. K. Booth and Ruth J. Simmons joined our Board of Directors.

Effective as of October 1, 2012, our Board of Directors has three standing committees: Audit, Human Resources and Compensation and Governance, Membership and Public Affairs. The members of our Board of Directors and its committees are listed in the table below.

Name	Audit	Human Resources and Compensation	Governance, Membership and Public Affairs
Stephen F. Bollenbach	X	—	X
Lewis W. K. Booth	X	—	—
Lois D. Juliber	—	Chair	X
Mark D. Ketchum	—	X	Chair
Jorge S. Mesquita	X	—	—
Fredric G. Reynolds	Chair	—	—
Irene B. Rosenfeld*	—	—	—
Ruth J. Simmons	—	X	X
Jean-François M.L. van Boxmeer	—	X	X

* Ms. Rosenfeld serves as Chairman of our Board of Directors.

Appointment of Certain Officers

Effective October 1, 2012, Mark Clouse has been appointed as Executive Vice President and President, North America, responsible for our United States and Canada business and Tracey Belcourt has been appointed as Executive Vice President, Strategy, responsible for our strategy function and our mergers and acquisitions activities.

Stock Awards

In connection with the Spin-Off, on September 28, 2012, the Human Resources and Compensation Committee of our Board of Directors approved the grant of Kraft Foods Group restricted stock unit awards in the amount of $750,000 to W. Anthony Vernon, Kraft Foods Group's Chief Executive Officer, and in the amount of $200,000 to Timothy R. McLevish, Kraft Foods Group's Chief Financial Officer. Kraft Foods Group will issue these restricted stock unit awards on October 2, 2012. The restricted stock units will vest 50% on October 2, 2014 and 50% on October 2, 2015.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On October 1, 2012, we amended our amended and restated articles of incorporation, as well as our amended and restated by-laws, to change our name to Mondelēz International, Inc. Our amended and restated articles of incorporation and our amended and restated by-laws are filed as Exhibits 3.1 and 3.2 to this Current Report on Form 8-K.

Item 8.01. Other Events.

On October 1, 2012, we issued a press release announcing the completion of the Spin-Off. We attach a copy of our press release as Exhibit 99.1 and incorporate it herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) The following exhibits are being filed with this Current Report on Form 8-K.

Exhibit No.	Description
2.1*	Separation and Distribution Agreement between Kraft Foods Inc. and Kraft Foods Group, Inc., dated as of September 27, 2012.
3.1	Amended and Restated Articles of Incorporation of Mondelēz International, Inc.
3.2	Amended and Restated By-Laws of Mondelēz International, Inc.
10.1	Tax Sharing and Indemnity Agreement by and between Kraft Foods Inc. and Kraft Foods Group, Inc., dated as of September 27, 2012.
10.2*	Employee Matters Agreement between Kraft Foods Inc. and Kraft Foods Group, Inc., dated as of September 27, 2012.

10.3* Master Ownership and License Agreement Regarding Patents, Trade Secrets and Related Intellectual Property between Kraft Foods Global Brands LLC, Kraft Foods Group Brands LLC, Kraft Foods UK Ltd. and Kraft Foods R&D Inc., effective as of the Distribution Date.

10.4* Master Ownership and License Agreement Regarding Trademarks and Related Intellectual Property between Kraft Foods Global Brands LLC and Kraft Foods Group Brands LLC, dated as of September 27, 2012.

99.1 Press Release issued by Mondelēz International, Inc. on October 1, 2012.

* Mondelēz International, Inc. hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to such agreement to the U.S. Securities and Exchange Commission upon request.

SIGNATURE

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

Mondelēz International, Inc.

Date: October 1, 2012

By: /s/ Carol J. Ward
Carol J. Ward
Vice President and Corporate Secretary

EXHIBIT INDEX

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* Mondelēz International, Inc. hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to such agreement to the U.S. Securities and Exchange Commission upon request.

Exhibit 2.1

EXECUTION VERSION

SEPARATION AND DISTRIBUTION AGREEMENT

between

KRAFT FOODS INC.

and

KRAFT FOODS GROUP, INC.

Dated as of September 27, 2012

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SEPARATION AND DISTRIBUTION AGREEMENT

SEPARATION AND DISTRIBUTION AGREEMENT, dated as of September 27, 2012 (this "Agreement"), between Kraft Foods Inc., a Virginia corporation ("Kraft Foods Inc." or "SnackCo"), and Kraft Foods Group, Inc., a Virginia corporation ("GroceryCo").

RECITALS

A. Kraft Foods Inc., acting through itself and its direct and indirect Subsidiaries, currently conducts the GroceryCo Business and the SnackCo Business.

B. The Kraft Foods Board has determined that it is appropriate, desirable and in the best interests of Kraft Foods Inc. and its shareholders to separate Kraft Foods Inc. into two publicly traded companies: (a) GroceryCo, which following the Distribution will own and conduct, directly and indirectly, the GroceryCo Business; and (b) SnackCo, which following the Distribution will own and conduct, directly and indirectly, the SnackCo Business.

C. On the Distribution Date and subject to the terms and conditions of this Agreement, Kraft Foods Inc. shall distribute to the Record Holders, on a *pro rata* basis, all the outstanding shares of common stock, no par value, of GroceryCo ("GroceryCo Common Stock") then owned by Kraft Foods Inc. (the "Distribution").

D. The Distribution is intended to qualify as a tax-free spin-off pursuant to Section 355 of the Internal Revenue Code of 1986, as amended (the "Code").

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Table of Definitions. The following terms have the meanings set forth on the pages referenced below:

Table of Definitions (cont.)

Table of Definitions (cont.)

Section 1.2 Certain Defined Terms. For the purposes of this Agreement:

"Action" means any claim, demand, action, suit, countersuit, audit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority or any United States or non-United States federal, state, provincial, territorial, local or international arbitration or mediation tribunal.

"Affiliate" of any Person means a Person that controls, is controlled by, or is under common control with such Person; provided, however, that for purposes of this Agreement and the Ancillary Agreements (except as otherwise provided in any such Ancillary Agreement), none of the SnackCo Entities shall be deemed to be an Affiliate of any GroceryCo Entity and none of the GroceryCo Entities shall be deemed to be an Affiliate of any SnackCo Entity. As used in this definition of "Affiliate," "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

"Agent" means Wells Fargo Shareowner Services.

"Allocation Committee" means a committee composed of one representative designated from time to time by each of GroceryCo and SnackCo that shall be established in accordance with Section 4.2.

"Ancillary Agreements" means the Canadian Transfer Agreement, the Employee Matters Agreement, the IP Agreement (Non-Trademark), the IP Agreement (Trademark), the Supply Agreement, the Tax Sharing Agreement, the Transition Services Agreements, the Warehouse Agreements and any other instruments, assignments, documents and agreements executed in connection with the implementation of the transactions contemplated by this Agreement, including the Internal Reorganization.

"Applicable GroceryCo Proportion" means:

(a) with respect to any Shared Liability other than any Shared Liability relating to any ERISA Action or the Unclaimed Property Audit, 33 1/3%;

(b) with respect to any Shared Liability relating to any ERISA Action, the percentage obtained by dividing (i) the number of GroceryCo Employees or Former GroceryCo Employees (in each case as defined in the Employee Matters Agreement) who are active or vested inactive participants in the applicable Split Plan (as defined in the Employee Matters Agreement) as of the Distribution by (ii) the number of GroceryCo Employees, Former GroceryCo Employees, SnackCo Employees and Former SnackCo Employees (in each case as defined in the Employee Matters Agreement) who are active or vested inactive participants in the applicable Split Plan as of the Distribution; and

(c) with respect to the Unclaimed Property Audit, 50%.

"Applicable Proportion" means (a) as to GroceryCo, the Applicable GroceryCo Proportion and (b) as to SnackCo, the Applicable SnackCo Proportion.

"Applicable SnackCo Proportion" means:

(a) with respect to any Shared Liability other than any Shared Liability relating to any ERISA Action or the Unclaimed Property Audit, 66 2/3%;

(b) with respect to any Shared Liability relating to any ERISA Action, the percentage obtained by dividing (i) the number of SnackCo Employees or Former SnackCo Employees (in each case as defined in the Employee Matters Agreement) who are active or vested inactive participants in the applicable Split Plan (as defined in the Employee Matters Agreement) as of the Distribution by (ii) the number of GroceryCo Employees, Former GroceryCo Employees, SnackCo Employees and Former SnackCo Employees (in each case as defined in the Employee Matters Agreement) who are active or vested inactive participants in the applicable Split Plan as of the Distribution; and

(c) with respect to the Unclaimed Property Audit, 50%.

"Asbestos Liability" means any Liability arising out of or attributable to actual or alleged personal injuries asserted by a Person resulting from the existence, operation, maintenance, removal or disposal of any asbestos-containing materials present at any real property formerly owned, leased or occupied by any member of either Group (or any of their respective Predecessors) during the period of ownership, lease or occupancy by any member of either Group (or any of their respective Predecessors) prior to the Distribution, to the extent that a workers' compensation program does not apply to such Person's injuries.

"Assets" means all assets, properties and rights (including goodwill), wherever located (including in the possession of vendors or other Third Parties or elsewhere), whether real, personal or mixed, tangible, intangible, corporeal, incorporeal or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following:

(a) all accounting and other books, records and files whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form;

(b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, equipment, furniture, office equipment, automobiles, trucks, aircraft, motor vehicles and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;

(c) all inventories of materials, parts, supplies, raw materials, work-in-process and finished goods and products;

(d) all interests in real property of whatever nature, including easements and rights-of-way, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee or otherwise, and copies of all related documentation;

(e) all interests in any capital stock or other equity, partnership, membership, joint venture or similar interests of any Subsidiary or any other Person, all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person, all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person and all other investments in securities of any Person;

(f) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the manufacture and sale of products and other contracts, agreements or commitments;

(g) all deposits, letters of credit and performance and surety bonds;

(h) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals, and materials and analyses prepared by consultants and other Third Parties;

(i) all domestic and foreign patents, copyrights, trade names, trademarks, service marks and registrations and applications for any of the foregoing, mask works, trade secrets, recipes, formulas, know-how, domain names, social media accounts and addresses, inventions, other proprietary information and licenses from Third Parties granting the right to use any of the foregoing;

(j) all computer applications, programs and other software, including operating software, network software, firmware, middleware, design software, design tools, systems documentation and instructions;

(k) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, records pertaining to customers and customer accounts, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;

(l) all prepaid expenses, trade accounts and other accounts and notes receivable;

(m) all rights under contracts or agreements, all claims or rights against any Person arising from the ownership of any Asset, all rights in connection with any bids or offers and all claims, choses in action or similar rights, whether accrued or contingent;

(n) all insurance proceeds and rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(o) all licenses, permits, approvals and authorizations that have been issued by any Governmental Authority and all pending applications therefor;

(p) all cash or cash equivalents, bank accounts, lock boxes and other deposit arrangements;

(q) copies of all documentation related to insurance policies; and

(r) all interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements.

"Business" means the GroceryCo Business or the SnackCo Business, as the context requires.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close.

"Business Liability Claim Deductible" means any deductible, self-insured retention, or retrospective premium where there is coverage, or where Kraft Foods Inc. and its Subsidiaries and its and their respective Predecessors typically have had coverage under the policies existing prior to the Distribution under a commercial general liability (excluding any employee benefits liability or errors and omissions coverages), automobile liability, products, completed operations or similar policy for any Liabilities (other than cleanup/remediation of asbestos or Environmental Liabilities), whether such Liabilities are known or unknown as of the Distribution, and which Liabilities remain unpaid as of the Distribution.

"Canadian Transfer Agreement" means the Canadian Asset Transfer Agreement, to be dated on or prior to the Distribution Date, between GroceryCo Canada and SnackCo Canada, as may be amended or modified from time to time.

"Consents" means any consents, waivers or approvals from, or notification requirements to, any Person other than a member of either Group.

"Contribution and Internal Distribution" means all of the transactions described in Step 2 of Section I, Step 2 of Section J, and Step 1 of Section K of the document entitled "Detailed Transaction Steps" delivered by Kraft Foods Inc. to GroceryCo.

"Covered Business" means any businesses and operations conducted by any one or more members of either Group or other assets of one or more of the members of either Group, in each case, that include a Reserved Business. "Covered Business" also includes any ownership interest or license or other rights with respect to any of the material trademarks, patents and other intellectual property used in, or relating to, any Reserved Business as of the Distribution, including any material patent that has claims that cover any products that are or would be competitive with any products of such Reserved Business.

"Covered GroceryCo Employee" means any employee of any member of the GroceryCo Group (a) in the "I-band" or above as of the Distribution or (b) listed on Schedule 1.2(1).

"Covered SnackCo Employee" means any employee of any member of the SnackCo Group (a) in the "I-band" or above as of the Distribution or (b) listed on Schedule 1.2(2).

"Covered Trademark License" means:

(a) with respect to the GroceryCo Group, any of the licenses granted by SnackCo IPCo to GroceryCo IPCo (each as defined in the IP Agreement (Trademark)) under the IP Agreement (Trademark) that are perpetual or have a duration of ten years, which licenses are described on Schedule 1.2(3); and

(b) with respect to the SnackCo Group, any of the licenses granted by GroceryCo IPCo to SnackCo IPCo under the IP Agreement (Trademark) that are perpetual or have a duration of ten years, which licenses are described on Schedule 1.2(4).

"Credit Support Instruments" means surety bonds, covenants, indemnities, undertakings, letters of credit or similar assurances or other credit support.

"DES" means diethylstilbestrol.

"DES Liability" means any Liability arising out of or attributable to the actual or alleged exposure of any Person to DES as a result of the manufacture, sale or distribution by any member of either Group (or any of their respective Predecessors) on or prior to the Distribution of any product containing DES.

"Distribution Date" means the date, determined by the Kraft Foods Board, on which the Distribution occurs.

"Distribution Ratio" means the number of shares of GroceryCo Common Stock to be distributed in respect of each share of Kraft Foods Common Stock in the Distribution, which ratio shall be determined by the Kraft Foods Board prior to the Record Date.

"Employee Matters Agreement" means the Employee Matters Agreement, to be dated on or prior to the Distribution Date, between GroceryCo and SnackCo, as may be amended or modified from time to time.

"Environmental Laws" means all Laws, including all judicial and administrative orders, determinations, and consent agreements or decrees, that (a) relate to pollution, protection of the environment or human exposure to Hazardous Substances, (b) classify, list, designate or define any waste, chemical, substance or material as a Hazardous Substance or (c) call for the remediation of or require reporting with respect to Hazardous Substances or regulate the use, manufacture, generation, handling, labeling, testing, transport, treatment, storage, processing, discharge, disposal, release, threatened release, control or cleanup of Hazardous Substances or materials containing Hazardous Substances, in each case enacted on the date of this Agreement (regardless of whether the compliance date relating thereto is before or after the Distribution).

"Environmental Liabilities" means any Liabilities, arising out of or resulting from any Environmental Law, contract or agreement relating to the environment, Hazardous Substances or human exposure to Hazardous Substances, including (a) fines, penalties, judgments, awards, settlements, losses, damages (including consequential damages), costs, fees (including attorneys' and consultants' fees), expenses and disbursements, (b) costs of defense and other responses to any administrative or judicial action (including notices, claims, complaints, suits and other assertions of liability) and (c) responsibility for any investigation, remediation, monitoring or cleanup costs, injunctive relief, natural resource damages, and any other environmental compliance

or remedial measures, in each case known or unknown, foreseen or unforeseen; provided, however, that "Environmental Liabilities" shall not include DES Liabilities or any Liabilities related to the actual or alleged exposure of any Person to asbestos or asbestos-containing materials, in each case, on or prior to the Distribution, including Asbestos Liabilities and any related Workers' Compensation Liabilities.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Finally Determined" means, with respect to any Action or threatened Action, that the outcome or resolution of that Action or threatened Action has either (a) been decided by an arbitrator or Governmental Authority of competent jurisdiction by judgment, order, award or other ruling or (b) been settled or voluntarily dismissed and, in the case of each of clauses (a) and (b), the claimants' rights to maintain that Action or threatened Action have been finally adjudicated, waived, discharged or extinguished, and that judgment, order, ruling, award, settlement or dismissal (whether mandatory or voluntary, but if voluntary that dismissal must be final, binding and with prejudice as to all claims specifically pleaded in that Action) is subject to no further appeal, vacatur proceeding or discretionary review.

"Form 10" means the registration statement on Form 10 filed by GroceryCo with the SEC to effect the registration of GroceryCo Common Stock pursuant to the Exchange Act in connection with the Distribution, as such registration statement may be amended or supplemented from time to time, including any amendment or supplement thereto.

"Governmental Approvals" means any notices, reports or other filings to be given to or made with, or any releases, Consents, substitutions, approvals, amendments, registrations, permits or authorizations to be obtained from, any Governmental Authority.

"Governmental Authority" means any United States or non-United States federal, state, provincial, territorial, local, tribal or international court, government, department, commission, board, bureau, agency, official or other legislative, judicial, regulatory, administrative or governmental authority.

"GroceryCo Action" has the meaning set forth in the Litigation Matters Memorandum.

"GroceryCo Assets" means:

(a) the Assets listed or described on Schedule 1.2(5) (which for the avoidance of doubt is not a comprehensive listing of all GroceryCo Assets and is not intended to limit the other clauses of this definition of "GroceryCo Assets") and all other Assets that are expressly provided in this Agreement or any Ancillary Agreement as Assets to be transferred to or retained by any member of the GroceryCo Group;

(b) all interests in the capital stock of, or any other equity interests in, the members of the GroceryCo Group (other than GroceryCo), and the capital stock and other equity, partnership, membership, joint venture and similar interests set on Schedule 1.2(6);

(c) all Assets reflected as assets of the members of the GroceryCo Group on the GroceryCo Balance Sheet and any Assets acquired by or for any member of the GroceryCo Group subsequent to the date of the GroceryCo Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the GroceryCo Balance Sheet if prepared in accordance with United States generally accepted accounting principles ("GAAP") applied on a consistent basis, subject to any dispositions of any such Assets subsequent to the date of the GroceryCo Balance Sheet;

(d) all approvals, registrations, permits or authorizations issued by any Governmental Authority that relate exclusively to the GroceryCo Business or the GroceryCo Assets and are held in the name of any member of the SnackCo Group;

(e) all Assets owned or held immediately prior to the Distribution by Kraft Foods Inc. or any of its Subsidiaries that primarily relate to or are primarily used in the GroceryCo Business (the intention of this clause (e) is only to rectify any inadvertent omission of transfer or conveyance of any Asset that, had the parties given specific consideration to such Asset as of the date of this Agreement, would have otherwise been classified as a GroceryCo Asset; no Asset shall be a GroceryCo Asset solely as a result of this clause (e) unless a claim with respect thereto is made by GroceryCo on or prior to the date that is 18 months after the Distribution); and

(f) all recoveries or other Assets (net of any expenses) received by any member of either Group with respect to any GroceryCo Action.

Notwithstanding the foregoing, the GroceryCo Assets shall not include any Assets governed by the Tax Sharing Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a GroceryCo Asset, any item explicitly included in clause (a), (b) or (f) of the definition of "SnackCo Assets" shall take priority over any of clauses (c) through (e) of this definition of "GroceryCo Assets" and clause (e) of the definition of "SnackCo Assets" shall take priority over clause (c) of this definition of "GroceryCo Assets."

"GroceryCo Balance Sheet" means the unaudited pro forma combined balance sheet of GroceryCo, including the notes thereto, as of June 30, 2012, included in the Information Statement.

"GroceryCo Business" means:

(a) the business and operations conducted by Kraft Foods Inc. and its Subsidiaries prior to the Distribution comprising what is referred to in Kraft Foods Inc.'s Quarterly Report on Form 10-Q for the six months ended June 30, 2012 (the "Kraft Foods

10-Q") as the *U.S. Beverages*, *U.S. Cheese*, *U.S. Convenient Meals* and *U.S. Grocery* segments, including the production, distribution, manufacture, marketing, packaging and sale of products under the stock keeping units ("SKUs") listed on Schedule 1.2(7), as applicable (other than any SKUs of the SnackCo Group that may be inadvertently listed on such Schedule);

(b) the business and operations conducted by Kraft Foods Inc. and its Subsidiaries prior to the Distribution relating to the production, distribution, manufacture, marketing, packaging and sale of products included in the GroceryCo Business under clause (a) above or under one of the brands listed on Schedule 1.2(8), in each case through what is referred to in the Kraft Foods 10-Q as the *Kraft Foods Canada & N.A. Foodservice* segment, including the SKUs listed on Schedule 1.2(7), as applicable (other than any SKUs of the SnackCo Group that may be inadvertently listed on such Schedule);

(c) the business and operations conducted by Kraft Foods Inc. and its Subsidiaries prior to the Distribution in the Caribbean and Puerto Rico relating to the production, distribution, manufacture, marketing, packaging and sale of products included in the GroceryCo Business under clause (a) or (b) above (other than Refreshment Beverages Products), including the SKUs listed on Schedule 1.2(7), as applicable (other than any SKUs of the SnackCo Group that may be inadvertently listed on such Schedule);

(d) the business and operations conducted by Kraft Foods Inc. and its Subsidiaries prior to the Distribution relating to the production, distribution, manufacture, marketing, packaging and sale of products included in the GroceryCo Business under clause (a) or (b) above (other than Refreshment Beverages Products and products sold under the brands listed on Schedule 1.2(9)) that are sold in any geographic region other than the United States, Canada, the Caribbean or Puerto Rico as an export from the United States or Canada to Third Parties through the export group of Kraft Foods Inc., including the SKUs listed on Schedule 1.2(7), as applicable (other than any SKUs of the SnackCo Group that (i) may be inadvertently listed on such Schedule or (ii) relate to Refreshment Beverages Products and products sold under the brands listed on Schedule 1.2(9));

(e) the Other Excluded SnackCo Businesses; and

(f) any other businesses or operations conducted primarily through the use of the GroceryCo Assets.

For the avoidance of doubt, this definition of "GroceryCo Business" shall not be construed to transfer to any member of either Group any trademark or other intellectual property governed by the IP Agreement (Trademark) or the IP Agreement (Non-Trademark).

"GroceryCo Canada" means Kraft Canada Inc., a corporation incorporated under the laws of Canada.

"GroceryCo Entities" means the members of the GroceryCo Group.

"GroceryCo Group" means GroceryCo and each Person that will be a direct or indirect Subsidiary of GroceryCo immediately prior to the Distribution (but after giving effect to the Internal Reorganization), including the entities listed on Schedule 1.2(10), and each Person that is or becomes a member of the GroceryCo Group after the Distribution, including in all circumstances any Person that is or was merged into GroceryCo or any such direct or indirect Subsidiary.

"GroceryCo Liabilities" means:

(a) the Liabilities listed or described on Schedule 1.2(11) and all other Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as Liabilities to be assumed by any member of the GroceryCo Group, and all obligations and Liabilities of any member of the GroceryCo Group under this Agreement or any of the Ancillary Agreements;

(b) all Liabilities relating to, arising out of or resulting from the indebtedness of Kraft Foods Inc. and its Subsidiaries listed on Schedule 1.2(12) (including any Liabilities relating to, arising out of or resulting from a claim by a holder of any such indebtedness, in its capacity as such);

(c) all Liabilities reflected as liabilities or obligations on the GroceryCo Balance Sheet, and all Liabilities arising or assumed after the date of the GroceryCo Balance Sheet that, had they arisen or been assumed on or before such date and been existing obligations as of such date, would have been reflected on the GroceryCo Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any discharge of such Liabilities subsequent to the date of the GroceryCo Balance Sheet;

(d) all Liabilities relating to, arising out of or resulting from any GroceryCo Action;

(e) all Liabilities relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in the Information Statement other than information relating to the SnackCo Business and the other items specified on Schedule 1.2(13) and Schedule 1.2(23);

(f) all Known Environmental Liabilities, except for those that relate to any active facility owned or operated by any member of the SnackCo Group as of the Distribution and those set forth on Schedule 1.2(14);

(g) all Unknown Environmental Liabilities associated with any current or former properties used in the operation of the GroceryCo Business, including the facilities listed or described on Schedule 1.2(15);

(h) all Liabilities to the extent relating to, arising out of or resulting from the terminated, divested or discontinued businesses or operations of Kraft Foods Inc., any of its Subsidiaries or any of their respective Predecessors that are listed or described on Schedule 1.2(16);

(i) all Liabilities to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the GroceryCo Business, as conducted at any time prior to the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority), which act or failure to act relates to the GroceryCo Business);

(ii) the operation or conduct of any business conducted by any member of the GroceryCo Group at any time after the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority));

(iii) any GroceryCo Asset; or

(iv) any Environmental Liability resulting from any properties included in or associated with the GroceryCo Assets (including any business, operations or properties, and any Liability resulting from off-site disposal of waste from such business, operations or properties, for which a current or future owner or operator of the GroceryCo Assets or the GroceryCo Business may be alleged to be responsible as a matter of Law, contract or otherwise due to such ownership or operation of the GroceryCo Assets or the GroceryCo Business), arising on or after the Distribution; and

(j) the Applicable GroceryCo Proportion of any Shared Liability.

Notwithstanding the foregoing, the GroceryCo Liabilities shall not include any Liabilities governed by the Tax Sharing Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a GroceryCo Liability, any item explicitly included in clause (a), (b), (d), (e), (f), (g), (h) or (i) of the definition of "SnackCo Liabilities" shall take priority over any of clauses (c) and (i) of this definition of "GroceryCo Liabilities."

"GroceryCo Products" means any products included in the GroceryCo Business or sold by any of the businesses listed or described on Schedule 1.2(16).

"Group" means the GroceryCo Group or the SnackCo Group, as the context requires.

"Hazardous Substances" means all materials, wastes or substances defined by, or regulated under any Environmental Laws as contaminants or as hazardous, restricted or toxic, provided that Hazardous Substances as defined in this Agreement does not include DES.

"Information" means all records, books, contracts, instruments, computer data and other data and information.

"Information Statement" means the Information Statement, attached as an exhibit to the Form 10, to be sent or otherwise made available to each Kraft Foods Shareholder in connection with the Distribution, as such Information Statement may be amended from time to time, including any amendment or supplement thereto.

"Insurance Proceeds" means those monies received by or on behalf of an insured from a Third Party insurance carrier or paid by a Third Party insurance carrier on behalf of the insured.

"Intercompany Agreement" means any agreement, arrangement, commitment or understanding, whether or not in writing, between or among any GroceryCo Entity, on the one hand, and any SnackCo Entity, on the other hand. Notwithstanding the foregoing, none of this Agreement and the Ancillary Agreements and each other agreement or instrument expressly contemplated by this Agreement or any Ancillary Agreement to be entered into by any of the parties or any GroceryCo Entities and SnackCo Entities shall be an Intercompany Agreement.

"Internal Reorganization" means all of the transactions, other than the Distribution, described in the document entitled "Detailed Transaction Steps" delivered by Kraft Foods Inc. to GroceryCo.

"IP Agreement (Non-Trademark)" means the Master Ownership and License Agreement Regarding Patents, Trade Secrets and Related Intellectual Property, to be dated on or prior to the Distribution Date, among Kraft Foods Global Brands LLC, Kraft Foods Group Brands LLC, Kraft Foods UK Ltd. and Kraft Foods R&D Inc., as may be amended or modified from time to time.

"IP Agreement (Trademark)" means the Master Ownership and License Agreement Regarding Trademarks and Related Intellectual Property, to be dated on or prior to the Distribution Date, between Kraft Foods Global Brands LLC and Kraft Foods Group Brands LLC, as may be amended or modified from time to time.

"Known Environmental Liabilities" means those Environmental Liabilities listed on Schedule 1.2(17) relating to events or conditions occurring or arising during the period prior to the Distribution.

"Kraft Foods Board" means the board of directors of Kraft Foods Inc. or an authorized committee thereof.

"Kraft Foods Common Stock" means the Class A common stock, no par value, of Kraft Foods Inc.

"Kraft Foods Shareholders" means the shareholders of Kraft Foods Inc.

"Law" means any statute, law, regulation, ordinance, rule, judgment, rule of common law, order, decree, government approval, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, whether in effect on or after the date of this Agreement, in each case, as amended.

"Liabilities" means any and all losses, claims, charges, debts, demands, Actions, damages, obligations, payments, costs and expenses, sums of money, bonds, indemnities and similar obligations, penalties, covenants, contracts, controversies, agreements, promises, omissions, guarantees, make whole agreements and similar obligations, and other liabilities, including all contractual obligations, whether absolute or contingent, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any Law, Action, threatened or contemplated Action (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys' fees and any and all costs and expenses (including allocated costs of in-house counsel and other personnel) whatsoever incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions), order or consent decree of any Governmental Authority or any award of any arbitrator of any kind, and those arising under any contract, commitment or undertaking, including those arising under this Agreement or any Ancillary Agreement or incurred by a party hereto or thereto in connection with enforcing its rights to indemnification hereunder or thereunder, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person.

"Litigation Matters Memorandum" means the Litigation Matters Memorandum, dated as of the date of this Agreement, exchanged between GroceryCo and SnackCo, as may be amended or modified from time to time.

"NASDAQ" means the NASDAQ Global Select Market.

"Non-Managing Party" means, as between GroceryCo and SnackCo, the party that is not the Managing Party with respect to any Shared Liability.

"Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

"Predecessor" means an entity whose rights, interests, assets, obligations, liabilities and duties the current entity has assumed, either through acquisition, merger or by operation of law.

"Products Action" means any Action by any Third Party asserted against any member of either Group alleging any product liability, breach of warranty, negligence, deceptive trade practices, false advertising or failure to warn or similar claim with respect to any GroceryCo Product.

"Record Date" means 5:00 p.m. Eastern time on the date determined by the Kraft Foods Board as the record date for determining the Kraft Foods Shareholders entitled to receive shares of GroceryCo Common Stock in the Distribution.

"Record Holders" means the Kraft Foods Shareholders on the Record Date.

"Refreshment Beverages Products" means any powdered beverages products and liquid concentrate products and any ready to drink products marketed or sold under any powdered beverages or liquid concentrate brands, including *Country Time*, *Crystal Lite*, *Kool-Aid*, *Tang* and *Mio*, but for the avoidance of doubt, excluding *Capri Sun*, in each case produced, distributed, manufactured, marketed, packaged or sold by Kraft Foods Inc. and its Subsidiaries prior to the Distribution.

"Remedial Action" means (a) any measures or actions required or undertaken to investigate, assess, evaluate, monitor, clean up, remove, treat, contain or otherwise remediate the presence or release of any Hazardous Substance into the environment or to prevent or minimize a release or threatened release of Hazardous Substances so that they do not migrate or endanger or threaten to endanger public health and welfare or the environment; (b) any remedial action, remediation, response or removal as those terms are defined in 42 U.S.C. § 9601; or (c) any "corrective action" as that term has been construed by Governmental Authorities pursuant to 42 U.S.C. § 6924.

"Reserved Business" means:

(a) with respect to the SnackCo Group, any businesses and operations conducted by one or more members of the SnackCo Group relating to any one or more of the production, distribution, manufacturing, marketing, packaging and sale of cream cheese products (where cream cheese constitutes 75% or more of the weight of the product) and/or processed cheese products (where processed cheese constitutes 75% or more of the weight of the product), in each case, including any of the material manufacturing assets used in any such businesses and operations; and

(b) with respect to any Selling Party, the business and operations of the Selling Party to which a Covered Trademark License of such Selling Party relates, including any of the material manufacturing assets used in any such business and operations.

"ROFO Offeror" means, (a) when a member of the GroceryCo Group is the Selling Party, SnackCo or any member of the SnackCo Group to whom SnackCo has transferred the rights set forth in Section 4.6 pursuant to Section 4.6(g) and (b) when a member of the SnackCo Group is the Selling Party, GroceryCo or any member of the GroceryCo Group to whom GroceryCo has transferred the rights set forth in Section 4.6 pursuant to Section 4.6(g).

"Sale Transaction" means, with respect to any Covered Business, any direct or indirect sale, assignment, exclusive license, transfer or other disposition or conveyance of legal or beneficial interest in such Covered Business to any Person that is not a controlled Affiliate of the Selling Party. In the case of any Covered Trademark License, "Sale Transaction" shall also include any direct or indirect sale, assignment, exclusive license, transfer or other disposition or conveyance of legal or beneficial interest in a significant portion of the business set forth opposite such Covered Trademark License on Schedule 1.2(3) or Schedule 1.2(4), as applicable.

"SEC" means the Securities and Exchange Commission.

"Security Interest" means any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-way, covenant, condition, easement, encroachment, restriction on transfer or other encumbrance of any nature whatsoever.

"Separation" means (a) the Internal Reorganization, (b) any other actions to be taken pursuant to Article II and (c) any other transfers of Assets and assumptions of Liabilities, in each case, between a member of one Group and a member of the other Group, provided for in this Agreement or any Ancillary Agreement.

"Shared Contract" means any contract or agreement of any member of either Group (a) that relates to both the GroceryCo Business and the SnackCo Business and (b) either (i) that the parties specifically intended to amend or divide, modify, partially assign or replicate (in whole or in part) the respective rights and obligations under and in respect of such contract or agreement prior to the Distribution, but were not able to do so prior to the Distribution or (ii) the existence of which either party discovers prior to the date that is 18 months after the Distribution and had the parties given specific consideration to such contract or agreement they would have amended or divided, modified, partially assigned or replicated (in whole or in part) the respective rights and obligations under and in respect of such contract or agreement.

"Shared Insurance Liabilities" means any Liabilities for which GroceryCo, on the one hand, and SnackCo, on the other hand, have recourse to the same pool of insurance funds and where there is a reasonable likelihood that such Liabilities will exceed the pool or where the pool of insurance funds has been exhausted.

"Shared Liability" means any of the following:

(a) any Liability relating to, arising out of or resulting from:

(i) any Action by any Third Party, including any shareholder derivative action, asserted against any member of either Group directly based on any act or omission, or alleged act or omission, taken to effect the Distribution and the other transactions contemplated by this Agreement and the Ancillary Agreements, other than any item included in clause (b) or (e) of the definition of "GroceryCo Liabilities" or clause (b) or (e) of the definition of "SnackCo Liabilities;"

(ii) any shareholder derivative or securities class action (A) brought by any current or former equity security holder of Kraft Foods Inc. and (B) arising exclusively from any acts, omissions, disclosures, or lack of disclosure occurring prior to the Distribution, irrespective of the facts alleged, including any information contained in the sections of the Information Statement set forth on Schedule 1.2(13), but excluding any item included in clause (b) or (e) of the definition of "GroceryCo Liabilities" or clause (b) or (e) of the definition of "SnackCo Liabilities;"

(iii) any Action by any Third Party with respect to any Split Plan (as defined in the Employee Matters Agreement) that (A) alleges a breach of fiduciary duty or a prohibited transaction under ERISA (as defined in the Employee Matters Agreement) that occurred prior to the Distribution and (B) is not otherwise a GroceryCo Action or a SnackCo Action (an "ERISA Action"); or

(iv) the unclaimed property audit described on Schedule 1.2(18) (the "Unclaimed Property Audit"); or

(b) any Liability (i) relating to, arising out of or resulting from any business or operations of any member of either Group or any of their Predecessors that (A) was discontinued, abandoned, completed or otherwise terminated (in whole or in part) prior to the Distribution and (B) is not included in the GroceryCo Business or the SnackCo Business or listed or described on Schedule 1.2(16) or Schedule 1.2(25) and (ii) is not listed in clauses (a) through (h) of the definition of "GroceryCo Liabilities" and clauses (a) through (h) of the definition of "SnackCo Liabilities."

Notwithstanding the foregoing, Shared Liabilities shall not include any Liabilities governed by the Tax Sharing Agreement. For the avoidance of doubt, any Liability arising in connection with the Unclaimed Property Audit shall be governed by this Agreement and shall not be governed by the Tax Sharing Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a Shared Liability, any item described in clause (a) of this definition of "Shared Liabilities" shall take priority over any of clauses (a) through (e) and clause (h) of the definition of "GroceryCo Liabilities" and clauses (a) through (e) and clause (h) of the definition of "SnackCo Liabilities."

"SnackCo Action" has the meaning set forth in the Litigation Matters Memorandum.

"SnackCo Assets" means:

(a) the Assets listed or described on Schedule 1.2(19) (which for the avoidance of doubt is not a comprehensive listing of all SnackCo Assets and is not intended to limit the other clauses of this definition of "SnackCo Assets") and all other Assets that are expressly provided in this Agreement or any Ancillary Agreement as Assets to be transferred to or retained by any member of the SnackCo Group;

(b) all interests in the capital stock of, or any other equity interests in, the members of the SnackCo Group (other than SnackCo), and the capital stock and other equity, partnership, membership, joint venture and similar interests listed on Schedule 1.2(20);

(c) all Assets reflected as assets of the members of the SnackCo Group on the SnackCo Balance Sheet and any Assets acquired by or for any member of the SnackCo Group subsequent to the date of the SnackCo Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the SnackCo Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any dispositions of any such Assets subsequent to the date of the SnackCo Balance Sheet;

(d) all approvals, registrations, permits or authorizations issued by any Governmental Authority that relate exclusively to the SnackCo Business or the SnackCo Assets and are held in the name of any member of the GroceryCo Group;

(e) all Assets owned or held immediately prior to the Distribution by Kraft Foods Inc. or any of its Subsidiaries that primarily relate to or are primarily used in the SnackCo Business (the intention of this clause (e) is only to rectify any inadvertent omission of transfer or conveyance of any Asset that, had the parties given specific consideration to such Asset as of the date of this Agreement, would have otherwise been classified as a SnackCo Asset; no Asset shall be a SnackCo Asset solely as a result of this clause (e) unless a claim with respect thereto is made by SnackCo on or prior to the date that is 18 months after the Distribution); and

(f) all recoveries or other Assets (net of any expenses) received by any member of either Group with respect to any SnackCo Action.

Notwithstanding the foregoing, the SnackCo Assets shall not include any Assets governed by the Tax Sharing Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a SnackCo Asset, any item explicitly included in clause (a), (b) or (f) of the definition of "GroceryCo Assets" shall take priority over any of clauses (c) through (e) of this definition of "SnackCo Assets" and clause (e) of the definition of "GroceryCo Assets" shall take priority over clause (c) of this definition of "SnackCo Assets."

"SnackCo Balance Sheet" means the balance sheet that would be created by taking the unaudited pro forma consolidated balance sheet of Kraft Foods Inc., including the notes thereto, as of June 30, 2012 and excluding the assets and liabilities and other items that (a) are reflected on the GroceryCo Balance Sheet or (b) would have been reflected on the GroceryCo Balance Sheet under clause (c) of the definition of "GroceryCo Assets" or clause (c) of the definition of "GroceryCo Liabilities."

"SnackCo Business" means:

(a) the business and operations conducted by Kraft Foods Inc. and its Subsidiaries prior to the Distribution comprising what is referred to in the Kraft Foods 10-Q as the *U.S. Snacks*, *Kraft Foods Europe* and *Kraft Foods Developing Markets* segments (but excluding (i) the production, distribution, manufacture, marketing, packaging and sale of *Planters* and *Corn Nuts* branded products (but for the avoidance of doubt, not *Back-to-Nature* nuts) (the "Other Excluded SnackCo Businesses") and (ii) the other businesses and operations included in clauses (c) and (d) of the definition of "GroceryCo Business");

(b) the business and operations conducted by Kraft Foods Inc. and its Subsidiaries prior to the Distribution comprising what is referred to in the Kraft Foods 10-Q as the *Kraft Foods Canada & N.A. Foodservice* segment (but excluding the businesses and operations described in clause (b) of the definition of "GroceryCo Business"); and

(c) any other businesses or operations conducted primarily through the use of the SnackCo Assets.

For the avoidance of doubt, this definition of "SnackCo Business" shall not be construed to transfer to any member of either Group any trademark or other intellectual property governed by the IP Agreement (Non-Trademark) or the IP Agreement (Trademark).

"SnackCo Canada" means Mondelez Canada Inc., a corporation incorporated under the laws of Canada.

"SnackCo Entities" means the members of the SnackCo Group.

"SnackCo Group" means SnackCo and each Person that will be a direct or indirect Subsidiary of SnackCo immediately after the Distribution and each Person that is or becomes a member of the SnackCo Group after the Distribution, including any Person that is or was merged into SnackCo or any such direct or indirect Subsidiary.

"SnackCo Liabilities" means:

(a) the Liabilities listed or described on Schedule 1.2(21) and all other Liabilities that are expressly provided by this Agreement or any Ancillary Agreement as

Liabilities to be assumed by any member of the SnackCo Group, and all obligations and Liabilities of any member of the SnackCo Group under this Agreement or any of the Ancillary Agreements;

(b) all Liabilities relating to, arising out of or resulting from the indebtedness of Kraft Foods Inc. and its Subsidiaries listed on Schedule 1.2(22) (including any Liabilities relating to, arising out of or resulting from a claim by a holder of any such indebtedness, in its capacity as such);

(c) all Liabilities reflected as liabilities or obligations on the SnackCo Balance Sheet, and all Liabilities arising or assumed after the date of the SnackCo Balance Sheet that, had they arisen or been assumed on or before such date and been existing obligations as of such date, would have been reflected on the SnackCo Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any discharge of such Liabilities subsequent to the date of the SnackCo Balance Sheet;

(d) all Liabilities relating to, arising out of or resulting from any SnackCo Action;

(e) all Liabilities relating to, arising out of or resulting from any untrue statement or alleged untrue statement of a material fact or omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, with respect to all information contained in the Information Statement relating to the SnackCo Business, including the items specified on Schedule 1.2(23) but excluding any of the items specified on Schedule 1.2(13);

(f) all DES Liabilities relating to events or conditions occurring or arising during the period prior to the Distribution Date;

(g) all Unknown Environmental Liabilities associated with any current or former properties used in the operation of the SnackCo Business, including the facilities listed or described on Schedule 1.2(24) and all existing and identified Environmental Liabilities of Kraft Foods Inc. or any of its Subsidiaries or any of its or their respective Predecessors relating to events or conditions occurring or arising during the period prior to the Distribution that relate to any active facility owned or operated by any member of the SnackCo Group as of the Distribution and those set forth on Schedule 1.2(14);

(h) all Asbestos Liabilities;

(i) all Liabilities to the extent relating to, arising out of or resulting from the terminated, divested or discontinued businesses or operations of Kraft Foods Inc. or any of its Subsidiaries or any of their respective Predecessors that are listed or described on Schedule 1.2(25);

(j) all Liabilities to the extent relating to, arising out of or resulting from:

(i) the operation or conduct of the SnackCo Business, as conducted at any time prior to the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority), which act or failure to act relates to the SnackCo Business);

(ii) the operation or conduct of any business conducted by any member of the SnackCo Group at any time after the Distribution (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority));

(iii) any SnackCo Asset; or

(iv) any Environmental Liability resulting from any properties included in or associated with the SnackCo Assets (including any business, operations or properties, and any Liability resulting from off-site disposal of waste from such business, operations or properties, for which a current or future owner or operator of the SnackCo Assets or the SnackCo Business may be alleged to be responsible as a matter of Law, contract or otherwise due to such ownership or operation of the SnackCo Assets or the SnackCo Business) arising on or after the Distribution; and

(k) the Applicable SnackCo Proportion of any Shared Liability.

Notwithstanding the foregoing, the SnackCo Liabilities shall not include any Liabilities governed by the Tax Sharing Agreement. In the event of any inconsistency or conflict that may arise in the application or interpretation of any of the foregoing provisions, for the purpose of determining what is and is not a SnackCo Liability, any item explicitly included in clause (a), (b), (d), (e), (f), (g) or (h) of the definition of "GroceryCo Liabilities" shall take priority over any of clauses (c) and (j) of this definition of "SnackCo Liabilities."

"Subsidiary" of any Person means any corporation or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however, that no Person that is not directly or indirectly wholly owned by any other Person shall be a Subsidiary of such other Person unless such other Person controls, or has the right, power or ability to control, that Person.

"Supply Agreement" means the Master Supply Agreement, to be dated on or prior to the Distribution Date, between the members of the GroceryCo Group and the SnackCo Group named therein, as may be amended or modified from time to time.

"Tax" has the meaning set forth in the Tax Sharing Agreement.

"Tax Advisor" means Sutherland Asbill & Brennan LLP.

"Tax Sharing Agreement" means the Tax Sharing and Indemnity Agreement, to be dated on or prior to the Distribution Date, between GroceryCo and SnackCo, as may be amended or modified from time to time.

"Transition Services Agreements" means the Master General Transition Services Agreement, the Master Research and Development Transition Services Agreement and the Master Information Technology Transition Services Agreement, each to be dated on or prior to the Distribution Date and each between the members of the GroceryCo Group and the SnackCo Group named therein, each as may be amended or modified from time to time.

"Unknown Environmental Liabilities" means those Environmental Liabilities that are not Known Environmental Liabilities arising out of the business or operations of any member of either Group during the period prior to the Distribution.

"Warehouse Agreements" means the Shared Warehouse Agreements, each to be dated on or prior to the Distribution Date and each between the members of the GroceryCo Group and the SnackCo Group named therein, each as may be amended or modified from time to time.

"Workers' Compensation Liability" has the meaning set forth in the Employee Matters Agreement.

ARTICLE II
THE SEPARATION

Section 2.1 Internal Reorganization; Transfer of Assets and Assumption of Liabilities.

(a) Prior to the Distribution, the parties shall cause the Internal Reorganization to be completed, and shall, and shall cause their respective Subsidiaries to, execute all such instruments, assignments, documents and other agreements (including the Canadian Transfer Agreement) necessary to effect the Internal Reorganization.

(b) Prior to the Distribution, the parties shall, and shall cause their respective Subsidiaries to, (i) execute such instruments of assignment and transfer and take such other corporate actions as are necessary to (A) transfer to one or more members of the GroceryCo Group all of the right, title and interest of the SnackCo Group in and to all GroceryCo Assets and (B) transfer to one or more members of the SnackCo Group all of

the right, title and interest of the GroceryCo Group in and to all SnackCo Assets and (ii) take all actions necessary to (A) cause one or more members of the GroceryCo Group to assume all of the GroceryCo Liabilities to the extent such GroceryCo Liabilities would otherwise remain obligations of any member of the SnackCo Group and (B) cause one or more members of the SnackCo Group to assume all of the SnackCo Liabilities to the extent such SnackCo Liabilities would otherwise remain obligations of any member of the GroceryCo Group. Notwithstanding anything to the contrary (x) neither party shall be required to transfer any Information except as required by Article VI and (y) this Agreement and the Ancillary Agreements do not purport to transfer any insurance policy.

Section 2.2 Governmental Approvals and Consents; Transfers, Assignments and Assumptions Not Effected Prior to the Distribution.

(a) To the extent that any of the transactions contemplated by this Agreement or any Ancillary Agreement requires any Governmental Approval or Consent, the parties will use their reasonable best efforts to obtain such Governmental Approval or Consent.

(b) To the extent that any transfer or assignment of Assets or assumption of Liabilities contemplated by this Agreement or any Ancillary Agreement shall not have been consummated prior to the Distribution, the parties shall use reasonable best efforts to effect, and shall cause the other members of their Group to effect, such transfers as soon after the Distribution as shall be practicable. Nothing in this Agreement shall be deemed to require the transfer of any Assets or the assumption of any Liabilities that by their terms or operation of law cannot or should not be transferred. In the event that any such transfer of Assets or assumption of Liabilities has not been consummated, from and after the Distribution until such time as such Asset is transferred or such Liability is assumed (i) the party retaining such Asset shall thereafter hold such Asset for the use and benefit of the party entitled to it (at the expense of the party entitled to it) and (ii) the party intended to assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. In addition, the party retaining such Asset or Liability shall, insofar as reasonably practicable and to the extent permitted by applicable Law, treat such Asset or Liability in the ordinary course of business consistent with past practice and take such other actions as may be reasonably requested by the party entitled to such Asset or by the party intended to assume such Liability in order to place such party, insofar as reasonably practicable, in the same position as if such Asset or Liability had been transferred or assumed as contemplated by this Agreement or by any Ancillary Agreement and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for gain, and control over such Asset or Liability, are to inure from and after the Distribution to the member or members of the Group entitled to such Asset or intended to assume such Liability. In furtherance of the foregoing three sentences, the parties agree that, as of the Distribution, each party shall be deemed to have acquired beneficial ownership over all of the Assets, together with all rights and privileges incident thereto, and shall be deemed to have assumed all of the Liabilities, and all duties, obligations and responsibilities incident thereto, that such party is entitled to acquire or intended to assume pursuant to the terms of this Agreement or the applicable Ancillary Agreement.

(c) If and when the applicable Consents, Governmental Approvals and/or conditions referred to in Section 2.2(b) are obtained or satisfied, the transfer or assumption of the applicable Asset or Liability shall be effected in accordance with and subject to the terms of this Agreement or the applicable Ancillary Agreement.

(d) The party retaining any Asset or Liability due to the deferral of the transfer of such Asset or the deferral of the assumption of such Liability pursuant to Section 2.2(b) or otherwise shall not be obligated, in connection with this Section 2.2, to expend any money or take any action that would require the expenditure of money unless the party entitled to such Asset or the party intended to assume such Liability advances the necessary funds.

(e) From and after the Distribution, the parties agree to treat, for U.S. federal, state, local and non-U.S. income tax purposes, any Asset or Liability that is not transferred prior to the Distribution and is subject to the provisions of Section 2.2(b) as owned by the member of the Group to which such Asset or Liability was intended to be transferred. The parties shall not take any position inconsistent with this Section 2.2(e) unless otherwise required by applicable Law.

Section 2.3 Termination of Agreements.

(a) Except as set forth in Section 2.3(b), the GroceryCo Entities, on the one hand, and the SnackCo Entities, on the other hand, hereby terminate any and all Intercompany Agreements, effective as of the Distribution. No terminated Intercompany Agreement (including any provision thereof that purports to survive termination) shall be of any further force or effect from and after the Distribution. Each party shall, at the reasonable request of any other party, take, or cause to be taken, such other actions as may be necessary to effect the provisions of this Section 2.3(a). The parties, on behalf of the members of their respective Groups, hereby waive any advance notice provision or other termination requirements with respect to any Intercompany Agreement.

(b) The provisions of Section 2.3(a) shall not apply to any of the following Intercompany Agreements (or to any of the provisions thereof):

(i) any Intercompany Agreement to which any non-wholly owned Subsidiary or non-wholly owned Affiliate of GroceryCo or SnackCo, as the case may be, is a party (it being understood that directors' qualifying shares or similar interests will be disregarded for purposes of determining whether a Subsidiary is wholly owned);

(ii) any other Intercompany Agreement that this Agreement or any Ancillary Agreement expressly contemplates will survive the Distribution; and

(iii) any Intercompany Agreement listed or described on Schedule 2.3(b)(iii).

(c) Except as otherwise expressly and specifically provided in this Agreement or any Ancillary Agreement, the relevant members of the SnackCo Group and the GroceryCo Group shall satisfy all intercompany receivables, payables, loans and other accounts between any SnackCo Entity, on the one hand, and any GroceryCo Entity, on the other hand, in existence as of immediately prior to the Distribution and after giving effect to the Internal Reorganization no later than the Distribution by (i) forgiveness by the relevant obligee or (ii) one or a related series of repayments, distributions of and/or contributions to capital, in each case as determined by SnackCo.

Section 2.4 Novation of GroceryCo Liabilities.

(a) Each of GroceryCo and SnackCo, at the written request of the other party within 18 months after the Distribution, shall use its reasonable best efforts to obtain, or to cause to be obtained, any release, Consent, substitution or amendment required to novate or assign all rights and obligations under any agreements, leases, licenses and other obligations or Liabilities of any nature whatsoever that constitute GroceryCo Liabilities, or to obtain in writing the unconditional release of all parties to such arrangements other than any GroceryCo Entities, so that, in any such case, GroceryCo and the other GroceryCo Entities will be solely responsible for such GroceryCo Liabilities; provided, however, that the party receiving the request shall not be obligated to (i) pay any consideration or surrender, release or modify any rights or remedies therefor to any Third Party from which such releases, Consents, substitutions and amendments are requested except as expressly set forth in this Agreement or any Ancillary Agreement or (ii) take any action pursuant to this Section 2.4 to the extent such action would result in an undue burden on such party or the other members of its Group or would unreasonably interfere with any of its or such other members' employees' normal functions and duties.

(b) If GroceryCo or SnackCo is unable to obtain, or to cause to be obtained, any required release, Consent, substitution or amendment, the applicable SnackCo Entity will continue to be bound by the applicable underlying agreement, lease, license or other obligation or other Liabilities and, unless not permitted by Law or the terms thereof, GroceryCo shall, or shall cause another GroceryCo Entity to, as agent or subcontractor for such SnackCo Entity, pay, perform and discharge fully all the obligations or other Liabilities of such SnackCo Entity thereunder. GroceryCo shall indemnify each SnackCo Indemnified Party and hold it harmless against, or shall cause its applicable Subsidiary to indemnify the applicable SnackCo Indemnified Party and hold it harmless against, any Liabilities arising in connection therewith. SnackCo shall pay and remit, or cause to be paid or remitted, to the applicable GroceryCo Entity, all money, rights and other consideration received by any SnackCo Entity (net of any applicable expenses) in respect of such performance by such GroceryCo Entity (unless any such consideration is a SnackCo Asset). If and when any such release, Consent, substitution or amendment shall be obtained or such agreement, lease, license or other rights, obligations or other Liabilities shall otherwise become assignable or able to be novated, SnackCo shall thereafter assign, or cause to be assigned, all the SnackCo Entities' rights, obligations and other Liabilities thereunder to the applicable GroceryCo Entity without payment of any further consideration and the applicable GroceryCo Entity shall, without payment of any further consideration, assume such rights, obligations and other Liabilities.

Section 2.5 Novation of SnackCo Liabilities.

(a) Each of GroceryCo and SnackCo, at the written request of the other party within 18 months after the Distribution, shall use its reasonable best efforts to obtain, or to cause to be obtained, any release, Consent, substitution or amendment required to novate or assign all rights and obligations under any agreements, leases, licenses and other obligations or Liabilities of any nature whatsoever that constitute SnackCo Liabilities, or to obtain in writing the unconditional release of all parties to such arrangements other than any SnackCo Entities, so that, in any such case, SnackCo and the other SnackCo Entities will be solely responsible for such SnackCo Liabilities; provided, however, that the party receiving the request shall not be obligated to (i) pay any consideration or surrender, release or modify any rights or remedies therefor to any Third Party from which such releases, Consents, substitutions and amendments are requested except as expressly set forth in this Agreement or any Ancillary Agreement or (ii) take any action pursuant to this Section 2.5 to the extent such action would result in an undue burden on such party or the other members of its Group or would unreasonably interfere with any of its or such other members' employees' normal functions and duties.

(b) If GroceryCo or SnackCo is unable to obtain, or to cause to be obtained, any required release, Consent, substitution or amendment, the applicable GroceryCo Entity will continue to be bound by the applicable underlying agreement, lease, license or other obligation or other Liabilities and, unless not permitted by Law or the terms thereof, SnackCo shall, or shall cause another SnackCo Entity to, as agent or subcontractor for such GroceryCo Entity, pay, perform and discharge fully all the obligations or other Liabilities of such GroceryCo Entity thereunder. SnackCo shall indemnify each GroceryCo Indemnified Party and hold it harmless against, or shall cause its applicable Subsidiary to indemnify the applicable GroceryCo Indemnified Party and hold it harmless against, any Liabilities arising in connection therewith. GroceryCo shall pay and remit, or cause to be paid or remitted, to the applicable SnackCo Entity, all money, rights and other consideration received by any GroceryCo Entity (net of any applicable expenses) in respect of such performance by such SnackCo Entity (unless any such consideration is a GroceryCo Asset). If and when any such release, Consent, substitution, approval or amendment shall be obtained or such agreement, lease, license or other rights, obligations or other Liabilities shall otherwise become assignable or able to be novated, GroceryCo shall thereafter assign, or cause to be assigned, all the GroceryCo Entities' rights, obligations and other Liabilities thereunder to the applicable SnackCo Entity without payment of any further consideration and the applicable SnackCo Entity shall, without payment of any further consideration, assume such rights, obligations and other Liabilities.

Section 2.6 Treatment of Cash; True-Up.

(a) From the date of this Agreement until the close of business on September 30, 2012, except as separately provided in the Canadian Transfer Agreement, Kraft Foods Inc. shall be entitled to use, retain or otherwise dispose of all cash generated by the GroceryCo Business and the GroceryCo Assets in accordance with the ordinary course operation of Kraft Food Inc.'s cash management systems. All cash held by any member of the GroceryCo Group as of the Distribution shall be a GroceryCo Asset and all cash held by any member of the SnackCo Group as of the Distribution shall be a SnackCo Asset.

(b) Following the Distribution, the parties shall comply with the true-up procedures and provisions set forth on Schedule 2.6(b).

Section 2.7 Replacement of Credit Support.

(a) GroceryCo shall use reasonable best efforts to arrange, at its cost and expense and effective at or prior to the Distribution, the replacement of all Credit Support Instruments to the extent relating to the GroceryCo Business and provided by or through any member of the SnackCo Group for the benefit of any member of the GroceryCo Group (the "GroceryCo Credit Support Instruments") with alternate arrangements that do not require any credit support from any member of the SnackCo Group, and shall use reasonable best efforts to obtain from the beneficiaries of such GroceryCo Credit Support Instruments written releases indicating that the applicable member of the SnackCo Group will, effective upon the Distribution, have no liability with respect to such GroceryCo Credit Support Instruments. In the event that GroceryCo is unable to obtain any such alternative arrangements for any GroceryCo Credit Support Instrument prior to the Distribution, it shall have responsibility for the payment and performance of the obligations underlying such GroceryCo Credit Support Instrument.

(b) SnackCo shall use reasonable best efforts to arrange, at its cost and expense and effective at or prior to the Distribution, the replacement of all Credit Support Instruments to the extent relating to the SnackCo Business and provided by or through any member of the GroceryCo Group for the benefit of any member of the SnackCo Group (the "SnackCo Credit Support Instruments") with alternate arrangements that do not require any credit support from any member of the GroceryCo Group, and shall use reasonable best efforts to obtain from the beneficiaries of such SnackCo Credit Support Instruments written releases indicating that the applicable member of the GroceryCo Group will, effective upon the Distribution, have no liability with respect to such SnackCo Credit Support Instruments. In the event that SnackCo is unable to obtain any such alternative arrangements for any SnackCo Credit Support Instrument prior to the Distribution, it shall have responsibility for the payment and performance of the obligations underlying such SnackCo Credit Support Instrument. SnackCo shall not be required to take, and shall not take, any of the actions described in the first sentence of this Section 2.7(b) in connection with the SnackCo Credit Support Instrument listed on Schedule 2.7(b), which will survive the Distribution.

Section 2.8 Disclaimer of Representations and Warranties. Each of SnackCo (on behalf of itself and each other SnackCo Entity) and GroceryCo (on behalf of itself and each other GroceryCo Entity) understands and agrees that, except as expressly set forth in this Agreement or in any Ancillary Agreement, no party (including its Affiliates) to this Agreement, any Ancillary Agreement or any other agreement or document contemplated by this Agreement, any Ancillary Agreement or otherwise, makes any representations or warranties relating in any way to the Assets, businesses or Liabilities transferred or assumed as contemplated hereby or thereby, to any Consent required in connection therewith, to the value or freedom from any Security Interests of, or any other matter concerning, any Assets of such party, or to the absence of any defenses or right of setoff or

freedom from counterclaim with respect to any claim or other Asset, including any accounts receivable, of any party, or to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any Asset or thing of value upon the execution, delivery and filing hereof or thereof. Except as may expressly be set forth in this Agreement or in any Ancillary Agreement, (a) the parties and the members of their respective Groups are transferring all such Assets on an "as is," "where is" basis, (b) the parties are expressly disclaiming any implied warranty of merchantability, fitness for a specific purpose or otherwise, (c) the respective transferees shall bear the economic and legal risks that any conveyance shall prove to be insufficient to vest in the transferee good and marketable title, free and clear of any Security Interest and (d) none of the SnackCo Entities or the GroceryCo Entities (including their Affiliates) or any other Person makes any representation or warranty with respect to any information, documents or material made available in connection with the Separation or the Distribution, or the entering into of this Agreement or any Ancillary Agreement or the transactions contemplated hereby or thereby, except as expressly set forth in this Agreement or any Ancillary Agreement.

ARTICLE III
THE DISTRIBUTION

Section 3.1 Actions Prior to the Distribution.

(a) Subject to the conditions specified in Section 3.2 and subject to Section 3.5, each of the parties shall use its reasonable best efforts to consummate the Distribution. Such actions shall include those specified in this Section 3.1.

(b) Prior to the Distribution, each of the parties will execute and deliver all Ancillary Agreements to which it is a party, and will cause the other SnackCo Entities and GroceryCo Entities, as applicable, to execute and deliver any Ancillary Agreements to which such Persons are parties.

(c) Prior to the Distribution, GroceryCo shall mail a notice of Internet availability of the Information Statement or the Information Statement to the Record Holders.

(d) GroceryCo shall prepare, file with the SEC and use its reasonable best efforts to cause to become effective any registration statements or amendments thereto required to effect the establishment of, or amendments to, any employee benefit and other plans necessary or appropriate in connection with the transactions contemplated by this Agreement or any of the Ancillary Agreements.

(e) Each of the parties shall take all such actions as may be necessary or appropriate under the securities or blue sky Laws of the states or other political subdivisions of the United States or of other foreign jurisdictions in connection with the Distribution.

(f) GroceryCo shall prepare and file, and shall use reasonable best efforts to have approved prior to the Distribution, an application for the listing on NASDAQ of the GroceryCo Common Stock to be distributed in the Distribution, subject to official notice of listing.

(g) Prior to the Distribution, the existing directors of GroceryCo shall duly elect the individuals listed as members of the GroceryCo board of directors in the Information Statement, and such individuals shall become the members of the GroceryCo board of directors in connection with the Distribution; provided, however, that to the extent required by any Law or requirement of NASDAQ, one independent director shall be appointed by the existing board of directors of GroceryCo and begin his or her term prior to the Distribution in accordance with such Law or requirement.

(h) Prior to the Distribution, each individual who will be an employee of any SnackCo Entity after the Distribution and who is a director or officer of any GroceryCo Entity shall have resigned or been removed from each such directorship and office held by such person, effective no later than immediately prior to the Distribution.

(i) Immediately prior to the Distribution, GroceryCo's Restated Articles of Incorporation and Restated Bylaws, each in substantially the form filed as an exhibit to the Form 10, shall be in effect.

(j) The parties shall, subject to Section 3.5, take all reasonable steps necessary and appropriate to cause the conditions set forth in Section 3.2 to be satisfied and to effect the Distribution on the Distribution Date.

Section 3.2 Conditions to Distribution. The obligations of the parties to consummate the Distribution shall be conditioned on the satisfaction, or waiver by the Kraft Foods Board, of the following conditions:

(a) The Kraft Foods Board shall, in its sole and absolute discretion, have authorized and approved the Separation and the Distribution and not withdrawn such authorization and approval.

(b) The Kraft Foods Board shall have declared the dividend of GroceryCo Common Stock to the Record Holders.

(c) The SEC shall have declared the Form 10 effective under the Exchange Act, no stop order suspending the effectiveness of the Form 10 shall be in effect, and no proceedings for such purpose shall be pending before or threatened by the SEC.

(d) NASDAQ or another national securities exchange approved by the Kraft Foods Board shall have accepted the GroceryCo Common Stock for listing, subject to official notice of issuance.

(e) The Internal Reorganization shall have been completed.

(f) The private letter ruling that Kraft Foods Inc. received from the Internal Revenue Service ("IRS"), to the effect that, subject to the accuracy of

and compliance with certain representations, assumptions and covenants (i) the Contribution and Internal Distribution will qualify for non-recognition of gain or loss to SnackCo and GroceryCo pursuant to Sections 368 and 355 of the Code (except to the extent the IRS generally will not rule on certain transfers of intellectual property, which will be covered solely by the opinion of Kraft Foods Inc.'s Tax Advisor) and (ii) the Distribution will qualify for non-recognition of gain or loss to Kraft Foods Inc. and the Kraft Foods Shareholders pursuant to Section 355 of the Code, except to the extent of cash received in lieu of fractional shares, will not have been revoked or modified in any material respect as of the Distribution Date.

(g) Kraft Foods Inc. shall have received an opinion from its Tax Advisor, in form and substance satisfactory to Kraft Foods Inc. in its sole and absolute discretion, that, subject to the accuracy of and compliance with certain representations, assumptions and covenants, (i) the Contribution and Internal Distribution will qualify for non-recognition of gain or loss to Kraft Foods Inc. and GroceryCo pursuant to Sections 368 and 355 of the Code and (ii) the Distribution will qualify for non-recognition of gain or loss to Kraft Foods Inc. and the Kraft Foods Shareholders pursuant to Section 355 of the Code, except to the extent of cash received in lieu of fractional shares.

(h) Kraft Foods Inc. shall have received an advance income tax ruling from the Canada Revenue Agency ("CRA"), in form and substance satisfactory to Kraft Foods Inc. in its sole and absolute discretion, to the effect that, subject to the accuracy of and compliance with certain representations, assumptions and covenants and based on the current provisions of the Income Tax Act (Canada) (the "Canadian Tax Act"), the separation of the assets and liabilities in Canada held in connection with the SnackCo Business from the assets and liabilities in Canada held in connection with the GroceryCo Business will be treated for purposes of the Canadian Tax Act as resulting in a "butterfly" reorganization with no material Canadian federal income tax payable by SnackCo's Canadian subsidiary, GroceryCo's Canadian subsidiary or their respective shareholders, and that advance income tax ruling will remain in effect as of the Distribution Date.

(i) No order, injunction or decree that would prevent the consummation of the Distribution shall be threatened, pending or issued (and still in effect) by any Governmental Authority of competent jurisdiction, no other legal restraint or prohibition preventing the consummation of the Distribution shall be in effect, and no other event outside the control of Kraft Foods Inc. shall have occurred or failed to occur that prevents the consummation of the Distribution.

(j) No other events or developments shall have occurred prior to the Distribution that, in the judgment of the Kraft Foods Board, would result in the Distribution having a material adverse effect on Kraft Foods Inc. or the Kraft Foods Shareholders.

(k) The actions set forth in Sections 3.1(b), (c), (g), (h) and (i) shall have been completed.

The foregoing conditions may only be waived by the Kraft Foods Board, in its sole and absolute discretion, are for the sole benefit of Kraft Foods Inc. and shall not give rise to or create any duty on the part of the Kraft Foods Board to waive or not waive such conditions or in any way limit the right of termination of this Agreement set forth in Section 8.3 or alter the consequences of any such termination from those specified in Section 8.3. Any determination made by the Kraft Foods Board prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 3.2 shall be conclusive.

Section 3.3 The Distribution.

(a) GroceryCo shall cooperate with Kraft Foods Inc. to accomplish the Distribution and shall, at the direction of Kraft Foods Inc., use its reasonable best efforts to promptly take any and all actions necessary or desirable to effect the Distribution. Each of the parties will provide, or cause the applicable member of its Group to provide, to the Agent all documents and information required to complete the Distribution.

(b) Subject to the terms and conditions set forth in this Agreement, (i) on or prior to the Distribution Date, for the benefit of and distribution to the Record Holders, Kraft Foods Inc. will deliver to the Agent all of the issued and outstanding shares of GroceryCo Common Stock then owned by Kraft Foods Inc. and book-entry authorizations for such shares and (ii) on the Distribution Date, Kraft Foods Inc. shall instruct the Agent to (A) distribute to each Record Holder (or such Record Holder's bank, brokerage firm or other nominee on such Record Holder's behalf) electronically, by direct registration in book-entry form, the number of whole shares of GroceryCo Common Stock to which such Record Holder is entitled based on the Distribution Ratio and (B) receive and hold for and on behalf of each Record Holder, the number of fractional shares of GroceryCo Common Stock to which such Record Holder is entitled based on the Distribution Ratio. The Distribution shall be effective at 5:00 p.m. Eastern time on the Distribution Date. On or as soon as practicable after the Distribution Date, the Agent will mail to each Record Holder an account statement indicating the number of whole shares of GroceryCo Common Stock that have been registered in book-entry form in such Record Holder's name.

(c) With respect to the shares of GroceryCo Common Stock remaining with the Agent 180 days after the Distribution Date, the Agent shall deliver any such shares as directed by GroceryCo, with the consent of SnackCo (which consent shall not be unreasonably withheld or delayed).

Section 3.4 Fractional Shares. The Agent and SnackCo shall, as soon as practicable after the Distribution Date, (a) determine the number of whole shares and

fractional shares of GroceryCo Common Stock that each Record Holder is entitled to receive in the Distribution, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions at then-prevailing trading prices on behalf of Record Holders to whom fractional share interests were distributed in the Distribution and (c) distribute to each such Record Holder, or for the benefit of each beneficial owner of fractional shares, such Record Holder's or beneficial owner's ratable share of the net proceeds of such sales, based upon the average gross selling price per share of GroceryCo Common Stock after making appropriate deductions for any amount required to be withheld under applicable Tax Law and less any brokers' charges, commissions or transfer Taxes. The Agent, in its sole discretion, will determine the timing and method of selling such shares, the selling price of such shares and the broker-dealer to which such shares will be sold; provided, however, that the designated broker-dealer is not an Affiliate of GroceryCo or Kraft Foods Inc. Neither SnackCo nor GroceryCo will pay any interest on the proceeds from the sale of such shares.

Section 3.5 Sole Discretion of the Kraft Foods Board. The Kraft Foods Board shall, in its sole and absolute discretion, determine the Record Date, the Distribution Date and all terms of the Distribution, including the form, structure and terms of any transactions and/or offerings to effect the Distribution and the timing of and conditions to the consummation thereof. In addition, and notwithstanding anything to the contrary set forth below, the Kraft Foods Board, in its sole and absolute discretion, may at any time and from time to time until the Distribution decide to abandon the Distribution or modify or change the terms of the Distribution, including by accelerating or delaying the timing of the consummation of all or part of the Distribution.

ARTICLE IV
FURTHER ASSURANCES; ADDITIONAL AGREEMENTS

Section 4.1 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties shall, and shall cause its Subsidiaries to, subject to Section 3.5, use its reasonable best efforts, prior to, on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Law, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement and the Ancillary Agreements.

(b) Without limiting Section 4.1(a), prior to, on and after the Distribution Date, each party shall, and shall cause its Subsidiaries to, cooperate with the other party and its Subsidiaries, and without any further consideration, but at the expense of the requesting party, to (i) execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all instruments, including any instruments of conveyance, assignment and transfer as such party may be reasonably requested to execute and deliver to the other party, (ii) make, or cause to be made, all filings with, and obtain, or cause to be obtained, all Consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument, (iii) seek,

obtain, or cause to be obtained, any Governmental Approvals or other Consents required to effect the Separation or the Distribution and (iv) take all such other actions as such party may reasonably be requested to take by any other party from time to time, consistent with the terms of this Agreement and the Ancillary Agreements, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements, the transfers of the GroceryCo Assets and the SnackCo Assets, the assignment and assumption of the GroceryCo Liabilities and the SnackCo Liabilities and the other transactions contemplated hereby and thereby. Without limiting Section 4.1(a), each party shall, and shall cause its Subsidiaries to, at the reasonable request, cost and expense of any other party, take such other actions as may be reasonably necessary to vest in such other party good and marketable title, if and to the extent it is practicable to do so.

Section 4.2 Shared Liabilities.

(a) After the Distribution, GroceryCo and SnackCo shall form the Allocation Committee to determine in good faith whether GroceryCo or SnackCo shall be the Managing Party of any Shared Liability. With respect to any Shared Liability, the Indemnifying Party or the Indemnified Party, as applicable, may, within 15 days after receipt of the notice given by the Indemnified Party pursuant to Section 5.5(a), make a written request to the Allocation Committee for a determination as to the Managing Party (a "Determination Request"). If the Allocation Committee reaches a determination (which shall be made within 15 days after a Determination Request on a matter submitted to the Allocation Committee by either of GroceryCo or SnackCo), then that determination shall be binding on the members of the GroceryCo Group and the SnackCo Group and their respective successors and assigns. In the event that the Allocation Committee cannot reach a determination within 15 days after the making of such Determination Request, then the Allocation Committee shall request the CPR Institute, New York City, to appoint an expert determiner to select the Managing Party. GroceryCo and SnackCo shall be jointly and severally responsible for the fees and expenses of the CPR Institute and the fees and expenses of the expert determiner. The Allocation Committee shall request CPR Institute (or if CPR Institute is not able to act in such a manner, a similar independent Third Party selected by GroceryCo and SnackCo) to appoint the expert determiner within four Business Days after receiving the request. Within two Business Days after the appointment, and with the cooperation of GroceryCo and SnackCo, the expert determiner shall meet separately (via telephone), for no more than 90 minutes, with representatives of GroceryCo and with representatives of SnackCo, to obtain their respective positions on the selection of the Managing Party. The expert determiner shall issue the decision on the selection of the Managing Party to the Allocation Committee within one Business Day after completion of the second meeting. The decision shall not be accompanied with reasons.

(b) Either GroceryCo or SnackCo shall be the "Managing Party" of each Shared Liability. In determining which party shall be the Managing Party, the Allocation Committee shall consider as the primary factor in such a determination which party is subject to the greater financial, operational and reputational risk or exposure in connection with such Shared Liability, including the relative Applicable Proportions with respect to such Shared Liability. The Allocation Committee shall also

consider such other factors as the Allocation Committee deems appropriate, including, if applicable, which party has control over the potentially relevant documentation and possible witnesses with respect to such Shared Liability and which party has more relevant expertise in managing similar liabilities.

(c) The Managing Party shall be responsible for managing, and shall have the authority to manage, the defense and resolution (including, subject to Section 5.5(b)(iv), settlement) of a Shared Liability. The Non-Managing Party shall not be entitled to raise as a defense to its obligations to pay any amount in respect of any Shared Liability that the Non-Managing Party was not consulted in the response to or defense thereof (except to the extent such consultation was required under this Agreement), that such party's views or opinions as to the conduct of such response to or defense or the reasonableness of any settlement were not accepted or adopted, that such party does not approve of the quality or manner of the response to or defense thereof or that such Shared Liability was incurred by reason of a settlement rather than by a judgment or other determination of liability.

(d) Any amount owed in respect of any Shared Liability shall be remitted within 30 days after the party entitled to such amount provides an invoice (including reasonable supporting information with respect thereto) to the party owing such amount.

(e) With respect to any Environmental Liability that is a Shared Liability under clause (b) of the definition of "Shared Liability":

(i) Unless the parties jointly agree that one is not necessary, the Managing Party shall retain a qualified independent environmental consultant (a "Consultant"), which Consultant shall be subject to the Non-Managing Party's approval (such approval not to be unreasonably withheld). The Managing Party's contract with the Consultant shall expressly state that the Non-Managing Party may rely upon the Consultant's work. The Managing Party shall undertake such defense, prosecution, investigation, containment and/or remediation in a commercially reasonable fashion in accordance with Environmental Laws for facilities of the type being remediated such that any Remedial Action complies with only the minimum requirements of Environmental Laws and shall not cause, through its own inaction, any undue delay in obtaining written notice from the appropriate Regulatory Authority that no further investigation or remediation is necessary with respect to the matter that is the subject of the indemnification claim, or, if no Regulatory Authority is involved in such matter, either a good faith determination from the Consultant that no further investigation or remediation is required to bring the property that is the subject of the Remedial Action into conformance with the minimum requirements of Environmental Laws for facilities of the type being remediated or other resolution of the investigation or remediation reasonably acceptable to the Non-Managing Party. The Managing Party shall promptly provide copies to the Non-Managing Party of all notices, correspondence, draft reports, submissions, work plans and final reports and shall give the Non-Managing Party a reasonable opportunity (at the Non-Managing Party's own expense) to comment on any submissions the Managing Party intends to deliver or submit to the appropriate Regulatory Authority prior to such

submission; provided, however, that the Managing Party shall not make such submission to the appropriate Regulatory Authority without a prior approval of the Non-Managing Party (which consent shall not be unreasonably withheld or unduly delayed). The Non-Managing Party may, at its own expense, hire its own consultants, attorneys or other professionals to monitor the defense, prosecution, investigation, containment and/or remediation, including any field work undertaken by the Managing Party, and the Managing Party shall provide the Non-Managing Party with copies of the results of all such field work. The type of Remedial Action undertaken by the Managing Party and the results thereof shall be subject to the approval of the Non-Managing Party, which approval shall not be unreasonably withheld. Notwithstanding the above, the Non-Managing Party shall not take any actions that shall unreasonably interfere with the Managing Party's performance of the defense, prosecution, investigation, containment and/or remediation, nor shall the implementation of the Remedial Action hereunder unreasonably interfere with the Non-Managing Party's operation of its business, unless otherwise required by a Governmental Authority.

(ii) The Non-Managing Party shall grant the Managing Party and its Consultants, or any other qualified consultant or subcontractor engaged by the Managing Party to perform the Remedial Action, and their officers, agents, employees, and authorized representatives (collectively, the "Representatives") access as reasonably necessary for the completion of the Remedial Action, subject to the following conditions: (A) the Non-Managing Party shall receive at least five working days' advance notice of the Consultant's or Representative's intention to initially enter the properties to conduct the remedial work; however, such time period may be shortened by agreement between the parties; (B) the access to the properties granted by the Non-Managing Party hereunder shall be limited to access reasonably necessary for the execution and supervision of the Remedial Action, and the Managing Party shall use its commercially reasonable efforts to complete the Remedial Action in accordance with the schedule referenced in the scope of work for the relevant property; (C) the Managing Party shall require the Consultants and their Representatives to procure and maintain insurance consistent with industry practices; and (D) following the execution of the Remedial Action, and in no case later than 30 days after on-site activities have been completed, the Managing Party shall undertake commercially reasonable measures (determined from the perspective of an objective commercially reasonable Person who was both paying the cost of restoration and operating the business on the property that was the subject of the Remedial Action) to return the properties to their approximate condition prior to the taking of the Remedial Action (absent the contamination that was the subject of the Remedial Action), and arrange for the prompt removal of all equipment and materials brought to the relevant property by Consultants or any of their Representatives during the course of the Remedial Action.

Section 4.3 Certain Shared Contracts. The parties shall, and shall cause their respective Subsidiaries to, use their respective reasonable best efforts to work together (and, if necessary and desirable, to work with the Third Party to such Shared Contract) in an effort to divide, partially assign, modify and/or replicate (in whole or in part) the respective rights and obligations under and in respect of any Shared Contract, such that (a) a member of the GroceryCo Group is the beneficiary of the rights and is responsible for the

obligations related to that portion of such Shared Contract relating to the GroceryCo Business (the "GroceryCo Portion"), which rights shall be a GroceryCo Asset and which obligations shall be a GroceryCo Liability and (b) a member of the SnackCo Group is the beneficiary of the rights and is responsible for the obligations related to such Shared Contract relating to the SnackCo Business (the "SnackCo Portion"), which rights shall be a SnackCo Asset and which obligations shall be a SnackCo Liability. If the parties, or their respective Subsidiaries, as applicable, are not able to enter into an arrangement to formally divide, partially assign, modify and/or replicate such Shared Contract as contemplated by the previous sentence, then the parties shall, and shall cause their respective Subsidiaries to, cooperate in any lawful arrangement to provide that a member of the GroceryCo Group shall receive the interest in the benefits and obligations of the GroceryCo Portion under such Shared Contract and a member of the SnackCo Group shall receive the interest in the benefits and obligations of the SnackCo Portion under such Shared Contract; provided, however, that no party shall be required to expend any money or take any action in furtherance of this Section 4.3 that would require the expenditure of money (other than any payment obligations under the applicable Shared Contract).

Section 4.4 Misdirected Customer Payments and Deductions.

(a) Subject to Section 4.4(e), on each Business Day during the three-month period following the Distribution: (i) GroceryCo shall notify SnackCo of (A) the amount of customer payments that relate to accounts receivable of any member of the SnackCo Group ("SnackCo Receivables") received by any member of the GroceryCo Group on the previous Business Day (such payments, "Misdirected SnackCo Payments") and (B) the amount of any customer deductions that relate to SnackCo Receivables made on the previous Business Day against payments owed to any member of the GroceryCo Group (such deductions, "Misdirected SnackCo Deductions") and (ii) SnackCo shall notify GroceryCo of (A) the amount of customer payments that relate to accounts receivable of any member of the GroceryCo Group ("GroceryCo Receivables") received by any member of the SnackCo Group on the previous Business Day (such payments, "Misdirected GroceryCo Payments") and (B) the amount of any customer deductions that relate to GroceryCo Receivables made on the previous Business Day against payments owed to any member of the SnackCo Group (such deductions, "Misdirected GroceryCo Deductions"). Each such notice shall include the name of each applicable customer and the amount of each applicable payment and deduction.

(b) On the last day of each calendar month during such three-month period: (i) if the amount of Misdirected GroceryCo Payments during such month plus the amount of Misdirected SnackCo Deductions during such month exceeds the amount of Misdirected SnackCo Payments during such month plus the amount of Misdirected GroceryCo Deductions during such month, then SnackCo shall pay GroceryCo the amount of such difference and (ii) if the amount of Misdirected SnackCo Payments during such month plus the amount Misdirected GroceryCo Deductions during such month exceeds the

amount of Misdirected GroceryCo Payments during such month plus the amount of Misdirected SnackCo Deductions during such month, then GroceryCo shall pay SnackCo the amount of such difference.

(c) In the event that after the three-month period following the Distribution, any member of the GroceryCo Group receives a Misdirected SnackCo Payment or any member of SnackCo Group receives a Misdirected GroceryCo Payment, the receiving party shall return such payment to the applicable payor.

(d) Subject to Section 4.4(e), during the three-month period following the Distribution, GroceryCo will promptly upon receipt thereof forward to SnackCo any invoice received by any member of the GroceryCo Group and addressed to any member of the SnackCo Group, and SnackCo will promptly upon receipt thereof forward to GroceryCo any invoice received by any member of the SnackCo Group and addressed to any member of the GroceryCo Group (any invoice described in this sentence, a "Misdirected Invoice"). After such three-month period, each of SnackCo and GroceryCo will return any Misdirected Invoices received by a member of their respective Groups to the applicable vendor for correction.

(e) This Section 4.4 shall not apply in respect of the parties to the Canadian Transfer Agreement or to any of their direct or indirect subsidiaries (including partnerships), the provisions of which agreement shall govern all matters relating to misdirected payments and misdirected invoices as between such Persons.

Section 4.5 Non-Solicitation.

(a) For a period of two years following the Distribution, unless otherwise agreed in writing between the Executive Vice Presidents of Human Resources of GroceryCo and SnackCo, GroceryCo shall not, and shall cause the other members of the GroceryCo Group not to, directly or indirectly solicit, recruit or hire any Covered SnackCo Group Employee; provided, that the foregoing shall not prohibit (i) a general solicitation to the public of general advertising or similar methods of solicitation by search firms not specifically directed at Covered SnackCo Group Employees (so long as no member of the GroceryCo Group hires any such Covered SnackCo Group Employee in violation of this Section 4.5(a)) or (ii) GroceryCo or any of other member of the GroceryCo Group from soliciting, recruiting or hiring any Covered SnackCo Group Employee who has ceased to be employed or retained by any member of the SnackCo Group for at least six months.

(b) For a period of two years following the Distribution, unless otherwise agreed in writing between the Executive Vice Presidents of Human Resources of SnackCo and GroceryCo, SnackCo shall not, and shall cause the other members of the SnackCo Group not to, directly or indirectly solicit, recruit or hire any Covered GroceryCo Group Employee; provided, that the foregoing shall not prohibit (i) a general solicitation to the public of general advertising or similar methods of solicitation by search firms not specifically directed at Covered GroceryCo Group Employees (so long as no member of the SnackCo Group hires any such Covered GroceryCo Group Employee in violation of this Section 4.5(b)) or (ii) SnackCo or any of other member of the SnackCo Group from soliciting, recruiting or hiring any Covered GroceryCo Group Employee who has ceased to be employed or retained by any member of the GroceryCo Group for at least six months.

Section 4.6 Rights of First Offer.

(a) Except as provided in Section 4.6(f) and except if prohibited by any contractual arrangements in place as of the Distribution and, in the case of any Covered Trademark License, subject to the terms of the IP Agreement (Trademark) at any time or from time to time after the Distribution and prior to the fifth anniversary of the Distribution, prior to any member of either Group (a "Selling Party") engaging in detailed discussions with, or providing detailed business and financial information about any Covered Business to, any Person that is not a controlled Affiliate of the Selling Party for a potential Sale Transaction with respect to any Covered Business, such Selling Party shall deliver to the applicable ROFO Offeror a written notice (the "ROFO Notice") stating such Selling Party's intention to pursue such proposed Sale Transaction and describing the applicable Covered Business in reasonable detail.

(b) The ROFO Offeror shall have 30 days after receipt from the Selling Party of a packet of business and financial information reasonably sufficient to make an initial indication of interest with respect to the Covered Business, which will include any such information the Selling Party proposes to provide to any Third Party (such period, the "Evaluation Period"), to decide whether to make a non-binding written offer (such written offer, an "Offer Letter") to purchase the Covered Business from the Selling Party. The Offer Letter shall set forth (i) the price at which the ROFO Offeror proposes to acquire the Covered Business in the proposed Sale Transaction, (ii) the material closing conditions of the proposed Sale Transaction and (iii) a summary of the other key terms and conditions of the proposed Sale Transaction.

(c) In the event that the ROFO Offeror fails to provide an Offer Letter that complies with the requirements of Section 4.6(b) prior to the expiration of the Evaluation Period, the Selling Party shall, during the 365-day period following the end of the Evaluation Period, be free to enter into a definitive agreement with a Third Party for a Sale Transaction with respect to the Covered Business. In the event that the Selling Party shall not have entered into any such definitive agreement within such 365-day period (or any such definitive agreement is terminated prior to the consummation of the Sale Transaction), such Selling Party shall not pursue a Sale Transaction with respect to any Covered Business without first reoffering such Covered Business in the manner set forth in this Section 4.6.

(d) Within five Business Days following the Selling Party's receipt of an Offer Letter that complies with the timing requirements of Section 4.6(b), the Selling Party shall notify the ROFO Offeror in writing as to whether the Selling Party has determined that the offer set forth in the Offer Letter is inadequate (such notice, an "Inadequacy Determination") or whether the Selling Party has agreed to enter into good faith negotiations with the ROFO Offeror (such notice, a "Negotiation Notice"). During the 60-day period following the ROFO Offeror's receipt

of a Negotiation Notice (the "Exclusive Negotiation Period"), the Selling Party and the ROFO Offeror shall negotiate in good faith and on an exclusive basis the terms of the proposed Sale Transaction. During the Exclusive Negotiation Period, the Selling Party shall provide the ROFO Offeror with all such business and financial information with respect to the Covered Business and all such reasonable access during ordinary business hours to management of the Covered Business, in each case, as is reasonably requested by the ROFO Offeror and subject to the ROFO Offeror's execution of a customary confidentiality agreement. In the event that the Selling Party provides an Inadequacy Notice or the Selling Party and the ROFO Offeror are unable to agree on mutually acceptable terms with respect to the proposed Sale Transaction during the Exclusive Negotiation Period, the Selling Party shall, during the 365-day period following the delivery of the Inadequacy Notice or the end of the Exclusive Negotiation Period (or the date of termination of a definitive agreement between the Selling Party and the ROFO Offeror with respect to a Sale Transaction), as applicable, be free to enter into a definitive agreement with a Third Party for a Sale Transaction with respect to the Covered Business on terms and conditions that are in the aggregate more favorable to the Selling Party in the good faith judgment of the Selling Party than the terms and conditions offered by the ROFO Offeror in the Offer Letter or the Exclusive Negotiation Period. In the event that the Selling Party shall not have entered into any such definitive agreement within such 365-day period (or any such definitive agreement is terminated prior to the consummation of the Sale Transaction), such Selling Party shall not pursue a Sale Transaction with respect to any Covered Business without first reoffering such Covered Business in the manner set forth in this Section 4.6.

(e) In the event that the revenue attributable to a Reserved Business or a Covered Trademark License (i) accounted, in each case, for less than 50% of the total revenue of a Covered Business in the 12-month period prior to the date of the ROFO Notice and (ii) the Selling Party can reasonably and in a cost-effective manner separate such Reserved Business or Covered Trademark License from such Covered Business, then the Selling Party shall provide the ROFO Offeror the right to make an offer with respect to only such Reserved Business pursuant to and in accordance with the terms set forth in this Section 4.6 and all references in this Section 4.6 to Covered Business shall refer only to such Reserved Business or Covered Trademark License.

(f) The rights of first offer set forth in this Section 4.6 shall not apply to (i) any Sale Transaction or series of related Sales Transactions to the same Third Party with respect to a Covered Business if the revenue attributable to all Reserved Businesses or Covered Trademark Licenses, as applicable, included in such Covered Business accounted, in the aggregate, for less than 10% of such Covered Business's total revenue during the 12-month period prior to any applicable date of determination or (ii) the issuance or acquisition of any equity securities of GroceryCo or SnackCo (or any public company successor thereto) if a member of the GroceryCo Group or a member of the SnackCo Group, as applicable, retains 100% ownership in its Reserved Businesses and Covered Trademark Licenses after such acquisition.

(g) The rights of first offer set forth in this Section 4.6 shall not be transferrable; provided, however, that each of GroceryCo and SnackCo may, upon receipt of a ROFO Notice, transfer their rights as a ROFO Offeror to any member of their respective Groups.

Section 4.7 Insurance Matters.

(a) Until the Distribution, each member of either Group shall (i) cause itself and its employees, officers and directors to continue to be covered as insured parties under existing policies of insurance and (ii) permit the members of the other Group and their respective employees, officers and directors to submit claims arising from or relating to facts, circumstances, events or matters that occurred at or prior to the Distribution to the extent permitted under such policies. From and after the Distribution, (x) no member of either Group will have responsibility to obtain coverage for any member of the other Group, (y) each member of either Group shall have the right to remove any member of the other Group and its employees, officers and directors as insured parties under any policy of insurance issued by any insurance carrier effective immediately following the Distribution and (z) neither party will be entitled following the Distribution to make any claims for insurance coverage under the other insurance policies of the members of the other Group to the extent such claims are based upon facts, circumstances, events or matters occurring after the Distribution. No member of either Group shall be deemed to have made any representation or warranty as to the availability of any coverage under any such insurance policy.

(b) After the Distribution, each member of each Group and each of their respective current, former and future directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing, shall have the right to assert claims arising from or relating to facts, circumstances, events or matters that occurred prior to the Distribution under any applicable insurance policies of the members of either Group to the extent permitted under the insurance policies up to the full available limits of such policies. Where indemnification is not available under Article V, each member of each Group shall be responsible for pursuing and administering its own insurance claims and any other member of either Group shall provide such reasonable cooperation as is appropriate with respect to notice of those claims and otherwise, and, with respect to those claims, in the event any member of either Group elects to pursue insurance coverage through litigation or other action against an insurer, that member will be responsible for its own costs and fees in connection therewith.

(c) After the Distribution, to the extent that any claims have been duly reported at or before the Distribution under the directors and officers liability insurance policies or fiduciary liability insurance policies (collectively, "D&O Policies") maintained by the members of each Group, the members of each Group shall not take any action that would limit the coverage of the individuals who acted as directors or officers of any member of either Group at or prior to the Distribution under any D&O Policies maintained by the members of either Group. The members of each Group shall reasonably cooperate with the individuals who acted as directors and officers of any member of either Group at or prior to the Distribution in their pursuit of any coverage claims under such D&O Policies that could inure to the benefit of such individuals. The members of each Group shall allow one another and their agents and representatives, upon

reasonable prior notice and during regular business hours, to examine and make copies of the relevant D&O Policies and shall provide such cooperation as is reasonably requested by the members of the other Group, their directors and their officers.

(d) Effective as of the Distribution, the existing insurance policy covering directors and officers of the members of each Group will be converted to a six-year run-off policy with policy limits of $275 million. Each of the members of either Group shall be responsible for obtaining its own directors and officers policy for acts or omissions occurring on or after the Distribution.

(e) If any Asset transferred pursuant to this Agreement suffers or has suffered any damage, destruction or other casualty loss that arises or has arisen prior to the Distribution and for which no insurance claim has yet been made as of the Distribution, the party who transferred the Asset shall make a claim on any available insurance and pay any such proceeds to the party who received the Asset.

(f) Workers' compensation claims in certain states may have dates of injury which occur over a period of time (Cumulative Trauma (CT) claims). The parties agree that for all CT claims involving GroceryCo employees where injurious exposure is claimed by the employee to have both predated and postdated the Distribution Date, GroceryCo will be the exclusive responsible party for the administration, litigation and resolution of the claim. The claim will be administered exclusively by GroceryCo or its carrier or third-party administrator. The assigned administrator will be instructed, and it will be documented in the appropriate claims handling instructions, that no litigation or competing claims for reimbursement or apportionment will be sought against any former employers. At the close of the case, however, or at a mutually agreeable date, the parties will agree upon an accounting of the claims costs, including all medical, indemnity and expense benefits paid to or on behalf of the claimant, which shall be allocated between SnackCo and GroceryCo according to the generally followed methodology for workers' compensation claims in the relevant jurisdiction

(g) Nothing in this Agreement shall prohibit any member of either Group from agreeing to modify or compromise insurance rights (including by means of commutation, novation, rescission, reformation, policy buyback or otherwise) with an insurer that has been placed in liquidation, rehabilitation, conservation, supervision or similar proceedings, provided that, where those insurance rights potentially also would have benefited any member of the other Group, whether by virtue of any indemnification obligations, by virtue of any insurance rights under the policy at issue, or otherwise, then GroceryCo and SnackCo must both agree in advance and in writing to any modification or compromise of those insurance rights.

Section 4.8 Co-Owned Copyrights. Any copyrights owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution in any manuals or policies that are not primarily related to the GroceryCo Business or SnackCo Business (e.g., 5S Sales Manual) shall be jointly owned, on an equal undivided basis, by GroceryCo IPCo or its Affiliates, on the one hand, and SnackCo IPCo or its Affiliates, on the other hand, and may be used by either party or its Affiliates without a duty of accounting or other obligation to the other party.

ARTICLE V
MUTUAL RELEASES; INDEMNIFICATION

Section 5.1 Release of Pre-Distribution Claims.

(a) Except (i) as provided in Section 5.1(c), (ii) as may be otherwise provided in this Agreement or any Ancillary Agreement and (iii) for any matter for which any GroceryCo Indemnified Party is entitled to indemnification pursuant to this Article V, effective as of the Distribution, GroceryCo does hereby, for itself and each other GroceryCo Entity and their respective Affiliates, Predecessors, successors and assigns, and, to the extent GroceryCo legally may, all Persons that at any time prior or subsequent to the Distribution have been shareholders, directors, officers, members, agents or employees of GroceryCo or any other GroceryCo Entity (in each case, in their respective capacities as such), remise, release and forever discharge each SnackCo Entity, its Affiliates, successors and assigns, and all Persons that at any time prior to the Distribution have been shareholders, directors, officers, members, agents or employees of SnackCo or any other SnackCo Entity (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity, whether arising under any contract or agreement, by operation of law or otherwise, existing or arising from or relating to any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, whether or not known as of the Distribution Date, including in connection with the transactions and all other activities to implement the Separation or the Distribution.

(b) Except (i) as provided in Section 5.1(c), (ii) as may be otherwise provided in this Agreement or any Ancillary Agreement and (iii) for any matter for which any SnackCo Indemnified Party is entitled to indemnification pursuant to this Article V, SnackCo does hereby, for itself and each other SnackCo Entity and its Affiliates, successors and assigns, and, to the extent SnackCo legally may, all Persons that at any time prior to the Distribution have been shareholders, directors, officers, members, agents or employees of SnackCo or any other SnackCo Entity (in each case, in their respective capacities as such), remise, release and forever discharge each GroceryCo Entity, their respective Affiliates, successors and assigns, and all Persons that at any time prior to the Distribution have been shareholders, directors, officers, members, agents or employees of GroceryCo or any other GroceryCo Entity (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity, whether arising under any contract or agreement, by operation of law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, whether or not known as of the Distribution Date, including in connection with the transactions and all other activities to implement the Separation or the Distribution.

(c) Nothing contained in Section 5.1(a) or 5.1(b) shall impair any right of any Person to enforce this Agreement, any Ancillary Agreement, including the applicable Schedules hereto and thereto, or any arrangement that is not to terminate as of the Distribution, as specified in Section 2.3(b). Nothing contained in Section 5.1(a) or 5.1(b) shall release any Person from:

(i) any Liability provided in or resulting from any agreement among any SnackCo Entities and any GroceryCo Entities that is not to terminate as of the Distribution, as specified in Section 2.3(b), or any other Liability that is not to terminate as of the Distribution, as specified in Section 2.3(b);

(ii) any Liability, contingent or otherwise, assumed, transferred, assigned or allocated to the Group of which such Person is a member in accordance with, or any other Liability of any member of any Group under, this Agreement or any Ancillary Agreement; or

(iii) any Liability the release of which would result in the release of any Person other than a Person released pursuant to this Section 5.1;

provided that the parties agree not to bring suit or permit any of their Subsidiaries to bring suit against any Person with respect to any Liability to the extent that such Person would be released with respect to such Liability by this Section 5.1 but for the provisions of this clause (iii).

(d) GroceryCo shall not make, and shall not permit any other GroceryCo Entity to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim for indemnification, against any SnackCo Entity, or any other Person released pursuant to Section 5.1(a), with respect to any Liabilities released pursuant to Section 5.1(a). SnackCo shall not, and shall not permit any other SnackCo Entity to, make any claim or demand, or commence any Action asserting any claim or demand, including any claim for indemnification, against any GroceryCo Entity, or any other Person released pursuant to Section 5.1(b), with respect to any Liabilities released pursuant to Section 5.1(b).

(e) At any time, at the request of any other party, each party shall cause each member of its respective Group to execute and deliver releases in form reasonably satisfactory to the other party reflecting the provisions of this Section 5.1.

Section 5.2 Indemnification by GroceryCo. Subject to Section 5.4, following the Distribution, GroceryCo shall indemnify, defend and hold harmless SnackCo, each SnackCo Entity and each of their respective current, former and future directors, officers and employees, and each of the heirs, administrators, executors, successors and assigns of any of the foregoing (collectively, the "SnackCo Indemnified Parties"), from and against any and all Liabilities of the SnackCo Indemnified Parties (except to the extent they are Liabilities of SnackCo Canada or its direct or indirect subsidiaries (including partnerships), in which case GroceryCo shall cause GroceryCo Canada to fulfill its indemnification obligations in the Canadian Transfer Agreement) relating to, arising out of or resulting from any of the following items (with corresponding credits for recovered or reimbursed payments):

(a) the GroceryCo Liabilities (other than any Business Liability Claim Deductible, subject to the limitations set forth in Section 5.3(c)); and

(b) any breach by any GroceryCo Entity of this Agreement or any of the Ancillary Agreements (other than the Supply Agreement, the Warehouse Agreements, the Tax Sharing Agreement and the Transition Services Agreements, each of which shall be subject to the provisions contained therein).

Section 5.3 Indemnification by SnackCo. Subject to Section 5.4, following the Distribution, SnackCo shall indemnify, defend and hold harmless GroceryCo, each GroceryCo Entity and each of their respective current, former and future directors, officers and employees, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "GroceryCo Indemnified Parties"), from and against any and all Liabilities of the GroceryCo Indemnified Parties (except to the extent they are Liabilities of GroceryCo Canada or its direct or indirect subsidiaries (including partnerships), in which case SnackCo shall cause SnackCo Canada to fulfill its indemnification obligations in the Canadian Transfer Agreement) relating to, arising out of or resulting from any of the following items (with corresponding credits for recovered or reimbursed payments):

(a) the SnackCo Liabilities;

(b) any breach by any SnackCo Entity of this Agreement or any of the Ancillary Agreements (other than the Supply Agreement, the Warehouse Agreements, the Tax Sharing Agreement and the Transition Services Agreements, each of which shall be subject to the provisions contained therein); and

(c) any Business Liability Claim Deductible or Workers' Compensation Liability (including the employer liability portion of a typical workers' compensation policy) incurred by the GroceryCo Indemnified Parties arising out of any acts or events occurring or failing to occur, or alleged to have occurred or to have failed to occur, or any conditions existing or alleged to have existed on or before the Distribution; provided, however, that the maximum amount for which SnackCo shall be required to pay to the GroceryCo Indemnified Parties pursuant to this Section 5.3(c) with respect to all Products Actions shall be $50 million in the aggregate.

Section 5.4 Notice and Payment of Direct Claims. If any GroceryCo Indemnified Party or any SnackCo Indemnified Party (an "Indemnified Party") determines that it is or may be entitled to indemnification by any party (an "Indemnifying Party") under this Agreement or any Ancillary Agreement (other than in connection with any Action subject to Section 5.5), the Indemnified Party shall promptly deliver to the Indemnifying Party a written notice specifying, to the extent reasonably practicable, the basis for its claim for indemnification and, if then reasonably quantifiable, the amount for which the Indemnified Party reasonably believes it is or may be entitled to be indemnified. Within 30 days after receipt of such notice, the Indemnifying Party shall pay the Indemnified Party that amount in cash or other immediately available funds unless the Indemnifying Party objects to the claim for

indemnification or the amount of the claim. If the Indemnifying Party does not give the Indemnified Party written notice objecting to that indemnity claim and setting forth the grounds for the objection within such 30-day period, the Indemnifying Party shall be deemed to have objected to such indemnity claim. If there is a timely objection by the Indemnifying Party, the Indemnifying Party shall pay to the Indemnified Party in cash the amount, if any, that is Finally Determined to be required to be paid by the Indemnifying Party in respect of that indemnity claim within 15 days after that indemnity claim has been so Finally Determined.

Section 5.5 Third-Party Claims.

(a) Promptly after the earlier of receipt of (i) notice that any Person (other than a Taxing Authority (as defined in the Tax Sharing Agreement)) that is not a GroceryCo Entity or a SnackCo Entity (a "Third Party") has commenced an Action against or otherwise involving any Indemnified Party or (ii) information from a Third Party alleging the existence of a claim against an Indemnified Party, in either case, with respect to which indemnification may be sought (in whole or in part) under this Agreement or any Ancillary Agreement (a "Third-Party Claim"), the Indemnified Party shall give the Indemnifying Party written notice of the Third-Party Claim. The failure of the Indemnified Party to give notice as provided in this Section 5.5 shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that the Indemnifying Party is materially prejudiced by the failure to give notice.

(b) With respect to any Third-Party Claim that is a Shared Liability:

(i) Upon the making of a Determination Request with respect to any Third-Party Claims, the applicable Indemnified Party shall assume the defense of such Third-Party Claim until a determination as to whether such Third-Party Claim is a Shared Liability. In the event of such assumption of defense, such Indemnified Party shall be entitled to reimbursement of all the costs and expenses of such defense once a final determination or acknowledgement is made that such Indemnified Party is entitled to indemnification with respect to such Third-Party Claim; provided, that if such Third-Party Claim is determined to be a Shared Liability, such costs and expenses shall be shared as provided in Section 5.5(b)(ii). If it is determined or agreed that the Third-Party Claim is a Shared Liability, the Managing Party shall assume the defense of such Third-Party Claim as soon as reasonably practicable following such determination.

(ii) A party's costs and expenses of assuming the defense of (subject to Section 5.5(b)(i)), and/or seeking to settle or compromise (subject to Section 5.5(b)(iv)), any Third-Party Claim that is a Shared Liability shall be included in the calculation of the amount of the applicable Shared Liability in determining the obligations of the parties with respect thereto.

(iii) The Managing Party shall consult with the Non-Managing Party prior to taking any action with respect to any Third-Party Claim that is a Shared Liability if the Managing Party's action could reasonably be expected to have a significant

adverse impact (financial or non-financial) on the Non-Managing Party, including a significant adverse impact on the rights, obligations, operations, standing or reputation of the Non-Managing Party (or its Subsidiaries or Affiliates), and the Managing Party shall not take such action without the prior written consent of the Non-Managing Party, which consent shall not be unreasonably withheld, delayed or conditioned.

(iv) The Managing Party shall promptly give notice to the Non-Managing Party regarding the substance of any settlement related discussions with respect to any Third-Party Claim that is a Shared Liability if (A) the Non-Managing Party is required to share in any significant aspect of the costs and expenses, proceeds or obligations resulting from such settlement or (B) the settlement can reasonably be expected to have a significant impact (financial or nonfinancial) on the Non-Managing Party. In such instances, the Managing Party shall not settle such Third-Party Claim without the prior written consent of the Non-Managing Party, which consent shall not be unreasonably withheld, delayed or conditioned.

(v) The Non-Managing Party shall cooperate, at the cost and expense of the Indemnifying Party, in a reasonable manner in the defense of any Third-Party Claim that is a Shared Liability.

(c) With respect to any Third-Party Claim that is or may be a Shared Insurance Liability, GroceryCo and SnackCo: (i) shall maintain open communications on the status of such claim; (ii) shall permit one another reasonable access to non-privileged information on such claim; and (iii) agree, upon exhaustion of the shared pool of insurance funds, to re-balance, at least annually, the insurance recovery for such Shared Insurance Liabilities to make each Group's share of the insurance proceeds proportional to such Group's share of the total amount paid in settlements and/or judgments by insurance and the parties with respect to such Shared Insurance Liabilities.

(d) With respect to any Third-Party Claim that is not a Shared Liability:

(i) Within 30 days after receipt of the notice given by the Indemnified Party pursuant to Section 5.5(a), the Indemnifying Party may either (A) assume and control the defense (including claims administration) of such Third-Party Claim at its sole cost and expense by giving written notice to that effect to the Indemnified Party or (B) object to the claim for indemnification set forth in such notice; provided, that if the Indemnifying Party does not within that 30-day period give the Indemnified Party written notice objecting to such indemnification claim and setting forth the grounds for the objection, the Indemnifying Party shall be deemed to have acknowledged its liability for such indemnification claim. Until such time as the Indemnifying Party has assumed the defense of such Third-Party Claim, the Indemnified Party shall have the right to control the defense of such Third-Party Claim. GroceryCo shall provide a copy of any notice under this Section 5.5(d)(i) with respect to any workers' compensation claim or any claim with respect to a Business Liability Claim Deductible to the risk manager or designee of same at SnackCo.

(ii) If the Indemnifying Party has assumed the defense of a Third-Party Claim in accordance with Section 5.5(d)(i), the defense of the Indemnified Party shall be controlled by the Indemnifying Party and counsel retained by the Indemnifying Party, which counsel shall be reasonably satisfactory to the Indemnified Party, and the Indemnifying Party may settle or compromise the Third-Party Claim without the prior consent of the Indemnified Party so long as any settlement or compromise of the Third-Party Claim includes an unconditional release of the Indemnified Party from all claims that are the subject of that Third-Party Claim; provided, that the Indemnifying Party may not agree to any such settlement or compromise pursuant to which any liability shall be admitted or any remedy or relief, other than monetary damages for which the Indemnifying Party shall be responsible under this Agreement, shall be applied to or against the Indemnified Party, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything in this Section 5.5, (A) in the event that a Business Liability Claim Deductible with respect to any Third-Party Claim has been paid, or there is a reasonable likelihood of exposure above the Business Liability Claim Deductible, then the party with exposure above the Business Liability Claim Deductible shall have the right to assume control of the defense and settlement of such Third-Party Claim and (B) with respect to any Products Action, the party reasonably likely to have the greater exposure shall have the right to control the defense and settlement of such Products Action from the commencement of such Products Action.

(iii) Where liability for an indemnification claim has been accepted under Section 5.5(d), (A) the Indemnified Party shall cooperate, at the cost and expense of the Indemnifying Party, in a reasonable manner in the defense of any Third-Party Claim for which the Indemnifying Party has acknowledged liability, (B) the Indemnifying Party shall, upon request from the Indemnifying Party, promptly pay to the Indemnified Party the amount of any expense, loss or other amount subject to indemnification resulting from the Third-Party Claim for which the Indemnifying Party has acknowledged liability and (C) the Indemnified Party may exercise any and all of its rights under applicable Law to collect that amount.

(iv) If there is a timely objection by the Indemnifying Party pursuant to Section 5.5(d)(i), the Indemnified Party shall be entitled to exercise any remedies available under Article VII for a determination as to whether the Indemnified Party may be entitled to indemnification. If it has been Finally Determined that the Indemnified Party is entitled to indemnification, the Indemnifying Party shall, upon request from the Indemnified Party, promptly pay to the Indemnified Party the amount of any expense, loss or other amount subject to indemnification resulting from the Third-Party Claim for which the Indemnifying Party's responsibility has been so Finally Determined. If the Indemnified Party does not seek a determination pursuant to the immediately preceding sentence, then the Indemnifying Party shall pay to the Indemnified Party in cash the amount, if any, for which the Indemnified Party is entitled to be indemnified under this Agreement within 30 days after such Third-Party Claim has been Finally Determined.

(v) The Indemnified Party shall take all necessary action to keep and maintain in force all insurance that applies to any claim for which indemnification is

sought. The Indemnified Party shall also use reasonable efforts to ensure that Insurance Proceeds received with respect to claims, costs and expenses under insurance policies in force shall be paid to reduce the net exposure of the Indemnified Party.

Section 5.6 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Each of GroceryCo (on behalf of itself and each other member of the GroceryCo Group) and SnackCo (on behalf of itself and each other member of the SnackCo Group) intends that any Liability subject to indemnification or reimbursement pursuant to this Agreement will be net of Insurance Proceeds and other amounts received that actually reduce the amount of the Liability for which indemnification is sought. Accordingly, the amount which any Indemnifying Party is required to pay to any Indemnified Party will be reduced by any Insurance Proceeds and other amounts theretofore actually recovered by or on behalf of the Indemnified Party in reduction of the related Liability. If an Indemnified Party receives a payment (an "Indemnity Payment") required by this Agreement from an Indemnifying Party in respect of any Liability and subsequently receives Insurance Proceeds or other amounts therefor, then the Indemnified Party will promptly pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or other amounts had been received, realized or recovered.

(b) In the case of any Shared Liability, any Insurance Proceeds actually received, realized or recovered by any party in respect of the Shared Liability will be shared between the GroceryCo Group and the SnackCo Group in accordance with their respective Applicable Proportions, regardless of which Group may actually receive, realize or recover such Insurance Proceeds.

(c) An insurer that would otherwise be obligated to defend or make payment in response to any claim shall not be relieved of the responsibility with respect thereto or, solely by virtue of the indemnification provisions of this Agreement, have any subrogation rights with respect thereto, it being expressly understood and agreed that no insurer or any other Third Party shall be entitled to a "windfall" (i.e., a benefit it would not be entitled to receive in the absence of the indemnification provisions of this Agreement) by virtue of the indemnification provisions of this Agreement. It is understood that the retention of the insurance policies by an Indemnifying Party or an Indemnified Party is in no way intended to limit, inhibit or preclude any right to insurance coverage for any Liability or any other rights under any insurance policy by SnackCo, GroceryCo or any other Kraft Foods Inc. affiliated entity under any insurance policy for insurance coverage, defense, reimbursement, subrogation or otherwise.

(d) Upon indemnification of the Business Liability Claims Deductibles under this Agreement, the Indemnifying Party shall be subrogated to rights of the Indemnified Party against insurers or other Third Parties with respect to such indemnified amount. The Indemnified Party shall, upon request, provide a formal assignment of a claim against an insurer or other Third Party to the Indemnifying Party with respect to the

indemnified amount or shall otherwise reasonably cooperate at the Indemnifying Party's request and expense, with any attempt, by subrogation or otherwise, by the Indemnifying Party to recoup indemnified amounts from insurers or other Third Parties.

Section 5.7 Remedies Cumulative. The remedies provided in this Article V shall be cumulative and shall not preclude any Indemnified Party from asserting any other rights or the Indemnified Party from seeking any and all other remedies against any Indemnifying Party, except that the remedies provided in this Article V shall be the exclusive remedy for claims for contribution or other rights of recovery arising out of or relating to any Environmental Law, including the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), whether now or hereinafter in effect.

Section 5.8 Survival of Indemnities. The rights and obligations of each of GroceryCo or SnackCo and their respective Indemnified Parties under this Article V shall survive any party's sale or other transfer of any Assets or businesses or assignment of any Liabilities.

ARTICLE VI
EXCHANGE OF INFORMATION; LITIGATION MANAGEMENT; CONFIDENTIALITY

Section 6.1 Agreement for Exchange of Information. Prior to or as promptly as practicable after the Distribution and from time to time as reasonably requested by either party, the party receiving the request shall deliver to the requesting party: (a) any corporate books and records of any member of the requesting party's Group in the possession of the party receiving the request or any member of its Group and (b) originals or copies of any corporate books and records of the Group of the party receiving the request that primarily relate to the requesting party's business, its former businesses, its Assets or its Liabilities. From and after the Distribution, all such books, records and copies (where copies are delivered in lieu of originals), whether or not delivered, shall be the property of the members of the requesting party's Group; provided, however, that all such Information contained in such books, records or copies relating to the other party's Group shall be subject to the applicable confidentiality provisions and restricted use provisions, if any, contained in this Agreement or the Ancillary Agreements and any confidentiality restrictions imposed by applicable Law. Each party will retain copies of any original books and records delivered to the other party pursuant to this Section 6.1; provided, however, that all such Information contained in such books, records or copies (whether or not delivered to the requesting party) relating to the requesting party's Group shall be subject to the applicable confidentiality provisions and restricted use provisions, if any, contained in this Agreement or the Ancillary Agreements and any confidentiality restrictions imposed by applicable Law.

Section 6.2 Access to Information.

(a) In addition to the provisions set forth in Section 6.1 and except in the case of an adversarial Action or threatened adversarial Action by any member of one

Group against any member of the other Group (which shall be governed by such discovery rules as may be applicable thereto), from and after the Distribution and upon reasonable notice, a member of either Group may request, on behalf of itself or its representatives, at the expense of the requesting party, reasonable access and duplicating rights during normal business hours to all Information developed or obtained prior to the Distribution within the possession of any member of the other Group and to the personnel of any member of the other Group, in each case, to the extent such access relates to the requesting party or its businesses, its former businesses, its Assets or Liabilities, this Agreement or any Ancillary Agreement. In each case, the requesting party shall cooperate with the other party to minimize the risk of unreasonable interference with the other party's business. The party receiving the request shall have the right to deny access to the Information if such party determines in its good faith that the exchange of such Information is reasonably likely to violate any Law or binding agreement, or waive or jeopardize any attorney-client privilege or attorney work product protection; provided, however, that the parties shall, and shall cause their respective Subsidiaries to, take all reasonable measures to permit the sharing of such Information in a manner that avoids any such harm or consequence. In the event access is granted to any Information in this Agreement or in the Ancillary Agreements to which access is restricted by Law or otherwise, the parties shall, and shall cause their respective Subsidiaries to, take such actions as are reasonably necessary, proper or advisable to have such restrictions removed or to seek an exemption therefrom or to otherwise provide the requesting party with the benefit of the Information to the same extent such actions would have been taken on behalf of the requesting party had such a restriction not existed and the Distribution not occurred.

(b) Each of GroceryCo and SnackCo agrees that it will only process personal data (as defined by EU Directive 95/46/EC of 24 October 1995) provided to it by the members of the other Group in accordance with all applicable privacy and data protection law obligations and will implement and maintain at all times appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing and accidental loss, destruction, damage, alteration and disclosure. In addition, each party agrees to provide reasonable assistance to the other party in respect of any obligations under privacy and data protection legislation affecting the disclosure of such personal data to the other party and will not knowingly process such personal data in such a way to cause the other party to violate any of its obligations under any applicable privacy and data protection legislation

Section 6.3 Litigation Management and Support; Production of Witnesses.

(a) From and after the Distribution, GroceryCo (or an applicable member of the GroceryCo Group) shall be responsible for managing, and shall have the authority to manage, the defense or prosecution, as applicable, and resolution (including settlement) of any GroceryCo Action, and SnackCo (or an applicable member of the SnackCo Group) shall be responsible for managing, and shall have the authority to manage, the defense or prosecution, as applicable, and resolution (including settlement) of any SnackCo Action.

(b) Notwithstanding any provisions of Section 6.2 to the contrary, after the Distribution, each member of the GroceryCo Group and the SnackCo Group shall use reasonable best efforts to assist the other with respect to any Third-Party Claim or potential Third-Party Claim. In addition, any member of either Group shall have the right to request in writing that a member of the other Group make available for consultation or witness purposes, its directors, officers, employees, consultants or agents who have expertise or knowledge with respect to the other party's business or products or matters in litigation or alternative dispute resolution to the extent that the requesting party believes any such persons may reasonably be useful or required in connection with any legal, administrative or other proceedings in which the requesting party may from time to time be involved. Upon such request, the affected members of the applicable Group shall select a person or persons to provide the requested assistance after conferring in good faith to determine which person or persons should provide such assistance. Upon such determination, the requested party agrees to make the designated person or persons available to the requesting party upon reasonable notice to the same extent such requested party would have made such person available if the Distribution had not occurred. The requesting party agrees to cooperate with the requested party in giving consideration to such persons' business demands.

Section 6.4 Reimbursement. Except to the extent otherwise contemplated by this Agreement or any Ancillary Agreement, the party requesting Information, consulting or witness services under this Article VI shall reimburse the recipient for the reasonable and documented costs and expenses, if any, incurred in providing such Information, consulting or witness services to the requesting party.

Section 6.5 Retention of Records. Except as otherwise required by Law or agreed in writing, or as otherwise provided in any Ancillary Agreement, each member of the GroceryCo Group and the SnackCo Group shall use its reasonable best efforts to retain, for the retention periods set forth in its record retention policy as in effect on the Distribution Date or as amended after the Distribution Date in accordance with the following sentence or such longer period as required by Law, this Agreement or the Ancillary Agreements, all Information in such party's possession substantially relating to the other party or its businesses, its former businesses, its Assets or Liabilities, this Agreement or the Ancillary Agreements (the "Retained Information"). Each member of the GroceryCo Group or the SnackCo Group may amend its record retention policy after the Distribution Date so long as (a) the amended policy complies with applicable Law, (b) the amended policy treats the Retained Information in the same manner as such member's other Information and (c) the amended policy does not allow for the destruction of any Retained Information prior to the earliest date after the Distribution on which such member would have been able to destroy such Retained Information under the policy in effect as of the Distribution. If any member of either Group amends its record retention policy in compliance with the preceding sentence in a manner that reduces the retention period for any Retained Information, it shall provide GroceryCo, in the case of any such amendment by a member of the SnackCo Group, or SnackCo, in the case of any such amendment by any member of the GroceryCo Group, written notice detailing the changes to the record retention policy, and the party receiving such notice and the members of its Group shall have the opportunity to obtain any Retained Information that would be eligible for destruction under the revised policy at least 90 days prior to the destruction of such Retained Information.

Section 6.6 Privileged Information. In furtherance of the rights and obligations of the parties set forth in this Article VI:

(a) Each of GroceryCo (on behalf of itself and the other members of the GroceryCo Group) and SnackCo (on behalf of itself and the other members of the SnackCo Group) acknowledges that: (i) each member of the GroceryCo Group and the SnackCo Group has or may obtain Information that is or may be protected from disclosure pursuant to the attorney-client privilege, the work product doctrine, the common interest and joint defense doctrines or other applicable privileges ("Privileged Information"); (ii) actual, threatened or future litigation, investigations, proceedings (including arbitration proceedings), claims or other legal matters have been or may be asserted by or against, or otherwise affect, some or all members of the GroceryCo Group or the SnackCo Group ("Litigation Matters"); (iii) members of the GroceryCo Group and the SnackCo Group have or may in the future have a common legal interest in Litigation Matters, in the Privileged Information and in the preservation of the protected status of the Privileged Information; and (iv) each of GroceryCo and SnackCo (on behalf of itself and the other members of its Group) intends that the transactions contemplated by this Agreement and the Ancillary Agreements and any transfer of Privileged Information in connection herewith or therewith shall not operate as a waiver of any applicable privilege or protection afforded Privileged Information.

(b) Each of GroceryCo and SnackCo agrees, on behalf of itself and each member of the Group of which it is a member, not to disclose or otherwise waive any privilege or protection attaching to any Privileged Information relating to a member of the other Group or relating to or arising in connection with the relationship between the Groups prior to the Distribution, without providing prompt written notice to and obtaining the prior written consent of the other.

(c) Upon any member of the GroceryCo Group or the SnackCo Group receiving any subpoena or other compulsory disclosure notice from a court, other Governmental Authority or otherwise that requests disclosure of Privileged Information belonging to a member of the other Group, the recipient of the notice shall promptly provide to SnackCo, in the case of receipt by a member of the GroceryCo Group, or to GroceryCo, in the case of receipt by a member of the SnackCo Group, a copy of such notice, the intended response and all materials or information relating to the other Group that might be disclosed. In the event of a disagreement as to the intended response or disclosure, unless and until the disagreement is resolved as provided in Article VII, the members of the GroceryCo Group and members of the SnackCo Group shall cooperate to assert all defenses to disclosure claimed, at the cost and expense of the members of the Group claiming such defenses to disclosure, and shall not disclose any disputed documents or information until all legal defenses and claims of privilege have been Finally Determined.

Section 6.7 Confidentiality.

(a) From and after the Distribution, each of the parties shall hold, and shall cause the other members of its Group to hold, in strict confidence, with at least the same degree of care that it applies to its own business sensitive and proprietary information, all Information concerning or belonging to the members of the other Group obtained by it prior to the Distribution or furnished to it by any member of the other Group pursuant to this Agreement or any Ancillary Agreement, including any such Information of which such Person or any of its employees obtains knowledge or otherwise becomes aware in the course of performance of this Agreement and the Ancillary Agreements. Upon request of the other party, each party shall cause each of its employees that are providing services to the requesting party pursuant to this Agreement or any Ancillary Agreement to enter into a written agreement to comply with the provisions of this Section 6.7(a). Each of the parties shall not, and shall cause the other members of its Group not to, disclose any such Information to any other Person, except (i) to the extent that disclosure is compelled by subpoena or other compulsory disclosure notice from a court, other Governmental Authority or, in the opinion of SnackCo's or GroceryCo's counsel (as the case may be), by other requirements of Law, but only after compliance with Section 6.7(b), (ii) to the extent such party can show that such Information was (A) in the public domain through no fault of such party or any member of such Group or any of its respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives, (B) later lawfully acquired from other sources by such party (or any member of such party's Group), which sources are not themselves bound by a confidentiality obligation or (C) independently generated without reference to any proprietary or confidential Information of the disclosing party or the other members of its Group or (iii) to its directors, officers, employees, agents, accountants, counsel and other advisors and representatives who need to know such Information (who shall be advised of their obligations hereunder with respect to such Information).

(b) Upon any member of the GroceryCo Group or the SnackCo Group receiving any subpoena or other compulsory disclosure notice from a court, other Governmental Authority or otherwise that requests disclosure of Information that is subject to the confidentiality provisions of this Section 6.7, the recipient of the notice shall promptly provide to SnackCo, in the case of receipt by a member of the GroceryCo Group, or to GroceryCo, in the case of receipt by a member of the SnackCo Group, a copy of such notice and an opportunity to seek reasonable protective arrangements. In the event that such appropriate protective arrangements are not obtained, the Person that is required to disclose such Information shall furnish, or cause to be furnished, only that portion of such Information that is legally required to be disclosed and shall use reasonable best efforts to ensure that confidential treatment is accorded such Information.

(c) When any Information concerning the other Group or its business is no longer needed for the purposes contemplated by this Agreement or any Ancillary Agreement, each party will, and will cause the members of its Group to, promptly after request of the other party, use reasonable best efforts to destroy all such Information.

Section 6.8 Joint Defense. In the event that both a member of the SnackCo Group and a member of the GroceryCo Group are defendants in the same proceeding, upon reasonable request, the appropriate member or members of each such Group shall enter into a written joint defense agreement in a form reasonably acceptable to such parties.

ARTICLE VII
DISPUTE RESOLUTION

Section 7.1 Step Process. Any controversy or claim arising out of or relating to this Agreement or any Ancillary Agreements, or the breach thereof (a "Dispute"), shall be resolved: (a) first, by negotiation with the possibility of mediation as provided in Section 7.2; and (b) then, if negotiation and mediation fail, by binding arbitration as provided in Section 7.3. Each party agrees on behalf of itself and each member of its respective Group that the procedures set forth in this Article VII shall be the exclusive means for resolution of any Dispute. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

Section 7.2 Negotiation and Mediation. If either party serves written notice of a Dispute upon the other party (a "Dispute Notice"), the parties will first attempt to resolve such Dispute by direct discussions and negotiation. If the parties to the Dispute agree, the parties may also attempt to resolve the Dispute by a mediation administered by the American Arbitration Association under its Commercial Mediation Procedures.

Section 7.3 Arbitration.

(a) If a Dispute is not resolved within 45 days after the service of a Dispute Notice, either party shall have the right to commence arbitration. In that event, the Dispute shall be resolved by final and binding arbitration administered by the International Centre for Dispute Resolution (the "ICDR") in accordance with its International Arbitration Rules. The place of arbitration shall be New York City, New York. Any Dispute concerning the propriety of the commencement of the arbitration shall be finally settled by such arbitration. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its Assets.

(b) The number of arbitrators shall be three. The claimant shall designate an arbitrator in its request for arbitration and the respondent shall designate an arbitrator in its answer to the request for arbitration. When the two co-arbitrators have been appointed, they shall have 21 days to select the chair of the arbitral tribunal, and if they are unable to do so, the ICDR shall appoint the chair by use of the "list method."

Section 7.4 Interim Relief. At any time during the resolution of a Dispute between the parties, either party has the right to apply to any court of competent jurisdiction for interim relief, including pre-arbitration attachments or injunctions, necessary to preserve the parties' rights or to maintain the parties' relative positions until such time as the arbitration award is rendered or the Dispute is otherwise resolved.

Section 7.5 Remedies. The arbitrators shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement or any Ancillary Agreement nor any right or power to award punitive, exemplary or treble (or other multiple) damages.

Section 7.6 Expenses. Each party shall bear its own costs, expenses and attorneys' fees in pursuit and resolution of any Dispute; provided, however, that, in the event of any arbitration pursuant to Section 7.3, the non-prevailing party shall bear both parties' costs, expenses and attorneys' fees incurred in connection with such arbitration (including the fees of any arbitrator).

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Coordination with Ancillary Agreements; Conflicts.

(a) Except as otherwise expressly provided in this Agreement, in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of an Ancillary Agreement, the provisions of the Ancillary Agreement shall control over the inconsistent provisions of this Agreement as to matters specifically addressed in the Ancillary Agreement. For the avoidance of doubt, the Tax Sharing Agreement shall govern all matters (including any indemnities and payments among the parties and each other member of their respective Groups and the allocation of any rights and obligations pursuant to agreements entered into with Third Parties) relating to Taxes or otherwise specifically addressed in the Tax Sharing Agreement.

(b) GroceryCo Canada and SnackCo Canada are entering into the Canadian Transfer Agreement addressing the parties' respective rights and obligations with respect to certain of the matters addressed in this Agreement. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall effect, constitute or change the timing of (i) any transfer, assignment, conveyance or other disposition of, or any amendment, modification, supplement or other change of or to, any right, title, interest or benefit in any Asset owned or held by GroceryCo Canada, SnackCo Canada or any of their direct or indirect subsidiaries (including partnerships) or (ii) any transfer, assumption, forgiveness or release of, or any amendment, modification, supplement or other change of or to, any Liabilities of GroceryCo Canada, SnackCo Canada or of any of their direct or indirect subsidiaries (including partnerships). It is intended that (x) as a result of the Internal Reorganization, none of GroceryCo Canada, SnackCo Canada or any of their direct or indirect subsidiaries (including partnerships) will have any agreements, arrangements, commitments or understandings that would otherwise be terminated under Section 2.3(a) or any intercompany receivables, payables, loans and other amounts that would otherwise be forgiven under Section 2.3(c) and (y) the Canadian Transfer Agreement will be drafted in a manner to be consistent with and implement the concepts that are described and implemented in this Agreement as they relate to the Assets and Liabilities of GroceryCo Canada, SnackCo Canada and their direct and indirect subsidiaries (including partnerships).

Section 8.2 Expenses. SnackCo shall be responsible for all fees, costs and expenses paid or incurred by any member of either Group to the extent accrued prior to the

Distribution in connection with the Separation and the Distribution and the performance of this Agreement and any Ancillary Agreement, whether performed by a Third Party or internally. Except as expressly set forth in this Agreement or in any Ancillary Agreement, to the extent not accrued prior to the Distribution, all fees, costs and expenses paid or incurred in connection with the Separation and the Distribution and the performance of this Agreement and any Ancillary Agreement, whether performed by a Third Party or internally, will be paid by the party incurring such fees or expenses. For the avoidance of doubt, to the extent not accrued prior to the Distribution (a) SnackCo will be responsible for any transfer fees (including any pricing increases) related to the transfer of any SnackCo Assets to any member of the SnackCo Group (including all fees and expenses payable by a member of either Group in connection with the transfer of any Assets pursuant to clause (d) of the definition of "SnackCo Assets") and the cost of any replacement for any Asset that is not a SnackCo Asset and (b) GroceryCo will be responsible for any fees to NASDAQ and any transfer fees (including any pricing increases) related to the transfer of any GroceryCo Assets to any member of the GroceryCo Group (including all fees and expenses payable by a member of either Group in connection with the transfer of any Assets pursuant to clause (d) of the definition of "GroceryCo Assets") and the cost of any replacement for any Asset that is not a GroceryCo Asset.

Section 8.3 Termination. This Agreement and any Ancillary Agreement may be terminated by the Kraft Foods Board, in its sole and absolute discretion, at any time prior to the Distribution. In the event of any termination of this Agreement prior to the Distribution, no party (or any member of its Group or any of its or their respective directors or officers) shall have any Liability or further obligation to any other party (or any member of its Group) with respect to this Agreement or such Ancillary Agreement.

Section 8.4 Amendment and Modification. This Agreement and the Ancillary Agreements may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party hereto or thereto, as applicable.

Section 8.5 Waiver. No failure or delay of any party (or the applicable member of its Group) in exercising any right or remedy under this Agreement or any Ancillary Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties (and the other members of their respective Groups) under this Agreement or any Ancillary Agreement are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder or thereunder. Any agreement on the part of any party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 8.6 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by e-mail, upon written confirmation of receipt by e-mail or otherwise, (b) on the first Business Day following the date of dispatch if delivered utilizing

a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) if to SnackCo or any other SnackCo Entity, to:

Kraft Foods, Inc.
Three Parkway North, Suite 200
Deerfield, IL 60015
Attention: General Counsel
Email: gerd.pleuhs@mdlz.com

(ii) if to GroceryCo or any other GroceryCo Entity, to:

Kraft Foods Group, Inc.
Three Lakes Drive
Northfield, IL 60093
Attention: Office of the General Counsel
Email: kim.rucker@kraftfoods.com

Section 8.7 Interpretation. When a reference is made in this Agreement to a Section, Article, Annex or Exhibit, such reference shall be to a Section, Article, Annex or Exhibit of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Schedule, Annex or Exhibit but not otherwise defined therein shall have the meaning as defined in this Agreement or the Ancillary Agreement to which such Schedule, Annex or Exhibit is attached, as applicable. All Schedules, Annexes and Exhibits annexed hereto or referred to in this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in this Agreement. The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise specified.

Section 8.8 Entire Agreement. This Agreement and the Ancillary Agreements and the Annexes, Exhibits, Schedules and Appendices hereto and thereto constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter of this Agreement. None of this Agreement or any of the Ancillary Agreements shall be deemed to contain or imply any restriction, covenant, representation, warranty, agreement or undertaking of any party with respect to the transactions contemplated hereby and thereby other than those expressly set forth in this Agreement or any of the Ancillary Agreements or in any document required to be delivered hereunder or thereunder. Notwithstanding any oral agreement or course of action of the parties or their

representatives to the contrary, no party to this Agreement or any Ancillary Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby or thereby unless and until this Agreement or such Ancillary Agreement, as applicable, shall have been executed and delivered by each of the parties.

Section 8.9 No Third-Party Beneficiaries. Except for the indemnification rights under this Agreement of any Indemnified Party, nothing in this Agreement or the Ancillary Agreements, express or implied, is intended to or shall confer upon any Person other than the parties to this Agreement and such Ancillary Agreements and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement or the Ancillary Agreements.

Section 8.10 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal Laws of the State of New York, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York (other than Section 5-1401 of the New York General Obligations Law).

Section 8.11 Assignment. Except as specifically provided in any Ancillary Agreement, none of this Agreement, any of the Ancillary Agreements or any of the rights, interests or obligations hereunder or thereunder may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other party to the agreement being so assigned or delegated, and any such assignment without such prior written consent shall be null and void. If any party to this Agreement or any Ancillary Agreement (or any of its successors or permitted assigns) (a) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (b) shall transfer all or substantially all of its properties and/or Assets to any Person, then, and in each such case, the party (or its successors or permitted assigns, as applicable) shall ensure that such Person assumes all of the obligations of such party (or its successors or permitted assigns, as applicable) under this Agreement and all applicable Ancillary Agreements, in which case the consent described in the previous sentence shall not be required.

Section 8.12 Severability. Whenever possible, each provision or portion of any provision of this Agreement and the Ancillary Agreements shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement or any Ancillary Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement or such Ancillary Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained in this Agreement or any of the Ancillary Agreements.

Section 8.13 Counterparts. This Agreement and each Ancillary Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each party hereto or thereto and delivered to the other party hereto or thereto.

Section 8.14 Facsimile Signature. This Agreement and each Ancillary Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

Section 8.15 Payment. Except as expressly provided in this Agreement or any Ancillary Agreement, any amount payable pursuant to this Agreement or any Ancillary Agreement by one party (or any member of such party's Group) shall be paid within 30 days after presentation of an invoice or a written demand by the party entitled to receive such payments. Such demand shall include documentation setting forth the basis for the amount payable. Any payment not made within 30 days of the written demand for such payment shall accrue interest at a rate equal to the rate of interest from time to time announced publicly by *The Wall Street Journal* as its prime rate, calculated on the basis of a year of 365 days and the number of days elapsed.

Section 8.16 Parties' Obligations. Except as expressly provided in this Agreement or any Ancillary Agreement, each of GroceryCo (on behalf of itself and the other members of the GroceryCo Group) and SnackCo (on behalf of itself and the other members of the SnackCo Group) acknowledges and agrees that a party's obligations under this Agreement shall include obligations of each member of its respective Group and each of its and their respective employees. Each of GroceryCo and SnackCo agrees to cause the members of its Group to take any action or refrain from taking any action required of such members under this Agreement and any Ancillary Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Separation and Distribution Agreement to be executed by their duly authorized representatives.

KRAFT FOODS INC.

By: /s/ Irene B. Rosenfeld
Name: Irene B. Rosenfeld
Title: Chief Executive Officer and
Chairman of the Board

KRAFT FOODS GROUP, INC.

By: /s/ W. Anthony Vernon
Name: W. Anthony Vernon
Title: President, Kraft Foods North America

Schedule 1.2(1): Covered GroceryCo Employees
Schedule 1.2(2): Covered SnackCo Employees
Schedule 1.2(3): GroceryCo Covered IP Trademark Licenses
Schedule 1.2(4): SnackCo Covered IP Trademark Licenses
Schedule 1.2(5): GroceryCo Assets
Schedule 1.2(6): GroceryCo Equity Interests
Schedule 1.2(7): GroceryCo U.S. SKUs
Schedule 1.2(8): GroceryCo Canada & N.A. Business
Schedule 1.2(9): Excluded Export Brands
Schedule 1.2(10): GroceryCo Group
Schedule 1.2(11): GroceryCo Liabilities
Schedule 1.2(12): GroceryCo Group Indebtedness
Schedule 1.2(13): Certain Information Statement Information
Schedule 1.2(14): SnackCo Known Environmental Liabilities
Schedule 1.2(15): GroceryCo Properties
Schedule 1.2(16): Discontinued GroceryCo Businesses
Schedule 1.2(17): Known Environmental Liabilities
Schedule 1.2(18): Unclaimed Property Audit
Schedule 1.2(19): SnackCo Assets
Schedule 1.2(20): SnackCo Equity Interests
Schedule 1.2(21): SnackCo Liabilities
Schedule 1.2(22): SnackCo Group Indebtedness
Schedule 1.2(23): Information Statement
Schedule 1.2(24): SnackCo Properties
Schedule 1.2(25): Discontinued SnackCo Businesses
Schedule 2.3(b)(iii): Surviving Agreements
Schedule 2.7(b): Credit Support Instruments

Exhibit 3.1

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
MONDELĒZ INTERNATIONAL, INC.

ARTICLE I

The name of the corporation is Mondelēz International, Inc.

ARTICLE II

The purpose for which the Corporation is organized is the transaction of any or all lawful business not required to be specifically stated in these Articles.

ARTICLE III

The Corporation shall have the authority to issue five billion (5,000,000,000) shares of Class A Common Stock (the "Common Stock"), without par value, and five hundred million (500,000,000) shares of Preferred Stock, without par value. The rights, preferences, voting powers and the qualifications, limitations and restrictions of the authorized stock shall be as follows:

(A) Voting Powers

1. Each share of Common Stock outstanding on any voting record date shall be entitled to one vote in respect of any action of shareholders for which such voting record date was fixed. Except as otherwise required by the Virginia Stock Corporation Act (the "Act"), the exclusive general voting power for all purposes shall be vested in the Common Stock.

2. Except as otherwise required by the Act or by the Board of Directors acting pursuant to subsection B of Section 13.1-707 (or any successor provision) of the Act:

(i) the vote required to constitute any voting group's approval of any corporate action except the election of directors, an amendment or restatement of these Articles, a merger, a share exchange, a sale or other disposition of the Corporation's property that requires shareholder approval pursuant to Section 13.1-724 of the Act (or any successor provision), or the dissolution of the Corporation, shall be a majority of all votes cast on the matter by such voting group at a meeting at which a quorum of such voting group exists;

(ii) the vote required for the election of directors shall be as set forth in the By-Laws or, if not set forth in the By-Laws, the Act; and

(iii) the vote required to constitute approval of an amendment or restatement of these Articles, a merger, a share exchange, a sale or other disposition of the Corporation's property that requires shareholder approval pursuant to Section 13.1-724 of the Act (or any successor provision) or the dissolution of the Corporation shall be a majority of all votes entitled to be cast by each voting group entitled to vote on such action.

(B) Common Stock

1. *Dividends*

Subject to the rights of the holders of Preferred Stock, holders of Common Stock shall be entitled to receive such dividends and other distributions in cash, stock of any corporation or property of the Corporation as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in all such dividends and other distributions.

2. *Liquidation*

In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, whether voluntary or involuntary, after payment in full of the amounts required to be paid to the holders of Preferred Stock, the remaining assets and funds of the Corporation shall be distributed pro rata to the holders of Common Stock. For purposes of this Article III(B)2, the voluntary sale, conveyance, lease, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the assets of the Corporation or a merger or share exchange involving the Corporation and one or more other corporations (whether or not the Corporation is the corporation surviving such merger) shall not be deemed to be a liquidation, dissolution or winding up, voluntary or involuntary.

(C) Preferred Stock

The Board of Directors may determine the preferences, limitations and relative rights, to the extent permitted by the Act, of any class of shares of Preferred Stock before the issuance of any shares of that class, or of one or more series within a class before the issuance of any shares of that series. Each class or series shall be appropriately designated by a distinguishing designation prior to the issuance of any shares thereof. The Preferred Stock of all series shall have preferences, limitations and relative rights identical with those of other shares of the same series and, except to the extent otherwise provided in the description of the series, with those of shares of other series of the same class.

Prior to the issuance of any shares of a class or series of Preferred Stock, (1) the Board of Directors shall establish such class or series, without any action required by the shareholders, by adopting an amendment to these Articles and by filing with the State Corporation Commission of Virginia articles of amendment setting forth the designation and number of shares of the class or series and the relative rights and preferences thereof, and (2) the State Corporation Commission of Virginia shall have issued a certificate of amendment.

ARTICLE IV

No holder of shares of any class of the Corporation shall have any preemptive or preferential right to purchase or to subscribe to (A) any shares of any class of the Corporation, whether now or hereafter authorized; (B) any warrants, rights, or options to purchase any such shares; or (C) any securities or obligations convertible into or exchangeable for any such shares or convertible into or exchangeable for warrants, rights, or options to purchase any such shares.

ARTICLE V

The number of directors shall be fixed by or in accordance with the By-Laws.

ARTICLE VI

(A) Definitions

For purposes of this Article VI, the following terms shall have the meanings indicated:

1. “eligible person” means a person who is or was a director, officer or employee of the Corporation or a person who is or was serving at the request of the Corporation as a director, trustee, partner, officer or employee of another corporation, affiliated corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. A person shall be considered to be serving an employee benefit plan at the Corporation’s request if his duties to the Corporation also impose duties on, or otherwise involve services by, him to the plan or to participants in or beneficiaries of the plan;

2. “expenses” includes, without limitation, counsel fees;

3. “liability” means the obligation to pay a judgment, settlement, penalty, fine (including any excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding;

4. “party” includes, without limitation, an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding; and

5. “proceeding” means any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative and whether formal or informal.

(B) Limitation of Liability

To the full extent that the Act, as it exists on the date hereof or as hereafter amended, permits the limitation or elimination of the liability of directors, officers or other eligible persons, no director or officer of the Corporation or other eligible person made a party to any proceeding shall be liable to the Corporation or its shareholders for monetary damages arising out of any transaction, occurrence or course of conduct, whether occurring prior or subsequent to the effective date of this Article VI.

(C) Indemnification

To the full extent permitted by the Act, as it exists on the date hereof or as hereafter amended, the Corporation shall indemnify any person who was or is a party to any proceeding, including a proceeding brought by or in the right of the Corporation or brought by or on behalf of shareholders of the Corporation, by reason of the fact that such person is or was an eligible person against any liability incurred by him in connection with such proceeding. To the same extent, the Corporation is empowered to enter into a contract to indemnify any eligible person against liability in respect of any proceeding arising from any act or omission, whether occurring before or after the execution of such contract.

(D) Termination of Proceeding

The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the eligible person did not meet any standard of conduct that is or may be a prerequisite to the limitation or elimination of liability provided in Article VI(B) or to his entitlement to indemnification under Article VI(C).

(E) Determination of Availability

The Corporation shall indemnify under Article VI(C) any eligible person who prevails in the defense of any proceeding. Any other indemnification under Article VI(C) (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the eligible person has met any standard of conduct that is a prerequisite to his entitlement to indemnification under Article VI(C).

The determination shall be made:

(a) by the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding;

(b) if a quorum cannot be obtained under clause (a) of this Article VI(E), by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

(c) by special legal counsel:

(i) selected by the Board of Directors or its committee in the manner prescribed in clause (a) or (b) of this Article VI(E); or

(ii) if a quorum of the Board of Directors cannot be obtained under clause (a) of this Article VI(E) and a committee cannot be designated under clause (b) of this Article VI(E), selected by a majority vote of the full Board of Directors, in which selection directors who are parties may participate; or

(d) by the holders of Common Stock, but shares owned by or voted under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

Authorization of indemnification and advancement of expenses and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is appropriate, except that if the determination is made by special legal counsel, such authorization and evaluations shall be made by those entitled under clause (c) of this Article VI(E) to select counsel.

Notwithstanding the foregoing, in the event there has been a change in the composition of a majority of the Board of Directors after the date of the alleged act or omission with respect to which indemnification, an advance or reimbursement is claimed other than through successor Directors approved by the Board of Directors, any determination as to such indemnification, advance or reimbursement shall be made by special legal counsel agreed upon by the Board of Directors and the eligible person. If the Board of Directors and the eligible person are unable to agree upon such special legal counsel, the Board of Directors and the eligible person each shall select a nominee, and the nominees shall select such special legal counsel.

(F) Advances

1. The Corporation may pay for or reimburse the reasonable expenses incurred by any eligible person (and for a person referred to in Article VI(G)) who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under Article VI(C) if any such person furnishes the Corporation:

(a) a written statement, executed personally, of his good faith belief that he has met any standard of conduct that is a prerequisite to his entitlement to indemnification pursuant to Article VI(C) or Article VI(G); and

(b) a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet such standard of conduct.

The undertaking required by clause (b) of this Article VI(F) shall be an unlimited general obligation but need not be secured and may be accepted without reference to financial ability to make repayment.

2. Authorizations of payments under this Article VI(F) shall be made by the persons specified in Article VI(E).

(G) Indemnification of Others

The Corporation is empowered to indemnify or contract to indemnify any person not specified in Article VI(C) who was, is or may become a party to any proceeding, by reason of the fact that he is or was an agent of or consultant to the Corporation, to the same or a lesser extent as if such person were specified as one to whom indemnification is granted in Article VI(C). The provisions of Article VI(D), Article VI(E) and Article VI(F), to the extent set forth therein, shall be applicable to any indemnification provided hereafter pursuant to this Article VI(G).

(H) Application; Amendment

The provisions of this Article VI shall be applicable to all proceedings commenced after it becomes effective, arising from any act or omission, whether occurring before or after such effective date. No amendment or repeal of this Article VI shall impair or otherwise diminish the rights provided under this Article VI (including those created by contract) with respect to any act or omission occurring prior to such amendment or repeal. The Corporation shall promptly take all such actions and make all such determinations and authorizations as shall be necessary or appropriate to comply with its obligation to make any indemnity against liability, or to advance any expenses, under this Article VI and shall promptly pay or reimburse all reasonable expenses incurred by any eligible person or by a person referred to in Article VI(G) in connection with such actions and determinations or proceedings of any kind arising therefrom.

(I) Insurance

The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any eligible person (and for a person referred to in Article VI(G)) against any liability asserted against or incurred by him whether or not the Corporation would have power to indemnify him against such liability under the provisions of this Article VI.

(J) Further Indemnity

1. Every reference herein to directors, officers, trustees, partners, employees, agents or consultants shall include former directors, officers, trustees, partners, employees, agents or consultants and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred by this Article VI shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify such person under the provisions of this Article VI.

2. Nothing herein shall prevent or restrict the power of the Corporation to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, By-Laws, or other arrangements (including without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board of Directors (whether or not any of the directors of the Corporation shall be a party to or beneficiary of any such agreements, By-Laws or other arrangements); *provided, however*, that any provision of such agreements, By-Laws or other arrangements shall not be effective if and to the extent that it is determined to be contrary to this Article or applicable laws of the Commonwealth of Virginia, but other provisions of any such agreements, By-Laws or other arrangements shall not be affected by any such determination.

(K) Severability

Each provision of this Article VI shall be severable, and an adverse determination as to any such provision shall in no way affect the validity of any other provision.

ARTICLE VII

Article 14.1 of Chapter 9 of Title 13.1 of the Code of Virginia shall not apply to the Corporation.

AMENDED AND RESTATED BY-LAWS

of

MONDELĒZ INTERNATIONAL, INC.

(Effective as of October 1, 2012, 5:01 p.m. (ET))

ARTICLE I

Meetings of Shareholders

Section 1. Annual Meetings. – The annual meeting of the shareholders for the election of directors and for the transaction of such other business as may properly come before the meeting, and any postponement or adjournment thereof, shall be held on such date and at such time as the Board of Directors may in its discretion determine.

Section 2. Special Meetings.

(a) A majority of the Board of Directors or the Chairman of the Board may call special meetings of the shareholders. Special meetings shall be held solely for the purposes specified in the notice of meeting.

(b) The Board of Directors shall call a special meeting of shareholders after the secretary receives a valid request or requests for a special meeting of shareholders from the record holders of shares representing at least twenty percent (the "Requisite Percentage") of the combined voting power of the then outstanding shares of all classes of the Corporation's capital stock entitled to vote on the matter(s) proposed to be voted on at such meeting. To be valid, the request or requests must (i) be written, (ii) be delivered to the secretary at the Corporation's principal executive office (the date on which the secretary receives the request is the "Delivery Date"), (iii) include (1) the specific purpose(s) of the special meeting of shareholders and the matter(s) proposed to be voted on at the meeting, (2) with respect to shareholders requesting the special meeting (except for any shareholder that (A) is not an affiliate or associate of or acting in concert with any other requesting shareholder and (B) has requested the special meeting in response to a solicitation statement filed by another shareholder seeking support from the Requisite Percentage of shareholders for such special meeting pursuant to, and in accordance with, Section 14(a) of the Exchange Act (a "Solicited Shareholder")), the information specified in the third paragraph of Article I, Section 6 of these By-laws (as if such special meeting was an annual meeting), and (3) documentary evidence that the requesting record holders own the Requisite Percentage at the time the secretary receives the request and (iv) be signed and dated by the record holder(s). If the requesting record holder(s) are not the beneficial owners of the shares representing the Requisite Percentage, then to be valid, the written request must also include documentary evidence that the beneficial owners on whose behalf the request(s) are made (collectively, the "Requesting Holders") beneficially own the Requisite Percentage on the Delivery Date. The shareholders (except for any Solicited Shareholders) requesting the special meeting shall (1) notify the Corporation of any inaccuracy or change (within two business days of becoming aware of such inaccuracy or change) in any information previously provided to the Corporation pursuant to this By-Law and (2) promptly update and supplement any information

previously provided to the Corporation pursuant to this By-Law, if necessary, so that the information provided or required to be provided shall be true and complete (y) as of the voting record date for the special meeting and (z) as of the date that is 10 days prior to the special meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the secretary at the Corporation's principal executive offices. Any shareholder who submitted a written request for a special meeting of shareholders may revoke that written request at any time by delivering a written revocation to the secretary at the Corporation's principal executive offices. In addition, any Requesting Holder's failure to appear at the special meeting of shareholders or to send the Requesting Holder's qualified representative to the special meeting of shareholders to present such matter(s) to be voted on at the special meeting of shareholders also constitutes a revocation of such request.

The Corporation is not required to call a special meeting of shareholders pursuant to this Section 2(b) with respect to any matter if (x) an identical or substantially similar matter was included on the agenda of any annual or special meeting of shareholders held within 60 days prior to the Delivery Date or will be included on the agenda at an annual meeting to be held within 90 days after the Delivery Date (For purposes of this clause (x), the election or removal of directors shall be considered an identical or substantially similar matter with respect to all matters involving election or removal of directors.), or (y) the purpose of the special meeting of shareholders is not a proper matter for shareholder action or is otherwise unlawful, or (z) the written request for a special meeting of shareholders itself violated applicable law(s) or was not made in accordance with these By-Laws.

The business conducted at the special meeting of shareholders called in accordance with this Section 2(b) shall be limited to the business set forth in the notice of the meeting; provided that the Board of Directors may submit additional matters to the shareholders at the meeting by including those matters in the notice of the special meeting of shareholders.

Section 3. Place of Meetings. – All meetings of the shareholders shall be held at such places as from time to time may be fixed by the Board of Directors.

Section 4. Notice of Meetings. – Notice, stating the place, day and time and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than 10 nor more than 60 days before the date of the meeting (except as a different time is specified herein or by law), to each shareholder of record in respect of the business to be transacted thereat. Notice of a shareholders' meeting to act on an amendment of the Articles of Incorporation, a plan of merger, share exchange, domestication or entity conversion, a proposed sale of the Corporation's assets that is subject to Section 13.1-724 of the Virginia Stock Corporation Act, or the dissolution of the Corporation shall be given not less than 25 nor more than 60 days before the date of the meeting and shall be accompanied, as appropriate, by a copy of the proposed amendment; plan of merger; share exchange; domestication or entity conversion; or sale agreement. A record date fixed by the Board of Directors with respect to any meeting of the shareholders shall be the record date for determining shareholders entitled to notice of and to vote at such meeting, unless the Board of Directors, at the time it fixes the record date for shareholders entitled to notice of the meeting, fixes a later record date on or before the date of the meeting to determine the shareholders entitled to vote at the meeting.

Notwithstanding the foregoing, a written waiver of notice signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be equivalent to the giving of such notice. A shareholder who attends a meeting shall be deemed to have (a) waived objection to lack of notice or defective notice of the meeting, unless at the beginning of the meeting he or she objects to holding the meeting or transacting business at the meeting, and (b) waived objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless he or she objects to considering the matter when it is presented.

Section 5. Quorum and Adjournment. – At all meetings of the shareholders, unless a greater number or voting by classes is required by law, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new voting record date is set for that meeting. If a quorum is present, action on a matter is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the vote of a greater number or voting by classes is required by law or the Articles of Incorporation, and except that the election of directors shall be determined in accordance with Article II, Section 4. The chairman of the meeting of shareholders shall have the right and authority to adjourn or recess the meeting. The shareholders, even though less than a quorum, may adjourn the meeting.

Section 6. Organization and Order of Business. – The chairman, the lead director, if any, in the chairman's absence, or the most senior executive officer, if there is no lead director or in the lead director's absence, shall act as chairman of all meetings of the shareholders. The secretary, or an assistant secretary, in the secretary's absence, shall act as secretary at all meetings of the shareholders. In the absence of the secretary or an assistant secretary, the chairman of the meeting may appoint any person to act as secretary of the meeting.

The Board of Directors may adopt such rules, regulations and procedures for the conduct of any meeting of shareholders that it deems appropriate. Except to the extent inconsistent with such rules, regulations and procedures adopted by the Board of Directors, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts and things as are necessary or desirable for the proper conduct of the meeting, including, without limitation, the dismissal of business not properly presented, the maintenance of order and safety, limitations on the time allotted to questions or comments on the affairs of the Corporation, restrictions on entry to such meeting after the time prescribed for the commencement thereof and the opening and closing of the voting polls.

At each annual meeting of shareholders, only such business shall be conducted as shall have been properly brought before the meeting (a) by or at the direction of the Board of Directors or (b) by any shareholder of the Corporation who shall be entitled to vote at such meeting and who complies with the notice procedures set forth in this Section 6. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the secretary of the Corporation. To be timely, a shareholder's notice must be given, either by personal delivery or by United States certified mail, postage prepaid, and received at the principal executive offices of the Corporation (i) not less than 120 days nor more than 150 days before the first anniversary

of the preceding year's annual meeting or (ii) if the date of the applicable annual meeting has been changed by more than 30 days from the date of the previous year's annual meeting, not less than 60 days before the date of the applicable annual meeting. A shareholder's notice to the secretary, whether pursuant to this Section 6 or Section 2 of this Article I, shall set forth as to each matter the shareholder proposes to bring before the meeting (a) a brief description of the business desired to be brought before the meeting, including the complete text of any resolutions to be presented at the meeting, and the reasons for conducting such business at the meeting, (b) the name and address, as they appear on the Corporation's stock transfer books, of such shareholder proposing such business, and the name and address of any beneficial owner on whose behalf the proposal is being made, (c) a representation that such shareholder is a shareholder of record and intends to appear in person or by proxy at such meeting to bring the business before the meeting specified in the notice, (d) the class, series and number of shares of stock of the Corporation owned, directly or indirectly, beneficially and of record by the shareholder and any beneficial owner on whose behalf the proposal is made, and any of their respective affiliates or associates or other parties with whom they are acting in concert, as well as any derivative instrument or similar contract or agreement the value of or return on which is based on or linked to the value of or return of any of the Corporation's securities, (e) any proxy (other than a revocable proxy given in response to a solicitation statement filed pursuant to, and in accordance with, Section 14(a) of the Exchange Act), voting trust, voting agreement or similar contract, arrangement, agreement or understanding pursuant to which the shareholder and any beneficial owner on whose behalf the proposal is being made, or any of their respective affiliates or associates or other parties with whom they are acting in concert, has a right to vote or direct the voting of any of the Corporation's securities and (f) any material interest of the shareholder, and any beneficial owner on whose behalf the proposal is made and their respective affiliates or associates or other parties with whom they are acting in concert, in such business. The shareholder shall (1) notify the Corporation of any inaccuracy or change (within two business days of becoming aware of such inaccuracy or change) in any information previously provided to the Corporation pursuant to this By-Law and (2) promptly update and supplement information previously provided to the Corporation pursuant to this By-Law, if necessary, so that the information provided or required to be provided shall be true and complete (y) as of the voting record date for the meeting and (z) as of the date that is 10 days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the secretary at the Corporation's principal executive offices. The secretary of the Corporation shall deliver each such shareholder's notice that has been timely received to the Board of Directors or a committee designated by the Board of Directors for review. Unless otherwise required by law, if the shareholder (or a qualified representative of the shareholder) does not appear at the meeting of shareholders to present such business, such proposal shall be disregarded and such business shall not be transacted, notwithstanding that the Corporation may have received proxies in respect of such vote.

Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 6. The chairman of the meeting shall, if the facts warrant, determine that the business was not brought before the meeting in accordance with the procedures prescribed by this Section 6. If the chairman of the meeting should so determine, he or she shall so declare to the meeting and the business not properly brought before the meeting shall not be transacted. Notwithstanding the foregoing provisions of this Section 6, a shareholder seeking to have a proposal included in the Corporation's proxy statement shall comply with the requirements of Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Section 7. Voting. – A shareholder may vote his or her shares in person or by proxy. Any proxy shall be delivered to the secretary of the meeting or to the inspectors of election appointed in accordance with Section 9, at or prior to the time designated by the chairman of the meeting or in the order of business for so delivering such proxies. No proxy shall be valid after 11 months from its date, unless otherwise provided in the proxy. Each holder of record of stock of any class shall, as to all matters in respect of which stock of such class has voting power, be entitled to such vote as is provided in the Articles of Incorporation for each share of stock of such class standing in the holder's name on the books of the Corporation as of the voting record date for the meeting of shareholders. Unless required by statute or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the shareholder voting or by such shareholder's proxy, if there be such proxy; provided, however, that if authorized by the Board of Directors, any shareholder vote to be taken by written ballot may be satisfied by a ballot submitted by electronic transmission by the shareholder or the shareholder's proxy, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the shareholder or the shareholder's proxy.

Section 8. Proxies. – A shareholder or shareholder's agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the shareholder by signing an appointment form or by an electronic transmission. An electronic transmission shall contain or be accompanied by information from which it can be determined that the shareholder, the shareholder's agent or the shareholder's attorney-in-fact authorized the transmission. For purposes of this Section 8 and the remainder of these By-Laws, "electronic transmission" means any form or process of communication, not directly involving the physical transmission of paper or other tangible medium, that is suitable for the retention, retrieval and reproduction of information by the recipient and that is retrievable in paper form by such a recipient through an automated process used in conventional commercial practice. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this Section 8 may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 9. Inspectors. – At every meeting of the shareholders, the proxies shall be received and taken in charge, all votes shall be received and counted and all questions concerning the qualifications of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by one or more inspectors. Such inspectors shall be appointed by the Corporation or the chairman of the meeting. They shall be sworn faithfully to perform their duties and shall in writing certify to the returns. No candidate for election as director shall be appointed or act as inspector.

ARTICLE II

Board of Directors

Section 1. General Powers. – All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors.

Section 2. Number. – The number of directors shall be set by the Board of Directors from time to time.

Section 3. Term of Office. – Each director shall serve for the term for which he or she shall have been elected and until a successor shall have been duly elected and qualified.

Section 4. Nomination and Election of Directors.

(a) At each annual meeting of shareholders, the shareholders entitled to vote shall elect the directors.

(b) Except as provided in subsection (c) of this Section 4, each director shall be elected by a vote of the majority of the votes cast with respect to that director-nominee's election at a meeting for the election of directors at which a quorum is present. For purposes of this subsection (b), a majority of the votes cast means that the number of shares voted "for" a director must exceed the number of shares voted "against" that director.

(c) Subsection (b) shall not apply to any election of directors if, as of the expiration of the time when a shareholder may give notice of a nomination of a director pursuant to subsection (d) of this Section 4, there are more nominees for election than the number of directors to be elected, one or more of whom are properly proposed by shareholders. A nominee for director in an election to which this subsection (c) applies shall be elected by a plurality of the votes cast in such election.

(d) No person shall be eligible for election as a director unless nominated in accordance with the procedures set forth in this subsection (d). Nominations of persons for election to the Board of Directors may be made (1) by the Board of Directors or any committee designated by the Board of Directors or (2) by any shareholder entitled to vote for the election of directors at the applicable meeting of shareholders who complies with the notice procedures set forth in this subsection (d). Such nominations, other than those made by the Board of Directors or any committee designated by the Board of Directors, may be made only if written notice of a shareholder's intent to nominate one or more persons for election as directors at the applicable meeting of shareholders has been given, either by personal delivery or by United States certified mail, postage prepaid, to the secretary of the Corporation and received (i) not less than 120 days nor more than 150 days before the first anniversary of the preceding year's annual meeting, or (ii) if the date of the applicable annual meeting has been changed by more than 30 days from the date of the previous year's annual meeting, not less than 60 days before the date of the applicable annual meeting, or (iii) with respect to any special meeting of shareholders called for the election of directors, not later than the close of business on the seventh day following the date on which notice of such meeting is first given to shareholders. Each such shareholder's notice shall set

forth (A) as to the shareholder giving the notice, (i) the name and address, as they appear on the Corporation's stock transfer books, of such shareholder, and the name and address of any beneficial owner on whose behalf the nomination is being made, (ii) a representation that such shareholder is a shareholder of record and intends to appear in person or by proxy at such meeting to nominate the person or persons specified in the notice, (iii) the class, series and number of shares of stock of the Corporation owned beneficially, directly or indirectly, and of record by such shareholder and any beneficial owner on whose behalf the notice is given and any of their respective affiliates or associates or other parties with whom they are acting in concert, as well as any derivative instrument or similar contract or agreement the value of or return on which is based on or linked to the value of or return of any of the Corporation's securities, (iv) any proxy (other than a revocable proxy given in response to a solicitation statement filed pursuant to, and in accordance with, Section 14(a) of the Exchange Act), voting trust, voting agreement or similar contract, arrangement, agreement or understanding pursuant to which the shareholder and any beneficial owner on whose behalf the nomination has been made, or any of their respective affiliates or associates or other parties with whom they are acting in concert, has a right to vote or direct the voting of any of the Corporation's securities and (v) a description of all arrangements or understandings between such shareholder or such beneficial owner or any of their respective affiliates or associates or other parties with whom they are acting in concert and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by such shareholder; and (B) as to each person whom the shareholder proposes to nominate for election as a director, (i) the name, age, business address and, if known, residence address of such person, (ii) the principal occupation or employment of such person, (iii) the class and number of shares of stock of the Corporation that are beneficially owned by such person, (iv) any other information relating to such person that is required to be disclosed in solicitations of proxies for election of directors or is otherwise required by the rules and regulations of the U.S. Securities and Exchange Commission promulgated under the Exchange Act and (v) the written consent of such person to be named in the proxy statement as a nominee and to serve as a director if elected. The shareholder shall (1) notify the Corporation of any inaccuracy or change (within two business days of becoming aware of such inaccuracy or change) in any information previously provided to the Corporation pursuant to this By-Law and (2) promptly update and supplement information previously provided to the Corporation pursuant to this By-Law, if necessary, so that the information provided or required to be provided shall be true and complete (y) as of the voting record date for the meeting and (z) as of the date that is 10 days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the secretary at the Corporation's principal executive offices. The secretary of the Corporation shall deliver each such shareholder's notice that has been timely received to the Board of Directors or a committee designated by the Board of Directors for review. Any person nominated for election as director by the Board of Directors or any committee designated by the Board of Directors shall, upon the request of the Board of Directors or such committee, furnish to the secretary of the Corporation all such information pertaining to such person that is required to be set forth in a shareholder's notice of nomination. Unless otherwise required by law, if the shareholder (or a qualified representative of the shareholder) does not appear at the meeting of shareholders to present such nomination, such nomination shall be disregarded, notwithstanding that the Corporation may have received proxies in respect of such vote.

Notwithstanding anything in these By-Laws to the contrary, no persons may be nominated for election to the Board of Directors except in accordance with the procedures set forth in this Section 4. The chairman of the meeting of shareholders shall, if the facts warrant, determine that a nomination was not made in accordance with the procedures prescribed by this subsection (d). If the chairman should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

Section 5. Lead Director. – The Board of Directors may, at their discretion, appoint a lead director to coordinate the activities of the independent directors. The lead director shall have such duties as may be assigned to him or her by the Board of Directors. At meetings of the shareholders and of the Board of Directors, in the absence of the chairman, the lead director shall act as chairman of the meetings and preside over such meetings.

Section 6. Organization. – At all meetings of the Board of Directors, the chairman or, in the absence of the chairman, the lead director, if any, shall act as chairman of the meeting. In the chairman's absence, if there is no lead director or in the lead director's absence, a director chosen by a majority of the directors present, shall act as chairman of the meeting. The secretary of the Corporation or, in the secretary's absence, an assistant secretary shall act as secretary of meetings of the Board of Directors. In the absence of the secretary or an assistant secretary at such meeting, the chairman of the meeting shall appoint any person to act as secretary of the meeting.

Section 7. Vacancies. – Any vacancy occurring in the Board of Directors, including a vacancy resulting from a Board of Directors resolution to increase the number of directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors.

Section 8. Place of Meeting. – Meetings of the Board of Directors, regular or special, may be held either within or without the Commonwealth of Virginia.

Section 9. Organizational Meeting. – The annual organizational meeting of the Board of Directors shall be held immediately following adjournment of the annual meeting of shareholders and at the same place, without the requirement of any notice other than this provision of the By-Laws, or at such other date, time and place as the Board of Directors may determine.

Section 10. Regular Meetings: Notice. – Regular meetings of the Board of Directors shall be held at such times and places as it may from time to time determine. Notice of such meetings need not be given if the time and place have been fixed at a previous meeting.

Section 11. Special Meetings. – Special meetings of the Board of Directors shall be held whenever called by order of the chairman of the Board of Directors or the lead director, if any. Notice of each such meeting, which need not specify the business to be transacted thereat, shall (i) be mailed to each director, addressed to his or her residence or usual place of business, at least three days before the day of the meeting, (ii) be delivered at least twenty-four hours before the time of the meeting by a form of electronic transmission or (iii) be delivered personally or by telephone, not later than the day before the day on which the meeting is to be held.

Section 12. Waiver of Notice. – Whenever any notice is required to be given to a director of any meeting of the Board of Directors or any committee thereof for any purpose under the provisions of law, the Articles of Incorporation or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be equivalent to the giving of such notice. A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless at the beginning of the meeting or promptly upon the director's arrival, he or she objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 13. Quorum and Manner of Acting. – Except where otherwise provided by law, a majority of the directors fixed by resolution of the Board of Directors at the time of any regular or special meeting shall constitute a quorum for the transaction of business at such meeting, and the act of a majority of the directors present at any such meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of those present may adjourn the meeting from time to time until a quorum is present. Notice of any such adjourned meeting need not be given.

Section 14. Order of Business. – At all meetings of the Board of Directors business may be transacted in such order as from time to time the Board of Directors may determine.

Section 15. Resignation of Director. – Any director may resign at any time by giving written notice to the Board of Directors, the chairman of the Board of Directors or the secretary of the Corporation. Unless the resignation is contingent on acceptance by the Board of Directors, or as otherwise stated in the notice of resignation, it shall take effect when delivered.

Section 16. Committees.

(a) In addition to the executive committee authorized by Article III of these By-Laws, other committees, consisting of two or more directors, may be designated by the Board of Directors by a resolution adopted by the greater number of (i) a majority of all directors in office at the time the action is being taken or (ii) the number of directors required to take action under Article II, Section 13 hereof. Any such committee, to the extent provided in the resolution of the Board of Directors designating the committee, shall have and may exercise the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, except as limited by law.

(b) The Board of Directors, upon recommendation from the Governance Committee, if any, will appoint members to each committee meeting any applicable qualifications set forth in that committee's charter and designate the committee's chair at the Board of Directors' annual organizational meeting or at such other time as the Board of Directors may determine. The chair and each committee member will serve until he or she resigns or is removed and a successor is appointed. If the Board of Directors does not designate a chair, the committee members may designate a chair by a majority vote. The Board of Directors may remove any committee member at any time. Each committee may delegate any of its responsibilities to the chair or another committee member, unless prohibited by law, regulation or national securities exchange listing standards (if any).

(c) Each committee of the Board of Directors will hold the number of meetings set forth in its charter and any additional meetings at the chair's or another committee member's request. A committee may meet in person or by telephone conference call, and may act by unanimous written consent. Each committee chair, in consultation with the other committee members and appropriate officers of the Corporation, will set the date, time and place of committee meetings and meeting agendas for that committee. Any member may suggest items for the committee's consideration. The secretary or an assistant secretary will maintain minutes of each Committee meeting.

(d) Unless the Board of Directors otherwise prescribes by resolution, a majority of a committee's members constitutes a quorum for the transaction of business at a committee meeting, and the act of a majority of the committee members present at a meeting at which there is a quorum present will be the act of that committee. Each committee of the Board of Directors may prescribe its own rules for calling and holding meetings and its method of procedure, subject to any rules prescribed by the Board of Directors.

ARTICLE III

Executive Committee

Section 1. How Constituted and Powers. – The Board of Directors, by resolution adopted pursuant to Article II, Section 16 hereof, may designate two or more directors to constitute an executive committee, who shall serve during the pleasure of the Board of Directors. The executive committee, to the extent provided in such resolution and permitted by law, shall have and may exercise all of the authority of the Board of Directors.

Section 2. Organization, Etc. – The executive committee may choose a chairman and secretary. The executive committee shall keep a record of its acts and proceedings and report the same from time to time to the Board of Directors.

Section 3. Meetings. – Meetings of the executive committee may be called by any member of the committee. Notice of each such meeting, which need not specify the business to be transacted thereat, (i) be mailed to each member of the committee, addressed to his or her residence or usual place of business, at least three days before the day of the meeting, (ii) be delivered at least twenty-four hours before the time of the meeting by a form of electronic transmission or (iii) be delivered personally or by telephone, not later than the day before the day on which the meeting is to be held.

Section 4. Waiver of Notice. – Whenever any notice is required to be given to a member of the committee of any meeting of the executive committee for any purpose under the provisions of law, the Articles of Incorporation or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be equivalent to the giving of such notice. A member of the committee's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless at the beginning of the meeting or promptly upon the member of the committee's arrival, he or she objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 5. Quorum and Manner of Acting. – A majority of the executive committee shall constitute a quorum for transaction of business, and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the executive committee. The members of the executive committee shall act only as a committee, and the individual members shall have no powers as such.

Section 6. Removal. – Any member of the executive committee may be removed, with or without cause, at any time, by the Board of Directors.

Section 7. Vacancies. – Any vacancy in the executive committee shall be filled by the Board of Directors.

ARTICLE IV

Officers

Section 1. Designation. – The officers of the Corporation shall include a chairman of the Board of Directors, a chief executive officer, a chief financial officer, one or more executive vice presidents, a controller, an internal auditor, a treasurer, a secretary, and such other officers or assistant officers as the Board of Directors deems necessary or advisable with such powers and duties as prescribed herein or by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election, Appointment, Term of Office and Qualifications. – The Board of Directors shall elect annually the chairman of the Board of Directors, chief executive officer, chief financial officer, one or more vice presidents including executive vice presidents, controller, internal auditor, treasurer and secretary. The Board of Directors may authorize any duly elected officer to appoint one or more other officers or assistant officers. Each officer shall hold office until his or her respective successor shall have been duly chosen and qualified or until such officer's resignation, death, or removal.

Section 3. Vacancies. – If any vacancy shall occur among the officers or assistant officers of the Corporation, such vacancy may be filled by the Board of Directors or by any duly elected officer authorized by the Board of Directors to appoint such officer or assistant officer.

Section 4. Removal. – The Board of Directors may remove any officer or assistant officer at any time either with or without cause. Any officer or assistant officer appointed by another officer may likewise be removed by such officer.

Section 5. Chairman. – The chairman shall be chosen from among the directors. The chairman shall serve as chairman of the board of directors and preside at meetings of the shareholders and of the Board of Directors. The chairman shall be responsible to the Board of Directors and shall perform such other duties as shall be assigned to him or her by the Board of Directors. Unless otherwise designated by the Board of Directors, the chairman shall also be the chief executive officer of the Corporation.

Section 6. Chief Executive Officer. – The chief executive officer shall be devoted to the Corporation's business and affairs under the basic policies set by the Board of Directors and shall from time to time report to the Board of Directors on matters within his or her knowledge that the interests of the Corporation may require be brought to the Board of Directors' notice. The chief executive officer shall be responsible to the Board of Directors and shall perform such other duties as shall be assigned to him or her by the Board of Directors.

Section 7. Vice Presidents. – One or more vice presidents including executive vice presidents of the Corporation shall assist the chief executive officer in carrying out his or her respective duties and shall perform those duties that may from time to time be assigned to them by the Board of Directors or the chief executive officer.

Section 8. Chief Financial Officer. – The chief financial officer shall be an executive vice president of the Corporation and shall be responsible for the management and supervision of the financial affairs of the Corporation.

Section 9. Secretary. – The secretary shall keep the minutes of all meetings of the shareholders and of the Board of Directors in a book or books kept for that purpose. He or she shall keep in safe custody the seal of the Corporation, and shall affix such seal to any instrument requiring it. The secretary shall have charge of such books and papers as the Board of Directors may direct. He or she shall attend to the giving and serving of all notices of the Corporation and shall also have such other powers and perform such other duties as pertain to the secretary's office, or as the Board of Directors, chairman, or chief executive officer may from time to time prescribe.

Section 10. Assistant Officers. – In the absence or disability of an officer, one or more assistant officers shall perform all of the duties of the officer and, when so acting, shall have all of the powers of, and be subject to all the restrictions upon, the officer. Assistant officers shall also perform such other duties as from time to time may be assigned to them by the Board of Directors or an officer of the Corporation.

ARTICLE V

Contracts, Checks, Drafts, Bank Accounts, Etc.

Section 1. Contracts. – The chairman, chief executive officer, any executive vice president and such other persons as the chairman, chief executive officer or the Board of Directors may authorize shall have the power to execute any contract or other instrument on behalf of the Corporation. The Board of Directors, in its discretion, may authorize the power to execute any contract or other instrument on behalf of the Corporation to the lead director or the chairman of a standing committee of the Corporation. No other officer, agent or employee shall, unless otherwise in these By-Laws provided, have any power or authority to bind the Corporation by any contract or acknowledgement, or pledge its credit or render it liable pecuniarily for any purpose or to any amount.

Section 2. Loans. – The chairman, chief executive officer, any executive vice president and such other persons as the chief executive officer or the Board of Directors may authorize shall have the power to effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any corporation, firm or individual, and for such loans and

advances may make, execute and deliver promissory notes or other evidences of indebtedness of the Corporation, and, as security for the payment of any and all loans, advances, indebtedness and liability of the Corporation, may pledge, hypothecate or transfer any and all stocks, securities and other property at any time held by the Corporation, and to that end endorse, assign and deliver the same.

Section 3. Voting of Stock Held. – The chairman, chief executive officer, any executive vice president or the secretary may from time to time appoint an attorney or attorneys or agent or agents of the Corporation to cast the votes that the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose stock or securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, or to consent in writing to any action by such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed on behalf of the Corporation such written proxies, consents, waivers or other instruments as such officer may deem necessary or proper in the premises; or the chairman, chief executive officer, any executive vice president or the secretary may attend in person any meeting of the holders of stock or other securities of such other corporation and thereat vote or exercise any and all powers of the Corporation as the holder of such stock or other securities of such other corporation.

ARTICLE VI

Certificates Representing Shares

Shares of the Corporation shall be uncertificated shares beginning on June 15, 2012. Notwithstanding the foregoing, shares represented by a certificate issued prior to June 15, 2012, shall be certificated shares until such certificate is surrendered to this Corporation. Certificates representing shares of the Corporation shall be signed by the chairman, chief executive officer or any vice president and the secretary or any assistant secretary. Any and all signatures on such certificates, including signatures of officers, transfer agents and registrars, may be facsimile.

ARTICLE VII

Distributions

The Board of Directors may from time to time, in its discretion, declare distributions from the Corporation’s funds legally available for distributions.

ARTICLE VIII

Seal

The Board of Directors shall provide a suitable seal or seals, which shall be in the form of a circle, and shall bear around the circumference the words “Mondelēz International, Inc.” and in the center the word “Virginia.”

ARTICLE IX

Fiscal Year

The fiscal year of the Corporation shall be the calendar year.

ARTICLE X

Amendment

The power to alter, amend or repeal the By-Laws of the Corporation or to adopt new By-Laws shall be vested in the Board of Directors, but By-Laws made by the Board of Directors may be repealed or changed by the shareholders, or new By-Laws may be adopted by the shareholders, and the shareholders may prescribe that any By-Laws made by them shall not be altered, amended or repealed by the Board of Directors.

ARTICLE XI

Emergency By-Laws

If a quorum of the Board of Directors cannot be readily assembled because of some catastrophic event, and only in such event, these By-Laws shall, without further action by the Board of Directors, be deemed to have been amended for the duration of such emergency, as follows:

Section 1. Section 7 of Article II shall read as follows:

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the directors present at a meeting of the Board of Directors called in accordance with these By-Laws.

Section 2. The first sentence of Section 11 of Article II shall read as follows:

Special meetings of the Board of Directors shall be held whenever called by order of any person having the powers and duties of the chairman of the Board of Directors.

Section 3. Section 13 of Article II shall read as follows:

The directors present at any regular or special meeting called in accordance with these By-Laws shall constitute a quorum for the transaction of business at such meeting, and the action of a majority of such directors shall be the act of the Board of Directors, provided, however, that in the event that only one director is present at any such meeting no action except the election of directors shall be taken until at least two additional directors have been elected and are in attendance.

ARTICLE XII

Unavailability of Officers

In the event an officer of the Company is unavailable to perform his or her duties for any reason, and notwithstanding any provision of these By-Laws to the contrary, the Board of Directors is authorized to elect any director or officer of the Company to fill such position on a temporary basis. Any person so elected shall have such title as may be conferred by the Board of Directors; shall, unless limited by the resolution electing such person, have all the powers and duties of the office being temporarily filled as set forth in these By-Laws; and shall hold such office until the Board of Directors determines the original officer is again available to serve or until such temporary officer resigns or is removed by the Board of Directors.

Exhibit 10.1

EXECUTION VERSION

TAX SHARING AND INDEMNITY AGREEMENT
BY AND BETWEEN
KRAFT FOODS INC.
AND
KRAFT FOODS GROUP, INC.
DATED AS OF SEPTEMBER 27, 2012

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TAX SHARING AND INDEMNITY AGREEMENT

THIS TAX SHARING AND INDEMNITY AGREEMENT (this "Agreement") is between Kraft Foods Inc., a Virginia corporation ("SnackCo"), and Kraft Foods Group, Inc., a Virginia corporation ("GroceryCo") (sometimes referred to herein individually as "Party", or together, as "Parties").

W I T N E S S E T H:

WHEREAS, SnackCo is the common parent corporation of an affiliated group of corporations (the "SnackCo Consolidated Return Group") within the meaning of Section 1504(a) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, GroceryCo is a member of the affiliated group of corporations with respect to which SnackCo is the common parent corporation;

WHEREAS, SnackCo acting through itself, its Subsidiaries and other entities in which it has a direct or indirect ownership interest, currently conducts the GroceryCo Business and the SnackCo Business;

WHEREAS, the SnackCo Board of Directors has determined that it is appropriate, desirable, and in the best interest of SnackCo and its shareholders to separate SnackCo into two publicly traded companies: (i) GroceryCo, which following the Distribution will own and conduct, directly and indirectly, the GroceryCo Business; and (ii) SnackCo, which following the Distribution will own and conduct, directly and indirectly, the SnackCo Business;

WHEREAS, as set forth in the Separation and Distribution Agreement by and between SnackCo and GroceryCo (the "Distribution Agreement") and subject to the terms and conditions thereof, SnackCo will cause itself and each of its Subsidiaries to undergo the Internal Reorganization;

WHEREAS, as set forth in the Distribution Agreement, and subject to the terms and conditions thereof, SnackCo will distribute on a pro rata basis to the holders of SnackCo common stock all of the outstanding shares of GroceryCo common stock then owned by SnackCo (the "Distribution");

WHEREAS, the Internal Reorganization and the Distribution are intended to qualify as tax-free to SnackCo, its shareholders, and GroceryCo under Sections 368 and 355 of the Code; and

WHEREAS, in contemplation of the Distribution, pursuant to which GroceryCo (and each of its direct and indirect Subsidiaries) will cease to be a member of the SnackCo Consolidated Return Group, the Parties hereto have determined to enter into this Agreement, setting forth their agreement with respect to certain tax matters.

NOW, THEREFORE in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.01 General. For the purposes of this Agreement, the terms set forth below shall have the following meanings.

"Asset" has the meaning set forth in the Distribution Agreement.

"Brands LLC" means Kraft Foods Global Brands LLC.

"Butterfly Completion Date" means the date on which the transactions comprising step 61 and steps 68 through 84.1 of the Ruling issued by the CRA are completed.

"Butterfly Transactions" means each of the transactions comprising steps 60 through 63, steps 68 through 84.1, and steps 123 and 124 of the Ruling issued by the CRA.

"Canadian Asset Transfer Agreement" means the asset transfer agreement by and between SnackCo Canada and GroceryCo Canada.

"Canadian Income Tax" means any Income Tax imposed by Canada or any political subdivision thereof.

"Canadian Royalty Adjustment" means any adjustment to a royalty paid by GroceryCo Canada to Brands LLC with respect to any Pre-Distribution Period.

"Canadian Tax-Free Status" means the Canadian Income Tax position of the applicable parties relating to the Butterfly Transactions that would arise on the assumptions that (i) each of the rulings and opinions contained in any Ruling issued by the CRA applied to determine such Income Tax position of the applicable parties and (ii) the requisite conditions for such rulings and opinions as set out in any Ruling request submitted to the CRA were satisfied.

"Canadian Transaction Tax Contest" means any Tax Contest that relates to Canadian Transaction Taxes.

"Canadian Transaction Tax" means any Transaction Tax imposed by Canada or any political subdivision thereof.

"Controlling Party" means, (i) with respect to any Tax Contest involving any Tax other than a Transaction Tax, the Party (or any member of its Group) that has the liability under Section 2.01 of this Agreement or under the Canadian Asset Transfer Agreement for the Tax directly resulting from such Tax Contest and (ii) with respect to any Tax Contest involving any Transaction Tax, the Party that has the right to control such Tax Contest as provided in Section 8.02(b) or (c) of this Agreement. For the avoidance of doubt, (a) SnackCo shall be the Controlling Party with respect to any Tax Contest related to any U.S. Federal Income Tax attributable to any Pre-Distribution Period the resolution of which could result in any member of the GroceryCo Post-Distribution Group being liable for a State Income Tax and (b) competent authority claims shall be addressed in Section 10.01(d) of this Agreement.

"CRA" means the Canada Revenue Agency.

"Danone Master Sale and Purchase Agreement" means the Master Sale and Purchase Agreement dated as of October 29, 2007 by and between Groupe Danone S.A. and Kraft Foods Global, Inc.

"Distribution Date" means the date on which the Distribution becomes effective.

"Dr Pepper Snapple Group Tax Sharing and Indemnification Agreement" means the Tax Sharing and Indemnification Agreement dated as of May 1, 2008 by and between Cadbury Schweppes plc and Dr Pepper Snapple Group, Inc.

"Effective Realization" (and the correlative terms "Effectively Realized" or "Effectively Realizes") means, with respect to a Tax Benefit, including from the use of any Tax Attribute, the earliest to occur of (i) the receipt by SnackCo or GroceryCo (or any other member of the SnackCo Post-Distribution Group or any member of the GroceryCo Post-Distribution Group) of cash from a Taxing Authority reflecting such Tax Benefit or (ii) the application of such Tax Benefit to reduce any payments, including estimated Tax payments, with respect to (A) the Tax liability on a Tax Return of any of such entities or of any consolidated group of which any of such entities is a member or (B) any other outstanding Tax liability of any of such entities or of any such consolidated group.

"Employee Matters Agreement" means the Employee Matters Agreement by and between SnackCo and GroceryCo.

"Filing Party" means the Party (or member of its respective Group) that is responsible for filing or furnishing a given Tax Return pursuant to Article III of this Agreement.

"FIN 45 Indemnity Obligation" means any obligation or indemnity attributable to or imposed with respect to any Tax under the Dr Pepper Snapple Group Tax Sharing and Indemnification Agreement or the Danone Master Sale and Purchase Agreement.

"FIN 45 TSA Receivable" means any right to receive any amount attributable to or with respect to any Tax under the Dr Pepper Snapple Group Tax Sharing and Indemnification Agreement or the Danone Master Sale and Purchase Agreement.

"Final Determination" means (i) with respect to U.S. Federal Income Taxes, a "determination" as defined in Section 1313(a) of the Code and, with respect to Taxes other than U.S. Federal Income Taxes, any decision, judgment, decree or other order by a court of competent jurisdiction that, under applicable law, is not subject to further appeal, review or modification through proceedings or otherwise; (ii) the execution of an IRS Form 870-AD or other closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code, or a comparable agreement under the laws of a state, local, or foreign taxing jurisdiction; (iii) the payment of Tax by any member of the SnackCo Post-Distribution Group or the GroceryCo Post-Distribution Group with respect to any item disallowed or adjusted by a Taxing Authority, provided that the Controlling Party determines that no action should be taken to recoup such payment; (iv) a final settlement resulting from a competent authority determination; or (v) any other final disposition, by mutual agreement of the Parties or by reason of the expiration of a statute of limitations or period for the filing of claims for refunds, amended Tax Returns, or appeals from adverse determinations.

"Foreign Country" means (i) any country other than the United States, (ii) any possession or territory of the United States, including but not limited to the Commonwealth of Puerto Rico or (iii) any political subdivision of a country identified in (i) above or any possession or territory of the United States identified in (ii) above.

"GroceryCo Business" has the meaning set forth in the Distribution Agreement.

"GroceryCo Canada" means Kraft Canada Inc.

"GroceryCo Liability" means any Tax, Residual Indemnity Obligation, or Specified Indemnity Obligation that GroceryCo or any member of the GroceryCo Post-Distribution Group is liable for under Section 2.01 of this Agreement.

"GroceryCo Post-Distribution Group" means GroceryCo, all Persons that are Subsidiaries of GroceryCo immediately after the Distribution, and Persons that become Subsidiaries of GroceryCo thereafter; provided however,

(a) if any Person that is a member of the GroceryCo Post-Distribution Group at any time after the Distribution subsequently becomes a Subsidiary of SnackCo, such Person will not be treated as a member of the GroceryCo Post-Distribution Group with respect to any Tax Year or portion thereof beginning after the date such Subsidiary becomes a Subsidiary of SnackCo; and

(b) if any Person that is a member of the SnackCo Post-Distribution Group at any time after the Distribution subsequently becomes a Subsidiary of GroceryCo, such Subsidiary will only be treated as a member of the GroceryCo Post-Distribution Group with respect to any Tax Year or portion thereof beginning after the date such Subsidiary becomes a Subsidiary of GroceryCo.

"Group" means the SnackCo Post-Distribution Group or the GroceryCo Post-Distribution Group, as the context requires.

"Income Tax" means all Taxes (i) based upon, measured by, or calculated with respect to, net income, net profits or deemed net profits (including, without limitation, any capital gains Tax, minimum Tax based upon, measured by, or calculated with respect to, net income, net profits or deemed net profits, any Tax on items of Tax preference and depreciation recapture or clawback, but not including sales, use, real or personal property, gross or net receipts, gross profits, transfer and similar Taxes), (ii) without limiting (i) hereof, imposed by a Foreign Country that qualify under Section 903 of the Code or (iii) based upon, measured by, or calculated with respect to multiple bases (including, but not limited to, corporate franchise and occupation Taxes) if such Taxes may be based upon, measured by, or calculated with respect to one or more bases described in clause (i) above. Notwithstanding the above, the Taxes described in clause (iii) shall be considered Income Taxes only to the extent that such Taxes exceed the hypothetical amount of such Taxes that would have been imposed had all of the bases described in clause (i) on which such Taxes are based, measured, or calculated been equal to zero. For the avoidance of doubt, any amount withheld with respect to any Income Tax of another Person shall not be considered an Income Tax for purposes of this Agreement.

"Internal Reorganization" means all of the transactions, other than the Distribution, described in the document entitled "Detailed Structure Charts" delivered by SnackCo to GroceryCo.

"IRS" means the United States Internal Revenue Service.

"Liability" has the meaning set forth in the Distribution Agreement.

"Non-Canadian Foreign Income Tax" means any Income Tax, other than a Canadian Income Tax, imposed by any Foreign Country.

"Non-Canadian Transaction Tax Contest" means any Tax Contest that relates to Non-Canadian Transaction Taxes.

"Non-Canadian Transaction Tax" means any Transaction Tax, other than a Canadian Transaction Tax.

"Non-Controlling Party" means, with respect to any Tax Contest, the Party (or member of its Group) that is not the Controlling Party or a member of the same Group as the Controlling Party.

"Non-Filing Party" means, with respect to any Tax Return, the Party (or member of its Group) that is not the Filing Party or a member of the same Group as the Filing Party.

"Non-Income Tax" means any Tax other than an Income Tax, including, for the avoidance of doubt, any domestic or foreign national, federal, state, provincial, territorial, possession, county, or local sales, use, value added, privilege, transfer, documentary, stamp, duties, recording, goods and services, harmonized sales, anti-dumping, countervail, land transfer, and similar Taxes and fees (including any penalties, interest or additions thereto) whether or not related to the Internal Reorganization or the Distribution, imposed upon any Party hereto or any member of its Group.

"Person" means any individual, corporation, company, partnership, trust, incorporated or unincorporated association, joint venture, or other entity of any kind.

"Post-Distribution Period" means any Tax Year (or portion thereof) beginning after the Distribution Date.

"Pre-Distribution Period" means any Tax Year (or portion thereof) ending on or before the Distribution Date.

"Recoverable Tax" means all sales, use, retail sales, excise, goods and services, harmonized sales, value-added, transfer, recording, privilege, documentary, registration, conveyance, real estate transfer, excise, license, stamp, or similar Taxes that are recoverable by either Party (or any member of its Group) under applicable law governing the payment of such

Taxes, including, but not limited to, the Canadian Federal Foods and Services Tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), the Harmonized Sales Tax imposed pursuant to Part IX of the *Excise Tax Act* (Canada), and the Quebec Sales Tax imposed pursuant to the *Act respecting the Quebec sales tax* (Quebec), and other similar recoverable Taxes in other jurisdictions.

"Residual Indemnity Obligation" means any obligation or liability attributable to or imposed with respect to any Tax under any tax sharing/allocation, purchase and sale, or similar agreement (other than this Agreement) entered into on or prior to the Distribution Date, other than any Specified Indemnity Obligation or any FIN 45 Indemnity Obligation.

"Residual TSA Receivable" means the right to receive any amount attributable to or with respect to any Tax under any tax sharing/allocation, purchase and sale, or similar agreement (other than this Agreement) entered into on or prior to the Distribution Date, other than any Specified TSA Receivable or any FIN 45 TSA Receivable.

"Ruling" means (i) all private letter rulings issued by the IRS, (ii) all advance income tax rulings and opinions issued by the CRA, or (iii) any other ruling issued by a Taxing Authority, including without limitation Puerto Rico, relating to the Butterfly Transactions, the Internal Reorganization and/or the Distribution (whether granted prior to, on, or after the date hereof), requests for such rulings, including all supplemental requests and information submissions, and any exhibit to any of the foregoing.

"Ruling and Tax Opinion Documents" means (i) any Ruling and (ii) any Tax opinion related to the Internal Reorganization and/or the Distribution delivered by Sutherland Asbill & Brennan LLP and including all exhibits thereto, which contain, inter alia, information and representations provided by SnackCo and GroceryCo in connection with the Internal Reorganization and the Distribution.

"SnackCo Business" has the meaning set forth in the Distribution Agreement.

"SnackCo Canada" means Mondelez Canada Inc.

"SnackCo Liability" means any Tax, Residual Indemnity Obligation, Specified Indemnity Obligation, or FIN 45 Indemnity Obligation that SnackCo or any member of the SnackCo Post-Distribution Group is liable for under Section 2.01 of this Agreement.

"SnackCo Post-Distribution Group" means SnackCo, all Persons that are Subsidiaries of SnackCo immediately after the Distribution, and Persons that become Subsidiaries of SnackCo thereafter; provided however,

(a) if any Person that is a member of the SnackCo Post-Distribution Group becomes a Subsidiary of GroceryCo at any time after the Distribution, such Person will not be treated as a member of the SnackCo Post-Distribution Group with respect to any Tax Year or portion thereof beginning after the date such Subsidiary becomes a Subsidiary of GroceryCo; and

(b) if any such Person that is a member of the GroceryCo Post-Distribution Group becomes a Subsidiary of SnackCo at any time after the Distribution, such Subsidiary will only be treated as a member of the SnackCo Post-Distribution Group with respect to any Tax Year or portion thereof beginning after the date such Subsidiary becomes a Subsidiary of SnackCo.

"SnackCo Pre-Distribution Group" means SnackCo and all Persons that are or were Subsidiaries of SnackCo at any time prior to the Distribution, including any predecessors of SnackCo or of any such Person. For the avoidance of doubt, the SnackCo Pre-Distribution Group includes GroceryCo.

"Specified Indemnity Obligation" means any obligation or indemnity attributable to or imposed with respect to any Tax under any of the tax sharing/allocation, purchase and sale, or similar agreements identified on Schedule 1.2(16) or Schedule 1.2(25) of the Distribution Agreement.

"Specified TSA Receivable" means any right to receive any amount attributable to or with respect to any Tax under any of the tax sharing/allocation, purchase and sale, or similar agreements identified on Schedule 1.2(16) or Schedule 1.2(25) of the Distribution Agreement.

"State Income Tax" means any Income Tax imposed by any state of the United States (or the District of Columbia) or by any political subdivision of any such state (or the District of Columbia).

"Subsidiary" means any corporation, partnership, or other legal entity (or any successor thereto) directly or indirectly "controlled" by any other Person; for purposes of this definition, "control" means the ownership of greater than or equal to 50% of the ownership interests (by vote or value) of such corporation, partnership, or other legal entity (or any successor thereto).

"Tax" or "Taxes" shall mean all domestic and foreign national, federal, state, provincial, territorial, possession, county, local, or other taxes, levies, or imposts, including any net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, goods and services, harmonized sale, ad valorem, value added, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, capital stock, occupation, property, royalty, capital, workers' compensation, employer health, pension plan, anti-dumping, countervail, production, real property gains, social security or disability, environmental or windfall profit tax, premium, custom duty or other tax, governmental fee, or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Taxing Authority responsible for the imposition of any such tax (United States or non-United States). For the avoidance of doubt, Tax includes any interest, penalty, addition to tax or additional amount imposed by any Taxing Authority only to the extent such item is actually paid to or charged by the Taxing Authority, and does not include any hypothetical amounts not actually paid to or charged by the Taxing Authority.

"Tax Attribute" means any domestic or foreign national, federal, state, provincial territorial, possession, county, or local net operating loss, net capital loss, general business credit, foreign tax credit, charitable deduction, or any other loss, credit, deduction, or Tax attribute that could reduce any Tax (including, without limitation, deductions, credits, alternative minimum net operating loss carryforwards related to alternative minimum taxes or additions to the basis of property) or any foreign equivalent thereof whether computed on a consolidated, combined or unitary basis.

"Tax Benefit" means an amount by which the Tax liability of a Group is reduced (including by any item of loss or deduction, any reduction of income by virtue of increased Tax basis, any entitlement to a refund or credit, or otherwise), provided that any reference in this definition to Tax shall include, without limitation, a reference to a recovery of statutory interest.

"Tax Contest" means any audit, review, examination, assessment, notice of deficiency or any other administrative or judicial proceeding with the purpose or effect of redetermining any Taxes (including any administrative or judicial review of any claim for refund).

"Tax Detriment" means an amount by which the Tax liability of a Group is increased (including by any item of income or gain, any increase in income by virtue of decreased Tax basis, any decrease in entitlement to any Tax refund or credit, or otherwise). For purposes of this definition, a Group's Tax liability shall not be considered to have been increased by the incurrence of any Recoverable Tax unless it can demonstrate that it will not be able to recover such Tax.

"Tax Return" or "Return" means any report of Taxes due, any claim for refund of Taxes paid, any information return with respect to Taxes, or any other similar report, statement, declaration or document required to be filed under the Code or other law, including any attachments, exhibits or other materials submitted with any of the foregoing, and including any amendments or supplements to any of the foregoing.

"Tax Year" means, with respect to any Tax, the year, or shorter period, if applicable, for which the Tax is reported as provided under applicable law.

"Tax-Free Status" means (i) the transactions comprising the Internal Reorganization and the Distribution qualifying for Tax-free treatment under Sections 368, 355 or 351 of the Code, (ii) the Butterfly Transactions qualifying for Canadian Tax-Free Status and (iii) the transactions comprising the Internal Reorganization and the Distribution qualifying for Tax-free treatment under comparable provisions of state, local, Puerto Rican and other foreign law.

"Taxing Authority" means any governmental authority (whether domestic or foreign, and including, without limitation, any country, state, province, territory, possession, county, municipality, or other political subdivision) responsible for the imposition or collection of any Tax.

"Transaction Taxes" means (i) all Income Taxes of any member of the SnackCo Post-Distribution Group or any member of the GroceryCo Post-Distribution Group resulting from, or arising in connection with, the failure of the transactions comprising the Internal Reorganization or the Distribution to have Tax-Free Status and (ii) all Income Taxes of any third party for which any member of the SnackCo Post-Distribution Group or any member of the GroceryCo Post-Distribution Group is or becomes liable resulting from, or arising in connection with, the failure of the transactions comprising the Internal Reorganization or the Distribution to have Tax-Free Status.

"United States" or "U.S." means the United States of America.

"U.S. Federal Income Tax" means any Income Tax imposed by the United States.

"U.S. Federal Withholding Tax" means (i) any Tax imposed or required to be withheld under Chapter 3 of the Code or (ii) any Tax imposed or required to be withheld or deducted from wages under Chapters 21, 23 or 24 of the Code, both of which shall be considered a Non-Income Tax for purposes of this Agreement.

ARTICLE II

ALLOCATION OF TAXES

2.01 General Allocation of Taxes.

(a) Income Tax Allocation to SnackCo. SnackCo shall be liable for (i) all U.S. Federal Income Taxes attributable to any Pre-Distribution Period that are imposed on any member of the SnackCo Pre-Distribution Group, including but not limited to joint and several liability under Treasury Regulation Section 1.1502-6, (ii) all Non-Canadian Foreign Income Taxes attributable to any Pre-Distribution Period that are imposed on any member of the SnackCo Pre-Distribution Group, (iii) all Income Taxes attributable to any Post-Distribution Period that are imposed on any member of the SnackCo Post-Distribution Group other than SnackCo Canada and (iv) any Residual Indemnity Obligations that relate to U.S. Federal Income Taxes or Non-Canadian Foreign Income Taxes.

(b) Income Tax Allocation to GroceryCo. GroceryCo shall be liable for (i) all State Income Taxes attributable to any Pre-Distribution Period that are imposed on any member of the SnackCo Pre-Distribution Group, including but not limited to any joint and several liability as to any such State Income Taxes, (ii) all Canadian Income Taxes attributable to any Pre-Distribution Period that are imposed on any member of the SnackCo Pre-Distribution Group other than GroceryCo Canada or SnackCo Canada, (iii) all Income Taxes attributable to any Post-Distribution Period that are imposed on any member of the GroceryCo Post-Distribution Group other than GroceryCo Canada and (iv) any Residual Indemnity Obligations that relate to State Income Taxes or Canadian Income Taxes (other than any Residual Indemnity Obligation of GroceryCo Canada).

(c) Non-Income Tax Allocation to SnackCo. SnackCo shall be liable for (i) all U.S. Federal Withholding Taxes attributable to any Pre-Distribution Period with respect to any member of the SnackCo Pre-Distribution Group, (ii) all other Non-Income Taxes imposed on or otherwise due from any member of the SnackCo Pre-Distribution Group other than SnackCo Canada or GroceryCo Canada or the SnackCo Post-Distribution Group other than SnackCo Canada other than those Non-Income Taxes for which GroceryCo is liable under Section 2.01(d) of this Agreement and (iii) any Residual Indemnity Obligations that relate to U.S. Federal Withholding Taxes or Non-Income Taxes other than those for which GroceryCo is liable for under Section 2.01(d) of this Agreement (and excluding any Residual Indemnity Obligation of SnackCo Canada).

(d) Non-Income Tax Allocation to GroceryCo. GroceryCo shall be liable for (i) all Non-Income Taxes imposed on or otherwise due from any member of the GroceryCo Post-Distribution Group other than GroceryCo Canada (but not including U.S. Federal Withholding Taxes attributable to any Pre-Distribution Period with respect to any member of the SnackCo Pre-Distribution Group) and (ii) any Residual Indemnity Obligations that relate to any Non-Income Tax imposed on any member of the GroceryCo Post-Distribution Group other than GroceryCo Canada (but not including U.S. Federal Withholding Taxes attributable to any Pre-Distribution Period with respect to any member of the SnackCo Pre-Distribution Group).

(e) Allocation of FIN 45 Indemnity Obligations. SnackCo shall be liable for all FIN 45 Indemnity Obligations (other than any FIN 45 Indemnity Obligation of SnackCo Canada).

(f) Allocation of Specified Indemnity Obligations. SnackCo shall be liable for all Specified Indemnity Obligations (other than any Specified Indemnity Obligation of SnackCo Canada) that are attributable to any tax sharing/allocation, purchase and sale, or similar agreements allocated to it on Schedule 1.2(25) of the Distribution Agreement. GroceryCo shall be liable for all Specified Indemnity Obligations (other than any Specified Indemnity Obligation of GroceryCo Canada) that are attributable to any tax sharing/allocation, purchase and sale, or similar agreements allocated to it on Schedule 1.2(16) of the Distribution Agreement.

(g) Allocation of Transaction Taxes. Notwithstanding any other subsection of this Section 2.01, liability for Transaction Taxes shall be governed solely by Sections 5.02 and 5.03 of this Agreement.

(h) Canadian Asset Transfer Agreement Override. GroceryCo Canada and SnackCo Canada are entering into the Canadian Asset Transfer Agreement addressing the parties' respective rights and obligations with respect to certain of the matters addressed in this Agreement. Notwithstanding any provision of this Agreement, all Taxes imposed on GroceryCo Canada or SnackCo Canada shall be allocated in accordance with the Canadian Asset Transfer Agreement. Nothing in this Agreement shall effect, constitute or change the timing of (i) any transfer, assignment, conveyance or other disposition of, or any amendment, modification, supplement or other change of or to, any right, title, interest or benefit in any Asset owned or held by GroceryCo Canada or SnackCo Canada or (ii) any transfer, assumption, forgiveness or release of, or any amendment, modification, supplement or other change of or to, any Liabilities of GroceryCo Canada or SnackCo Canada. It is intended that the Canadian Asset Transfer Agreement will be drafted in a manner to be consistent with and implement the concepts that are described and implemented in this Agreement as they relate to the Assets and Liabilities of GroceryCo Canada or SnackCo Canada that are otherwise covered in this Agreement.

2.02 Income Tax Allocation for Year of Distribution. Items of income, gain, loss, deduction, and credit shall be apportioned between Pre-Distribution Periods and Post-Distribution Periods in accordance with the principles of Treasury Regulation Section 1.1502-76(b) as reasonably interpreted and applied by SnackCo. Unless agreed to by the Parties in

writing, SnackCo shall not make an election under Treasury Regulation Section 1.1502-76(b)(2)(ii) to use the ratable allocation method. If the Parties agree to use the ratable allocation method, the members of the GroceryCo Post-Distribution Group shall provide to SnackCo such statements as are required under the regulations and other appropriate assistance.

2.03 Allocation of Tax Attributes and Earnings and Profits. SnackCo shall in good faith advise GroceryCo in writing of the portion, if any, of any earnings and profits, Tax Attribute, overall foreign loss, capitalized research and development expenditures or other consolidated, combined or unitary attribute which SnackCo determines shall be allocated or apportioned to the GroceryCo Post-Distribution Group under applicable law as a result of the Internal Reorganization or the Distribution. The Parties hereby agree that in the absence of controlling legal authority or unless otherwise provided under this Agreement, Tax Attributes shall be allocated to the legal entity that created such Tax Attributes. Notwithstanding the foregoing, SnackCo shall allocate all Oregon energy tax credits to GroceryCo. GroceryCo and all members of the GroceryCo Post-Distribution Group shall prepare all Tax Returns in accordance with such written notice. As soon as practicable after receipt of a written request from GroceryCo, SnackCo shall use its best efforts to provide copies of any studies, reports, and work papers supporting such allocations and apportionments. In the event of a subsequent adjustment by a Taxing Authority to such allocations and apportionments, SnackCo shall promptly notify GroceryCo in writing of such adjustment.

2.04 Matters Covered by the Employee Matters Agreement. Notwithstanding any other provision of this Agreement, any matter relating to Taxes (including, but not limited to, any allocation of a Tax liability, the preparation of any Tax Return, any withholding obligation, or any reporting obligation) covered by the Employee Matters Agreement shall be governed by the Employee Matters Agreement.

ARTICLE III

PREPARATION OF TAX RETURNS

3.01 U.S. Federal Income Tax Returns. The Party that is liable for any U.S. Federal Income Tax liability under Section 2.01 of this Agreement shall prepare and file the Tax Return and any other Returns, documents, or statements required to be filed with the IRS with respect to the determination of such U.S. Federal Income Tax liability.

3.02 State Income Tax Returns. The Parties shall cooperate to determine which Party (or member of their respective Groups) will be responsible for preparing and filing each State Income Tax Return due with respect to the Tax Year in which the Distribution occurs (including any short period beginning after the Distribution) or any Tax Year ending prior to the Distribution and any other Returns, documents, or statements required to be filed with the appropriate Taxing Authority with respect to the determination of such State Income Tax liability.

3.03 Canadian Income Tax Returns. The Party that is liable for any Canadian Income Tax liability under Section 2.01 of this Agreement shall prepare and file (or shall cause the appropriate member of its Group to prepare and file) such Tax Return and any other Returns,

documents, or statements required to be filed with the appropriate Taxing Authorities with respect to the determination of such Canadian Income Tax liability. For the avoidance of doubt, the preceding sentence shall not apply to any Tax Return required by applicable law to be filed by GroceryCo Canada or SnackCo Canada.

3.04 Non-Canadian Foreign Income Tax Returns. The Party that is liable for any Non-Canadian Foreign Income Tax liability under Section 2.01 of this Agreement shall prepare and file (or shall cause the appropriate member of its Group to prepare and file) such Tax Return and any other Returns, documents, or statements required to be filed with the appropriate Taxing Authority with respect to the determination of such Non-Canadian Foreign Income Tax liability.

3.05 Non-Income Tax Returns. The Party that is liable for any Non-Income Tax liability under Section 2.01 of this Agreement shall prepare and file (or shall cause the appropriate member of its Group to prepare and file) such Tax Return and any other Returns, documents, or statements required to be filed with the appropriate Taxing Authorities or other Persons with respect to the determination of such Non-Income Tax liability or otherwise. For the avoidance of doubt, the preceding sentence shall not apply to any Tax Return required by applicable law to be filed by GroceryCo Canada or SnackCo Canada.

3.06 Tax Returns of GroceryCo Canada and SnackCo Canada. Any Tax Return required to be filed by GroceryCo Canada under applicable law shall be filed by GroceryCo Canada. Any Tax Return required to be filed by SnackCo Canada under applicable law shall be filed by SnackCo Canada.

3.07 Special Rules Relating to the Preparation of Tax Returns.

(a) Except as otherwise provided in this Agreement, in the case of any Tax Return for or that includes a Pre-Distribution Period, the Filing Party pursuant to this Article III shall prepare (or shall cause the appropriate member of it Group to prepare) such Tax Return in accordance with past practices, accounting methods, elections or conventions ("Past Practices") used by the SnackCo Pre-Distribution Group with respect to the Tax Return in question, and, to the extent any items are not covered by Past Practices, in accordance with reasonable Tax accounting practices. Notwithstanding the foregoing, for any Tax Return described in the preceding sentence, the Filing Party (or the appropriate member of its Group) shall not be required to follow Past Practices if (i) the Non-Filing Party consents in writing to the proposed method of reporting (not to be unreasonably withheld), (ii) the Filing Party (or the appropriate member of its Group) receives a "should" level opinion from a nationally recognized law firm that the proposed method of reporting is correct or (iii) there is no substantial authority for the use of such Past Practices. In addition, unless otherwise required by applicable law, in the preparation and filing of any Tax Return for or that includes a Pre-Distribution Period, the Filing Party shall not take (or shall cause the appropriate member of its Group not to take) any position (or make any election) that is inconsistent with any position taken or election made by SnackCo in connection with the preparation and filing of any consolidated U.S. Federal Income Tax Return that includes any Pre-Distribution Period. Notwithstanding the foregoing, with respect to the preparation of any such Tax Return, the Filing Party shall not discriminate (or shall cause the appropriate member of its Group not to discriminate) against any member of the Non-Filing Party's Group.

(b) SnackCo and GroceryCo shall prepare (and shall cause the members of its respective Group to prepare) all Tax Returns consistent with the Tax treatment of the Internal Reorganization and the Distribution set forth in the Ruling and Tax Opinion Documents.

3.08 Right to Review Tax Returns. In the event that (i) the Non-Filing Party (or any member of its Group) is liable for some or all of the Taxes reported on a Tax Return or (ii) the Non-Filing Party (with respect to a Tax Return) (or member of its Group) must prepare another Tax Return consistent with the treatment included in such Tax Return, no later than thirty days (or fifteen days in the case of a State Income Tax Return) prior to the date on which any other such Tax Return is required to be filed (taking into account any valid extensions), the Filing Party shall provide such Tax Return for review and comment by the Non-Filing Party, and the Filing Party shall consider any comments in good faith. Notwithstanding the foregoing, the Party responsible for filing any tax return described in (i) above shall not file such Return without the consent of the Non-Filing Party (not to be unreasonably withheld or delayed). For the avoidance of doubt, no State Income Tax Return that includes a Pre-Distribution Period that any member of the SnackCo Post-Distribution Group is responsible for filing under Section 3.02 of this Agreement shall be filed without GroceryCo's consent (not to be unreasonably withheld or delayed).

3.09 Appointment. Each member of the Non-Filing Party's Group hereby irrevocably appoints the Filing Party as its agent and attorney-in-fact to take any action (including the execution of documents) the Filing Party may deem necessary or appropriate to implement this Article III.

ARTICLE IV

CARRYBACKS REFUNDS AND TAX BENEFITS

4.01 Carrybacks.

(a) If any member of the Non-Filing Party's Group generates a Tax Attribute during a Post-Distribution Period that can be carried back to a Pre-Distribution Period, then, upon the request of the Non-Filing Party, the Filing Party, at the Non-Filing Party's expense, shall file (or shall cause the appropriate member of its Group to file) a claim for refund arising from such carryback and will pay to the Non-Filing Party the actual Tax Benefit from the carryback within thirty days of Effective Realization by any member of the Filing Party's Group. Such Tax Benefit shall be equal to the excess of (i) the amount of Tax that would have been payable (or of the Tax refund actually receivable) by the Party (or member of its Group) liable for the Tax reported on such Tax Return for such period in the absence of such carryback, over (ii) the amount of Tax actually payable for such period (or of the Tax refund that would have been receivable) by the Party (or member of its Group) liable for the Tax reported on such Tax Return. In the absence of controlling legal authority, if the SnackCo Post-Distribution Group and the GroceryCo Post-Distribution Group can both carryback Tax Attributes from the same Post-Distribution Period to a Pre-Distribution Period and both Parties Tax Attributes cannot be fully utilized, the Tax Attributes of both Groups shall be carried back proportionately to the Tax Attributes each Party is seeking to utilize.

(b) If, subsequent to the payment by the Filing Party to the Non-Filing Party of any amount pursuant to (or in accordance with the principles of) Section 4.01(a) of this Agreement, there shall be a Final Determination that results in a disallowance or a reduction of the Tax Attributes of the Non-Filing Party's Group so carried back, the Non-Filing Party shall repay to the Filing Party, within thirty days after such Final Determination, any amount that would not have been payable to the Non-Filing Party pursuant to (or in accordance with the principles of) Section 4.01(a) of this Agreement had the Tax Benefit been determined in light of the Final Determination. In addition, the Non-Filing Party shall hold each member of the Filing Party's Group harmless from any penalty or interest payable by any member of the Filing Party's Group as a result of any such Final Determination. Any such amount shall be paid by the Non-Filing Party within thirty days of the payment by the Filing Party's Group of any such penalty or interest.

(c) For purposes of this Section 4.01, GroceryCo (or the applicable member of the GroceryCo Post-Distribution Group) shall be considered the Filing Party for all State Income Tax Returns for which it is liable for the Tax under Section 2.01 of this Agreement.

4.02 Refunds.

(a) If a member of the SnackCo Post-Distribution Group Effectively Realizes a refund, offset, or credit that relates to a Tax for which a member of the GroceryCo Post-Distribution Group is liable under this Agreement, SnackCo shall remit to GroceryCo within thirty days of Effective Realization the amount of such refund, offset, or credit, together with any interest received thereon.

(b) If a member of the GroceryCo Post-Distribution Group Effectively Realizes a refund, offset, or credit that relates to a Tax for which a member of the SnackCo Post-Distribution Group is liable under this Agreement, GroceryCo shall remit to SnackCo within thirty days of Effective Realization the amount of such refund, offset, or credit, together with any interest received thereon.

4.03 Residual TSA Receivables, Specified TSA Receivables, and FIN 45 Receivables.

(a) If a member of the SnackCo Post-Distribution Group receives a cash payment pursuant to a Residual TSA Receivable or a Specified TSA Receivable with respect to a Tax for which a member of the GroceryCo Post-Distribution Group would be liable under Section 2.01 of this Agreement, SnackCo shall remit to GroceryCo within thirty days of receiving such cash payment the amount of such cash payment.

(b) If a member of the GroceryCo Post-Distribution Group receives a cash payment pursuant to a Residual TSA Receivable, a Specified TSA Receivable, or a FIN 45 Receivable with respect to a Tax for which a member of the SnackCo Post-Distribution Group would be liable under Section 2.01 of this Agreement, GroceryCo shall remit to SnackCo within thirty days of receiving such cash payment the amount of such cash payment.

4.04 Tax Benefits.

(a) If, as a result of an adjustment pursuant to a Final Determination to any Tax for which a member of the SnackCo Post-Distribution Group is liable hereunder, a member of the GroceryCo Post-Distribution Group realizes a Tax Benefit that it would not have realized but for such adjustment (determined on a with and without basis), GroceryCo shall pay to SnackCo the Tax Benefit from such adjustment within thirty days of the later of the date on which (i) the member of the GroceryCo Post-Distribution Group Effectively Realizes such Tax Benefit or (ii) GroceryCo receives written notice and demand from SnackCo for payment of the amount due, accompanied by evidence of such adjustment describing in reasonable detail the particulars relating thereto. Provided, however, that the amount GroceryCo shall pay to SnackCo under this Section 4.04(a) related to any adjustment shall not exceed the lesser of (x) the Tax Benefit(s) Effectively Realized (whether Effectively Realized with respect to the same taxable period or one or more other taxable periods) by the member of the GroceryCo Post-Distribution Group or (y) the Tax Detriment incurred by the member of the SnackCo Post-Distribution Group. In the event that GroceryCo disagrees with any such calculation described in this Section 4.04(a), GroceryCo shall notify SnackCo in writing within thirty days of receiving the written calculations set forth above in this Section 4.04(a). The Parties shall resolve any such disagreement in accordance with Section 10.03 of this Agreement.

(b) If, as a result of an adjustment pursuant to a Final Determination to any Tax for which a member of the GroceryCo Post-Distribution Group is liable hereunder, a member of the SnackCo Post-Distribution Group realizes a Tax Benefit that it would not have realized but for such adjustment (determined on a with and without basis), SnackCo shall pay to GroceryCo the Tax Benefit from such adjustment within thirty days of the later of the date on which (i) the member of the SnackCo Post-Distribution Group Effectively Realizes such Tax Benefit or (ii) SnackCo receives written notice and demand from GroceryCo for payment of the amount due, accompanied by evidence of such adjustment describing in reasonable detail the particulars relating thereto. Provided, however, the amount SnackCo shall pay to GroceryCo under this Section 4.04(b) related to any adjustment shall not exceed the lesser of (x) the Tax Benefit(s) Effectively Realized (whether Effectively Realized with respect to the same taxable period or one or more other taxable periods) by the member of the SnackCo Post-Distribution Group or (y) the Tax Detriment incurred by the member of the GroceryCo Post-Distribution Group. In the event that SnackCo disagrees with any such calculation described in this Section 4.04(b), SnackCo shall notify GroceryCo in writing within thirty days of receiving the written calculation set forth above in this Section 4.04(b). The Parties shall resolve any such disagreements in accordance with Section 10.03 of this Agreement.

(c) If, subsequent to a payment by SnackCo or GroceryCo, as appropriate, to the other Party of an amount pursuant to (or in accordance with the principles of) Sections 4.04(a) or 4.04(b) of this Agreement, there shall be a Final Determination that results in a disallowance or a reduction of the Effectively Realized Tax Benefit, the other Party shall repay to SnackCo or GroceryCo, as appropriate, within thirty days after such Final Determination, any amount that would not have been payable to the other Party pursuant to (or in accordance with the principles of) Sections 4.04(a) or 4.04(b) of this Agreement had the Tax Benefit been determined in light of the Final Determination. In addition, that Party receiving a payment from the other Party pursuant to Sections 4.04(a) or 4.04(b) of this Agreement shall hold each member

of the other Party's Group harmless from any penalty or interest payable by any member of the other Party's Group as a result of any such Final Determination. Any such amount shall be paid by the other Party within thirty days of the payment by the SnackCo Post-Distribution Group or the GroceryCo Post-Distribution Group, as appropriate, of any such penalty or interest.

4.05 Canadian Royalty Adjustments.

(a) Obligation to Pay Tax Benefit.

(i) Notwithstanding any other provisions of this Article IV, if, pursuant to a Final Determination, there is a Canadian Royalty Adjustment that results in a reduction of a royalty payment deemed to be paid for Tax purposes by GroceryCo Canada to Brands LLC and SnackCo (or any member of its Group) realizes a Tax Benefit with respect to any Pre-Distribution Period that it would not have realized but for the Canadian Royalty Adjustment, it shall pay the amount of the Tax Benefit to GroceryCo within thirty days of Effective Realization of such Tax Benefit.

(ii) Notwithstanding any other provisions of this Article IV, if, pursuant to a Final Determination, there is a Canadian Royalty Adjustment that results in an increase of a royalty payment deemed to be paid for Tax purposes by GroceryCo Canada to Brands LLC and GroceryCo (or any member of its Group) realizes a Tax Benefit with respect to any Pre-Distribution Period that it would not have realized but for the Canadian Royalty Adjustment, it shall pay the amount of the Tax Benefit to SnackCo within thirty days of Effective Realization of such Tax Benefit.

(iii) For purposes of determining the Tax Benefits Effectively Realized by either Party (or by any member of either Party's Group) as a result of a Canadian Royalty Adjustment, the effect of any foreign tax credits shall not be taken into account.

(b) Cooperation. If a Canadian Royalty Adjustment is proposed, the Parties shall cooperate in good faith and take all actions reasonably necessary to minimize the aggregate Tax liability of the Parties and to obtain any Tax Benefits resulting from such adjustment, including without limitation, filing one or more claims for refund (or protective claims) or seeking competent authority relief. In the event that the Parties seek competent authority relief, it is the intention of the Parties that any result negotiated with the competent authorities would produce the same aggregate Tax liability among the Parties as would result if they remained members of the same affiliated group. Accordingly, the Parties shall cooperate and act in good faith to negotiate such result and shall take such actions as may be reasonably necessary to achieve such result.

(c) Special Issues Attributable to Reductions in Royalty Payments.

(i) In the event there is an agreement between the competent authorities concerning a Canadian Royalty Adjustment that results in a reduction in a royalty deemed to be paid by GroceryCo Canada to Brands LLC, the Parties anticipate that it will be necessary for the excess royalty to be repaid to GroceryCo Canada to avoid the characterization for tax purposes of such excess royalty as a deemed dividend from GroceryCo Canada to Brands LLC. If GroceryCo Canada and Brands LLC had remained members of the same affiliated group, the Parties agree that Brands LLC or its successor would have repaid the excess royalty to GroceryCo Canada in accordance with the procedures established in Revenue Procedure 99-32 (or such other similar procedures as may be agreed by the competent authorities).

(ii) To achieve the same result that would occur if the Parties had remained members of the same affiliated group, the Parties will seek to structure any agreement with the competent authorities so that: (a) a payment will be made to GroceryCo Canada to repay the excess royalty; (b) the payment described in (a) will eliminate any deemed dividend attributable to the excess royalty in both the United States and Canada; (c) the payment in (a) will not result in a permanent transfer of cash from the SnackCo Post-Distribution Group to the GroceryCo Post-Distribution Group; and (d) any mechanism put in place to avoid the result described in (c) will not result in any member of the SnackCo Post-Distribution Group recognizing income in the United States or Canada.

(iii) Consistent with the principles outlined in (ii) above, the Parties will seek to negotiate the following arrangement with the competent authorities: (a) GroceryCo, as the successor in interest for U.S. tax purposes to Kraft Foods Global Brands, Inc. and as the obligor for such liability under the Assumption and Payment Agreement by and between GroceryCo and Brands LLC, will repay or cause to be repaid any excess royalty to GroceryCo Canada consistent with the procedures set forth in Revenue Procedure 99-32 and (b) the payment described in (a) will eliminate any deemed dividend attributable to the excess royalty in both the United States and Canada.

ARTICLE V

INDEMNIFICATION

5.01 General Indemnification.

(a) SnackCo shall indemnify each member of the GroceryCo Post-Distribution Group against and hold it harmless from (i) any SnackCo Liability and (ii) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorney's fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any SnackCo Liability.

(b) GroceryCo shall indemnify each member of the SnackCo Post-Distribution Group against and hold it harmless from (i) any GroceryCo Liability and (ii) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorney's fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any GroceryCo Liability.

5.02 Indemnification for Non-Canadian Transaction Taxes.

(a) Notwithstanding any other provision of this Agreement to the contrary, SnackCo shall indemnify and hold harmless each member of the GroceryCo Post-Distribution Group from and against (i) any and all Non-Canadian Transaction Taxes that are not the responsibility of GroceryCo pursuant to Section 5.02(b) of this Agreement and (ii) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorney's fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax described in this subsection.

(b) Notwithstanding Section 5.02(a) of this Agreement, GroceryCo shall indemnify and hold harmless each member of the SnackCo Post-Distribution Group from and against (i) any and all Non-Canadian Transaction Taxes to the extent that such Tax results from or is attributable to (1) any act or failure to act on the part of GroceryCo (or any member of the GroceryCo Post-Distribution Group) following the Distribution or (2) any breach by GroceryCo (or any other member of the GroceryCo Post-Distribution Group) of any of the representations or covenants set forth in Articles VI and VII of this Agreement or any representations or covenants made by GroceryCo (or any member of the GroceryCo Post-Distribution Group) in the Ruling and Tax Opinion Documents and (ii) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorney's fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax described in this subsection.

5.03 Indemnification for Canadian Transaction Taxes.

(a) Notwithstanding any other provision of this Agreement to the contrary, GroceryCo shall indemnify and hold harmless each member of the SnackCo Post-Distribution Group from and against (i) any and all Canadian Transaction Taxes that are not the responsibility of SnackCo pursuant to Section 5.03(b) of this Agreement and (ii) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorney's fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax described in this subsection.

(b) Notwithstanding Section 5.03(a) of this Agreement, SnackCo shall indemnify and hold harmless each member of the GroceryCo Post-Distribution Group from and against (i) any and all Canadian Transaction Taxes to the extent that such Tax results from or is attributable to (1) any act or failure to act on the part of SnackCo (or any member of the SnackCo Post-Distribution Group) following the Distribution or (2) any breach by SnackCo (or any other member of the SnackCo Post-Distribution Group) of any of the representations or covenants set forth in Articles VI and VII of this Agreement or any representations or covenants made by SnackCo (or any member of the SnackCo Post-Distribution Group) in the Ruling and Tax Opinion Documents and (ii) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorney's fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax described in this subsection.

5.04 Indemnification Payments. In the event that a Party is entitled to receive indemnification under this Article V with respect to any Tax for which there has been a Final Determination, such Party ("Indemnified Party") shall send to the other Party ("Indemnifying Party") an invoice requesting payment accompanied by a statement describing in reasonable detail the amount owed and the particulars relating thereto. The Indemnifying Party shall pay to the Indemnified Party any payment owed under this Article V within thirty days (or within another time period mutually agreed to by the Parties) after the receipt of the invoice for such payment.

ARTICLE VI

REPRESENTATIONS

6.01 SnackCo and GroceryCo Representations. SnackCo and GroceryCo each represent that the information and representations furnished by SnackCo (or any member of the SnackCo Post-Distribution Group) or GroceryCo (or any member of the GroceryCo Post-Distribution Group), as the case may be, in any Ruling and Tax Opinion Documents are accurate and complete as of the date hereof.

ARTICLE VII

COVENANTS

7.01 SnackCo and GroceryCo Covenants. SnackCo and GroceryCo each covenant (i) to use its best efforts to verify that the foregoing representations made by it in Article VI are accurate and complete as of the Distribution Date and (ii) that if, after the date hereof, it obtains information indicating, or otherwise becomes aware, that any such representations are or may be inaccurate or incomplete, promptly to inform SnackCo or GroceryCo, as the case may be.

7.02 Specific GroceryCo Covenants. GroceryCo may not take, and shall cause each member of the GroceryCo Post-Distribution Group not to take, any action inconsistent with the representations in Section 6.01 of this Agreement and the covenants in this Section 7.02 unless, prior to taking such action, GroceryCo (i) provides notification, upon determining that it shall pursue such action, to SnackCo of its plans with respect to such action, and promptly responds to any inquiries made by SnackCo following such notification and (ii) obtains a Ruling from the IRS or obtains an opinion of a nationally recognized law firm that provides that such action will not cause the failure of Tax-Free Status. Notwithstanding the foregoing, the receipt of a Ruling or of an opinion described in clause (ii) above shall not relieve GroceryCo of any of its liabilities or obligations under this Agreement, including, but not limited to, any GroceryCo indemnity obligation arising under Section 5.02(b) of this Agreement. GroceryCo covenants to SnackCo that:

(a) During the two-year period following the Distribution Date, GroceryCo shall not (i) liquidate or (ii) merge or consolidate with any other Person in one or more transactions pursuant to which the shareholders of the other Person(s) in such transaction(s) hold directly or indirectly a forty-two percent or greater interest (by vote or value) in the combined company.

(b) During the two-year period following the Distribution Date, GroceryCo and any Subsidiary or group of Subsidiaries that acquire all or substantially all of the GroceryCo's assets shall not transfer all or substantially all of its assets that constitute GroceryCo's active trade or business used to satisfy Section 355(b) of the Code to any entity not a member of the GroceryCo Post-Distribution Group in any transaction.

(c) During the two-year period following the Distribution Date, GroceryCo directly or indirectly through one or more Subsidiaries shall continue the active conduct of its trade or business used to satisfy Section 355(b) of the Code.

(d) GroceryCo shall not redeem or repurchase GroceryCo stock in a manner contrary to the requirements of Revenue Procedure 96-30 (or any Revenue Procedure replacing or superseding Revenue Procedure 96-30) or in any other manner contrary to the representations made in the Ruling and Tax Opinion Documents.

(e) During the two-year period following the Distribution Date, GroceryCo shall not issue, in one or more transactions, GroceryCo stock (or any instrument that is convertible or exchangeable into such GroceryCo stock) that in the aggregate represents more than a forty-two percent interest (by vote or value) of GroceryCo.

(f) During the two-year period following the Distribution Date, GroceryCo shall not enter into any negotiations, agreements, understandings, or arrangements with respect to transactions or events (including, without limitation, stock issuances, pursuant to the exercise of options or otherwise, option grants, capital contributions or acquisitions or a series of such transactions or events, but excluding the Distribution) that would be reasonably likely, alone or in the aggregate, to cause the Distribution to be treated as part of a plan (i) pursuant to which one or more Persons would acquire directly or indirectly stock of GroceryCo representing a forty-two percent or greater interest (by vote or value) or (ii) which would result in a transaction described in Section 7.02(a) above.

(g) GroceryCo shall not otherwise take any action or fail to take any other action, which action or failure to act would be reasonably likely to result in the imposition of Non-Canadian Transaction Taxes.

(h) For purposes of paragraphs (a), (e), and (f) of this Section 7.02, whether a forty-two percent or greater ownership change is or would be involved in one or more transactions shall be determined under multiple methods that reflect the differing number of GroceryCo shares outstanding at various times (e.g., on the Distribution Date, immediately prior to each transaction, etc.) and the method chosen shall be the one that results in the largest potential ownership change.

7.03 Canadian Butterfly Transactions.

(a) SnackCo and GroceryCo each covenant that it knows of no fact (other than the facts disclosed in any Ruling request submitted to the CRA prior to the date hereof) that may cause the Butterfly Transactions to fail to have Canadian Tax-Free Status; and SnackCo covenants that it, and each member of the SnackCo Post-Distribution Group, has no plan or intention to take any action inconsistent with any request for a Ruling submitted to the CRA or the Canadian Tax-Free Status or the covenants set forth in this Agreement.

(b) SnackCo will not take or fail to take, or permit any member of its Group to take or fail to take, any action (which includes the undertaking of any transaction) where that action or omission would (i) violate, be inconsistent with or cause to be untrue any covenant, representation or statement made in any Ruling request submitted to the CRA or (ii) prevent, or be reasonably likely to prevent, or be inconsistent with, the Canadian Tax-Free Status.

(c) If SnackCo (or any member of the SnackCo Post-Distribution Group) intends during the two-year period following the Distribution to undertake any transaction that would be reasonably likely to cause the Butterfly Transactions to fail to qualify for Canadian Tax-Free Status, it shall not undertake such transaction without first obtaining a supplementary Ruling or opinion of a nationally recognized law firm that provides that such transaction will not cause the Butterfly Transactions to fail to qualify for Canadian Tax-Free Status. Notwithstanding the foregoing, the receipt of any Ruling or opinion of a nationally recognized law firm shall not relieve SnackCo of any of its indemnity obligations arising under Article V of this Agreement.

ARTICLE VIII

TAX CONTESTS

8.01 Notice. Each Party shall provide (and shall cause the members of its Group to provide) prompt notice to the other Party of any written communication from a Taxing Authority regarding any pending or threatened Tax audit, assessment or proceeding, or other Tax Contest of which it becomes aware (i) related to any Tax for which it or any member of its Group is indemnified by the other Party under this Agreement, (ii) the resolution of which has the potential to affect the Tax liability of the other Party or any member of its Group under this Agreement or (iii) related to any Residual Indemnity Obligation, Specified Indemnity Obligation, or FIN 45 Indemnity Obligation for which the other Party or any member of such Party's Group would be liable under this Agreement. Such notice shall attach copies of the pertinent portion of any written communication from a Taxing Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Taxing Authority in respect of any such matters.

8.02 Representation with Respect to Tax Contests.

(a) General. The Controlling Party with respect to any Tax Contest shall have the right to control such Tax Contest, including the right to (i) contest, compromise, or settle any adjustment or deficiency proposed, asserted or assessed as a result of any audit with respect to such Tax; (ii) file, prosecute, compromise or settle any claim for refund with respect to such Tax; and (iii) determine whether any refunds with respect to such Tax shall be paid by way of refund or credited against any liability for any other Tax; provided, however, that, in settling any Tax Contest related to U.S. Federal Income Taxes the compromise or resolution of which could result in GroceryCo (or any member of the GroceryCo Post-Distribution Group) having an increased liability for State Income Taxes (a "Specified U.S. Income Tax Contest"), SnackCo shall reasonably attempt to compromise or settle such Specified U.S. Income Tax Contest in a manner that would minimize any resulting GroceryCo liability (or the liability of any member of the GroceryCo Post-Distribution Group) for State Income Taxes, unless doing so would have a material adverse effect on SnackCo.

(b) Non-Canadian Transaction Tax Contests. Notwithstanding Section 8.02(a) of this Agreement, SnackCo shall have sole control over any Non-Canadian Transaction Tax Contest, unless GroceryCo acknowledges in writing that it has sole liability under Section 5.02(b) of this Agreement for any Non-Canadian Transaction Taxes that may arise in such Non-Canadian Transaction Tax Contest, in which case GroceryCo shall have sole control over such Non-Canadian Transaction Tax Contest.

(c) Canadian Transaction Tax Contests. Notwithstanding Section 8.02(a) of this Agreement, GroceryCo shall have sole control over any Canadian Transaction Tax Contest, unless SnackCo acknowledges in writing that it has sole liability under Section 5.03(b) of this Agreement for any Canadian Transaction Taxes that may arise in such Canadian Transaction Tax Contest, in which case SnackCo shall have sole control over such Canadian Transaction Tax Contest.

(d) Information. The Controlling Party shall keep the Non-Controlling Party timely informed with respect to any material information (including, but not limited to, any decision to commence litigation) relating to (i) any Tax Contest that has the potential to affect the Tax liability of the Non-Controlling Party (or any member of its Group) or (ii) any Tax Contest related to any Transaction Taxes.

(e) Participation Rights. The Non-Controlling Party shall have the right, at its own expense, to participate in (including the opportunity to review and provide reasonable comments on the Controlling Party's communications with a Taxing Authority or any court of law) and advise on (including any strategy for settlement) any Tax Contest that (i) has the potential to affect the Tax liability of the Non-Controlling Party if (1) such Tax Contest is in litigation or (2) such Tax Contest involves an issue with respect to which the IRS has asserted an adjustment in taxable income of at least $100,000,000 in a revenue agent's report or (ii) relates to Canadian Transaction Taxes if (1) such Tax Contest is in litigation or (2) such Tax Contest involves an issue with respect to which the CRA has asserted an adjustment in taxable income of at least $100,000,000 in a 30-day proposal letter. For the avoidance of doubt, the Controlling Party shall continue to have all rights and authority to control the Tax Contest as set forth in Sections 8.02(a), (b), or (c) of this Agreement regardless of whether the Non-Controlling Party has exercised its participation rights under this Section 8.02(e).

(f) Failure to Notify. The failure of one Party (or any member of its Group) to timely forward notification in accordance with Section 8.01 of this Agreement shall not relieve the other Party of any obligation to pay such Tax or adjustment or indemnify the first Party, except to the extent the other Party (or any member of its Group) was actually materially prejudiced by such failure, and in no event shall such failure relieve the other Party from any other liability or obligation which it may have to the first Party.

(g) Costs. The Controlling Party shall be liable for all costs incurred in connection with a Tax Contest (including any Tax Contest related to any Transaction Taxes), including (i) the payment of any Tax in the event the Controlling Party seeks to litigate any Tax refund in a refund forum, (ii) the posting of any bond or making of any deposit required in connection with such Tax Contest or (iii) the payment of any other amount required to be paid under applicable law with respect to any assessment of Tax whether or not such assessment is subject to further dispute or challenge.

ARTICLE IX

PAYMENTS

9.01 Method of Payment. All payments required by this Agreement shall be made by (i) wire transfer to the appropriate bank account as may from time to time be designated by the Parties for such purpose, or (ii) any other method agreed to by the Parties. All payments due under this Agreement shall be deemed to be paid when available funds are actually received by the payee.

9.02 Interest. Any payment required to be made by this Agreement that is not made on or before the date required hereunder shall accrue interest at a rate equal to the rate of interest from time to time announced publicly by *The Wall Street Journal* as its prime rate, calculated on the basis of a year of 365 days and the number of days elapsed.

9.03 Characterization of Payments. For all Tax purposes, except as otherwise required pursuant to a Final Determination or other applicable law, the Parties hereto agree to treat, and to cause their respective affiliates to treat, any payment required by this Agreement (to the extent not otherwise treated as a payment in respect of an existing intercompany account) either as a contribution by SnackCo to GroceryCo or as a distribution by GroceryCo to SnackCo, as the case may be, occurring immediately prior to the Distribution.

9.04 Tax Gross Up. In the event that a Party (or member of its Group) receives any indemnity payment under Article V of this Agreement and suffers a Tax Detriment attributable to the receipt of such payment, the amount of such payment shall be increased to place the Party (or member of its Group) receiving the payment in the same after-Tax position it would have enjoyed if there was no Tax Detriment associated with such payment. For the avoidance of doubt, no other payments under this Agreement shall be grossed up, including but not limited to payments made pursuant to Article IV of this Agreement.

9.05 Recoverable Taxes. If a Party (or member of its Group) receives any indemnity or reimbursement payment under this Agreement attributable to a Recoverable Tax that was considered non-recoverable and such Recoverable Tax is later recovered, such Party (or member of its Group) will return the portion of the payment it received attributable to the recovered portion of such Recoverable Tax (determined on a first in, first out basis) to the other Party within thirty days of the date such recovery is Effectively Realized.

ARTICLE X

MISCELLANEOUS

10.01 Cooperation and Exchange of Information.

(a) SnackCo and GroceryCo shall each cooperate fully (and shall cause each member of its respective Group to cooperate fully) with all reasonable requests from the other Party in connection with (1) the preparation and filing of Tax Returns and claims for refund, (2) Tax Contests, (3) the application of Article IV of this Agreement, and (4) all other matters or issues covered by this Agreement (including, without limitation, cooperating in meeting those deadlines reasonably established and determined by the Filing Party or Controlling Party, as the case may be, to facilitate the timely filing of any Tax Return or any filing related to a Tax Contest). Such cooperation shall include, without limitation:

(i) retaining until the expiration of the applicable statute of limitations, and the provision upon request, of Tax Returns, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to the Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities;

(ii) executing any document that may be necessary or reasonably helpful in connection with any Tax Contest, or the filing of a Tax Return or refund claim by a member of the SnackCo Post-Distribution Group or the GroceryCo Post-Distribution Group, including certification, to the best of a member's knowledge, of the accuracy and completeness of the information it has supplied;

(iii) taking any action (e.g., filing a Ruling request with the relevant Taxing Authority or executing a power of attorney) that is reasonably necessary in order to prepare, file, amend, or take any other action with respect to Tax Returns;

(iv) determining the liability for and the amount of any Taxes, Residual Indemnity Obligations, Specified Indemnity Obligations, or FIN 45 Indemnity Obligations due or the right to and the amount of any refunds of Tax, Residual TSA Receivables, Specified TSA Receivables, or FIN 45 TSA Receivables;

(v) for each Tax Return that includes any Pre-Distribution Period or any Tax Return filed with respect to the year of the Distribution (including any short-year Tax Returns), using the same Tax Return preparation software used to file the SnackCo Consolidated Return Group's consolidated U.S. Federal Income Tax Return;

(vi) using best efforts to obtain any documentation that may be necessary or reasonably helpful in connection with any of the foregoing;

(vii) using best efforts to calculate and determine any Tax Benefit or Tax Detriment;

(viii) using best efforts to obtain any refund, credit, or other Tax Benefit governed by Section 4.04 of this Agreement, including, for the avoidance of doubt, filing a claim for a protective refund at the request of the other Party;

(ix) using best efforts to make the applicable Party's (or member of its Group's) current or former directors, officers, employees, agents and facilities available on a reasonable and mutually convenient basis in connection with the foregoing matters;

(x) coordinate in connection with entering into any advance pricing agreement with respect to any jointly owned, controlled, or used intellectual property;

(xi) providing notice it is reasonably likely to carry back a Tax Attribute under Section 4.01 of this Agreement; and

(xii) participating in regularly scheduled meetings between the Parties to further the purposes of this Agreement.

(b) If a Party (or any member of its Group) fails to comply with any of its obligations set forth in Section 10.01(a) of this Agreement upon reasonable request and notice by the other Party, and such failure results in the imposition of additional Taxes, the nonperforming Party shall be liable in full for such additional Taxes.

(c) Unless otherwise provided, each Party shall bear its own costs and expenses in complying with Section 10.01(a).

(d) Competent Authority Claims. Notwithstanding any other provision of this Agreement, in the event that SnackCo (or a member of the SnackCo Post-Distribution Group), on the one hand, or GroceryCo (or a member of the GroceryCo Post-Distribution Group), on the other hand, has notice of a potential adjustment that may result in a Tax Detriment to either Party (or a member of their respect Group), the Parties shall cooperate (and shall cause the members of its respective Group to cooperate) pursuant to this Section 10.01 to seek any competent authority relief that may be available with respect to such potential adjustment. Notwithstanding any other provision of this Agreement, (i) the Parties shall jointly control and shall cooperate in the handling of any competent authority claims and (ii) the Party that requests the other Party to seek competent authority relief shall (A) be responsible for the preparation of any required filings and (B) bear the cost associated with such filings.

(e) Upon the reasonable request of either Party, the Parties shall enter (and shall cause the appropriate member(s) of its respective Group to enter) into a written joint defense agreement in a form reasonably acceptable to both Parties or take such other action as reasonably necessary to protect any privilege (including, but not limited to, any privilege arising under or relating to the attorney-client relationship, the accountant-client privilege, or any work-product).

(f) In the event that the Butterfly Transactions fail to qualify for Canadian Tax-Free Status, the Parties shall cooperate and provide reasonable assistance (and shall cause the appropriate members of their Group to cooperate and provide reasonable assistance) to minimize any adverse Tax consequences that may result from such failure.

10.02 Retention of Records. A Party intending to dispose of documentation of SnackCo (or any other member of the SnackCo Post-Distribution Group) or GroceryCo (or any other member of the GroceryCo Post-Distribution Group), including without limitation, books, records, Tax Returns and all supporting schedules and information relating thereto (after the expiration of the applicable statute of limitations), which relates to Tax Returns described in Article III of this Agreement (to the extent it affects the Tax liability of GroceryCo (or any other member of the GroceryCo Post-Distribution Group) or SnackCo (or any other member of the

SnackCo Post-Distribution Group)) shall provide written notice to the other Party describing the documentation to be destroyed or disposed of at least sixty days prior to taking such action. The other Party may arrange to take delivery of the documentation described in the notice at its expense during the succeeding sixty day period. The documentation described in the notice shall not be disposed of prior to the end of the sixty day period without the affirmative written consent of an officer of the notified Party.

10.03 Dispute Resolution. Any and all disputes between the Parties relating to this Agreement, including the interpretation or application thereof, shall be resolved through the procedures provided in Article VII of the Distribution Agreement.

10.04 Changes in Law. Any reference to a provision of the Code or a law of another jurisdiction shall include a reference to any applicable successor provision or law. If, due to any change in applicable law or regulations or their interpretation by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement or any transaction contemplated thereby shall become unlawful, impracticable or impossible, the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

10.05 Confidentiality. Except as reasonably necessary to prepare any Tax Return or contest any Tax Contest, each Party shall (and shall cause the members of its respective Group to) hold and cause its (or any member of its Group's) directors, officers, employees, advisors and consultants to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information (other than any such information relating solely to the business or affairs of such Party or its Group) concerning the other Party (or any member of its Group) hereto furnished to it by such other Party or its representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (i) in the public domain through no fault of such Party (or any member of its Group), (ii) later lawfully acquired from other sources not known to be under a duty of confidentiality by the Party (or any member of its Group) to which it was furnished or (iii) independently developed), and each Party shall not (and shall cause the members of its Group not to) release or disclose such information to any other Person, except its (or a member of its Group's) directors, officers, employees, auditors, attorneys, financial advisors, bankers and other consultants who shall be advised of and agree to be bound by the provisions of this Section 10.05. Each Party shall be deemed to have satisfied its obligation to hold confidential information concerning or supplied by the other Party if it exercises the same care as it takes to preserve confidentiality for its own similar information.

10.06 Successors. This agreement shall be binding on and inure to the benefit of any successor, by merger, acquisition of assets or otherwise, to any of the Parties hereto (including, but not limited to, any successor of SnackCo or GroceryCo succeeding to the tax attributes of such Party under Section 381 of the Code), to the same extent as if such successor had been an original Party hereto.

10.07 Authorization, etc. Each of the Parties hereto hereby represents and warrants that it has the power and authority to execute and deliver, and perform its obligations under, this Agreement; that this Agreement has been duly authorized by all necessary corporate action on the part of such Party; that this Agreement constitutes a legal, valid and binding obligation of each such Party; and that the execution, delivery and performance of this Agreement by such Party does not contravene or conflict with any provision of law or of its charter or bylaws or any agreement, instrument or order binding on such Party.

10.08 Notices. All notices, requests, and other communications to any Party hereunder shall be in writing (including electronic mail and facsimile transmission) and shall be given to:

If to SnackCo, to:

Kraft Foods Inc.
Three Parkway North
Deerfield, IL 60015
Attn: Vice President, Corporate Taxes

If to GroceryCo, to:

Kraft Foods Group, Inc.
Three Lakes Drive
Northfield, IL 60093
Attn: Senior Director, Corporate Tax

10.09 Entire Agreement. This Agreement contains the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes any prior tax sharing agreements, and such prior tax sharing agreements shall have no further force and effect; provided, however, that regardless of whether this Agreement specifically refers to any prior tax sharing agreement entered into by the Parties, that payments already made and actions already taken pursuant to any such prior tax sharing agreement shall be taken into account in determining the respective rights and obligations of the Parties pursuant to this Agreement. In addition, the provisions of any prior tax sharing agreement shall be taken into account to the extent necessary for the implementation of this Agreement but only if not inconsistent with the provisions of this Agreement. If and to the extent that the provisions of this Agreement conflict with the Distribution Agreement or any other agreement entered into in connection with the Distribution, the provisions of this Agreement shall control.

10.10 Section Captions. Section captions used in this Agreement are for convenience and reference only and shall not affect the construction of this Agreement.

10.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (other than the laws regarding choice of laws and conflicts of laws) as to all matters, including matters of validity, construction, effect, performance and remedies; provided, however, that the United States Arbitration Act, 9 U.S.C. §§ 1-16 (as may be amended from time to time) shall govern the matters described in Section 10.03 of this Agreement.

10.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

10.13 References Include Group Members. Any reference to SnackCo, GroceryCo, or the Parties shall be interpreted to include the members of each Party's respective Group as necessary to implement the intention of the Parties.

10.14 Waivers and Amendments. This Agreement shall not be waived, amended or otherwise modified except in writing, duly executed by all of the Parties hereto.

10.15 Effective Date. This Agreement shall be effective as of the Distribution Date.

10.16 Termination. Unless otherwise terminated under Section 8.3 of the Distribution Agreement, this Agreement shall remain in force and be binding so long as the applicable period of assessments (including extensions) remains unexpired for any Taxes contemplated by this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

Kraft Foods Inc.

By: /s/ Gerhard Pleuhs
Name: Gerhard Pleuhs
Title: Authorized Signatory

Kraft Foods Group, Inc.

By: /s/ Timothy R. McLevish
Name: Timothy R. McLevish
Title: Authorized Signatory

Exhibit 10.2

FINAL VERSION

EMPLOYEE MATTERS AGREEMENT

between

KRAFT FOODS INC.

and

KRAFT FOODS GROUP, INC.

Dated as of September 27, 2012

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EMPLOYEE MATTERS AGREEMENT

EMPLOYEE MATTERS AGREEMENT, dated as of September 27, 2012 (this "Employee Matters Agreement"), between Kraft Foods Inc., a Virginia corporation ("Kraft Foods Inc." or "SnackCo"), and Kraft Foods Group, Inc., a Virginia corporation ("GroceryCo").

RECITALS

A. The parties to this Employee Matters Agreement have entered into the Separation and Distribution Agreement (the "Separation Agreement"), dated as of the date hereof, pursuant to which Kraft Foods Inc. intends to distribute to its shareholders, on a pro rata basis, all the outstanding shares of common stock, no par value, of GroceryCo then owned by Kraft Foods Inc. (the "Distribution").

B. The parties wish to set forth their agreements as to certain matters regarding the treatment of, and the compensation and employee benefits provided to, current and former employees of SnackCo and GroceryCo and their Subsidiaries.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows, effective as of the Distribution Date:

ARTICLE I
DEFINITIONS

Section 1.1 Table of Definitions. The following terms have the meanings set forth on the pages referenced below:

Section 1.2 Certain Defined Terms. For the purposes of this Employee Matters Agreement:

"Affiliate" of any Person means a Person that controls, is controlled by, or is under common control with such Person; provided, however, that for purposes of this Employee Matters Agreement, from and after the Distribution, none of the SnackCo Entities shall be deemed to be an Affiliate of any GroceryCo Entity and none of the

GroceryCo Entities shall be deemed to be an Affiliate of any SnackCo Entity. As used in this definition of "Affiliate," "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

"Benefit Plan" means, with respect to an entity, each plan, program, policy, agreement, arrangement or understanding that is maintained primarily for the benefit of employees in the United States or Puerto Rico and is a deferred compensation, executive compensation, incentive bonus or other bonus, pension, profit sharing, savings, retirement, severance pay, salary continuation, life, death benefit, health, hospitalization, sick leave, vacation pay, disability or accident insurance or other employee benefit plan, program, agreement or arrangement, including any "employee benefit plan" (as defined in Section 3(3) of ERISA) sponsored, maintained or contributed to by such entity or to which such entity is a party or under which such entity has any obligation; provided that no Kraft Foods Equity Compensation Award, nor any plan under which any such Kraft Foods Equity Compensation Award is granted, shall constitute a "Benefit Plan" under this Employee Matters Agreement. In addition, no Employment Agreement shall constitute a Benefit Plan for purposes hereof.

"Distribution Date" means the date, determined by the Kraft Foods Inc. Board of Directors, on which the Distribution occurs.

"Distribution Ratio" means the number of shares of GroceryCo Common Stock to be distributed in respect of each share of Kraft Foods Common Stock in the Distribution, which ratio shall be determined by the Kraft Foods Inc. Board of Directors prior to the Record Date.

"Employment Agreement" means any individual employment, retention, consulting, change in control, split dollar life insurance, sale bonus, incentive bonus, severance or other individual compensatory agreement between any current or former employee and Kraft Foods Inc. or any of its Affiliates.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Fair Value" means, in the case of GroceryCo Options and SnackCo Options, the anticipated value of the options, determined using the Modified Black-Scholes option pricing model used by Kraft Foods Inc. in the preparation of its most recent annual or quarterly financial reporting prepared before the Distribution Date with such modifications as may be determined before the Distribution Date by Kraft Foods Inc.

"Former Cadbury Employee" means any individual who (i) was employed by Cadbury Limited (formerly Cadbury plc) or an Affiliate of Cadbury Limited prior to the acquisition by Kraft Foods Inc. of the outstanding ordinary shares of Cadbury Limited, and (ii) terminated employment with Kraft Foods Inc. and its Affiliates (or the predecessors thereof, including Cadbury Limited and its Affiliates) prior to the close of business on the Distribution Date.

"Former GroceryCo Business Employee" means any individual who (i) before the close of business on the Distribution Date retired or otherwise separated from service from Kraft Foods Inc. and its Affiliates, and (ii) is not a Former SnackCo Business Employee or a Former Cadbury Employee; provided, however, that any individual who otherwise would be treated as a Former SnackCo Business Employee hereunder shall be treated as a Former GroceryCo Business Employee if such individual is receiving or is eligible to commence receiving severance benefits from Kraft Foods Inc. or an Affiliate immediately prior to the Distribution Date.

"Former SnackCo Business Employee" means any individual (i) who before the close of business on the Distribution Date retired or otherwise separated from service from Kraft Foods Inc. and its Affiliates, and (ii) whose last day worked with Kraft Foods Inc. and its Affiliates prior to the close of business on the Distribution Date was with (A) the SnackCo Business, or (B) SnackCo or any Person that will be a direct or indirect Subsidiary of SnackCo immediately after the Distribution. However, any individual who otherwise would be treated as a Former SnackCo Business Employee hereunder shall be treated as a Former GroceryCo Business Employee if such individual is receiving or is eligible to commence receiving severance benefits from Kraft Foods Inc. or an Affiliate immediately prior to the Distribution Date. Except as specifically provided herein, and notwithstanding the immediately-preceding sentence, each Former Cadbury Employee shall also be treated as a Former SnackCo Business Employee.

"GroceryCo Benefit Plan" means any Benefit Plan sponsored or maintained by any member of the GroceryCo Group. GroceryCo Benefit Plan shall also mean any multiemployer plan (as defined in Section 3(37) of ERISA) to which any member of the GroceryCo Group contributes for the benefit of its employees. For the avoidance of doubt, no member of the GroceryCo Group shall be deemed to sponsor or maintain any Benefit Plan if its relationship to such Benefit Plan is solely to administer such Benefit Plan or provide to SnackCo any reimbursement in respect of such Benefit Plan. The GroceryCo Benefit Plans (excluding any multiemployer plans) shall be those Benefit Plans sponsored solely by one or more members of the GroceryCo Group following the Distribution Date. For the avoidance of doubt, no Benefit Plan sponsored or maintained by Kraft Foods Inc. or its Affiliates outside the United States (including its territories) and Canada as of the Distribution Date shall be a GroceryCo Benefit Plan, and the GroceryCo Group shall have no liability with respect to any such Benefit Plan.

"GroceryCo Common Stock" means the common stock, no par value, of GroceryCo.

"GroceryCo Deferred Stock Unit" means a deferred stock obligation relating to GroceryCo Common Stock granted by GroceryCo as of the Distribution Date under a GroceryCo Performance Incentive Plan pursuant to Section 8.1(a)(ii)(B).

"GroceryCo Employee" means each individual who, as of the close of business on the Distribution Date, is employed by a member of the GroceryCo Group (including, for the avoidance of doubt, any such individual who is on a leave of absence, whether paid or unpaid, from which such employee is permitted to return (in accordance with GroceryCo's personnel policies)). GroceryCo Employees also include GroceryCo Transferees, effective as of the Applicable Transfer Date.

"GroceryCo Employment Agreement" means any Employment Agreement to which any member of the GroceryCo Group is a party. The GroceryCo Employment Agreements shall be the responsibility of one or more members of the GroceryCo Group following the Distribution Date.

"GroceryCo Equity Compensation Award" means each GroceryCo Option, GroceryCo SAR, GroceryCo Performance Share, GroceryCo Restricted Share or GroceryCo Deferred Stock Unit.

"GroceryCo Option" means an option to acquire GroceryCo Common Stock granted by GroceryCo as of the Distribution Date under a GroceryCo Performance Incentive Plan pursuant to Section 8.1(a)(i)(B).

"GroceryCo Performance Incentive Plans" means the Kraft Foods Group, Inc. 2012 Performance Incentive Plan and any stock-based or other incentive plan identified by GroceryCo before the Distribution Date.

"GroceryCo Performance Share" means performance-based awards of shares of GroceryCo Common Stock granted by GroceryCo as of the Distribution Date under a GroceryCo Performance Incentive Plan pursuant to Section 8.1(a)(iii)(A).

"GroceryCo Price" means the Kraft Foods Pre-Adjustment Price multiplied by a fraction, (a) the numerator of which is the closing price of GroceryCo Common Stock on the NASDAQ Global Select Market on the Distribution Date (as traded on the "when issued" market) and (b) the denominator of which is the sum of the numerator multiplied by the Distribution Ratio plus the closing price of SnackCo Common Stock on the NASDAQ Global Select Market on the Distribution Date (as traded on the "when issued" market).

"GroceryCo Restricted Share" means a share of restricted common stock relating to GroceryCo Common Stock granted by GroceryCo as of the Distribution Date under a GroceryCo Performance Incentive Plan pursuant to Section 8.1(a)(ii)(A).

"GroceryCo SAR" means a cash-settled stock appreciation right based on the value of GroceryCo Common Stock granted by GroceryCo as of the Distribution Date under a GroceryCo Performance Incentive Plan pursuant to Section 8.1(a)(i)(B).

"GroceryCo Welfare Plan" means each GroceryCo Benefit Plan that is a Welfare Plan.

"Intrinsic Value" means, with respect to each stock option and stock appreciation right, (i) the number of such options or stock appreciation rights, multiplied by (ii) the difference between the exercise price of such options or stock appreciation rights and (A) for Kraft Foods Options and Kraft Foods SARs, the Kraft Foods Pre-Adjustment Price, (B) for SnackCo Options and SnackCo SARs, the SnackCo Price, and (C) for GroceryCo Options and GroceryCo SARs, the GroceryCo Price.

"Kraft Foods Common Stock" means the Class A common stock, no par value, of Kraft Foods Inc.

"Kraft Foods Deferred Stock Unit" means a deferred stock obligation relating to Kraft Foods Common Stock granted by Kraft Foods Inc. under a Kraft Foods Performance Incentive Plan before the Distribution Date.

"Kraft Foods Equity Compensation Award" means each Kraft Foods Option, Kraft Foods SAR, Kraft Foods Performance Share, Kraft Foods Restricted Share or Kraft Foods Deferred Stock Unit.

"Kraft Foods Option" means an option to acquire Kraft Foods Common Stock granted by Kraft Foods Inc. under a Kraft Foods Performance Incentive Plan before the Distribution Date.

"Kraft Foods Performance Incentive Plans" means any of the Kraft Foods Inc. 2001 Performance Incentive Plan, the Kraft Foods Inc. 2005 Performance Incentive Plan, the Kraft Foods Inc. Amended and Restated 2005 Performance Incentive Plan, the Kraft Foods Inc. 2001 Compensation Plan for Non-Employee Directors, the Kraft Foods Inc. 2006 Stock Compensation Plan for Non-Employee Directors, the Kraft Foods Inc. Amended and Restated 2006 Stock Compensation Plan for Non-Employee Directors and any stock-based or other incentive plan identified by Kraft Foods Inc. before the Distribution Date.

"Kraft Foods Performance Share" means performance-based awards of shares of Kraft Foods Common Stock granted by Kraft Foods Inc. under a Kraft Foods Performance Incentive Plan before the Distribution Date.

"Kraft Foods Pre-Adjustment Price" means the closing price of Kraft Foods Common Stock on the NASDAQ Global Select Market on the Distribution Date (as traded on the "regular way" market).

"Kraft Foods Restricted Share" means a share of restricted common stock granted by Kraft Foods Inc. under a Kraft Foods Performance Incentive Plan before the Distribution Date.

"Kraft Foods SAR" means a cash-settled stock appreciation right based on the value of Kraft Foods Common Stock granted by Kraft Foods Inc. under a Kraft Foods Performance Incentive Plan before the Distribution Date.

"Liabilities" means any and all losses, claims, charges, debts, demands, Actions, damages, obligations, payments, costs and expenses, sums of money, bonds, indemnities and similar obligations, penalties, covenants, contracts, controversies, agreements, promises, omissions, guarantees, make whole agreements and similar obligations, and other liabilities, including all contractual obligations, whether absolute or

contingent, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and including those arising under any Law, Action, threatened or contemplated Action (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys' fees and any and all costs and expenses (including allocated costs of in-house counsel and other personnel), whatsoever incurred in investigating, preparing or defending against any such Actions or threatened or contemplated Actions), order or consent decree of any Governmental Authority or any award of any arbitrator of any kind, and those arising under any contract, commitment or undertaking, including those arising under this Employee Matters Agreement or incurred by a party hereto or thereto in connection with enforcing its rights to indemnification hereunder, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person.

"Option Conversion Ratio" means the ratio of the pre-adjustment exercise price of the applicable Kraft Foods Option or Kraft Foods SAR to the Kraft Foods Pre-Adjustment Price.

"Plan Payee" means, as to an individual who participates in a Benefit Plan, such individual's dependents, beneficiaries, alternate payees and alternate recipients, as applicable under such Benefit Plan.

"SnackCo Benefit Plans" means the SnackCo Retained Benefit Plans and the SnackCo Spinoff Plans.

"SnackCo Common Stock" means the Class A common stock, no par value, of SnackCo.

"SnackCo Deferred Stock Unit" means a deferred stock obligation relating to SnackCo Common Stock relating to a Kraft Foods Deferred Stock Unit described in Section 8.1(a)(ii)(B).

"SnackCo Employee" means each individual who, as of the close of business on the Distribution Date, is employed by a member of the SnackCo Group (including, for the avoidance of doubt, any such individual who is on a leave of absence, whether paid or unpaid, from which such employee is permitted to return (in accordance with SnackCo's personnel policies)). SnackCo Employees also include SnackCo Transferees, effective as of the Applicable Transfer Date.

"SnackCo Employment Agreement" means any Employment Agreement to which any member of the SnackCo Group is a party and to which no member of the GroceryCo Group is a party. The SnackCo Employment Agreements shall be the sole responsibility of one or more members of the SnackCo Group following the Distribution Date.

"SnackCo Equity Compensation Award" means each SnackCo Option, SnackCo SAR, SnackCo Performance Share, SnackCo Restricted Share or SnackCo Deferred Stock Unit.

"SnackCo Option" means an option to acquire SnackCo Common Stock relating to a Kraft Foods Option described in Section 8.1(a)(i)(A).

"SnackCo Performance Share" means performance shares of SnackCo Common Stock granted by SnackCo as of the Distribution Date under a SnackCo Performance Incentive Plan pursuant to Section 8.1(a)(iii)(B).

"SnackCo Price" means the Kraft Foods Pre-Adjustment Price multiplied by a fraction, (a) the numerator of which is the closing price of SnackCo Common Stock on the NASDAQ Global Select Market on the Distribution Date (as traded on the "when issued" market) and (b) the denominator of which is the sum of the numerator plus the closing price of GroceryCo Common Stock on the NASDAQ Global Select Market on the Distribution Date (as traded on the "when issued" market) multiplied by the Distribution Ratio.

"SnackCo Restricted Share" means a share of restricted common stock with respect to SnackCo Common Stock relating to Kraft Foods Restricted Shares pursuant to Section 8.1(a)(ii)(A).

"SnackCo Retained Benefit Plan" means any Benefit Plan that, as of the close of business on the day before the Distribution Date, is sponsored or maintained solely by any member of the SnackCo Group. SnackCo Retained Benefit Plan shall also mean any multiemployer plan (as defined in Section 3(37) of ERISA) to which any member of the SnackCo Group contributes for the benefit of its employees. For the avoidance of doubt, no member of the SnackCo Group shall be deemed to sponsor or maintain any Benefit Plan if its relationship to such Benefit Plan is solely to administer such Benefit Plan or provide to GroceryCo any reimbursement in respect of such Benefit Plan. The SnackCo Retained Benefit Plans (excluding any multiemployer plans) shall be sponsored solely by one or more members of the SnackCo Group following the Distribution Date.

"SnackCo SAR" means a cash-settled stock appreciation right with respect to SnackCo Common Stock relating to a Kraft Foods SAR described in Section 8.1(a)(i)(A).

"SnackCo Spinoff Plans" means the SnackCo Spinoff DB Plans, SnackCo Spinoff DC Plans, SnackCo Spinoff Nonqualified Plans and SnackCo Spinoff Welfare Plans.

"SnackCo Welfare Plan" means each SnackCo Benefit Plan that is a Welfare Plan.

"Split Plans" means the Split Welfare Plans, Split DB Plans, Split DC Plans and Split Nonqualified Plans.

"Welfare Plan" means each Benefit Plan that provides life insurance, health care, dental care, vision care, employee assistance programs (EAP), accidental death and dismemberment insurance, disability, severance, vacation or other group welfare or fringe benefits and is an "employee welfare benefit plan" as described in Section 3(1) of ERISA.

"Workers' Compensation Event" means the event, injury, illness or condition giving rise to a workers' compensation claim.

Section 1.3 Other Capitalized Terms. Capitalized terms not defined in this Employee Matters Agreement shall have the meanings ascribed to them in the Separation Agreement.

ARTICLE II
GENERAL PRINCIPLES; EMPLOYEE TRANSFERS

Section 2.1 SnackCo Group Employee Liabilities. Except as specifically provided in this Employee Matters Agreement, the SnackCo Group shall be solely responsible for (i) all employment, compensation and employee benefits Liabilities relating to SnackCo Employees and Former SnackCo Business Employees, (ii) all Liabilities arising under each SnackCo Benefit Plan and SnackCo Employment Agreement, (iii) except with respect to matters covered by Article VIII hereof, all Liabilities arising before the Distribution Date with respect to employment outside the United States (including its territories) and Canada by current or former employees of Kraft Foods Inc. and its Affiliates, and (iv) all Liabilities with respect to Benefit Plans maintained outside the United States (including its territories) and Canada (and the GroceryCo Group shall not retain or assume sponsorship of any such Benefit Plan).

Section 2.2 GroceryCo Group Employee Liabilities. Except as specifically provided in this Employee Matters Agreement, the GroceryCo Group shall be solely responsible for (i) all employment, compensation and employee benefits Liabilities relating to GroceryCo Employees and Former GroceryCo Business Employees, (ii) all Liabilities arising under each GroceryCo Benefit Plan and GroceryCo Employment Agreement, and (iii) such obligations as are assigned to the GroceryCo Group pursuant to Article VIII hereof.

Section 2.3 SnackCo Benefit Plans/GroceryCo Benefit Plans.

(a) Schedule 2.3 sets forth a complete list of all material SnackCo Benefit Plans. Effective immediately prior to the Distribution, SnackCo or another member of the SnackCo Group shall, as applicable in accordance with this Employee Matters Agreement, adopt, continue or, to the extent necessary, assume sponsorship of each SnackCo Benefit Plan, and the GroceryCo Group shall use reasonable efforts to transfer or cause to be transferred to SnackCo all plan documents, trust agreements, insurance policies, administrative agreements, and other agreements and instruments reasonably required for the maintenance and administration of the SnackCo Benefit Plans. To facilitate SnackCo's establishment of the SnackCo Spinoff Plans, GroceryCo shall, prior to the Distribution, provide SnackCo with draft plan documents of the SnackCo Spinoff Plans for SnackCo's review and consideration, but such plan documents shall ultimately be the responsibility of SnackCo.

(b) Effective as of the Distribution, the SnackCo Group shall be exclusively responsible for administering each SnackCo Benefit Plan in accordance with its terms and for all obligations and liabilities with respect to the SnackCo Benefit Plans and all benefits owed to participants in the SnackCo Benefit Plans, whether arising before, on or after the Distribution Date. Except as specifically provided herein, SnackCo shall not assume sponsorship, maintenance or administration of any Benefit Plan that is not a SnackCo Benefit Plan or receive or assume any assets or liabilities in connection with any such Benefit Plan.

(c) Effective as of the Distribution, the GroceryCo Group shall be exclusively responsible for administering each GroceryCo Benefit Plan in accordance with its terms and for all obligations and liabilities with respect to the GroceryCo Benefit Plans and all benefits owed to participants in the GroceryCo Benefit Plans, whether arising before, on or after the Distribution Date.

Section 2.4 Plan-Related Litigation. Notwithstanding anything herein to the contrary, the management of the defense of all litigation related to the GroceryCo Benefit Plans and the SnackCo Benefit Plans shall be governed by Article VI of the Separation Agreement, and this Employee Matters Agreement shall govern the allocation of Liabilities related to any such litigation.

Section 2.5 Vacation and Sick Pay. The SnackCo Group shall assume responsibility for accrued vacation and sick pay and any other paid time off attributable to SnackCo Employees and Former SnackCo Business Employees (*i.e.*, with respect to Former SnackCo Business Employees, for vacation, sick pay and other paid time off that has been accrued but not cashed out) as of the Distribution Date, or Applicable Transfer Date. The GroceryCo Group shall assume responsibility for accrued vacation and sick pay and any other paid time off attributable to GroceryCo Employees and Former GroceryCo Business Employees (*i.e.*, with respect to Former GroceryCo Business Employees, for vacation, sick pay and other paid time off that has been accrued but not cashed out) as of the Distribution Date, or Applicable Transfer Date.

Section 2.6 Employee Transfers. Upon mutual agreement of GroceryCo and SnackCo, any employee whose employment transfers within ninety (90) days after the Distribution Date from the SnackCo Group to the GroceryCo Group or from the GroceryCo Group to the SnackCo Group because they were inadvertently and erroneously treated as employed by the wrong employer on the Distribution Date, and who was continuously employed by a member of the GroceryCo Group or the SnackCo Group (as applicable) from the Distribution Date through the date such employee commences active employment with a member of the SnackCo Group or GroceryCo Group (as applicable) shall be a "Delayed Transfer Employee ." For purposes of this Employee Matters Agreement, the date on which a Delayed Transfer Employee actually commences employment with the GroceryCo Group or the SnackCo Group (as applicable) is referred to as such individual's "Applicable Transfer Date" and such Applicable Transfer Date shall, except as expressly provided herein and in compliance with Law applicable to the Employee Plans, be treated as the Distribution Date for Delayed Transfer Employees where the Distribution Date is referenced in this Employee Matters Agreement. Notwithstanding anything herein to the contrary, the mutual agreement with respect to, and Applicable Transfer Date of, any Delayed Transfer Employee must occur on or before ninety (90) days after the Distribution Date.

For purposes of this Employee Matters Agreement, Delayed Transfer Employees who transfer from the SnackCo Group to the GroceryCo Group are referred to as "GroceryCo Transferees" and Delayed Transfer Employees who transfer from the GroceryCo Group to the SnackCo Group are referred to as "SnackCo Transferees".

Section 2.7 Annual Bonuses. The SnackCo Group shall be solely responsible for all annual bonuses earned by SnackCo Employees and Former SnackCo Business Employees (*i.e.*, for accrued but unpaid bonuses for Former SnackCo Business Employees) with respect to periods ending on or after January 1, 2012. The GroceryCo Group shall be solely responsible for all annual bonuses earned by GroceryCo Employees and Former GroceryCo Business Employees (*i.e.*, for accrued but unpaid bonuses for Former GroceryCo Business Employees) with respect to periods ending on or after January 1, 2012.

Section 2.8 Seconded Employees.

(a) Prior to the Distribution Date, the parties shall mutually agree to, and identify, the (i) employees the parties intend will ultimately be employed by the SnackCo Group but who will be seconded to the GroceryCo Group immediately following the Distribution Date ("SnackCo Seconded Employees"), and (ii) employees the parties intend will ultimately be employed by the GroceryCo Group but who will be seconded to the SnackCo Group immediately following the Distribution Date ("GroceryCo Seconded Employees" and, collectively with the SnackCo Seconded Employees, the "Seconded Employees"). The period during which a GroceryCo Seconded Employee is performing services for SnackCo or a SnackCo Seconded Employee is performing services for GroceryCo is referred to herein as the "Temporary Employment Period". The Temporary Employment Period is intended to be a short-term assignment and shall not exceed two (2) years following the Distribution Date or such shorter time as agreed by the parties with respect to a particular Seconded Employee.

(b) During the Temporary Employment Period, with respect to Seconded Employees, except as provided in Section 2.8(c), (i) GroceryCo Seconded Employees shall receive base salary, bonuses, incentive awards, employee benefits and other terms and conditions of employment substantially similar to those of GroceryCo Employees at a similar level and GroceryCo shall be solely responsible for all employment taxes with respect to the GroceryCo Seconded Employees, and (ii) SnackCo Seconded Employees shall receive base salary, bonuses, incentive awards, employee benefits and other terms and conditions of employment substantially similar to those of SnackCo Employees at a similar level and SnackCo shall be solely responsible for all employment taxes with respect to the SnackCo Seconded Employees. GroceryCo shall provide SnackCo a monthly invoice detailing the cash compensation, direct cost of employee benefits, and employment taxes paid with respect to the GroceryCo Seconded Employees it employed during the month, and SnackCo shall reimburse GroceryCo for such amounts within sixty (60) days following receipt of such invoice. SnackCo shall provide GroceryCo a monthly invoice detailing the cash compensation, direct cost of employee benefits, and employment taxes paid with respect to the SnackCo Seconded Employees it employed during the month, and GroceryCo shall reimburse SnackCo for such amounts within sixty (60) days following receipt of such invoice. Equity incentive awards, if any, shall be provided by GroceryCo to GroceryCo Seconded Employees and by SnackCo to SnackCo Seconded Employees.

(c) During the Temporary Employment Period, SnackCo Seconded Employees who are not United States citizens or residents will remain on the payroll systems of their home countries and receive base salary, bonuses, employee benefits and other terms and conditions substantially similar to those of employees employed by the same entity at a similar level in their home countries. SnackCo shall provide GroceryCo a monthly invoice detailing the cash compensation, direct cost of employee benefits, and employment taxes paid with respect to such SnackCo Seconded Employees it employed during the month, and GroceryCo shall reimburse SnackCo for such amounts within sixty (60) days following receipt of such invoice.

(d) Immediately following the end of the applicable Temporary Employment Period, the GroceryCo Group shall return each GroceryCo Seconded Employee and the SnackCo Group shall return each SnackCo Seconded Employee to a position, in each case with substantially similar terms and conditions of employment as for similarly-situated employees of the GroceryCo Group or the SnackCo Group, respectively. In the event that the GroceryCo Group offers employment to a SnackCo Seconded Employee or the SnackCo Group offers employment to a GroceryCo Seconded Employee immediately following the end of the applicable Temporary Employment Period, each such employee shall be treated as a newly hired employee of the GroceryCo Group or the SnackCo Group, respectively, for Benefit Plan purposes.

Section 2.9 Certain Canadian Matters. Mondelez Canada Inc. and Kraft Canada Inc. have entered into the Canadian Asset Transfer Agreement addressing the parties' respective rights and obligations with respect to certain of the matters addressed in this Employee Matters Agreement. Notwithstanding any other provision of this Employee Matters Agreement to the contrary, (a) Article 6 of the Canadian Asset Transfer Agreement between Mondelez Canada Inc. and Kraft Canada Inc. shall govern the treatment of Canadian pension and benefits matters in lieu of Articles IV through VII hereof, and (b) nothing in this Employee Matters Agreement shall effect, constitute or change the timing of (i) any transfer, assignment, conveyance or other disposition of, or any amendment, modification, supplement or other change of or to, any right, title, interest or benefits in any Assets owned or held by Kraft Canada Inc., Mondelez Canada Inc., any of their direct or indirect Subsidiaries (including partnerships), or any trust or plan settled or established by any of the foregoing, or (ii) any transfer, assumption, forgiveness or release of, or any amendment, modification, supplement or other change of or to, any Liabilities of Kraft Canada Inc., Mondelez Canada Inc., any of their direct or indirect Subsidiaries (including partnerships), or any trust or plan settled or established by any of the foregoing. For greater certainty, Kraft Foods Options held by persons who are residents of Canada or who worked in Canada at any time since the date that they were awarded a Kraft Foods Option shall be disposed of in exchange for SnackCo Options and GroceryCo Options as provided in Section 8.1(a)(i).

ARTICLE III
SERVICE CREDIT

Section 3.1 Service Credit for Employee Transfers. The Benefit Plans shall provide the following service crediting rules effective as of the Distribution Date:

(a) If a Delayed Transfer Employee becomes employed by a member of the SnackCo Group or GroceryCo Group on or before ninety (90) days after the Distribution then such Delayed Transfer Employee's service with the GroceryCo Group or the SnackCo Group (as applicable) following the Distribution shall be recognized for purposes of eligibility, vesting and pension credit under the appropriate SnackCo Benefit Plans or GroceryCo Benefit Plans as appropriate, subject to the terms of those plans.

(b) If a former employee of the GroceryCo Group or the SnackCo Group (such Group, the "Original Group") (whether or not a Delayed Transfer Employee) becomes employed by a member of the other Group (such Group, the "Transferee Group") either (i) later than ninety (90) days after the Distribution, or (ii) without having been continuously employed by a member of the Original Group from the Distribution through the date such former employee commences active employment with a member of the Transferee Group, then the Benefit Plans of the Transferee Group shall only recognize for any purpose such individual's service with the Original Group before or after the Distribution to the extent required by Law or provided under the terms of the applicable Benefit Plan. If a former employee is rehired by his or her Original Group, then all such individual's service shall be recognized by the Benefit Plans of the Original Group to the extent required by Law or provided by the terms of the applicable Benefit Plan.

Section 3.2 SnackCo Benefit Plans. Subject to Section 3.1, from and after the Distribution Date, or Applicable Transfer Date, SnackCo shall, and shall cause its Affiliates and successors to, provide credit under the SnackCo Benefit Plans to GroceryCo Employees who become employees of the SnackCo Group for their pre-Distribution (or, as applicable, pre-Applicable Transfer Date) service with GroceryCo and its predecessors and Affiliates (including Kraft Foods Inc. and any of its Affiliates, the GroceryCo Group, and the SnackCo Group) for purposes of determining eligibility for vacation/paid time-off, 5-year bonus week of paid time-off, service awards (for hourly employees) and short-term disability benefits consistent with the policies of Kraft Foods Inc. as of the date of this Employee Matters Agreement; provided, however, that service shall not be recognized to the extent that such recognition would result in the duplication of benefits.

Section 3.3 GroceryCo Benefit Plans. Subject to Section 3.1, from and after the Distribution Date, or Applicable Transfer Date, GroceryCo shall, and shall cause its Affiliates and successors to, provide credit under the GroceryCo Benefit Plans to SnackCo Employees who become employees of the GroceryCo Group for their pre-Distribution (or, as applicable, pre-Applicable Transfer Date) service with SnackCo and its predecessors and Affiliates (including Kraft Foods Inc. and any of its Affiliates, the GroceryCo Group, and the SnackCo Group) for purposes of determining eligibility for vacation/paid time-off, 5-year bonus week of paid time-off, service awards (for hourly employees) and short-term disability benefits consistent with the policies of Kraft Foods Inc. as of the date of this Employee Matters Agreement; provided, however, that service shall not be recognized to the extent that such recognition would result in the duplication of benefits.

ARTICLE IV
CERTAIN WELFARE BENEFIT PLAN MATTERS

Section 4.1 SnackCo Retained Welfare Plans. SnackCo shall cause a member of the SnackCo Group to retain, or to the extent necessary, assume sponsorship of, the Welfare Plans listed on Schedule 4.1 (the "SnackCo Retained Welfare Plans") and take all necessary actions to continue contributions to the SnackCo Retained Benefit Plans that are multiemployer Welfare Plans. To the extent necessary, prior to the Distribution, SnackCo shall cause a member of the SnackCo Group to assume sponsorship of the SnackCo Retained Welfare Plans. GroceryCo shall use reasonable efforts to transfer or cause to be transferred to a member of the SnackCo Group all plan documents, trust agreements, insurance policies, administrative agreements and other agreements and instruments in the possession of the members of the GroceryCo Group that are reasonably required for the maintenance and administration of the SnackCo Retained Welfare Plans. From and after the Distribution Date, the SnackCo Group shall be exclusively responsible for all obligations and liabilities with respect to the SnackCo Retained Welfare Plans, and all benefits owed to participants in the SnackCo Retained Welfare Plans, whether accrued before, on or after the Distribution Date.

Section 4.2 SnackCo Spinoff Welfare Plans. Effective not later than the Distribution, SnackCo or a member of the SnackCo Group shall establish certain welfare benefit plans (such plans, the "SnackCo Spinoff Welfare Plans"). Each SnackCo Spinoff Welfare Plan shall have terms and features (including benefit coverage options and employer contribution provisions) that are substantially identical to one of the Benefit Plans listed on Schedule 4.2 (such Benefit Plans, the "Split Welfare Plans") such that (for the avoidance of doubt) each Split Welfare Plan is substantially replicated by a SnackCo Spinoff Welfare Plan. Each SnackCo Spinoff Welfare Plan shall assume all liability from the corresponding Split Welfare Plan with respect to, and shall provide benefits to, those SnackCo Employees and Former Cadbury Employees and their respective Plan Payees who immediately prior to the Distribution were participating in, or entitled to present or future benefits under, the corresponding Split Welfare Plan. From and after the Distribution Date, SnackCo and the SnackCo Group shall be solely and exclusively responsible for all obligations and liabilities with respect to, or in any way related to, the SnackCo Spinoff Welfare Plans, whether accrued before, on or after the Distribution Date.

Section 4.3 Continuation of Elections. As of the Distribution Date, or Applicable Transfer Date, SnackCo shall cause the SnackCo Spinoff Welfare Plans to recognize and maintain all elections and designations (including, without limitation, all coverage and contribution elections and beneficiary designations) in effect with respect to SnackCo Employees and Former Cadbury Employees prior to the Distribution Date, or Applicable Transfer Date, under the corresponding Split Welfare Plan and apply such elections and designations under the SnackCo Spinoff Welfare Plans for the remainder of the period or periods for which such elections or designations are by their original terms effective.

Section 4.4 Deductibles and Other Cost-Sharing Provisions. As of the Distribution Date, or Applicable Transfer Date, SnackCo shall cause the SnackCo Spinoff Welfare Plans to recognize all amounts applied to deductibles, co-payments and out-of-pocket maximums with respect to SnackCo Employees and Former Cadbury Employees under the corresponding Split Welfare Plan during the plan year in which the Distribution or Applicable Transfer Date occurs, and the SnackCo Spinoff Welfare Plans will not impose any limitations on coverage for preexisting conditions other than such limitations as were applicable under the corresponding Split Welfare Plan prior to the Distribution Date or Applicable Transfer Date.

Section 4.5 Flexible Spending Account Treatment. With respect to the portion of a Split Welfare Plan that consists of medical and dependent care flexible spending accounts, as of the Distribution, SnackCo shall be solely responsible for all liabilities with respect to SnackCo Employees and Former Cadbury Employees, and the applicable SnackCo Spinoff Welfare Plan shall, as required under Section 4.3, give effect to the elections of SnackCo Employees and Former Cadbury Employees (*i.e.*, Former Cadbury Employees who elected "COBRA" with respect to their medical care flexible spending accounts) that were in effect under the corresponding Split Welfare Plan as of the Distribution Date or Applicable Transfer Date.

Section 4.6 Workers' Compensation. The SnackCo Group shall be solely responsible for all United States (including its territories) workers' compensation claims of (a) GroceryCo Employees and Former GroceryCo Business Employees with respect to Workers' Compensation Events occurring before the Distribution Date, and (b) SnackCo Employees and Former SnackCo Business Employees, regardless of when the Workers' Compensation Events occur. The GroceryCo Group shall be solely responsible for all workers' compensation claims of GroceryCo Employees with respect to Workers' Compensation Events occurring on or after the Distribution Date, except for claims that are defined by individual state workers' compensation boards as "Cumulative Trauma" claims. Cumulative Trauma claims are governed by Section 4.7(f) of the Separation Agreement.

ARTICLE V
TAX-QUALIFIED DEFINED BENEFIT PLANS

Section 5.1 SnackCo Spinoff DB Plans.

(a) Effective as of the Distribution Date, SnackCo or another member of the SnackCo Group shall assume certain defined benefit plans established effective September 1, 2012 that are intended to qualify under Code Section 401(a) or under Puerto Rico tax law, along with a related master trust or trusts that is exempt under Code Section 501(a) (such plans and trusts, the "SnackCo Spinoff DB Plans"). Each SnackCo Spinoff DB Plan shall have terms and features (including benefit accrual provisions) that are substantially identical to one of the Benefit Plans listed on Schedule 5.1(a) (such Benefit Plans, the "Split DB Plans"), such that (for the avoidance of doubt) each Split DB Plan is substantially replicated by a corresponding SnackCo Spinoff DB Plan. Each SnackCo Spinoff DB Plan shall assume liability for all benefits accrued or earned (whether or not vested) by SnackCo Employees and Former Cadbury Employees and their respective Plan

Payees under the corresponding Split DB Plan as of the Distribution Date. SnackCo or a member of the SnackCo Group shall be solely responsible for taking all necessary, reasonable, and appropriate actions (including the submission of the SnackCo Spinoff DB Plans to the Internal Revenue Service for a determination of Tax-qualified status) to establish, maintain and administer the SnackCo Spinoff DB Plans so that they are qualified under Section 401(a) of the Code and that the related trusts thereunder are exempt under Section 501(a) of the Code. The portion of liabilities relating to SnackCo Employees and Former Cadbury Employees and their respective Plan Payees shall cease to be liabilities of the applicable Split DB Plan, and shall be assumed by the corresponding SnackCo Spinoff DB Plan in accordance with this Section and Section 414(l) of the Code, Treasury Regulation Section 1.414(l)-1 and Section 208 of ERISA.

(b) A master trust (the "SnackCo Master DB Trust") has been established to hold the assets of the SnackCo Spinoff DB Plans. The SnackCo Spinoff DB Plans that will participate in the SnackCo Master DB Trust effective as of the Distribution are specified on Schedule 5.1(b). Kraft Foods Inc. or a member of the SnackCo Group shall cause its actuary to determine the estimated value, as of August 31, 2012, of the assets required to be held on behalf of each SnackCo SpinOff DB Plan in accordance with the assumptions and methodologies set forth in Treasury Regulation Section 1.414(l)-1 and ERISA Section 4044 (the "Estimated Retirement Plan Transfer Amount" for each such plan). Prior to or as of the Distribution, GroceryCo or a member of the GroceryCo Group shall cause the master trust for each Split DB Plan (the "GroceryCo Master DB Trust") to transfer to the SnackCo Master DB Trust on behalf of each corresponding SnackCo Spinoff DB Plan an amount in cash or in-kind equal to the Estimated Retirement Plan Transfer Amount for such plan, as adjusted for earnings based on actual earnings of the applicable Split DB Plan from September 1, 2012 through the actual date of transfer.

(c) Within 12 months following the Distribution Date, GroceryCo or another member of the GroceryCo Group shall cause its actuary to provide SnackCo with a revised calculation of the value, as of the Distribution of the assets to be transferred to each SnackCo Spinoff DB Plan determined in accordance with the assumptions and methodologies set forth in Treasury Regulation Section 1.414(l)-1 and ERISA Section 4044 and reflecting any Delayed Transfer Employees and their respective Applicable Transfer Dates and any demographic updates (the "Final Retirement Plan Transfer Amount" for each such SnackCo Spinoff DB Plan). Within 45 days of the receipt from the actuary of the determination of the Final Retirement Plan Transfer Amount (determined as of September 1, 2012), GroceryCo shall cause each Split DB Plan to transfer to the corresponding SnackCo Spinoff DB Plan (the date of each such transfer, the "Final Transfer Date" for each such plan) an amount in cash or in kind equal to (i) the Final Retirement Plan Transfer Amount, minus (ii) the sum of (A) the Estimated Retirement Plan Transfer Amount, and (B) the aggregate amount of payments made from the Split DB Plan to SnackCo Employees and Former Cadbury Employees and their respective Plan Payees in order to satisfy any benefit obligation with respect to such participants following the Distribution, or Applicable Transfer Date for Delayed Transfer Employees, plus (iii) any payments made from a SnackCo Spinoff DB Plan to a GroceryCo Transferee prior to when such GroceryCo Transferee transferred from the SnackCo Group to the GroceryCo Group (such amount, the "True-Up Amount"). However, if the True-Up Amount is a

negative number with respect to any SnackCo Spinoff DB Plan, GroceryCo shall not be required to cause any such additional transfer and instead SnackCo shall be required to cause a transfer of cash within 45 days of the receipt of written notification by SnackCo from such SnackCo Spinoff DB Plan to the corresponding Split DB Plan of the amount by which the sum of clauses (ii)(A) and (B) above, minus the amount in (iii) above, exceeds the Final Retirement Plan Transfer Amount. The True-Up Amount or the amount described in the immediately-preceding sentence shall be adjusted to reflect actual earnings or losses of the Master DB Trust from which the assets are being transferred from September 1, 2012 through the Final Transfer Date. The parties hereto acknowledge that the Split DB Plans' transfer of the True-Up Amount to the corresponding SnackCo Spinoff DB Plans shall be in full settlement and satisfaction of the obligations of GroceryCo and the Split DB Plans to transfer assets to the SnackCo Spinoff DB Plans pursuant to this Section. In the event that SnackCo is obligated to cause any SnackCo Spinoff DB Plan to reimburse the corresponding Split DB Plan pursuant to this Section, such reimbursement or earnings calculation shall be performed in accordance with the same principles set forth herein with respect to the payment of the True-Up Amount.

(d) From and after the Distribution Date, SnackCo and the members of the SnackCo Group shall be solely and exclusively responsible for all obligations and liabilities with respect to, or in any way related to, the SnackCo Spinoff DB Plans, whether accrued before, on or after the Distribution Date. For the avoidance of doubt, the SnackCo Spinoff DB Plans shall have the sole and exclusive obligation to restore the unvested accrued benefits attributable to any individual who becomes employed by a member of the SnackCo Group and whose employment with Kraft Foods Inc. or any of its Affiliates or a member of the GroceryCo Group terminated on or before the Distribution at a time when such individual's benefits under the Split DB Plan were not fully vested. Furthermore, the SnackCo Spinoff DB Plans shall have the sole obligation to restore accounts attributable to any lost participants who were formerly employed in the SnackCo Business.

Section 5.2 Continuation of Elections. As of the Distribution Date, or Applicable Transfer Date, SnackCo (acting directly or through a member of the SnackCo Group) shall cause the SnackCo Spinoff DB Plans to recognize and maintain all existing elections, including beneficiary designations, payment form elections and rights of alternate payees under qualified domestic relations orders with respect to SnackCo Employees and Former Cadbury Employees and their respective Plan Payees under the corresponding Split DB Plan.

ARTICLE VI
U.S. TAX-QUALIFIED DEFINED CONTRIBUTION PLANS

Section 6.1 SnackCo Retained Defined Contribution Plans. Prior to the Distribution Date, SnackCo shall cause a member of the SnackCo Group to retain or, to the extent necessary, assume sponsorship of the Cadbury Puerto Rico Savings Plan (and its related trust). GroceryCo shall use reasonable efforts to transfer or cause to be transferred to a member of the SnackCo Group all plan documents, trust agreements, insurance policies, administrative agreements and other agreements and instruments in the possession of the members of the GroceryCo Group that are reasonably required for the maintenance

and administration of the Cadbury Puerto Rico Savings Plan. From and after the Distribution Date, the SnackCo Group shall be exclusively responsible for all obligations and liabilities with respect to the Cadbury Puerto Rico Savings Plan, all assets of the Cadbury Puerto Rico Savings Plan, and all benefits owed to participants in the Cadbury Puerto Rico Savings Plan, whether accrued before, on or after the Distribution Date. GroceryCo will retain sponsorship of the Kraft Puerto Rico Savings Plan (collectively with the Cadbury Puerto Rico Savings Plan, the "Puerto Rico Savings Plans") and shall be responsible for all obligations and liabilities thereunder. In the event that a SnackCo Employee transfers employment to the GroceryCo Group or a GroceryCo Employee transfers employment to the SnackCo Group before or on the Distribution Date, his or her account under the applicable Puerto Rico Savings Plan shall be transferred to the other Puerto Rico Savings Plan using the same principles as specified in Section 6.2(c) below.

Section 6.2 SnackCo Spinoff DC Plans.

(a) Effective as of the Distribution Date, SnackCo or another member of the SnackCo Group shall assume certain defined contribution plans established effective September 1, 2012 that are intended to qualify under Code Section 401(a), and a related master trust or trusts exempt under Code Section 501(a) (such plans and trusts, the "SnackCo Spinoff DC Plans"). Each SnackCo Spinoff DC Plan shall have terms and features (including employer contribution provisions) that are substantially identical to one of the Benefit Plans listed on Schedule 6.2(a) (such Benefit Plans, the "Split DC Plans") such that (for the avoidance of doubt) each Split DC Plan is substantially replicated by a corresponding SnackCo Spinoff DC Plan. SnackCo or a member of the SnackCo Group shall be solely responsible for taking all necessary, reasonable, and appropriate actions (including the submission of the SnackCo Spinoff DC Plans to the Internal Revenue Service for a determination of Tax-qualified status) to establish, maintain and administer the SnackCo Spinoff DC Plans so that they are qualified under Section 401(a) of the Code and that the related trusts thereunder are exempt under Section 501(a) of the Code. Each SnackCo Spinoff DC Plan shall assume liability for all benefits accrued or earned (whether or not vested) by SnackCo Employees and Former Cadbury Employees and their respective Plan Payees under the corresponding Split DC Plan as of the Distribution Date or Applicable Transfer Date.

(b) A master trust (the "SnackCo Master DC Trust") has been established to hold the assets of the SnackCo Spinoff DC Plans. The SnackCo Spinoff DC Plans that will participate in the SnackCo Master DC Trust effective as of the Distribution are specified on Schedule 6.2(b). Kraft Foods Inc. or a member of the SnackCo Group shall cause the assets required to be held on behalf of each SnackCo SpinOff DC Plan to be transferred to the SnackCo Master DC Trust no later than the business day before the Distribution Date. All such asset transfers shall equal the account balances of the affected participants and Plan Payees as of the Transfer Date and shall be in the same form of property as held under the trust for the applicable Split DC Plan. On or as soon as reasonably practicable following the Distribution Date or Applicable Transfer Date, GroceryCo or another member of the GroceryCo Group shall cause each Split DC Plan to transfer to the applicable SnackCo Spinoff DC Plan, and SnackCo or another member of the SnackCo Group shall cause such SnackCo Spinoff DC Plan to accept the transfer of,

the accounts, liabilities and related assets in such Split DC Plan attributable to SnackCo Employees and Former Cadbury Employees and their respective Plan Payees. The transfer of assets shall be in cash or in kind (as determined by the transferor) and include outstanding loan balances and amounts forfeited by Former Cadbury Employees that have not yet been reallocated or applied to the payment of contributions or expenses and be conducted in accordance with Code Section 414(l) and Treasury Regulation Section 1.414(1)-1 and Section 208 of ERISA.

(c) On or as soon as reasonably practicable following the Applicable Transfer Date (but not later than thirty (30) days thereafter), SnackCo or a member of the SnackCo Group shall cause the accounts, related liabilities, and related assets in the corresponding SnackCo Spinoff DC Plan(s) attributable to any GroceryCo Transferees and their respective Plan Payees (including any outstanding loan balances) to be transferred in cash or in-kind (as determined by the transferor) in accordance with Code Section 414(l) and Treasury Regulation Section 1.414(l)-1 and Section 208 of ERISA to the applicable Split DC Plan(s). GroceryCo or another member of the GroceryCo Group shall cause the applicable Split DC Plan(s) to accept such transfer of accounts, liabilities and assets.

(d) From and after the Distribution Date, except as specifically provided in paragraph (c) above, SnackCo and the SnackCo Group shall be solely and exclusively responsible for all obligations and liabilities with respect to, or in any way related to, the SnackCo Spinoff DC Plans, whether accrued before, on or after the Distribution Date. For the avoidance of doubt, the SnackCo Spinoff DC Plans shall have the sole and exclusive obligation to restore the unvested portion of any account attributable to any individual who becomes employed by a member of the SnackCo Group and whose employment with Kraft Foods Inc. or any of its Affiliates, or a member of the GroceryCo Group terminated on or before the Distribution at a time when such individual's benefits under the Split DC Plans were not fully vested. Furthermore, the SnackCo Spinoff DC Plans shall have the sole obligation to restore accounts attributable to any lost participants who were formerly employed in the SnackCo Business.

Section 6.3 Continuation of Elections. As of the Distribution Date, or Applicable Transfer Date, SnackCo (acting directly or through a member of the SnackCo Group) shall cause the SnackCo Spinoff DC Plans to recognize and maintain all elections, including investment and payment form elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to SnackCo Employees and Former Cadbury Employees and their respective Plan Payees under the corresponding Split DC Plan.

Section 6.4 Contributions Due. All contributions payable to the Split DC Plans with respect to employee deferrals, matching contributions and employer contributions for SnackCo Employees through the Distribution Date, determined in accordance with the terms and provisions of the Split DC Plans, ERISA and the Code, shall be paid by GroceryCo or another member of the GroceryCo Group to the appropriate Split DC Plan prior to the date of any asset transfer described in Section 6.2.

ARTICLE VII
NONQUALIFIED RETIREMENT PLANS

Section 7.1 SnackCo Retained Nonqualified Plans.

(a) Prior to the Distribution Date, SnackCo shall cause a member of the SnackCo Group to retain or, to the extent necessary, assume sponsorship of, the SnackCo Retained Nonqualified Plans set forth on Schedule 7.1(a) (the "SnackCo Retained Nonqualified Plans"). GroceryCo shall use reasonable efforts to transfer or cause to be transferred to a member of the SnackCo Group all plan documents, administrative agreements and other agreements and instruments in the possession of the members of the GroceryCo Group that are reasonably required for the maintenance and administration of the SnackCo Retained Nonqualified Plans. From and after the Distribution Date, the SnackCo Group shall be exclusively responsible for all obligations and liabilities with respect to the SnackCo Retained Nonqualified Plans, and all benefits owed to participants in the SnackCo Retained Nonqualified Plans, whether accrued before, on or after the Distribution Date.

(b) GroceryCo shall cause to be transferred to SnackCo the applicable rabbi trusts established to pay benefits under the SnackCo Retained Nonqualified Plans.

Section 7.2 SnackCo Spinoff Nonqualified Plans.

(a) Effective as of the Distribution, SnackCo or another member of the SnackCo Group shall establish certain nonqualified retirement plans (such plans, the "SnackCo Spinoff Nonqualified Plans"). Each SnackCo Spinoff Nonqualified Plan shall have terms and features (including employer contribution provisions) that are substantially identical to one of the GroceryCo Benefit Plans listed on Schedule 7.2(a) (such plans, the "Split Nonqualified Plans") such that (for the avoidance of doubt), each Split Nonqualified Plan is substantially replicated by a corresponding SnackCo Spinoff Nonqualified Plan. SnackCo or a member of the SnackCo Group shall be solely responsible for taking all necessary, reasonable, and appropriate actions to establish, maintain and administer the SnackCo Spinoff Nonqualified Plans so that they do not result in adverse Tax consequences under Code Section 409A. Each SnackCo Spinoff Nonqualified Plan shall assume liability for all benefits accrued or earned (whether or not vested) by SnackCo Employees and Former Cadbury Employees and their respective Plan Payees under the corresponding Split Nonqualified Plan as of the Distribution Date. From and after the Distribution Date, SnackCo and the SnackCo Group shall be solely and exclusively responsible for all obligations and liabilities with respect to, or in any way related to, the SnackCo Spinoff Nonqualified Plans, whether accrued before, on or after the Distribution Date. Furthermore, SnackCo and the SnackCo Group shall have the sole obligation to restore in the SnackCo Spinoff Nonqualified Plans benefits under the Split Nonqualified Plans attributable to any lost participants who were formerly employed in the SnackCo Business.

(b) Unless SnackCo and GroceryCo agree otherwise before the Distribution, prior to or on the Distribution Date, GroceryCo or another member of the GroceryCo Group shall cause its actuary to determine the estimated value, as of the Distribution, of the amount of assets to be transferred from the rabbi trusts established to pay benefits under one or more of the Split Nonqualified Plans (the "GroceryCo Rabbi Trusts") to one or more trusts established or maintained by SnackCo as designated by SnackCo with respect to the SnackCo Spinoff Nonqualified Plans specified on Schedule 7.2(b) (the "Initial Nonqualified Plan Transfer Amount"). The Initial Nonqualified Plan Transfer Amount shall be determined by an actuary selected by the GroceryCo Group.

(c) Within 12 months following the Distribution, GroceryCo or another member of the GroceryCo Group shall cause its actuary to provide SnackCo with a revised calculation of the value, as of the Distribution, of the assets to be transferred with respect to each SnackCo Spinoff Nonqualified Plan specified on Schedule 7.2(b), as determined by the actuary selected by the GroceryCo Group, and reflecting any Delayed Transfer Employees and their respective Applicable Transfer Dates and any demographic updates (the "Final Nonqualified Plan Transfer Amount" for each such plan).

Within 45 days of the receipt from the actuary of the determination of the Final Nonqualified Plan Transfer Amount, GroceryCo shall cause the applicable GroceryCo Rabbi Trust to transfer to a trust specified by SnackCo (the date of each such transfer, the "Final Nonqualified Plan Transfer Date" for each such plan) an amount in cash equal to (i) the Final Nonqualified Plan Transfer Amount, minus (ii) the sum of (A) the Initial Nonqualified Plan Transfer Amount and (B) the aggregate amount of payments made pursuant to the Split Nonqualified Plan to SnackCo Employees, Delayed Transfer Employees and their respective Plan Payees in order to satisfy any benefit obligation with respect to such participants following the Distribution, or Applicable Transfer Date for Delayed Transfer Employees, plus (iii) any payments made from a SnackCo Spinoff Nonqualified Plan specified on Schedule 7.2(b) to a Delayed Transfer Employee prior to when such Delayed Transfer Employee transferred from the SnackCo Group to the GroceryCo Group (such amount the "Nonqualified Plan True-Up Amount"). However, if the Nonqualified Plan True-Up Amount is a negative number with respect to any SnackCo Spinoff Nonqualified Plan, GroceryCo shall not be required to cause any such additional transfer and instead SnackCo shall be required to cause a transfer of cash within 45 days of the receipt of written notification by GroceryCo from the relevant SnackCo trust to the GroceryCo Rabbi Trust specified by GroceryCo the amount by which the sum of clauses (ii)(A) and (B) above, minus the amount in (iii) above, exceeds the Final Nonqualified Plan Transfer Amount. The Nonqualified Plan True-Up Amount or the amount described in the immediately-preceding sentence shall be adjusted to reflect earnings or losses using the same principles described in Section 5.1(c). The parties hereto acknowledge that the GroceryCo Rabbi Trusts' transfer of the Nonqualified Plan True-Up Amount to a SnackCo trust shall be in full settlement and satisfaction of the obligations of GroceryCo and the GroceryCo Rabbi Trusts to transfer assets to SnackCo or any SnackCo trust pursuant to this Section 7.2(c).

(d) Except for individual grantor/secular trusts covering SnackCo Employees, no individual grantor/secular trusts shall be transferred to SnackCo.

Section 7.3 General Foods Plan. GroceryCo shall retain sponsorship of, and shall be responsible for all liabilities arising under, the General Foods Deferred Compensation Plan. The corporate-owned life insurance policies that fund benefit payments under such Plan shall remain the property of GroceryCo.

Section 7.4 No Distributions on Separation. SnackCo and GroceryCo acknowledge that neither the Distribution nor any of the other transactions contemplated by this Employee Matters Agreement, the Separation Agreement or the other Ancillary Agreements will trigger a payment or distribution of compensation under any Benefit Plan that is a nonqualified retirement plan for any SnackCo Employee, GroceryCo Employee, former SnackCo Employee or Former GroceryCo Business Employee and, consequently, that the payment or distribution of any compensation to which any SnackCo Employee, GroceryCo Employee, former SnackCo Employee or Former GroceryCo Business Employee is entitled under any such Benefit Plan will occur upon such individual's separation from service from the SnackCo Group or the GroceryCo Group, as applicable, or at such other time as specified in the applicable Benefit Plan.

Section 7.5 Section 409A. SnackCo and GroceryCo shall cooperate in good faith so that the Distribution will not result in adverse Tax consequences under Code Section 409A to any current or former employee of any member of the SnackCo Group or any member of the GroceryCo Group, or their respective Plan Payees, in respect of his or her benefits under any SnackCo Benefit Plan or GroceryCo Benefit Plan.

Section 7.6 Continuation of Elections. As of the Distribution Date, or Applicable Transfer Date, SnackCo (acting directly or through a member of the SnackCo Group) shall cause each SnackCo Spinoff Nonqualified Plan to recognize and maintain all elections, including deferral, investment and payment form elections, beneficiary designations, and the rights of alternate payees under qualified domestic relations orders with respect to SnackCo Employees and their Plan Payees under the corresponding Split Nonqualified Plan.

Section 7.7 Delayed Transfer Employees. Any SnackCo Transferee shall be treated in the same manner as a SnackCo Employee under this Article VII. As indicated in Section 2.6, such a SnackCo Transferee's Applicable Transfer Date shall be treated as the Distribution Date. In addition, the GroceryCo Group shall assume and be solely responsible, pursuant to the terms of the applicable Split Nonqualified Plan, for any benefits accrued by any GroceryCo Transferee under any SnackCo Spinoff Nonqualified Plan, and the SnackCo Group shall have no liability with respect thereto.

Section 7.8 Kraft Foods Inc. Directors' Plans. Kraft Foods Inc. has adopted the 2001 Kraft Foods Inc. Compensation Plan for Non-Employee Directors, the Kraft Foods Inc. 2001 Stock Compensation Plan for Non-Employee Directors, the Kraft Foods Inc. 2006 Stock Compensation Plan for Non-Employee Directors and the Kraft Foods Inc. Amended and Restated 2006 Stock Compensation Plan for Non-Employee Directors (collectively, the "Kraft Foods Director Plans"). Effective as of the Distribution Date, GroceryCo shall assume, under corresponding GroceryCo director plans, the accrued liability for deferred amounts under the Kraft Foods Director Plans with respect to each

GroceryCo Director. Except as otherwise provided in Section 8.9, as soon as practicable following the Distribution Date, SnackCo shall pay to GroceryCo an amount equal to such accrued liability (as determined for financial reporting purposes as of the close of business on the Distribution Date).

ARTICLE VIII
KRAFT FOODS EQUITY COMPENSATION AWARDS

Section 8.1 Outstanding Kraft Foods Equity Compensation Awards.

(a) Each Kraft Foods Equity Compensation Award that is outstanding as of the Distribution Date shall be adjusted as described below, so that each holder of a Kraft Foods Equity Compensation Award shall hold adjusted equity awards with respect to either a GroceryCo Equity Compensation Award, a SnackCo Equity Compensation Award or both; provided, however, that, effective immediately prior to the Distribution, the Human Resources and Compensation Committee of the Board of Directors of Kraft Foods Inc. may provide for different adjustments with respect to some or all of a holder's Kraft Foods Equity Compensation Awards. For greater certainty, any adjustments made by the Human Resources and Compensation Committee of the Board of Directors of Kraft Foods Inc. shall be deemed incorporated by reference herein as if fully set forth below and shall be binding on the parties hereto and their respective Subsidiaries.

(i) Each Kraft Foods Option or Kraft Foods SAR generally shall be adjusted in the manner described below, effective as of the Distribution Date and immediately prior to the Distribution, so that each Kraft Foods Option and Kraft Foods SAR holder, respectively, shall hold SnackCo Options (or SnackCo SARs) and GroceryCo Options (or GroceryCo SARs) in lieu of the Kraft Foods Options (or Kraft Foods SARs) previously held. The following procedure shall generally be applied to each Kraft Foods Option (or Kraft Foods SAR) with the same grant date and exercise price held by each Kraft Foods Option (or Kraft Foods SAR) holder as of the Distribution Date. For the avoidance of doubt, the term "exercise price" refers to the amount payable by an option holder in order to acquire shares pursuant to a stock option award and to the base share value from which the amount of appreciation due to a stock appreciation right holder upon exercise of such stock appreciation right shall be measured:

(A) The SnackCo Option or SnackCo SAR shall have an exercise price equal to the SnackCo Price multiplied by the Option Conversion Ratio. The number of SnackCo Options or SnackCo SARs shall equal the number of Kraft Foods Options or Kraft Foods SARs to which they relate. Such SnackCo Options and SnackCo SARs shall be subject to the same vesting requirements and dates and other terms and conditions as the Kraft Foods Options or Kraft Foods SARs to which they relate.

(B) The GroceryCo Options and GroceryCo SARs shall have an exercise price equal to the GroceryCo Price multiplied by the Option Conversion Ratio. The number of GroceryCo Options and GroceryCo SARs shall equal the number of Kraft Foods Options or Kraft Foods SARs, as applicable, multiplied by the Distribution Ratio, rounded down to the nearest whole option or stock appreciation right, as applicable. Such GroceryCo Options and GroceryCo SARs shall be subject to the same vesting requirements and dates and other terms and conditions as the Kraft Foods Options or Kraft Foods SARs to which they relate.

(C) If the resulting aggregate Intrinsic Value of the SnackCo Options or SnackCo SARs and GroceryCo Options or GroceryCo SARs is less than the Intrinsic Value of the corresponding Kraft Foods Options or Kraft Foods SARs, as the case may be, then the difference shall be paid to the option holder in cash, less any applicable taxes, as soon as practicable following the Distribution Date. If the resulting aggregate Intrinsic Value of the SnackCo Options or SnackCo SARs and GroceryCo Options or GroceryCo SARs, as the case may be, is greater than the Intrinsic Value of the Kraft Foods Options or Kraft Foods SARs, as the case may be, then the number of GroceryCo Options or GroceryCo SARs shall be reduced until the aggregate Intrinsic Value of the SnackCo Options or SnackCo SARs and GroceryCo Options or GroceryCo SARs is less than or equal to the Intrinsic Value of the Kraft Foods Options or Kraft Foods SARs, as the case may be, and any difference shall be paid to the option or stock appreciation right holder in cash, less any applicable taxes, as soon as practicable following the Distribution Date. Notwithstanding the foregoing, if the Intrinsic Value of the SnackCo Options or SnackCo SARs is negative, only Section 8.1(a)(i)(B) shall be applied. The cash payment described above shall be made by SnackCo to individuals who are SnackCo Employees on the Distribution Date and by GroceryCo to all other holders. Notwithstanding the foregoing, no cash shall be paid to an option or stock appreciation right holder if Canadian tax would be payable by the holder as a result of such cash payment.

(ii) With respect to Kraft Foods Restricted Shares and Kraft Foods Deferred Stock Units:

(A) Each holder of Kraft Foods Restricted Shares will generally receive from GroceryCo, as of the time of the Distribution Date and immediately prior to the Distribution, GroceryCo Restricted Shares determined in the same manner as for other shareholders of Kraft Foods Common Stock based on the Distribution Ratio, rounded down to the nearest whole number of shares, with the value of any fractional share paid to the grantee in cash, less any applicable taxes, as soon as practicable following the Distribution Date (with such cash payment to be made by SnackCo to individuals who are SnackCo Employees on the Distribution Date and by GroceryCo to all other holders). Notwithstanding the foregoing, (I) each holder of Kraft Foods Restricted Shares who is resident outside of the United States or who is employed outside of the United States at the time of the Distribution will generally receive from GroceryCo GroceryCo Deferred Stock Units, in lieu of GroceryCo Restricted Stock, as provided in Section 8.1(a)(ii)(B); and (II) no cash shall be paid to a holder of Kraft Foods Restricted Shares if Canadian tax would be payable by the holder as a result of such cash payment. Such GroceryCo Restricted Shares shall be subject to the same vesting requirements and dates and other terms and conditions as the Kraft Foods

Restricted Shares to which they relate (including the right to receive dividends or other distributions paid on GroceryCo Common Stock). Each Kraft Foods Restricted Share shall continue to be one SnackCo Restricted Share which shall be subject to the same vesting requirements and dates and other terms and conditions as the Kraft Foods Restricted Shares to which it relates.

(B) Each holder of Kraft Foods Deferred Stock Units will generally receive from GroceryCo, as of the time of the Distribution Date and immediately prior to the Distribution, GroceryCo Deferred Stock Units, determined in the same manner as for shareholders of Kraft Foods Common Stock based on the Distribution Ratio, rounded down to the nearest whole number of shares, with the value of any fractional share paid to the grantee in cash, less any applicable taxes, as soon as practicable following the Distribution Date (with such cash payment to be made by SnackCo to individuals who are SnackCo Employees on the Distribution Date and by GroceryCo to all other holders). Notwithstanding the foregoing, no cash shall be paid to a holder of Kraft Foods Deferred Stock Units if (I) Canadian tax would be payable by the holder as a result of such cash payment, or (II) the holder is subject to U.S. federal income tax on the deferred stock units as of the Distribution Date and has attained normal retirement age (within the meaning of the Kraft Foods Deferred Stock Units agreement) or will attain normal retirement age before the GroceryCo Deferred Stock Units become payable (or any other individual who holds Kraft Foods Deferred Stock Units that are subject to Code Section 409A). All GroceryCo Deferred Stock Units shall be subject to the same vesting requirements and dates and other terms and conditions as the Kraft Foods Deferred Stock Units to which they relate (including the right to be credited with dividends or other distributions paid on GroceryCo Common Stock). Each Kraft Foods Deferred Stock Unit shall continue to be a SnackCo Deferred Stock Unit which shall be subject to the same vesting requirements and dates and other terms and conditions as the Kraft Foods Deferred Stock Unit to which it relates.

(iii) With respect to Kraft Foods Performance Shares:

(A) An outstanding Kraft Foods Performance Share that, as of the Distribution Date, is held by any GroceryCo Employee, shall be converted to a GroceryCo Performance Share. Each GroceryCo Performance Share shall be adjusted into a performance share award with respect to GroceryCo Common Stock. The adjustment of the number of target shares will be determined by multiplying the target number of Kraft Foods Performance Shares by the fraction with the numerator equal to the Kraft Foods Pre-Adjustment Price and the denominator equal to the average of the closing stock price of GroceryCo Common Stock as reported on the NASDAQ Global Select Market for five consecutive trading days beginning with the first trading day after the Distribution Date rounded down to the nearest whole number of shares. The performance criteria applicable to any GroceryCo Performance Shares shall also be adjusted as determined by the Compensation Committee of GroceryCo’s Board of Directors to reflect the Distribution.

(B) An outstanding Kraft Foods Performance Share that, as of the Distribution Date, is held by any SnackCo Employee, shall be converted to a SnackCo Performance Share. Each SnackCo Performance Share shall be adjusted into a performance share award with respect to SnackCo Common Stock. The adjustment of the number of target shares will be determined by multiplying the target number of Kraft Foods Performance Shares by the fraction with the numerator equal to the Kraft Foods Pre-Adjustment Price and the denominator equal to the average of the closing stock price of SnackCo Common Stock as reported on the NASDAQ Global Select Market for five consecutive trading days beginning with the first trading day after the Distribution Date rounded down to the nearest whole number of shares. The performance criteria applicable to any SnackCo Performance Shares shall also be adjusted as determined by the Human Resources and Compensation Committee of SnackCo's Board of Directors to reflect the Distribution.

(b) In the event a change in control (as defined in the applicable equity incentive plan or award agreement) occurs with respect to GroceryCo, then (i) any accelerated vesting and/or exercisability applicable to GroceryCo Equity Compensation Awards held by GroceryCo Employees and Former GroceryCo Business Employees shall apply to the SnackCo Equity Compensation Awards then held by such individuals, and (ii) all GroceryCo Equity Compensation Awards then held by SnackCo Employees and Former SnackCo Business Employees shall fully vest (and, to the extent applicable, become exercisable). In the event a change in control (as defined in the applicable equity incentive plan or award agreement) occurs with respect to SnackCo, then (i) any accelerated vesting and/or exercisability applicable to SnackCo Equity Compensation Awards held by SnackCo Employees and Former SnackCo Business Employees shall apply to the GroceryCo Equity Compensation Awards then held by such individuals, and (ii) all SnackCo Equity Compensation Awards then held by GroceryCo Employees and Former GroceryCo Business Employees shall fully vest (and, to the extent applicable, become exercisable).

(c) Prior to the Distribution Date, GroceryCo shall establish equity compensation plans, so that upon the Distribution, GroceryCo shall have in effect an equity compensation plan containing substantially the same terms as each original Kraft Foods Inc. equity compensation plan under which any GroceryCo Equity Compensation Award or GroceryCo Performance Share was granted. From and after the Distribution Date, each GroceryCo Equity Compensation Award and GroceryCo Performance Share shall be subject to the terms of the applicable GroceryCo equity compensation plan, the award agreement governing such GroceryCo Equity Compensation Award or GroceryCo Performance Share and any Employment Agreement to which the applicable holder is a party. From and after the Distribution Date, GroceryCo shall retain, pay, perform, fulfill and discharge all Liabilities arising out of or relating to the GroceryCo Equity Compensation Awards.

(d) In all events, the adjustments provided for in this Section 8.1 shall be made in a manner that, as determined by Kraft Foods Inc., avoids adverse Tax consequences to holders under Code Section 409A.

Section 8.2 Tax Withholding, Reporting and Deductions.

(a) The appropriate member of the SnackCo Group shall be responsible for all payroll taxes, withholding and reporting with respect to SnackCo Equity Compensation Awards and GroceryCo Equity Compensation Awards held by SnackCo Employees and Former SnackCo Business Employees. The appropriate member of the GroceryCo Group shall be responsible for all payroll taxes, withholding and reporting with respect to SnackCo Equity Compensation Awards and GroceryCo Equity Compensation Awards held by GroceryCo Employees and Former GroceryCo Business Employees. SnackCo and GroceryCo hereby designate the other party as an agent for withholding pursuant to IRS Revenue Procedure 70-6 and to accept such designation to effectuate the intent of this Section 8.2(a). Notwithstanding the foregoing, to the extent any non-United States jurisdiction requires a different withholding methodology or requires a different party to withhold applicable taxes, such withholdings shall be effected in accordance with applicable local law.

(b) With respect to the SnackCo Equity Compensation Awards and GroceryCo Equity Compensation Awards held by SnackCo Employees or Former SnackCo Business Employees, the appropriate member of the SnackCo Group shall claim any federal, state and/or local tax deductions after the Distribution Date, and no member of the GroceryCo Group shall claim any such deductions. With respect to the SnackCo Equity Compensation Awards and GroceryCo Equity Compensation Awards held by GroceryCo Employees or Former GroceryCo Business Employees, the appropriate member of the GroceryCo Group shall claim any federal, state and/or local tax deductions after the Distribution Date, and no member of the SnackCo Group shall claim any such deductions. If either SnackCo or GroceryCo determines in its reasonable judgment that there is a substantial likelihood that a tax deduction that was assigned to the SnackCo Group or the GroceryCo Group pursuant to this Section 8.2(b) will instead be available only to the other party (whether as a result of a determination by the Internal Revenue Service or another tax authority, a change in the Code or the regulations or guidance thereunder, or otherwise), it shall notify the other party and both parties will negotiate in good faith to resolve the issue in accordance with the following principle: the party entitled to the deduction shall pay to the other party an amount that places the other party in a financial position equivalent to the financial position the party would have been in had the party received the deduction as intended under this Section 8.2(b). Such amount shall be paid within ninety (90) days after filing the last tax return necessary to make the determination described in the preceding sentence.

(c) If SnackCo or GroceryCo determines in its reasonable judgment that any action required under this Article VIII will not achieve the intended tax, accounting and legal results, including, without limitation, the intended results under Code Section 409A or FASB ASC Topic 718 – Stock Compensation, then at the request of SnackCo or GroceryCo, as applicable, SnackCo and GroceryCo shall mutually cooperate in taking such actions as are necessary or appropriate to achieve such results, or most nearly achieve such results if the originally-intended results are not fully attainable.

Section 8.3 Employment Treatment.

(a) Continuous employment with the GroceryCo Group and the SnackCo Group following the Distribution Date shall be deemed to be continuing service for purposes of vesting and exercisability for the GroceryCo Equity Compensation Awards and the SnackCo Equity Compensation Awards. However, in the event that a GroceryCo Employee terminates employment after the Distribution Date and becomes employed by the SnackCo Group, for purposes of Article VIII, the GroceryCo Employee shall be deemed terminated and the terms and conditions of the applicable performance incentive plan under which grants were made shall apply. Similarly, in the event that a SnackCo Employee terminates employment after the Distribution Date and becomes employed by the GroceryCo Group, for purposes of Article VIII, the SnackCo Employee shall be deemed terminated and the terms and conditions of the performance incentive plan under which grants were made shall apply. Notwithstanding the foregoing, for purposes of this Article VIII only, if an individual is, by mutual agreement between the parties, scheduled to transfer employment shortly after the Distribution Date between the GroceryCo Group and the SnackCo Group, such individual shall be treated as employed as of the Distribution Date and thereafter by the entity to which he or she is scheduled to transfer. In addition, a non-employee member of the board of directors of SnackCo or GroceryCo shall be treated in a similar manner to that described in this Section 8.3(a).

(b) If, after the Distribution Date, SnackCo or GroceryCo identifies an administrative error in the individuals identified as holding SnackCo Equity Compensation Awards and GroceryCo Equity Compensation Awards, the amount of such awards so held, the vesting level of such awards, or any other similar error, SnackCo and GroceryCo shall mutually cooperate in taking such actions as are necessary or appropriate to place, as nearly as reasonable practicable, the individual and SnackCo and GroceryCo in the position in which they would have been had the error not occurred.

Section 8.4 Payment of Option Exercise Prices. Upon the exercise of a SnackCo Option or a GroceryCo Option, the exercise price of such stock option shall be remitted in cash by the option administrator to the issuer of the option (the appropriate member of the SnackCo Group or the GroceryCo Group, as applicable) and the applicable withholding taxes shall be remitted in cash by the option administrator to the entity (the appropriate member of the SnackCo Group or the GroceryCo Group, as applicable) responsible for payroll taxes, withholding and reporting with respect to the option pursuant to Section 8.2. Upon vesting or payment, as applicable, of restricted stock or deferred stock units, the applicable withholding shall be remitted in cash by the administrator to the entity (the appropriate member of the SnackCo Group or the GroceryCo Group, as applicable) responsible for payroll taxes, withholding and reporting with respect to such awards pursuant to Section 8.2. To the extent necessary to provide the withholding amount in cash to the entity responsible for payroll taxes, withholding, and reporting, the issuer of the applicable award shall provide the withholding amount in cash. Notwithstanding the foregoing, the method of remittance of the exercise price of any stock option or any applicable withholding taxes may vary for legal or administrative reasons.

Section 8.5 Dividends/Dividend Equivalents. With respect to dividends on GroceryCo Restricted Shares or dividend equivalents on GroceryCo Deferred Stock Units payable by GroceryCo to a SnackCo Employee, GroceryCo shall make such payments to SnackCo, and SnackCo, as an agent for GroceryCo, shall make such payments to such SnackCo Employees and shall be responsible for payroll taxes, withholding and reporting in accordance with Section 8.2(a). With respect to dividends on SnackCo Restricted Shares or dividend equivalents on SnackCo Deferred Stock Units payable by SnackCo to a GroceryCo Employee, SnackCo shall make such payments to GroceryCo, and GroceryCo, as an agent for SnackCo, shall make such payments to such GroceryCo Employees and shall be responsible for payroll taxes, withholding and reporting in accordance with Section 8.2(a).

Section 8.6 Equity Award Administration. GroceryCo and SnackCo agree that UBS Financial Services Inc. shall be the administrator and recordkeeper for the GroceryCo and SnackCo Equity Compensation Awards outstanding as of the Distribution for the life of the relevant awards, unless the parties mutually agree otherwise.

Section 8.7 Forfeiture-Related Payments.

(a) As soon as practicable following the Distribution Date, SnackCo shall pay to GroceryCo the Fair Value of the GroceryCo Options held by individuals who are SnackCo Employees or Former SnackCo Business Employees and GroceryCo shall pay to SnackCo the Fair Value of the SnackCo Options held by GroceryCo Employees and Former GroceryCo Business Employees. The parties shall settle the obligations of the preceding sentence in cash on a net basis such that the party required to pay the greater amount to the other shall pay the difference between the two amounts to the other.

(b) As soon as practicable following the Distribution Date, SnackCo shall pay to GroceryCo the value of the GroceryCo Deferred Stock Units and GroceryCo Restricted Shares held by individuals who are SnackCo Employees or Former SnackCo Business Employees and GroceryCo shall pay to SnackCo the value of the SnackCo Deferred Stock Units and SnackCo Restricted Shares held by individuals who are GroceryCo Employees or Former GroceryCo Business Employees. The parties shall settle the obligations of the preceding sentence in cash on a net basis such that the party required to pay the greater amount to the other shall pay the difference between the two amounts to the other. For purposes of this Section 8.7(b), the value of the GroceryCo Deferred Stock Units, GroceryCo Restricted Shares, SnackCo Deferred Stock Units and SnackCo Restricted Shares shall be determined based on the GroceryCo Price and the SnackCo Price, respectively, reduced by assumed forfeitures based on the assumptions used for FASB ASC Topic 718 – Stock Compensation purposes in Kraft Foods Inc.'s most recent quarterly or annual financial reporting prepared before the Distribution Date for forfeitures of Kraft Foods Deferred Stock Units and Kraft Foods Restricted Shares, as applicable.

Section 8.8 Registration. GroceryCo shall register the GroceryCo Common Stock relating to the GroceryCo Equity Compensation Awards and make any necessary filings with the appropriate Governmental Authorities as required under U.S. and foreign securities Laws.

Section 8.9 Non-Employee Directors' Stock Units.

(a) Any stock units granted to non-employee directors under any of the Kraft Foods Director Plans and outstanding immediately prior to the Distribution shall be adjusted on the Distribution Date in substantially the same manner as Kraft Foods Deferred Stock Units are adjusted under Section 8.1(a)(ii)(B); provided, that the number of such units shall be rounded down to the nearest whole number of shares (with no cash paid for any fractional share). In all events, the adjustments provided for in this Section 8.9 shall be made in a manner that, as determined by Kraft Foods Inc., avoids adverse Tax consequences under Code Section 409A.

(b) For purposes of this Employee Matters Agreement, each non-employee member of the Board of Directors of Kraft Foods Inc. prior to the Distribution Date who is a non-employee member of the Board of Directors of GroceryCo on the Distribution Date shall be a "GroceryCo Director" and each other non-employee member of the Board of Directors of Kraft Foods Inc. prior to the Distribution Date shall be a "SnackCo Director" . With respect to dividend equivalents on GroceryCo stock units payable by GroceryCo to a SnackCo Director, GroceryCo shall make such payments to SnackCo, and SnackCo, as an agent for GroceryCo, shall make such payments to such SnackCo Directors and shall be responsible for tax reporting of such amounts. With respect to dividend equivalents on SnackCo stock units payable by SnackCo to a GroceryCo Director, SnackCo shall make such payments to GroceryCo, and GroceryCo, as an agent for SnackCo, shall make such payments to such GroceryCo Directors and shall be responsible for tax reporting of such amounts.

(c) Prior to the Distribution Date, GroceryCo shall establish a plan or plans for non-employee directors, so that upon the Distribution, GroceryCo shall have in effect a plan for non-employee directors containing substantially the same terms as each original Kraft Foods Inc. stock compensation plan under which any Kraft Foods Inc. stock unit award that is converted into a GroceryCo stock unit award was granted. From and after the Distribution Date, each GroceryCo stock unit award shall be subject to the terms of the applicable GroceryCo plan for non-employee directors and the award agreement governing such GroceryCo award. From and after the Distribution Date, GroceryCo shall retain, pay, perform, fulfill and discharge all Liabilities arising out of or relating to the GroceryCo stock units awards for non-employee directors.

(d) At the time that any SnackCo stock units held by a GroceryCo Director become distributable pursuant to the terms of the applicable SnackCo non-employee director plan, GroceryCo shall pay to SnackCo the value of such stock units, determined using the closing price of SnackCo Common Stock on the NASDAQ Global Select Market on the date of such distribution. At the time that any GroceryCo stock units held by a SnackCo Director become distributable pursuant to the terms of the applicable GroceryCo non-employee director plan, SnackCo shall pay to GroceryCo the value of such units, determined using the closing price of GroceryCo Common Stock on the NASDAQ Global Select Market on the date of such distribution.

ARTICLE IX
BENEFIT PLAN REIMBURSEMENTS, BENEFIT PLAN THIRD-PARTY CLAIMS

Section 9.1 General Principles. From and after the Distribution Date, any services that a member of the GroceryCo Group shall provide to the members of the SnackCo Group or that a member of the SnackCo Group shall provide to the members of the GroceryCo Group relating to any Benefit Plans shall be set forth in the Transition Services Agreements (and, to the extent provided therein, a member of the GroceryCo Group or the SnackCo Group shall provide administrative services referred to in this Employee Matters Agreement).

Section 9.2 Benefit Plan Third-Party Claims.

(a) In the event of any conflict or inconsistency between the following provision on the one hand, and the Separation Agreement or any of the Ancillary Agreements on the other hand, the following provision shall control over the inconsistent provisions to the extent of the inconsistency:

If a Third-Party Claim relates solely to the Benefit Plan of the Indemnifying Party, GroceryCo and SnackCo shall take all actions necessary to substitute the Indemnifying Party and/or the relevant Benefit Plan of the Indemnifying Party as the proper party for such Third-Party Claim. If the Third-Party Claim relates to both a GroceryCo Benefit Plan and a SnackCo Benefit Plan, GroceryCo and SnackCo shall take all actions necessary to separate or otherwise partition the Third-Party Claim so as to allow each party to solely defend the claim relating to its own Benefit Plan (unless the parties mutually agree that such a separation or partition is unnecessary or inadvisable). If the Third-Party Claim cannot be transferred to the Indemnifying Party or separated or partitioned so as to allow each party to solely defend the claim relating to its own Benefit Plan, then SnackCo shall defend the Third-Party Claim and GroceryCo may elect to participate in (but not control) the defense, compromise, or settlement of any such Third-Party Claim at its own expense.

ARTICLE X
INDEMNIFICATION

Section 10.1 Indemnification. All Liabilities retained or assumed by or allocated to GroceryCo or the GroceryCo Group pursuant to this Employee Matters Agreement shall be deemed to be GroceryCo Liabilities for purposes of Article V of the Distribution Agreement, and all Liabilities retained or assumed by or allocated to SnackCo or the SnackCo Group pursuant to this Employee Matters Agreement shall be deemed to be SnackCo Liabilities for purposes of Article V of the Distribution Agreement.

ARTICLE XI
COOPERATION

Section 11.1 Cooperation. Following the date of this Employee Matters Agreement, SnackCo and GroceryCo shall, and shall cause their respective Subsidiaries, agents and vendors to, use reasonable best efforts to cooperate with respect to any employee compensation, benefits or human resources systems matters that SnackCo or GroceryCo, as applicable, reasonably determines require the cooperation of both SnackCo and GroceryCo in order to accomplish the objectives of this Employee Matters Agreement. Without limiting the generality of the preceding sentence, (a) SnackCo and GroceryCo shall cooperate in coordinating each of their respective payroll systems in connection with the transfers of SnackCo Employees to the SnackCo Group and the Distribution, (b) GroceryCo shall transfer records to SnackCo as reasonably necessary for the proper administration of SnackCo Benefit Plans, to the extent such records are in GroceryCo's possession, (c) SnackCo and GroceryCo shall share, with each other and their respective agents and vendors (without obtaining releases), all participant information necessary for the efficient and accurate administration of the Benefit Plans, and (d) SnackCo and GroceryCo shall share such information as is necessary to administer equity awards pursuant to Article VIII, to provide any required information to holders of such equity awards, and to make any governmental filings with respect thereto.

ARTICLE XII
MISCELLANEOUS

Section 12.1 Vendor Contracts. Prior to the Distribution, SnackCo and GroceryCo shall use reasonable best efforts to (a) negotiate with the current Third Party providers to separate and assign the applicable rights and obligations under each group insurance policy, health maintenance organization, administrative services contract, Third Party administrator agreement, letter of understanding or arrangement that pertains to one or more SnackCo Benefit Plans and one or more GroceryCo Benefit Plans (each, a "Vendor Contract") to the extent that such rights or obligations pertain to SnackCo Employees and Former SnackCo Business Employees and their respective Plan Payees or, in the alternative, to negotiate with the current Third Party providers to provide substantially similar services to the SnackCo Benefit Plans on substantially similar terms under separate contracts with SnackCo or the SnackCo Benefit Plans, and (b) to the extent permitted by the applicable Third Party provider, obtain and maintain pricing discounts or other preferential terms under the Vendor Contracts.

Section 12.2 Further Assurances. Prior to the Distribution, if either party identifies any commercial or other service that is needed to ensure a smooth and orderly transition of its business in connection with the consummation of the transactions contemplated hereby, and that is not otherwise governed by the provisions of this Employee Matters Agreement, the parties will cooperate in determining whether there is a mutually acceptable arm's-length basis on which the other party will provide such service.

Section 12.3 Employment Taxes Withholding Reporting Responsibility. GroceryCo and SnackCo hereby agree to follow the standard procedure for United States employment Tax withholding as provided in Section 4 of Rev. Proc. 2004-53, I.R.B. 2004-35. GroceryCo shall withhold and remit all employment taxes for the last payroll date preceding the Distribution Date with respect to all current and former employees of SnackCo and GroceryCo who receive wages on such payroll date.

Section 12.4 Data Privacy. The parties agree that any applicable data privacy Laws and any other obligations of the GroceryCo Group and the SnackCo Group to maintain the confidentiality of any employee information or information held by any Benefit Plans in accordance with applicable Law shall govern the disclosure of employee information among the parties under this Employee Matters Agreement. GroceryCo and SnackCo shall ensure that they each have in place appropriate technical and organizational security measures to protect the personal data of the GroceryCo Employees, Former GroceryCo Business Employees, SnackCo Employees and Former SnackCo Business Employees.

Section 12.5 Third Party Beneficiaries. Nothing contained in this Employee Matters Agreement shall be construed to create any third-party beneficiary rights in any individual, including without limitation any GroceryCo Employee, SnackCo Employee, Former SnackCo Business Employee or Former GroceryCo Business Employee (including any dependent or beneficiary thereof) nor shall this Employee Matters Agreement be deemed to amend any Benefit Plan or to prohibit SnackCo, GroceryCo or their respective Affiliates from amending or terminating any Benefit Plan.

Section 12.6 Effect if Distribution Does Not Occur. If the Distribution does not occur, then all actions and events that are, under this Employee Matters Agreement, to be taken or occur effective as of the Distribution, or otherwise in connection with the Distribution shall not be taken or occur except to the extent specifically agreed by the parties.

Section 12.7 Incorporation of Separation Agreement Provisions. The following provisions of the Separation Agreement are hereby incorporated herein by reference, and unless otherwise expressly specified herein, such provisions shall apply as if fully set forth herein (references in this Section 12.7 to an "Article" or "Section" shall mean Articles or Sections of the Separation Agreement, and references in the material incorporated herein by reference shall be references to the Separation Agreement): Article IV (relating to Further Assurances and Additional Agreements); Article V (relating to Mutual Releases; Indemnification); Article VI (relating to Exchange of Information; Litigation Management; Confidentiality); Article VII (relating to Dispute Resolution); and Article VIII (relating to Miscellaneous).

Section 12.8 No Representation or Warranty. Kraft Foods Inc. makes no representation or warranty with respect to any matter in this Employee Matters Agreement, including, without limitation, any representation or warranty with respect to the legal or Tax status or compliance of any Benefit Plan, compensation arrangement or Employment Agreement, and Kraft Foods Inc. disclaims any and all liability with respect thereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Employee Matters Agreement to be executed by their duly authorized representatives.

KRAFT FOODS INC.

By: /s/ Gerhard Pleuhs
Name: Gerhard Pleuhs
Title: Authorized Signatory

KRAFT FOODS GROUP, INC.

By: /s/ Timothy R. McLevish
Name: Timothy R. McLevish
Title: Authorized Signatory

Exhibit 10.3

Execution Copy

MASTER OWNERSHIP AND LICENSE AGREEMENT REGARDING PATENTS, TRADE SECRETS AND RELATED INTELLECTUAL PROPERTY

between

KRAFT FOODS GLOBAL BRANDS LLC,

KRAFT FOODS GROUP BRANDS LLC,

KRAFT FOODS UK LTD.

and

KRAFT FOODS R&D INC.

EFFECTIVE AS OF THE DISTRIBUTION DATE

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MASTER OWNERSHIP AND LICENSE AGREEMENT REGARDING
PATENTS, TRADE SECRETS AND RELATED INTELLECTUAL PROPERTY

MASTER OWNERSHIP AND LICENSE AGREEMENT REGARDING PATENTS, TRADE SECRETS AND RELATED INTELLECTUAL PROPERTY, effective as of the Distribution Date (as defined in the Separation Agreement (as defined below)) (this "Agreement"), between Kraft Foods Global Brands LLC, a Delaware limited liability company ("Global Brands"), Kraft Foods Group Brands LLC, a Delaware limited liability company ("Group Brands"), Kraft Foods UK Ltd., a company organized under the laws of the United Kingdom, and Kraft Foods R&D, Inc., a Delaware corporation.

RECITALS

A. Kraft Foods Inc., a Virginia corporation ("Kraft Foods Inc." or "SnackCo") and Kraft Foods Group, Inc., a Virginia corporation ("Kraft Foods Group, Inc." or "GroceryCo") have entered into the Separation and Distribution Agreement (the "Separation Agreement"), effective as of the Distribution Date, under which Kraft Foods Inc. will distribute to the Record Holders (as defined in the Separation Agreement), on a pro rata basis, all the outstanding shares of GroceryCo Common Stock (as defined in the Separation Agreement) owned by Kraft Foods Inc. on the Distribution Date (the "Distribution").

B. Prior to the Distribution, Kraft Foods Inc., acting through itself and its direct and indirect Subsidiaries (as defined in the Separation Agreement), has conducted the GroceryCo Business (as defined in the Separation Agreement) and the SnackCo Business (as defined in the Separation Agreement). Pursuant to the Distribution, Kraft Foods Inc. is being separated into two publicly traded companies: (i) GroceryCo, which will own and conduct, directly and indirectly, the GroceryCo Business; and (ii) SnackCo, which will own and conduct, directly and indirectly, the SnackCo Business; and each party (via its respective intellectual property holding company), GroceryCo and SnackCo, shall own all right, title and interest in and to certain intellectual property.

C. In furtherance of the separation of Kraft Foods Inc. into two publicly traded companies pursuant to the Separation Agreement, Section 2.1(b) of the Separation Agreement requires GroceryCo and SnackCo to, and to cause their respective Subsidiaries to, (i) transfer to one or more members of the GroceryCo Group (as defined in the Separation Agreement) all of the right, title and interest of the SnackCo Group (as defined in the Separation Agreement) in and to all GroceryCo Assets (as defined in the Separation Agreement) and (ii) transfer to one or more members of the SnackCo Group all of the right, title and interest of the GroceryCo Group in and to all SnackCo Assets (as defined in the Separation Agreement).

D. Whereas, as part of the foregoing, GroceryCo and SnackCo, through their respective companies, Group Brands and Global Brands, desire to assign ownership of certain intellectual property from Global Brands and its and their Affiliates and Subsidiaries (including Kraft Foods UK Ltd. and Kraft Foods R&D Inc.) to Group Brands, and wherein Global Brands and Group Brands desire to license to the other party certain of its intellectual property.

E. Whereas, Kraft Canada Inc. and Mondelez Canada Inc. are entering into the "Canadian Asset Transfer Agreement," which addresses, inter alia, the parties' respective rights with respect to the Canadian Intellectual Property.

F. Pursuant to the Trademarks and Related Intellectual Property ("Trademark Agreement"), Group Brands and Global Brands have entered into an agreement which addresses, inter alia, trademarks and brand related copyrights used in the conduct of the GroceryCo Business and the SnackCo Business.

G. Pursuant to the Agreement for the License of Tassimo Intellectual Property and Provision of Services to Support the Tassimo System Arrangements ("Tassimo IP Agreement") attached as Exhibit A, Group Brands and Global Brands have entered into an agreement governing the parties' rights and obligations regarding the Tassimo Intellectual Property.

H. The parties desire to enter into this Agreement on the following terms and conditions to set forth their agreements regarding the ownership, licensing and rights to use Patents, Trade Secrets and related Intellectual Property (each as defined below) used in the conduct of the GroceryCo Business and the SnackCo Business.

I. It is intended that the transactions contemplated by this Agreement will qualify as a tax-free transaction for U.S. federal income tax purposes pursuant to Sections 355 and 368 of the Code.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Table of Definitions. A capitalized term used in this Agreement and not otherwise defined in this Agreement will have the meanings ascribed to such term in the Separation Agreement. In the event that a capitalized term is defined both in this Agreement and in a different agreement (i.e., the Separation Agreement), the definition in this Agreement shall prevail. The following terms have the meanings set forth on the pages referenced below:

Section 1.2 Certain Defined Terms. For purposes of this Agreement:

"ACV" means All Commodity Volume, which is a measure of the total annual dollar sales of all items sold within all retail stores selling food and beverage products within a geographic area. Product distribution is described as "% ACV," which is a measure of the distribution of a particular product within a geographic area that is calculated by dividing (a) the total annual dollar sales of all items sold within the stores in which the particular product being measured is sold within that geography, by (b) the total ACV for that geography.

"Aladdin IP" means those certain Patents listed under the heading "Aladdin" in Schedule 2.1(b) (Group Brands Licensed Patents) and those certain associated Trade Secrets and Know-How listed under the heading "Aladdin" in Schedule 2.2(b) (Group Brands Licensed Trade Secrets and Know-How). For the purposes of this Agreement, Aladdin IP shall be governed by the limitations and restrictions as those of Powdered Beverages as noted in Schedule 1.2(b) and Schedule 1.2(c).

"Anaqua" means the Anaqua database or any replacement or other similar or future iteration thereof, which may include information regarding: the filing, prosecution and maintenance of intellectual property; copies or drafts of Invention Disclosure forms; intellectual property filing plans or strategies; information regarding or related to patentability, freedom to operate, searches, opinions and strategies; documents prepared in connection with, related to or submitted to an applicable intellectual property office; Trade Secrets and Know-How and/or other confidential or proprietary information associated with the Patents or the GroceryCo Business and SnackCo Business; and may include information related to the former CPI database.

"Annual Optional Rights Fee" means the amount listed under the heading "Annual Optional Rights Fee" in Schedule 1.2(g).

"Black Box" means a mechanism to protect proprietary technology from full technical disclosure to a third party (e.g. Co-Manufacturer or Supplier) such that the third party can use the technology without any understanding of the actual technology or the proprietary details regarding the technology. That is, the technology (the input) is sufficiently protected while providing a means for the third party to use (the output).

"Bud IP" means those certain Patents listed under the heading "Bud" in Schedule 2.1(b) (Group Brands Licensed Patents) and those certain associated Trade Secrets and Know-How listed under the heading "Bud" in Schedule 2.2(b) (Group Brands Licensed Trade Secrets and Know-How). For the purposes of this Agreement, Bud IP shall be governed by the limitations and restrictions as those of Coffee as noted in Schedule 1.2(b) and Schedule 1.2(c).

"Business" means the GroceryCo Business or the SnackCo Business, as the context requires.

"Cadbury Licensed Patents" means certain Patents that are owned by Global Brands which relate to the Cadbury business and which are identified in Schedule 3.3(b).

"Canadian Intellectual Property" means those certain Patents and certain associated Trade Secrets and Know-How listed in Schedule 13.2 that are owned by Kraft Canada Inc., Mondelez Canada Inc. or an Affiliate that is domiciled in Canada.

"Co-Manufacturer" means a third party that converts raw materials and/or semi-finished ingredients into a Finished Product or components at a non-GroceryCo/SnackCo facility.

"Defined Territory" means those jurisdictions specific to each party with respect to a particular Key Overlap Business as identified on Schedule 1.2(c).

"Direct Entry" by a party means the entry into a country or region for the sale of a product by such party where such product has been produced at a manufacturing facility which is majority owned and controlled by the party (or one of its Affiliates or Subsidiaries), regardless of where such manufacturing facility is located.

"Finished Product" means a product which undergoes no further processing and is wrapped in packaging suitable for the consumer as a stand-alone stock keeping unit or ("SKU").

"GCC Countries" means the countries listed under the heading "GCC Countries" in Schedule 1.2(a).

"Global Brands Licensed Patents" means those Patents that are owned by Global Brands that are listed in Schedule 2.1(c) and any Patents resulting from the Invention Disclosures or Patent applications listed therein, including any and all continuations, continuations-in-part, divisionals, reissues, reexaminations and renewals of any of the above, and any foreign counterparts of any of the foregoing, but excludes the Tassimo Patents.

"Global Brands Licensed Trade Secrets and Know-How" means those Trade Secrets and Know-How that are owned by Global Brands and to which Group Brands has the right to obtain a license under this Agreement, including those Trade Secrets and Know-How listed in Schedule 2.2(c), but excludes the Tassimo Trade Secrets and Know-How.

"Global Brands Non-Licensed Patents" means those Patents that are owned by Global Brands that are listed in Schedule 3.1(b) and any Patents resulting from the Invention Disclosures or Patent applications listed therein, including any and all continuations, continuations-in-part, divisionals, reissues, reexaminations and renewals of any of the above, and any foreign counterparts of any of the foregoing.

"Global Brands Non-Licensed Trade Secrets and Know-How" means those Trade Secrets and Know-How that are owned by Global Brands and to which Group Brands does not have the right to obtain a license under this Agreement, including those Trade Secrets and Know-How listed in Schedule 4.1(b).

"Global Brands Patents" means those Patents that are owned by Global Brands and includes the Global Brands Non-Licensed Patents and the Global Brands Licensed Patents.

"Global Brands Trade Secrets and Know-How" means those Trade Secrets and Know-How that are owned by Global Brands and includes the Global Brands Non-Licensed Trade Secrets and Know-How and the Global Brands Licensed Trade Secrets and Know-How.

"Group Brands Licensed Patents" means those Patents that are owned by Group Brands that are listed in Schedule 2.1(b) and any Patents resulting from the Invention Disclosures or Patent applications listed therein, including any and all continuations, continuations-in-part, divisionals, reissues, reexaminations and renewals of any of the above, and any foreign counterparts of any of the foregoing.

"Group Brands Licensed Trade Secrets and Know-How" means those Trade Secrets and Know-How that are owned by Group Brands and to which Global Brands has the right to obtain a license under this Agreement, including those Trade Secrets and Know-How listed in Schedule 2.2(b).

"Group Brands Non-Licensed Patents" means those Patents that are owned by Group Brands that are listed in Schedule 3.1(a) and any Patents resulting from the Invention Disclosures or Patent applications listed therein, including any and all continuations, continuations-in-part, divisionals, reissues, reexaminations and renewals of any of the above, and any foreign counterparts of any of the foregoing.

"Group Brands Non-Licensed Trade Secrets and Know-How" means those Trade Secrets and Know-How that are owned by Group Brands and to which Global Brands does not have a right to obtain a license under this Agreement, including those Trade Secrets and Know-How listed in Schedule 4.1(a).

"Group Brands Patents" means those Patents that are owned by Group Brands and includes the Group Brands Non-Licensed Patents and the Group Brands Licensed Patents.

"Group Brands Trade Secrets and Know-How" means those Trade Secrets and Know-How that are owned by Group Brands and includes the Group Brands Non-Licensed Trade Secrets and Know-How and the Group Brands Licensed Trade Secrets and Know-How.

"Intellectual Property" means, collectively, the Patents, Trade Secrets and Know-How that are subject to this Agreement. For the purposes of this Agreement, trademarks and copyrights are not subject to this Agreement, but rather shall be governed by the Trademark Agreement or other Ancillary Agreements.

"Invention Disclosure" means a disclosure of an invention which:

(a) memorializes an idea, discovery, development, invention, innovation, improvement and/or idea, whether or not patentable;

(b) may be written for the purpose of allowing legal and/or business people to determine whether to file a Patent application with respect to such invention; and

(c) may be recorded with a control number in the owning party's records.

"Key Overlap Business" refers to one or more of certain businesses in which both GroceryCo and SnackCo may operate as identified in Schedule 1.2(b).

"Know-How" means the proprietary information, knowledge and skill required to: conduct, operate or utilize the technology associated with the GroceryCo Business or SnackCo Business; utilize or practice the Group Brands Patents or Global Brands Patents; and/or utilize or practice the Trade Secrets associated with the GroceryCo Business and SnackCo Business, including any know-how that is embodied in databases (including the Meridian, R&D Suite and Anaqua databases).

"Latin American Countries" means the countries listed under the heading "Latin American Countries" in Schedule 1.2(a).

"LCRB" refers to certain Liquid Concentrate Refreshment Beverage products with characteristics as further described in Schedule 1.2(d).

"LCRB Defined Territory" means those specific jurisdictions listed under the heading "LCRB Defined Territory" in Schedule 1.2(c).

"LCRB Licensed Intellectual Property" means, collectively, the LCRB Licensed Patents and the LCRB Licensed Trade Secrets and Know-How.

"LCRB Licensed Patents" means those Patents that are owned by Group Brands that are listed in Schedule 5.1(a)(i) and any Patents resulting from the Invention Disclosures or Patent applications listed therein, including any and all continuations, continuations-in-part, divisionals, reissues, reexaminations and renewals of any of the above, and any foreign counterparts of any of the foregoing.

"LCRB Licensed Trade Secrets and Know-How" means those Trade Secrets and Know-How that are owned by Group Brands in relation to LCRB, including those Trade Secrets and Know-How listed in Schedule 5.1(a)(ii).

"LCRB Optional Market" means the market listed under the heading "LCRB Optional Market" in Schedule 1.2(a).

"Licensed Intellectual Property" means, collectively, the Licensed Patents and Licensed Trade Secrets and Know-How.

"Licensed Patent(s)" means, collectively, the Group Brands Licensed Patents and the Global Brands Licensed Patents.

"Licensed Trade Secrets and Know-How" means, collectively, the Group Brands Licensed Trade Secrets and Know-How and/or the Global Brands Licensed Trade Secrets and Know-How.

"Meridian" means the Meridian formula and specification database or any replacement or other similar or future iteration thereof, which generally contains formulations; recipes; specifications; raw materials, product, packaging, nutritional, regulatory and processing technical data; manufacturing methods; vendor information and certain Trade Secrets, Know-How and/or other confidential and other proprietary information associated with the products made and/or sold or the services performed or rendered as part of the GroceryCo Business and SnackCo Business.

"MGC" means microgrind coffee and refers to certain products with characteristics as further described in Schedule 1.2(e).

"MGC Defined Territory" means those specific jurisdictions listed under the heading "MGC Defined Territory" in Schedule 1.2(c).

"MGC Licensed Intellectual Property" means, collectively, the MGC Licensed Patents and the MGC Licensed Trade Secrets and Know-How.

"MGC Licensed Patents" means those Patents that are owned by Global Brands that are listed in Schedule 5.2(a)(i) and any Patents resulting from the Invention Disclosures or Patent applications listed therein, including any and all continuations, continuations-in-part, divisionals, reissues, reexaminations and renewals of any of the above, and any foreign counterparts of any of the foregoing.

"MGC Licensed Trade Secrets and Know-How" means those Trade Secrets and Know-How that are owned by Global Brands in relation to MGC, including those Trade Secrets and Know-How listed in Schedule 5.2(a)(ii).

"MGC Optional Market" means the market listed under the heading "MGC Optional Market" in Schedule 1.2(a).

"Non-Licensed Patents" means, collectively, the Group Brands Non-Licensed Patents and the Global Brands Non-Licensed Patents.

"Non-Licensed Trade Secrets and Know-How" means, collectively, the Group Brands Non-Licensed Trade Secrets and Know-How and the Global Brands Non-Licensed Trade Secrets and Know-How.

"Non-Key Overlap Business" refers to certain businesses in which both GroceryCo and SnackCo may operate, including the businesses listed in Schedule 1.2(f), but excluding any Key Overlap Business.

"Packaging and Research Patents" means certain Licensed Patents on Schedule 3.5(a)(i) that cover general packaging and research related innovations.

"Patents" means patents, design patents, patent applications, utility models, design registrations, registered industrial designs, industrial design applications, certificates of invention and other governmental grants for the protection of inventions or industrial designs anywhere in the world and all reissues, renewals, re-examinations and extensions of any of the foregoing,

including: any Invention Disclosures, any patent applications filed on any Invention Disclosures; any continuations, continuations-in-part, divisionals and substitutions of any patent applications; any renewals, reissues, reexaminations and extensions of the foregoing patents; any patent application or patent to the extent that it claims priority from any of the foregoing patent applications or patents; any foreign counterpart of any of the foregoing patent applications or patents.

"Patent Assignment" means the applicable agreement entered into between an assignor and assignee which transfers, conveys and assigns ownership in and to the identified Patent(s), in substantially the form attached hereto as Exhibit B or as required by the U.S. Patent and Trademark Office, or such other foreign intellectual property office as applicable.

"Regions" means the Regions listed under the heading "Regions" in Schedule 1.2(a).

"Restricted Technologies" means certain Licensed Intellectual Property on Schedule 3.6(a) that are owned by the identified party and which are subject to additional restrictions as specified herein.

"R&D Suite" means the database which is commonly referred to as "R&D Suite," or any replacement or other similar or future iteration thereof, and is primarily used by Research, Development and Quality and generally contains the research, development, technical and business information and other confidential and proprietary information, including Trade Secrets and Know-How associated with the GroceryCo Business and SnackCo Business.

"Substantial Amount" means the amount listed under the heading "Substantial Amount" in Schedule 1.2(g).

"Substantial Presence" means the amount listed under the heading "Substantial Presence" in Schedule 1.2(g) with respect to a particular Key Overlap Business or Non-Key Overlap Business within a specific Defined Territory.

"Supplier" means a third party that provides goods or services to GroceryCo and/or SnackCo, including raw materials, ingredients, packaging components or other input components needed to formulate and manufacture a Finished Product.

"Tassimo Intellectual Property" means, collectively, the Tassimo Patents and the Tassimo Trade Secrets and Know-How.

"Tassimo Patents" means those Patents that are owned by Global Brands which relate to the Tassimo business and which are identified in Schedule 2.5(a).

"Tassimo Trade Secrets and Know-How" means those Trade Secrets and Know-How that are owned by Global Brands which relate to the Tassimo business and which are identified in Schedule 2.5(b).

"Third Party Agreements" means those agreements with third parties that were entered into prior to the Separation that may impact the scope of ownership, license and/or use rights to the Licensed Intellectual Property as set forth in Schedule 6.1.

"Total Optional Rights Fee" means the amount listed under the heading "Total Optional Rights Fee" in Schedule 1.2(g).

"Trade Secrets" means any information, including but not limited to, technical or non-technical data, a formula, recipe, pattern, compilation, program, device, method, technique, drawing, process or financial data, including any trade secrets that may be contained in databases (including the Meridian, R&D Suite and Anaqua databases) that: (1) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

"Trade Secrets and Know-How" means collectively the Trade Secrets and Know-How.

"Undefined Territory" means those jurisdictions that are not the Defined Territory of either party.

ARTICLE II
ASSIGNMENT AND OWNERSHIP OF INTELLECTUAL PROPERTY

Section 2.1 Assignment and Ownership of Patents.

(a) Assignment of Patents to Group Brands. Global Brands hereby (and hereby causes its and their Affiliates and Subsidiaries, including Kraft Foods UK Ltd. and Kraft Foods R&D Inc. to) irrevocably assigns, transfers, conveys and delivers to Group Brands all of Global Brands' (and its and their Affiliates and Subsidiaries) right, title and interest in and to the Group Brands Patents, including the right to any and all causes of action and rights of recovery for past infringement of the Group Brands Patents and the right to claim priority from the Group Brands Patents. Except as set forth in this Agreement, Global Brands (and the applicable Affiliate or Subsidiary) shall be relieved of all future obligations relating to the Group Brands Patents as a result of the Separation. Global Brands will (and shall cause any applicable Affiliate or Subsidiary to), without demanding any further consideration therefore, at the request and expense of Group Brands (except for the value of the time of Global Brands' employees), do all lawful and just acts, that may be or become necessary for prosecuting, obtaining continuations, continuations-in-part and divisionals of, or reissuing or re-examining, said Group Brands Patents and for evidencing, recording and perfecting Group Brands' rights to said Group Brands Patents, including but not limited to execution and acknowledgement of assignments in a form (such as the Patent Assignment) that is reasonably required for each Patent jurisdiction. Patents assigned by Kraft Foods UK Ltd. or Kraft Foods R&D Inc. to Group Brands under this Section shall be set forth in the Group Brands Licensed Patents Schedule or Group Brands Non-Licensed Patents Schedule, as applicable.

(b) Ownership of Group Brands Patents. The parties agree that Group Brands is the sole and exclusive owner as between the parties of all right, title and interest in and to the Group Brands Patents. Global Brands has no right or interest to the Group Brands Patents other than as provided by the license set forth in ARTICLE III to the Group Brands Licensed Patents identified in Schedule 2.1(b) and the license set forth in ARTICLE V to the LCRB Licensed Patents identified in Schedule 5.1(a)(i). Except as set forth in this Agreement, Global Brands

shall be relieved of all future obligations relating to the Group Brands Patents as of the Separation. It is anticipated by the parties that Group Brands (or its Affiliates or Subsidiaries) may continue to develop inventions and obtain Patents after the Separation that shall be owned by Group Brands and shall not be subject to any license to Global Brands unless specifically provided for herein.

(c) Ownership of Global Brands Patents. The parties agree that Global Brands hereby retains and is the sole and exclusive owner as between the parties of all right, title and interest in and to the Global Brands Patents. Group Brands has no right or interest to the Global Brands Patents other than as provided by the license set forth in ARTICLE III to the Global Brands Licensed Patents identified in Schedule 2.1(c), the license set forth in ARTICLE V to the MGC Licensed Patents identified in Schedule 5.2(a)(i) and to the license set forth in the Tassimo IP Agreement. Except as set forth in this Agreement, Group Brands shall be relieved of all future obligations relating to the Global Brands Patents as a result of the Separation. It is anticipated by the parties that Global Brands (or its Affiliates or Subsidiaries) may continue to develop inventions and obtain Patents after the Separation that shall be owned by Global Brands and shall not be subject to license to Group Brands unless specifically provided for herein. Patents owned by Kraft Foods UK Ltd. and Kraft Foods R&D Inc. that will be licensed to Group Brands under ARTICLE III shall be set forth in the Global Brands Licensed Patents Schedule.

Section 2.2 Assignment and Ownership of Trade Secrets and Know-How.

(a) Global Brands hereby (and hereby causes its and their Affiliates and Subsidiaries to) irrevocably assigns, transfers, conveys and delivers to Group Brands all of Global Brands' (and its and their Affiliates and Subsidiaries) right, title and interest in and to the Group Brands Trade Secrets and Know-How, including all priority rights under applicable international, multilateral and bilateral treaties and conventions. The right, title and interest is to be held and enjoyed by Group Brands as fully and exclusively as it would have been held and enjoyed by Global Brands had this assignment not been made. Group Brands shall have all benefits, privileges, causes of action, claims and remedies arising out of or relating to the Group Brands Trade Secrets and Know-How, the exploitation thereof, and the use and ownership of any of the Group Brands Trade Secrets and Know-How, including but not limited to: (i) any and all remedies against and for past, present or future misappropriation or unauthorized disclosure of the Group Brands Trade Secrets and Know-How; and (ii) any and all rights to enforce, settle any disputes and retain all proceeds from any such actions. Except as set forth in this Agreement, Global Brands shall be relieved of all future obligations relating to the Group Brands Trade Secrets and Know-How as a result of the Separation.

(b) Ownership of Group Brands Trade Secrets and Know-How. The parties agree that Group Brands is the sole and exclusive owner of all right, title and interest in and to the Group Brands Trade Secrets and Know-How. Global Brands has no right or interest in or to the Group Brands Trade Secrets and Know-How other than to the license set forth in ARTICLE IV to the Group Brands Licensed Trade Secrets and Know-How identified in Schedule 2.2(b) and the license set forth in ARTICLE V to the LCRB Licensed Trade Secrets and Know-How identified in Schedule 5.1(a)(ii). It is anticipated by the parties that Group Brands (or its Affiliates or Subsidiaries) may continue to develop Trade Secrets and Know-How after the Separation that shall be owned by Group Brands and shall not be subject to license to Global Brands unless specifically provided for herein.

(c) Ownership of Global Brands Trade Secrets and Know-How. The parties agree that Global Brands hereby retains and is the sole and exclusive owner of all right, title and interest in and to the Global Brands Trade Secrets and Know-How. Group Brands has no right or interest in or to the Global Brands Trade Secrets and Know-How other than the license set forth in ARTICLE IV to Global Brands Licensed Trade Secrets and Know-How identified in Schedule 2.2(c), the license set forth in ARTICLE V to the MGC Licensed Trade Secrets and Know-How identified in Schedule 5.2(a)(ii) and the license set forth in the Tassimo IP Agreement. It is anticipated by the parties that Group Brands (or its Affiliates or Subsidiaries) may continue to develop Trade Secrets and Know-How after the Separation that shall be owned by Global Brands and shall not be subject to license to Group Brands unless specifically provided for herein.

Section 2.3 Ownership of Meridian Information. For the sake of convenience and given the size and overlapping nature of the technology and information contained in Meridian, the parties agree that: each party will obtain a full and complete copy of Meridian as it exists as of the Separation Date excluding Meridian information relating to the products set forth under the heading "Meridian" in Schedule 4.1(a) and Schedule 4.1(b), which shall be provided solely to Group Brands or Global Brands, respectively, and each party acknowledges receipt thereof; and each party has the right to use the information contained in Meridian to make, have made, use, sell, offer for sale, import and export products in any jurisdiction around the world, subject to the restrictions set forth in this Section 2.3 and ARTICLE IV:

(a) Meridian Information owned by Group Brands. Global Brands hereby grants, conveys, transfers and assigns to Group Brands all right, title and interest with respect to the confidential and proprietary information within Meridian that: (i) relates to the Group Brands Patents or any Group Brands Trade Secrets and Know-How; and (ii) relates to the GroceryCo Business, including any SKUs sold exclusively by the GroceryCo Business as of the Date of Distribution and to the products identified under the heading "Meridian" in Schedule 4.1(a), all of which shall be considered as Group Brands Trade Secrets and Know-How. Global Brands shall not have any right, title or interest in or to the Group Brands Non-Licensed Trade Secrets and Know-How.

(b) Meridian Information owned by Global Brands. The parties agree that Global Brands hereby retains and is the sole and exclusive owner of all right, title and interest in and to the confidential and proprietary information within Meridian that: (i) relates to the Global Brands Patents or any Global Brands Trade Secrets and Know-How; and (ii) relates to the SnackCo Business, including any SKUs sold exclusively by the SnackCo Business as of the Date of Distribution and to the products identified under the heading "Meridian" in Schedule 4.1(b), all of which shall be considered as Global Brands Trade Secrets and Know-How. Group Brands shall not have any right, title or interest in or to the Global Brands Non-Licensed Trade Secrets and Know-How.

(c) Ownership Generally.

(i) To the extent the information contained in Meridian that each party receives a copy of constitutes the Trade Secrets or Know-How of a party, the party who owns the underlying Trade Secrets and Know-How shall own the associated Meridian information and the same provisions governing ownership and rights to use the Trade Secrets and Know-How as set forth in ARTICLE II, ARTICLE IV and ARTICLE V shall apply to the associated Meridian information. In the event a party receives the Non-Licensed Trade Secrets and Know-How of the other party by virtue of its copy of Meridian information, such party shall have no right, title or interest in or to, nor shall have any right to exploit in any manner, such Non-Licensed Trade Secrets and Know-How of the other party.

(ii) To the extent there is an overlap between the SKUs sold by the GroceryCo Business and the SnackCo Business as of the Distribution Date, or Meridian information that relates to inactive SKUs or Meridian technical information that is common across products within both GroceryCo and SnackCo, then: (1) Group Brands shall be granted ownership of such Meridian information that predominantly relates to Processed Cheese, Cream Cheese and all Non-Key Overlap Businesses; and (2) Global Brands shall be granted ownership of such Meridian information that predominantly relates to Coffee and Powdered Beverages.

Section 2.4 Ownership of R&D Suite. For the sake of convenience and given the size and overlapping nature of the technology and information contained in R&D Suite, the parties agree that: each party will obtain a full and complete copy of the R&D Suite as it exists as of the Distribution Date; each party acknowledges receipt thereof; and each party has the right to use the information contained in R&D Suite to make, have made, use, sell, offer for sale, import and export products in any jurisdiction around the world, except:

(a) to the extent the information contained in R&D Suite constitutes the Trade Secrets or Know-How of a party, the party who owns the underlying Trade Secrets and Know-How shall own the associated R&D Suite information and the same provisions governing ownership and rights to use the Trade Secrets and Know-How as set forth in ARTICLE II, ARTICLE IV and ARTICLE V shall apply to the associated R&D Suite information. In the event a party receives the Non-Licensed Trade Secrets and Know-How of the other party by virtue of its copy of R&D Suite information, such party shall have no right, title or interest in or to, nor shall have any right to exploit in any manner, such Non-Licensed Trade Secrets and Know-How of the other party.

Section 2.5 Ownership of Tassimo Intellectual Property. The parties agree that Global Brands hereby retains and is the sole and exclusive owner as between the parties of all right, title and interest in and to the Tassimo Patents identified in Schedule 2.5(a) and the Tassimo Trade Secrets and Know-How as identified in Schedule 2.5(b). Group Brands' rights and obligations regarding its use of the Tassimo Intellectual Property are governed by the Tassimo IP Agreement.

Section 2.6 Additional Obligations Under the Other Party's Patents. Each party agrees to continue the contractual obligations of any named inventor on a Patent that was a former employee or contractor of Kraft Foods Global Brands LLC (and its and their Affiliates and Subsidiaries) prior to the Distribution, with respect to a duty to assist with the prosecution of Patents. Each party agrees to make available to the other party such inventors for interviews

and/or testimony and to assist in good faith in further prosecution and maintenance of the Patents. Any actual and reasonable out-of-pocket expenses associated with such assistance shall be borne by the party seeking or receiving assistance, expressly excluding the value of the time of such party's personnel. In addition, the parties agree to cooperate to effect a smooth transfer of the responsibility for prosecution, maintenance and enforcement of the Patents herein assigned and licensed.

Section 2.7 Prior Grants. The parties acknowledge and agree that the assignments and licenses granted herein to the Intellectual Property are subject to any and all licenses or other rights that may have been granted by a party (or its Affiliates, Subsidiaries and its and their Predecessors) with respect to the Intellectual Property prior to the Distribution as further set forth in ARTICLE VI.

Section 2.8 Further Assurances. The parties shall, and shall cause their respective Affiliates and Subsidiaries to, execute and deliver such instruments of assignment, conveyance and transfer and take such other actions as are necessary to memorialize or perfect the assignments provided for in this ARTICLE II. The parties shall share equally in such costs associated with the filing or recording of assignments in the relevant jurisdictions, provided however that in each case above, the applicable assignee shall be solely responsible for preparing, filing and/or recording any assignment, transfer or change of name documents relating to the Intellectual Property or any other documents necessary to record ownership of the Intellectual Property in the applicable assignee's name, including the Patent Assignment. The applicable assignee agrees to use reasonable efforts to promptly file with U.S. Patent and Trademark Office, or such other foreign intellectual property office as applicable, any necessary documents relating to the assignment, transfer, conveyance and delivery of title and ownership of the Intellectual Property to the assignee.

Section 2.9 Mistaken Allocations. If either party discovers that certain Intellectual Property intended by the parties to be owned by Global Brands was inadvertently listed in the Group Brands Schedules or certain Intellectual Property intended by the parties to be owned by Group Brands was inadvertently listed in the Global Brands Schedules, such party shall provide written notice to the other party and the parties thereafter shall cooperate in good faith and amend the listings in the Group Brands Schedules and Global Brands Schedules, as applicable, and assign the applicable Intellectual Property to the proper party, as mutually agreed, including providing all copies of such applicable Intellectual Property to such other party. The parties agree to share equally any incremental costs associated with assigning any such Intellectual Property to the proper party pursuant to this Section 2.9. If either party discovers that certain Intellectual Property intended by the parties to be licensed to that party or the other party, then the provisions of Section 3.8 or Section 4.8 shall apply, as applicable.

Section 2.10 Disclaimer of Representations and Warranties.

(a) Each of Global Brands (on behalf of itself and each other SnackCo Entity) and Group Brands (on behalf of itself and each other GroceryCo Entity) understands and agrees that, no party (including its and their Affiliates and Subsidiaries) to this Agreement is making any representations or warranties relating in any way to the Intellectual Property, to any Consent required in connection therewith, to the value or freedom from any Security Interests of,

or any other matter concerning, any Intellectual Property, or to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any Intellectual Property upon the execution, delivery and filing hereof or thereof. Except as may expressly be set forth in this Agreement, (a) all Intellectual Property is being transferred or licensed on an "as is," "where is" basis, (b) any implied warranty of merchantability, fitness for a specific purpose or otherwise is hereby expressly disclaimed, (c) the respective transferees shall bear the economic and legal risks that any conveyance shall prove to be insufficient to vest in the transferee good and marketable title, free and clear of any Security Interest and (d) none of the parties (including their Affiliates or Subsidiaries) to this Agreement or any other Person makes any representation or warranty with respect to any information, documents or materials made available in connection with entering into this Agreement, or the transactions contemplated hereby.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT THE ASSIGNMENTS AND LICENSES HEREIN ARE MADE ON AN "AS-IS," QUITCLAIM BASIS AND THAT NEITHER PARTY NOR ANY SUBSIDIARY OF SUCH PARTY HAS MADE OR WILL MAKE ANY WARRANTY WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ENFORCEABILITY, NON-INFRINGEMENT OR VALIDITY OF PATENT CLAIMS (ISSUED OR PENDING).

ARTICLE III
LICENSED PATENT RIGHTS AND RESTRICTIONS, GENERALLY

Section 3.1 Rights in the Non-Licensed Patents. Group Brands owns all right, title and interest in and to the Group Brands Non-Licensed Patents set forth in Schedule 3.1(a). Global Brands owns all right, title and interest in and to the Global Brands Non-Licensed Patents set forth in Schedule 3.1(b). Neither party shall have any right, title or interest under the other party's Non-Licensed Patents.

Section 3.2 Rights to Group Brands Licensed Patents. Group Brands grants to Global Brands a perpetual, fully paid-up, royalty-free, non-exclusive and worldwide license in and to the Group Brands Licensed Patents (excluding the LCRB Licensed Patents which are governed by Section 5.1) to make, have made, use, sell, offer for sale, supply or have supplied, import or have imported, export or have exported any products or services, or practice any methods and make improvements thereon subject to the terms and conditions of this Agreement, including those restrictions set forth in this ARTICLE III and including any obligations by either party to assign or license exclusive rights to the Licensed Patents to a third party in a territory pursuant to a Third Party Agreement as set forth in ARTICLE VI. Unless expressly stated otherwise, Group Brands retains all other rights in and to the Group Brands Licensed Patents.

Section 3.3 Rights to Global Brands Licensed Patents.

(a) Global Brands grants to Group Brands a perpetual, fully paid-up, royalty-free, non-exclusive and worldwide license in and to the Global Brands Licensed Patents (excluding the MGC Licensed Patents which are governed by Section 5.2) to make, have made,

use, sell, offer for sale, supply or have supplied, import or have imported, export or have exported any products or services, or practice any methods and make improvements thereon subject to the terms and conditions of this Agreement, including those restrictions set forth in this ARTICLE III and including any obligations by either party to assign or license exclusive rights to the Licensed Patents to a third party in a territory pursuant to a Third Party Agreement as set forth in ARTICLE VI. Unless expressly stated otherwise, Global Brands retains all other rights in and to the Global Brands Licensed Patents.

(b) Notwithstanding the above, in the event Group Brands (or its Affiliates or Subsidiaries) practices any of the Cadbury Licensed Patents as set forth on Schedule 3.3(b), the scope of Group Brands' rights to the Cadbury Licensed Patents shall be the same as Group Brands' rights and obligations to the Global Brands Licensed Patents, except that Group Brands shall pay a royalty fee for the Cadbury Licensed Patents pursuant to the royalty fee set forth in Schedule 3.3(b). In addition, and solely to the extent necessary to practice the Cadbury Patents, Group Brands shall be entitled to receive a copy of the relevant Global Brands Trade Secrets and Know-How (including all Global Brands Trade Secrets and Know-How contained within Meridian and R&D Suite) with respect to the Cadbury Licensed Patents, and such information provided shall be deemed Global Brands Licensed Trade Secrets and Know-How.

Section 3.4 Rights to Sublicense Licensed Patent Rights. Subject to this ARTICLE III, a party may only grant a sublicense under the Licensed Patents as follows:

(a) to a party's Affiliates and Subsidiaries for so long as such parties remain its Affiliates and Subsidiaries;

(b) a party shall have the right to license the Licensed Patents (excluding the LCRB Licensed Patents and MGC Licensed Patents, which are governed by Section 5.1 and Section 5.2, respectively) to Co-Manufacturers and Suppliers, with no right to grant further licenses, to make products solely for the benefit of and on behalf of itself (or its Affiliates or Subsidiaries) in any country or region:

(i) outside of the other party's Defined Territory;

(ii) within the other party's Defined Territory, subject to such other party's written consent, which shall not be unreasonably withheld, delayed or denied if reasonable confidentiality and non-disclosure measures are in place given the nature and sensitivity of the information; provided that at the end of the ten (10) year period following Separation, no such approval or consent is needed for a party to grant licenses to its Suppliers and Co-Manufacturers in the other party's Defined Territory; and

(iii) any license granted pursuant to Section 3.4(b) shall be subject to a written non-disclosure agreement between the granting party and the applicable Co-Manufacturer or Supplier, as applicable; or

(c) to a third party with whom the party has a contractual obligation pursuant to the Third Party Agreement identified in Schedule 6.1.

(d) Any license granted pursuant to Section 3.4 shall be subject to the confidentiality obligations as set forth in this Agreement and the Separation Agreement.

Section 3.5 Restrictions on Licensed Patent Rights – Excluding LCRB and MGC. Section 3.5 applies to all Licensed Patents except the LCRB Licensed Patents and the MGC Licensed Patents which are governed by Section 5.1 and Section 5.2, respectively.

(a) Two-Year Restriction for Key Overlap Business. For a two (2) year period following the Distribution Date, neither party shall use the Licensed Patents for any Key Overlap Business within such other party's Defined Territory. At the conclusion of this two (2) year period, either party may use the Licensed Patents in a Key Overlap Business in the other party's otherwise Defined Territory via Direct Entry. However, the two (2) year restriction in Section 3.5(a) shall not apply to:

(i) Packaging and Research Patents as identified in Schedule 3.5(a)(i);

(ii) either party's right to practice the Licensed Patents in areas outside of any Key Overlap Business in any jurisdiction;

(iii) either party's right to practice the Licensed Patents in any Undefined Territory;

(iv) restricting Kraft Food Ingredients Corp. from selling into any country or region products for further processing by third parties; or

(v) Global Brands' right to import and sell the Jacobs brand coffee in the United States as managed through Kraft North America Imports Group and at volumes at and in a manner consistent with such importation and sales prior to the Separation.

(b) Ten Year Restriction. For a ten (10) year period following the Distribution Date, neither party shall license any of the Licensed Patents to a third party for commercialization by that third party, provided, however, with respect to products produced by and in a plant owned by that party or by a 50/50 joint venture involving that party, the party may:

(i) enter into an agreement with a third party governing the distribution of such products regardless of the brand the products are marketed under, so long as the party or the third party does not sell the products into the other party's Defined Territory during any period of time where the other party has exclusive rights to such Licensed Patents; and

(ii) during the first two (2) years after the Distribution Date, sell such products to its customers, including for shipment to retail outlets in jurisdictions outside of the other party's Defined Territory; provided, however, that beginning upon the second (2nd) anniversary of the Distribution Date, a party may, subject to any exclusivity rights the other party may have, sell or ship such products to its customers in any country or region, including to any country within the other party's Defined Territory.

(iii) Notwithstanding the restrictions set forth in this Section 3.5(b):

(1) Either party may, subject to the other party's consent, which shall not be unreasonably withheld, delayed or denied and subject to terms and conditions mutually agreeable to the parties, license any of the Licensed Patents to a third party, in any jurisdiction, for commercialization with or by such third party for uses in categories outside of the GroceryCo Business and the SnackCo Business.

(iv) In the event a party enters into a joint venture, such party shall comply with and be subject to the terms of Section 4.6 (Rights of First Offer) under the Separation Agreement.

(c) Limited Components and Ingredients. Notwithstanding Section 3.4 and Section 3.5, neither party shall be restricted from using a Co-Manufacturer or Supplier for certain limited components or ingredients related to the manufacturing or supplying of products that are part of or related to the Licensed Patents, provided that such party does not disclose any of the Licensed Trade Secrets and Know-How to such Co-Manufacturer or Supplier.

Section 3.6 Restrictions on Use of Restricted Technologies. Notwithstanding a party's right to sublicense under this ARTICLE III, should the practice of the Licensed Patents require use of the Restricted Technologies identified on Schedule 3.6(a), the parties further agree not to disclose the Restricted Technologies to any third party in any geography, including Suppliers or Co-Manufacturers within one's own Defined Territory, without the written permission of the other party which cannot be unreasonably withheld, delayed or denied so long as appropriate confidentiality measures and the Black Box procedures are in place given the nature and sensitivity of the information. However, a party may disclose a particular Restricted Technology to a third party wherein such Restricted Technology was previously the subject of, or licensed under, a Third Party Agreement pursuant to ARTICLE VI.

Section 3.7 Restrictions on Use of Licensed Patents in Event of a Sale or Transfer. Upon either party's sale, transfer, assignment or other divestiture or disposition (for purposes of this Section, a "transfer") of a part or the majority of any Business utilizing any Licensed Patents, the transferring party may transfer its rights to the transferee in any related Licensed Patents owned by, or licensed to, the transferring party, in any geography, provided, however;

(a) all restrictions with respect to the Licensed Patents shall remain in force and transferee will assume, in writing, all rights, obligations and restrictions of the transferring party with respect to the Licensed Patents;

(b) transferee shall not be granted any rights in or to such Licensed Patents with respect to a Key Overlap Business and/or Non-Key Overlap Business in a Defined Territory of the other party unless, as of ninety (90) days prior to the effective date of such transfer, the transferring party has established a Substantial Presence within such Defined Territory of the other party. As between the transferee and the non-transferring party (Group Brands or Global Brands, as applicable), with respect to any Licensed Patents in a Defined Territory in which the transferring party did not achieve a Substantial Presence as of ninety (90) days prior to the effective date of such transfer, the non-transferring party shall be the sole and exclusive owner or licensee, as applicable, and the transferee shall not be granted a license, under such Licensed Patents in any such Defined Territory. Notwithstanding the terms of this Agreement, transferee's rights in and to the Licensed Patents shall be fixed at the time of such transfer, with respect to such Licensed Patents, and transferee shall have no further right to enter into any markets not granted at the time of such transfer.

(i) Notwithstanding the above Section, with respect to the Restricted Technologies, Restricted Technologies may only be transferred to the transferee for use in such Regions where such Restricted Technology is currently being used for commercial purposes in products being sold by a transferring party in such Region, and where the business being transferred has generated at least a Substantial Amount from products utilizing such Restricted Technologies.

(c) In the event the transferring party transfers any Restricted Technology, the transferring party shall ensure that the transferee that obtains such Restricted Technology agrees to be subject to those restrictions and obligations set forth herein with respect to such Restricted Technology effective as of the date of such transfer. The transferring party shall ensure that the non-transferring party is a third party beneficiary with respect to such obligations and restrictions.

(d) The restrictions set forth in this Section 3.7 shall not apply in the event that the transferee is the other party to this Agreement (i.e. the transferee is GroceryCo or SnackCo).

Section 3.8 Required License for a Party's Business. If a party discovers that certain Patents existing as of the Distribution Date that either: (a) are necessary to conduct the business of that party or (b) are necessary to perform that party's obligations under a Third Party Agreement; and were intended by the parties to be licensed by one party to the other party but were inadvertently listed in the Non-Licensed Patents, such party shall provide written notice to the other party. The parties shall cooperate in good faith, and, if the parties are reasonably satisfied that the Patents were inadvertently omitted, they shall amend the listings in the Schedules and license the Patents to the other party as applicable and provide the other party with all copies of all applicable documentation required to practice the Patents. The parties agree to share equally any incremental costs associated with licensing any such Patents to the proper party pursuant to this Section 3.8. If a party desires a license to a Patent developed post-Separation that is not considered a Licensed Patent pursuant to Section 7.1 or Section 7.2 in connection with any rights and obligations under a Third Party Agreement, then the parties shall engage in good faith negotiations to enter into an agreement governing the license and royalty terms for any such Patent.

Section 3.9 Duration. All licenses granted herein with respect to each Licensed Patent shall expire upon the expiration of the term of such Licensed Patent unless such license has been terminated earlier pursuant to this Agreement.

ARTICLE IV
LICENSED TRADE SECRETS AND KNOW-HOW RIGHTS AND RESTRICTIONS, GENERALLY

Section 4.1 Rights in the Non-Licensed Trade Secrets and Know-How. Group Brands owns all right, title and interest in and to the Group Brands Non-Licensed Trade Secrets and Know-How set forth in Schedule 4.1(a) and Global Brands owns all right, title and interest in and to the Global Brands Non-Licensed Trade Secrets and Know-How set forth in Schedule 4.1(b).

Section 4.2 Rights to Group Brands Licensed Trade Secrets and Know-How. Group Brands grants to Global Brands a perpetual, fully paid-up, non-exclusive and worldwide license under the Group Brands Licensed Trade Secrets and Know-How (excluding the LCRB Licensed Trade Secrets and Know-How which are governed by Section 5.1) subject to the terms and conditions of this Agreement, including those restrictions set forth in this ARTICLE IV and including any obligations by either party to assign or license exclusive rights to the Licensed Trade Secrets and Know-How to a third party in a territory pursuant to a Third Party Agreement as set forth in ARTICLE VI. Unless expressly stated otherwise, Group Brands retains all other rights in and to the Group Brands Licensed Trade Secrets and Know-How.

Section 4.3 Rights to Global Brands Licensed Trade Secrets and Know-How. Global Brands grants to Group Brands a perpetual, fully paid-up, non-exclusive and worldwide license under the Global Brands Licensed Trade Secrets and Know-How (excluding the MGC Licensed Trade Secrets and Know-How which are governed by Section 5.2) subject to the terms and conditions of this Agreement, including those restrictions set forth in this ARTICLE IV and including any obligations by either party to assign or license exclusive rights to the Licensed Trade Secrets and Know-How to a third party in a territory pursuant to a Third Party Agreement as set forth in ARTICLE VI. Unless expressly stated otherwise, Global Brands retains all other rights in and to the Global Brands Licensed Trade Secrets and Know-How.

Section 4.4 Rights to Sublicense Licensed Trade Secrets and Know-How. Subject to this ARTICLE IV, a party may only grant a sublicense under the Licensed Trade Secrets and Know-How as follows:

(a) to a party's Affiliates and Subsidiaries for so long as such parties remain its Affiliates and Subsidiaries.

(b) a party shall have the right to license the Licensed Trade Secrets and Know-How (excluding the LCRB Licensed Trade Secrets and Know-How and MGC Licensed Trade Secrets and Know-How, which are governed by Section 5.1 and Section 5.2, respectively) to Co-Manufacturers and Suppliers, with no right to grant further licenses, to make products solely for the benefit of and on behalf of itself (or its Affiliates or Subsidiaries) in any country or region:

(i) outside of the other party's Defined Territory;

(ii) within the other party's Defined Territory, subject to such other party's written consent, which shall not be unreasonably withheld, delayed or denied if reasonable confidentiality and non-disclosure measures are in place given the nature and sensitivity of the information; provided that at the end of the ten (10) year period following the Distribution Date, no such approval or consent is needed for a party to grant licenses to its Suppliers and Co-Manufacturers in the other party's Defined Territory; and

(iii) any license granted pursuant to Section 4.4(b) shall be subject to a written non-disclosure agreement between the granting party and the applicable Co-Manufacturer or Supplier, as applicable; or

(c) to a third party with whom the party has a contractual obligation pursuant to the Third Party Agreement identified in Schedule 6.1.

(d) Any license granted pursuant to Section 4.4 shall be subject to the confidentiality obligations as set forth in this Agreement and the Separation Agreement.

Section 4.5 Restrictions on Licensed Trade Secrets and Know-How – Excluding LCRB and MGC. Section 4.5 applies to all Licensed Trade Secrets and Know-How, except the LCRB Licensed Trade Secrets and Know-How and the MGC Licensed Trade Secrets and Know-How, which are governed by Section 5.1 and Section 5.2, respectively.

(a) Two Year Restriction For Key Overlap Business. For a two (2) year period following the Distribution Date, neither party shall use the Licensed Trade Secrets and Know-How for any Key Overlap Business within such other party's Defined Territory. At the conclusion of this two (2) year period, either party may use the Licensed Trade Secrets and Know-How in a Key Overlap Business in the other party's otherwise Defined Territory solely via Direct Entry. However, the two (2) year restriction in Section 4.5(a) shall not apply to:

(i) Trade Secrets and Know-How associated with Packaging and Research Patents;

(ii) either party's right to practice the Licensed Trade Secrets and Know-How in areas outside of any Key Overlap Business in any jurisdiction;

(iii) either party's right to practice the Licensed Trade Secrets and Know-How in any Undefined Territory;

(iv) restricting Kraft Food Ingredients Corp. from selling into any country or region products for further processing by third parties; or

(v) Global Brands' right to import and sell the Jacobs brand coffee in the United States as managed through Kraft North America Imports Group and at volumes at and in a manner consistent with such importation and sales prior to the Separation.

(b) Ten Year Restriction. For a ten (10) year period following the Distribution Date, neither party shall license any of the Licensed Trade Secrets and Know-How to a third party for commercialization by that third party, provided, however, that with respect to products produced by and in a plant owned by that party or by a 50/50 joint venture involving that party, a party may:

(i) enter into an agreement with a third party governing the distribution of such products regardless of the brand the products are marketed under, so long as the party or the third party does not sell the products into the other party's Defined Territory during any period of time where the other party has exclusive rights to such Licensed Trade Secrets and Know-How; and

(ii) during the first two (2) years after the Distribution Date, sell such products to its customers, including for shipment to retail outlets in jurisdictions outside of the other party's Defined Territory; provided, however, that beginning upon the second (2nd) anniversary of the Distribution Date, a party may, subject to any exclusivity rights the other party may have, sell or ship such products to its customers in any country or region, including to any country within the other party's Defined Territory.

(iii) Notwithstanding the restrictions set forth in this Section 4.5(b):

(1) Either party may, subject to the other party's consent, which shall not be unreasonably withheld, delayed or denied and subject to terms and conditions mutually agreeable to the parties, license any of the Licensed Trade Secrets and Know-How to a third party, in any jurisdiction, for commercialization with or by such third party for uses in categories outside of the GroceryCo Business and the SnackCo Business.

(2) In the event a party enters into a joint venture, such party shall comply with and be subject to the terms of Section 4.6 (Rights of First Offer) under the Separation Agreement.

(c) Limited Components and Ingredients. Notwithstanding Section 4.4 and Section 4.5, neither party shall be restricted from using a Co-Manufacturer or Supplier for certain limited components or ingredients related to the manufacturing or supplying of products that are part of or related to the Licensed Trade Secrets and Know-How, provided that such party does not disclose any of the Licensed Trade Secrets and Know-How to such Co-Manufacturer or Supplier.

Section 4.6 Restrictions on Use of Restricted Technologies. Notwithstanding a party's right to sublicense under this ARTICLE IV, neither party may disclose the Restricted Technologies to any third party, in any geography, including Suppliers or Co-Manufacturers within one's own Defined Territory, without the written permission of the other party, which cannot be unreasonably withheld, delayed or denied so long as appropriate confidentiality measures and Black Box procedures are in place given the nature and sensitivity of the information. However, a party may disclose a particular Restricted Technology to a third party wherein such Restricted Technology was previously the subject of, or licensed under, a Third Party Agreement pursuant to ARTICLE VI.

Section 4.7 Restrictions on Use of Licensed Trade Secrets and Know-How in Event of a Sale or Transfer. Upon either party's sale, transfer, assignment or other divestiture or disposition (for purposes of this Section, a "transfer") of a part or the majority of any Business utilizing any Licensed Trade Secrets and Know-How, the transferring party may transfer its rights to the transferee in any related Licensed Trade Secrets and Know-How owned by, or licensed to, the transferring party, in any geography, provided, however:

(a) all restrictions with respect to the Licensed Trade Secrets and Know-How shall remain in force and transferee will assume, in writing, all rights, obligations and restrictions of the transferring party with respect to the Licensed Trade Secrets and Know-How; and

(b) transferee shall not be granted any rights in or to such Licensed Trade Secrets and Know-How with respect to a Key Overlap Business and/or Non-Key Overlap Business in a Defined Territory of the other party unless, as of ninety (90) days prior to the effective date of such transfer, the transferring party has established a Substantial Presence within such Defined Territory of the other party. As between the transferee and the non-transferring party (Group Brands or Global Brands, as applicable), with respect to any Licensed Trade Secrets and Know-How in a Defined Territory in which the transferring party did not achieve a Substantial Presence as of ninety (90) days prior to the effective date of such transfer, the non-transferring party shall be the sole and exclusive owner or licensee, as applicable, and the transferee shall not be granted a license, under such Licensed Trade Secrets and Know-How in any such Defined Territory. Notwithstanding the terms of this Agreement, transferee's rights in and to the Licensed Trade Secrets and Know-How shall be fixed at the time of such transfer, with respect to such Licensed Trade Secrets and Know-How, and transferee shall have no further right to enter into any markets not granted at the time of such transfer.

(i) Notwithstanding the above Section, with respect to the Restricted Technologies, Restricted Technologies may only be transferred to the transferee for use in such regions where such Restricted Technology is currently being used for commercial purposes and where the business being transferred has generated at least a Substantial Amount from products utilizing such Restricted Technologies.

(c) Notwithstanding the above, with respect to Trade Secrets and Know-How contained within Meridian and R&D Suite, upon either party's transfer of a part or the majority of any Business, the transferring party may only transfer those Trade Secrets and Know-How of Meridian and R&D Suite, or portion thereof, that are in use by the transferring party and are material to the business being sold, whether such Trade Secrets and Know-How are owned by or licensed to the transferring party at the time of the transfer of the transferring party's business to the transferee. The transferring party shall not provide a wholesale copy of either Meridian or R&D Suite, or any other information of the other party to which the transferring party does not have rights hereunder, to the transferee absent written consent of the other party. All other restrictions with respect to the Licensed Trade Secrets and Know-How shall apply to Meridian and R&D Suite.

(d) In the event the transferring party transfers any Restricted Technology, the transferring party shall ensure that the transferee that obtains such Restricted Technology agrees to be subject to those restrictions and obligations set forth herein with respect to such Restricted Technology effective as of the date of such transfer. The transferring party shall ensure that the non-transferring party is a third party beneficiary with respect to such obligations and restrictions.

(e) The restrictions set forth in this Section 4.7 shall not apply in the event that the transferee is the other party to this Agreement (i.e. the transferee is GroceryCo or SnackCo).

Section 4.8 Required License for a Party's Business. If a party discovers that certain Trade Secrets and Know-How existing as of the Distribution Date that either: (a) are necessary to conduct the business of that party or (b) are necessary to perform that party's obligations under a Third Party Agreement; and were intended by the parties to be licensed by one party to the other party but were inadvertently listed in the Non-Licensed Trade Secrets and Know-How Schedules, such party shall provide written notice to the other party. The parties shall cooperate in good faith, and, if the parties are reasonably satisfied that the Trade Secrets and Know-How were inadvertently omitted, they shall amend the listings in the Schedules and license the Trade Secrets and Know-How to the other party as applicable and provide the other party with all copies of all applicable documentation required to practice the Trade Secrets and Know-How. The parties agree to share equally any incremental costs associated with licensing any such Trade Secrets and Know-How to the proper party pursuant to this Section 4.8. If a party desires a license to Trade Secrets and Know-How developed post-Separation that are not considered Licensed Trade Secrets and Know-How pursuant to Section 7.1 or Section 7.2 in connection with any rights and obligations under a Third Party Agreement, then the parties shall engage in good faith negotiations to enter into an agreement governing the license and royalty terms for any such Trade Secrets and Know-How; provided, however, a party is under no obligation to disclose Trade Secrets and Know-How developed post-Separation to the other party except as required under Section 7.1 and Section 7.2.

Section 4.9 Duration. The licenses granted above to the Licensed Trade Secrets and Know-How shall continue in perpetuity unless such license has been terminated earlier pursuant to this Agreement.

ARTICLE V
LICENSED LCRB AND MGC RELATED INTELLECTUAL PROPERTY, RIGHTS AND RESTRICTIONS

Section 5.1 LCRB Licensed Intellectual Property Rights.

(a) Group Brands grants to Global Brands a license to the LCRB Licensed Patents identified in Schedule 5.1(a)(i) and the LCRB Licensed Trade Secrets and Know-How identified in Schedule 5.1(a)(ii), collectively the LCRB Licensed Intellectual Property, subject to the terms and conditions of this Agreement. Global Brands may also sublicense its rights to the LCRB Licensed Intellectual Property to its and their Affiliates and Subsidiaries for so long as they remain its and their Affiliates and Subsidiaries. Group Brands retains all other rights to the LCRB Licensed Intellectual Property unless specifically provided for herein.

(i) Global Brands' License to the LCRB Licensed Intellectual Property within the LCRB Defined Territory. Within the LCRB Defined Territory Global Brands shall have a perpetual, fully paid-up and royalty-free license (subject to this Section 5.1) in and to the LCRB Licensed Intellectual Property to make, have made, use, sell,

offer for sale, supply or have supplied, import or have imported, export or have exported any products or services, or practice any methods and make improvements thereon subject to the terms and conditions of this Agreement.

(ii) Global Brands' Optional Rights to LCRB Licensed Intellectual Property within the LCRB Optional Market. Within the LCRB Optional Market and subject to Global Brands' payment to Group Brands of the Annual Optional Rights Fee, payable each year upfront, until the third (3rd) anniversary of the Distribution Date, Global Brands shall have a non-exclusive license in and to the LCRB Licensed Intellectual Property to make, have made, use, sell, offer for sale, supply or have supplied, import or have imported, export or have exported any products or services, or practice any methods and make improvements thereon subject to the terms and conditions of this Agreement. Provided Global Brands has paid and continues to pay the Annual Optional Rights Fee, for each twelve (12) month period for which an Annual Optional Rights Fee payment is made, Global Brands' rights shall include the receipt of: (a) all Derivatives of the LCRB Licensed Intellectual Property, including any new intellectual property solely owned and developed by GroceryCo (or its Affiliates or Subsidiaries) directed to LCRB for use in any such countries or regions where Global Brands has rights with respect to the LCRB Licensed Intellectual Property to make, have made, use, sell, offer for sale, supply or have supplied, import or have imported, export or have exported any products or services, or practice any methods and make improvements thereon; and (b) access to the full-time equivalent employees from GroceryCo (or its Affiliates or Subsidiaries) who are knowledgeable on the LCRB Licensed Intellectual Property and who shall provide assistance and services subject to the Project Statement between the parties as set forth on Exhibit C. Upon the payment of the Total Optional Rights Fee, Global Brands shall be granted a perpetual, fully paid-up, royalty-free, non-exclusive and irrevocable license to the LCRB Licensed Intellectual Property within the LCRB Defined Territory and the LCRB Optional Market, provided, however, that upon the third (3rd) anniversary from the Distribution Date (regardless of whether the applicable license fees have been paid or not), Global Brands' right to continue to receive, on a going forward basis, a license to any new intellectual property solely owned and developed by GroceryCo (or its Affiliates or Subsidiaries) directed to LCRB shall automatically lapse and its access rights to the full-time equivalent employees from GroceryCo (or its Affiliates or Subsidiaries) shall also terminate.

(1) Global Brands shall have the option, in its sole discretion and upon six (6) months prior written notice to cancel the optional rights to the LCRB Licensed Intellectual Property as set forth in Section 5.1(a)(ii). In the event that Global Brands elects to cancel and does not pay the full Total Optional Rights Fee, Global Brands' optional rights as set forth in Section 5.1(a)(ii) shall expire at the end of such twelve (12) month period in which the last Annual Optional Rights Fee has been paid, but Global Brands shall retain a perpetual, fully paid-up, royalty-free license (subject to this Section 5.1) to the LCRB Licensed Intellectual Property within the LCRB Defined Territory and in any of the countries or regions within the LCRB Optional Market in which SnackCo has generated at least a Substantial Amount from products utilizing such LCRB Licensed Intellectual Property by the end of such last twelve (12) month period for which an Annual Optional Rights Fee payment has been paid.

(2) Notwithstanding any provision to the contrary, provided Global Brands makes payments in accordance with the terms set forth in Section 5.1(a)(ii) and

solely with respect to new intellectual property solely owed and developed by either party (or its Affiliates or Subsidiaries), each party shall be required to disclose to the other any and all new intellectual property related to the LCRB technology for any period in which an Annual Optional Rights Fee has been made under Section 5.1(a)(ii), regardless of whether such information is in the form of an Invention Disclosure, Patent or is kept as a party's Trade Secret and Know-How.

(3) If Global Brands fails to make the initial Annual Optional Rights Fee at the time of Separation, then Global Brands shall have no rights to the LCRB Licensed Intellectual Property within the LCRB Optional Market or the right to receive any new intellectual property solely owed and developed by GroceryCo (or its Affiliates or Subsidiaries) or any right to the full-time equivalent employees from GroceryCo (or its Affiliates or Subsidiaries) as provided for in Section 5.1(a)(ii).

(4) Notwithstanding any provision to the contrary, with respect to new intellectual property related to the LCRB technology developed by a party at any time after the Total Optional Rights Fee has been paid, or at any time after the end of the last twelve (12) month period for which an Annual Optional Rights Fee payment has been paid if the Total Optional Rights Fee has not been achieved, such new intellectual property shall be owned by the developing party with no obligation or requirement to disclose such new intellectual property to the other party, provided, however, that this provision shall not affect a party's rights or obligations with respect to any Licensed Intellectual Property.

(b) Two (2) Year Exclusivity Period within the LCRB Defined Territory. Global Brands' license to the LCRB Licensed Intellectual Property shall be exclusive within the LCRB Defined Territory for a two (2) year period following the Distribution Date subject to the terms and conditions of this Agreement. At the conclusion of this two (2) year period, or in the event exclusivity lapses beforehand under the terms and conditions of this Agreement, Group Brands (and its and their Affiliates and Subsidiaries) may use the LCRB Licensed Intellectual Property in any country within the LCRB Defined Territory via Direct Entry.

(c) Extended Three (3) to Ten (10) Year Exclusivity Period within the LCRB Defined Territory. Subject to Section 5.1(f), neither Group Brands (nor its Affiliates or Subsidiaries) may use the LCRB Licensed Intellectual Property in any country within the LCRB Defined Territory via a Co-Manufacturer or Supplier until the third (3rd) anniversary of the Distribution Date.

(i) If by the third (3rd) anniversary of the Distribution Date, SnackCo generates a Substantial Amount in the Philippines, GCC Countries or Latin American Countries within a twelve (12) month period from products utilizing the LCRB Licensed Intellectual Property, Global Brands' license to the LCRB Licensed Intellectual Property shall continue to be exclusive in the Philippines, GCC Countries or Latin American Countries through the tenth (10th) anniversary from the Distribution Date with respect to Group Brands' (and its and their Affiliates and Subsidiaries) ability to use the LCRB Licensed Intellectual Property in the Latin American Countries via a Co-Manufacturer or Supplier. If by the third (3rd) anniversary of the Distribution Date, SnackCo's revenues in the Latin American Countries failed to generate a Substantial Amount within a twelve (12) month period from products utilizing the LCRB Licensed Intellectual Property, Group Brands (and its and their Affiliates and Subsidiaries) may use the LCRB Licensed Intellectual Property in the Latin American Countries via a Co-Manufacturer or Supplier subject to Section 5.1(f).

(d) The exclusive license to Global Brands granted in Section 5.1(b) or Section 5.1(c) shall immediately lapse with respect to certain Latin American Countries, as set forth in this Section below and Group Brands (and its and their Affiliates and Subsidiaries) may use the LCRB Licensed Intellectual Property in any of such Latin America Countries via any means, including via a Co-Manufacturer or Supplier (Section 5.1(f)), in the event the following all apply:

(i) any competitor (whether by brand name or under a private label) enters into Mexico, Brazil or Argentina using substantially similar technology to LCRB;

(ii) with respect to Group Brands' ability to enter into either Mexico or Caricam, if such competitor in Mexico achieves at least a five percent (5%) ACV in either Mexico; or with respect to Group Brands' ability to enter into South America, such competitor in South America achieves at least a five percent (5%) ACV in either Brazil or Argentina; and

(iii) SnackCo failed to generate a Substantial Amount in Latin America within the most recent twelve (12) month period from products utilizing the LCRB Licensed Intellectual Property by the time in which a competitor has obtained entry pursuant to Section 5.1(d)(i) and Section 5.1(d)(ii).

(e) Notwithstanding the above and subject to the terms and conditions of this Agreement, neither party may sell a concentrated coffee product using the LCRB Licensed Intellectual Property in a Defined Territory of the other party with respect to the other party's coffee business until the second (2nd) anniversary of the Distribution Date.

(f) Neither party may license the LCRB Licensed Intellectual Property to a third party or to or with any Co-Manufacturer or Supplier provided, however, neither party shall be restricted from using a Co-Manufacturer or Supplier for certain limited components of manufacturing LCRB provided that such party does not disclose any of the LCRB Intellectual Property to such Co-Manufacturer or Supplier.

(g) Notwithstanding Section 5.1(f), a party may, with respect to products covered by or utilizing the LCRB Licensed Intellectual Property that are produced by and in a plant owned by that party:

(i) enter into an agreement with a third party governing the distribution of such products regardless of the brand the products are marketed under, so long as the party or the third party does not sell the products into the LCRB Defined Territory (in the case of GroceryCo) or any country or region that is not within its LCRB Defined Territory or its LCRB Optional Market (in the case of SnackCo) during any period of time where the other party has exclusive rights to such LCRB Licensed Intellectual Property as set forth in Section 5.1; and

(ii) during the first two (2) years after the Distribution Date, sell such products to its customers, including for shipment to retail outlets outside of the LCRB Defined Territory (in the case of GroceryCo) or within its LCRB Defined Territory and its LCRB

Optional Market (in the case of SnackCo); provided, however, that beginning upon the second (2nd) anniversary of the Distribution Date, a party may, subject to any exclusivity rights the other party may have, ship such products to its customers in any country or region.

(h) GroceryCo and SnackCo shall enter into a separate supply agreement whereby GroceryCo agrees to manufacture and supply SnackCo with products or parts thereof that are covered by or utilize the LCRB Licensed Intellectual Property. The term of the separate supply agreement shall be for a term of up to five (5) years unless extended by the parties. For any new intellectual property that is developed under such separate supply agreement, ownership and licensing of such developed intellectual property shall be governed by the terms of this Agreement.

(i) For the purposes of this Section 5.1, the restrictions and limitations of LCRB do not apply to Aladdin IP or Bud IP. Aladdin IP shall be governed by the limitations and restrictions as those of Powdered Beverages as noted in Schedule 1.2(b) and Schedule 1.2(c), and Bud IP shall be governed by the limitations and restrictions as those of Coffee as noted in Schedule 1.2(b) and Schedule 1.2(c).

Section 5.2 MGC Licensed Intellectual Property Rights.

(a) Global Brands grants to Group Brands a license to the MGC Licensed Patents identified in Schedule 5.2(a)(i) and the MGC Licensed Trade Secrets and Know-How identified in Schedule 5.2(a)(ii), collectively the MGC Licensed Intellectual Property, subject to the terms and conditions of this Agreement. Group Brands may also sublicense its rights to the MGC Licensed Intellectual Property to its and their Affiliates and Subsidiaries for so long as they remain its and their Affiliates and Subsidiaries. Global Brands retains all other rights to the MGC Licensed Intellectual Property unless specifically provided for herein.

(i) Group Brands' License to MGC Licensed Intellectual Property within the MGC Defined Territory. Within the MGC Defined Territory, Group Brands shall have a perpetual, fully paid-up and royalty-free license (subject to this Section 5.2) in and to the MGC Licensed Intellectual Property to make, have made, use, sell, offer for sale, supply or have supplied, import or have imported, export or have exported any products or services, or practice any methods and make improvements thereon subject to the terms and conditions of this Agreement.

(ii) Group Brands' Optional Rights to MGC Licensed Intellectual Property within the MGC Optional Market. Within the MGC Optional Market and subject to Group Brands' payment to Global Brands of the Annual Optional Rights Fee, payable each year upfront, until the third (3rd) anniversary of the Distribution Date, Group Brands shall have a non-exclusive license in and to the MGC Licensed Intellectual Property to make, have made, use, sell, offer for sale, supply or have supplied, import or have imported, export or have exported any products or services, or practice any methods and make improvements thereon subject to the terms and conditions of this Agreement. Provided Group Brands has paid and continues to pay the Annual Optional Rights Fee, for each twelve (12) month period for which an Annual Optional Rights Fee payment is made, Group Brands' rights shall include the receipt of: (a) all

Derivatives of the MGC Licensed Intellectual Property, including any new intellectual property solely owned and developed by SnackCo (or its Affiliates or Subsidiaries) directed to MGC for use in any such countries or regions where Group Brands has rights with respect to the MGC Licensed Intellectual Property to make, have made, use, sell, offer for sale, supply or have supplied, import or have imported, export or have exported any products or services, or practice any methods and make improvements thereon; and (b) access to the full-time equivalent employees from SnackCo (or its Affiliates or Subsidiaries) who are knowledgeable on the MGC Licensed Intellectual Property and who shall provide assistance and services subject to the Project Statement between the parties as set forth on Exhibit D. Upon the payment of the Total Optional Rights Fee, Group Brands shall be granted a perpetual, fully paid-up, royalty-free, non-exclusive and irrevocable license to the MGC Licensed Intellectual Property within the MGC Defined Territory and LCRB Optional Market, provided, however, that upon the third (3rd) anniversary from the Distribution Date (regardless of whether the applicable license fees have been paid or not), Group Brands' right to continue to receive, on a going forward basis, a license to any new intellectual property solely owned and developed by SnackCo (or its Affiliates or Subsidiaries) directed to MGC shall automatically lapse and its access rights to the full-time equivalent employees from SnackCo (or its Affiliates or Subsidiaries) shall also terminate.

(1) Group Brands shall have the option, in its sole discretion and upon six (6) months prior written notice to cancel the optional rights to the MGC Licensed Intellectual Property as set forth in Section 5.2(a)(ii). In the event that Group Brands elects to cancel and does not pay the full Total Optional Rights Fee, Group Brands' optional rights as set forth in Section 5.2(a)(ii) shall expire at the end of such twelve (12) month period in which the last Annual Optional Rights Fee has been paid, but Group Brands shall retain a perpetual, fully paid-up, royalty-free license (subject to this Section 5.2) to the MGC Licensed Intellectual Property within the MGC Defined Territory and in any of the following countries or regions within the MGC Optional Market in which GroceryCo has generated at least a Substantial Amount from products utilizing such MGC Licensed Intellectual Property by the end of such last twelve (12) month period for which an Annual Optional Rights Fee payment has been paid.

(2) Notwithstanding any provision to the contrary, provided Group Brands makes payments in accordance with the terms set forth in Section 5.2(a)(ii), and solely with respect to new intellectual property solely owed and developed by either party (or its Affiliates or Subsidiaries), each party shall be required to disclose to the other any and all new intellectual property related to the MGC technology for any period in which an Annual Optional Rights Fee has been made, regardless of whether such information is in the form of an Invention Disclosure, Patent or is kept as a party's Trade Secret and Know-How.

(3) If Group Brands fails to make the initial Annual Optional Rights Fee on the Distribution Date, then Group Brands shall have no rights to the MGC Licensed Intellectual Property within the MGC Optional Market or the right to receive any new intellectual property solely owed and developed by SnackCo (or its Affiliates or Subsidiaries) or any right to the full-time equivalent employees from GroceryCo (or its Affiliates or Subsidiaries) as provided for in Section 5.2(a)(ii).

(4) Notwithstanding any provision to the contrary, with respect to new intellectual property related to the MGC technology developed by a party at any time after the Total Optional Rights Fee has been paid, or at any time after the end of the last twelve (12) month period for which an Annual Optional Rights Fee payment has been paid if the Total Optional Rights Fee has not been achieved, such new intellectual property shall be owned by the developing party with no obligation or requirement to disclose such new intellectual property to the other party, provided, however, that this provision shall not affect a party's rights or obligations with respect to any Licensed Intellectual Property.

(b) Two (2) Year Exclusivity Period within the MGC Defined Territory. Group Brands' license to the MGC Licensed Intellectual Property shall be exclusive within the MGC Defined Territory for a two (2) year period following the Distribution Date, subject to the terms and conditions of this Agreement. At the conclusion of this two (2) year period, or in the event exclusivity lapses beforehand under the terms and conditions of this Agreement, Global Brands (and its and their Affiliates and Subsidiaries) may use the MGC Licensed Intellectual Property within the MGC Defined Territory via Direct Entry.

(c) Extended Three (3) to Ten (10) Year Exclusivity Period within the MGC Defined Territory. Subject to Section 5.2(e), neither Global Brands (nor its Affiliates or Subsidiaries) may use the MGC Licensed Intellectual Property within the MGC Defined Territory via a Co-Manufacturer or Supplier until the third (3rd) anniversary of the Distribution Date.

(i) If by the third (3rd) anniversary of the Distribution Date, GroceryCo generates a Substantial Amount within any of the countries within the MGC Defined Territory within a twelve (12) month period from products utilizing the MGC Licensed Intellectual Property, Group Brands' license to the MGC Licensed Intellectual Property shall continue to be exclusive in the MGC Defined Territory, as applicable, through the tenth (10th) anniversary from the Distribution Date with respect to Global Brands' (and its and their Affiliates and Subsidiaries) ability to use the MGC Licensed Intellectual Property in the MGC Defined Territory via a Co-Manufacturer or Supplier. If by the third (3rd) anniversary of the Distribution Date, GroceryCo's revenues in any country outside the Optional Rights Market failed to generate a Substantial Amount within a twelve (12) month period from products utilizing the MGC Licensed Intellectual Property, Global Brands (and its and their Affiliates and Subsidiaries) may use the MGC Licensed Intellectual Property in the MGC Defined Territory via a Co-Manufacturer or Supplier subject to Section 5.2(e).

(d) The exclusive license to Group Brands granted in Section 5.2(b) or Section 5.2(c) shall immediately lapse with respect to any country within the MGC Defined Territory, as set forth below, and Global Brands may use the MGC Licensed Intellectual Property in the particular jurisdiction via any means, including via a Co-Manufacturer or Supplier (subject to Section 5.2(e)), in the event the following all apply:

(i) any competitor (whether by brand name or under a private label) enters into a country within the MGC Defined Territory using substantially similar technology to MGC;

(ii) with respect to Global Brands' ability to enter into a country within the MGC Defined Territory, such competitor achieves at least a five percent (5%) ACV in a particular country within the MGC Defined Territory; and

(iii) GroceryCo failed to generate a Substantial Amount within a particular country within the MGC Defined Territory, within the most recent twelve (12) month period from products utilizing the MGC Licensed Intellectual Property by the time in which a competitor has obtained entry pursuant to Section 5.2(d)(i) and Section 5.2(d)(ii).

(e) Neither party may license the MGC Licensed Intellectual Property to a third party or to or with any Co-Manufacturer or Supplier, provided, however, neither party shall be restricted from using a Co-Manufacturer or Supplier for certain limited components of manufacturing MGC provided that such party does not disclose any of the MGC Intellectual Property to such Co-Manufacturer or Supplier. However, both parties may license MGC Licensed Intellectual Property to those Approved Third Parties as identified in Schedule 6.1, provided that if Global Brands' consent is required for such license, such consent shall not be unreasonably withheld, delayed or denied.

(f) Notwithstanding Section 5.2(e), a party may, with respect to products covered by or utilizing the MGC Licensed Intellectual Property that are produced by and in a plant owned by that party:

(i) enter into an agreement with a third party governing the distribution of the products regardless of the brand the products are marketed under, so long as the party or the third party does not sell the products into the MGC Defined Territory (in the case of SnackCo) or in any country or region that is not within its MGC Defined Territory or its MGC Optional Market (in the case of GroceryCo) during any period of time where the other party has exclusive rights to such MGC Licensed Intellectual Property as set forth in Section 5.2; and

(ii) during the first two (2) years after the Distribution Date, sell such products to its customers, including for shipment to retail outlets outside of the MGC Defined Territory (in the case of SnackCo) or within its MGC Defined Territory and its MGC Optional Market (in the case of GroceryCo); provided, however, that beginning upon the second (2nd) anniversary of the Distribution Date, a party may, subject to any exclusivity rights the other party may have, ship such products to its customers in any country or region.

(g) SnackCo and GroceryCo shall enter into a separate supply agreement whereby SnackCo agrees to manufacture and supply GroceryCo with products or parts thereof that are covered by or utilize the MGC Licensed Intellectual Property. The term of the separate supply agreement shall be for a term of up to five (5) years unless extended by the parties. For any new intellectual property that is developed under such separate supply agreement, ownership and licensing of such developed intellectual property shall be governed by the terms of this Agreement.

ARTICLE VI
THIRD PARTY AGREEMENTS

Section 6.1 Licensed Intellectual Property Subject to Third Party Rights or Agreements. Each party acknowledges the existence of Third Party Agreements and any continuing obligations and restrictions that are set forth in the Third Party Agreements and agrees that it has copies of such Third Party Agreements as it may reasonably require. To the

extent any intellectual property is jointly owned by a party and a third party pursuant to a Third Party Agreement, this Agreement shall not be construed to convey any rights to such intellectual property that is not permissible under such Third Party Agreement. The parties agree to cooperate and to take necessary steps, within their control, to ensure each party's rights and obligations under this Agreement do not cause a party to be in breach of such Third Party Agreement. The parties further agree to cooperate and to take necessary steps, within their control, and if necessary, to effectuate the assignment or license of Licensed Intellectual Property in the specified territory pursuant to such Third Party Agreements. Except as set forth in Section 7.1 and Section 7.2, this Agreement shall not be construed as requiring a party that is not a party post-Separation to a Third Party Agreement to disclose, assign or license new intellectual property to the other party or to a third party under any such Third Party Agreement. Each party further agrees that upon becoming aware of any provision in this Agreement or in a Third Party Agreement entered into prior to the Distribution that was not identified in Schedule 6.1 that would cause a breach of either agreement, to notify the other party. The parties shall reasonably consult and cooperate with each other in connection with any such Third Party Agreement. The parties agree that this Agreement shall not be construed as making any third party a beneficiary under this Agreement.

Section 6.2 Indemnification by Licensee for Third Party Agreements. As between Group Brands and Global Brands and its and their Affiliates and Subsidiaries, the party who is the licensee of Licensed Intellectual Property that is subject to a Third Party Agreement shall indemnify, defend and hold the other party (i.e., licensor) and its and their Affiliates and Subsidiaries and each of its and their respective officers, directors, employees, shareholders, agents and representatives (collectively, the "Indemnified Parties") harmless from and against any and all Liabilities of the Indemnified Parties relating to, arising out of or resulting from any claim that the licensee's use of the Licensed Intellectual Property is in breach of or otherwise runs afoul of the Third Party Agreement, including as against any claim that the licensee's use of the Licensed Intellectual Property infringes, misappropriates or otherwise uses the Licensed Intellectual Property in violation of any restrictions set forth in such Third Party Agreement.

ARTICLE VII
DEVELOPMENT, PROSECUTION AND MAINTENANCE OF LICENSED INTELLECTUAL PROPERTY

Section 7.1 Derivatives of Licensed Patents. The parties acknowledge that either party may make improvements, modifications or derivatives of the Licensed Patents ("Derivative"). Where a party seeks to file a Patent application on any such Derivative (referred to as a "Derivative Patent Application"), the parties agree as follows:

(a) if a party seeks to file a Derivative Patent Application and such party believes that a claim of priority to a Licensed Patent is required, or if a party believes that such Derivative Patent Application may be rejected by the U.S. Patent and Trademark Office, or such other foreign intellectual property office in the subject jurisdiction absent common inventorship and/or ownership by one party of both the Derivative Patent Application and the Licensed Patent, then the following provisions apply:

(i) if the party is the licensee, then that party will provide a full and complete copy of the Derivative Patent Application for filing to the owner. Upon receipt of the

application, the owner shall file or cause to be filed such application in its own name, as applicable or allowable under the law in the relevant jurisdiction, within forty-five (45) days of receipt thereof, or as otherwise mutually agreed upon between the parties. The licensee shall also consult with the owner with respect to the Patent application to the extent the Patent application may affect the validity or scope of the owner's Licensed Patent(s). The owner's and licensee's rights in and to the Derivative Patent application (and any Patent issuing therefrom) shall be the same as their rights to the underlying Licensed Patent and on the same terms and subject to the same restrictions, or

(ii) if the party is the owner, then the owner shall file the Derivative Patent Application in its own name and shall provide a full and complete copy of the Derivative Patent Application to the licensee. The owner's and licensee's rights to the Derivative Patent Application (and any Patent issuing therefrom) shall be the same as their rights to the underlying Licensed Patent and on the same terms and subject to the same restrictions.

(b) Notwithstanding anything set forth in Section 7.1(a):

(i) the party who conceived of or developed the improvements, modifications or derivatives shall be responsible for the drafting and initial preparation of the Patent application.

(ii) Except with respect to improvements, modifications or derivatives of LCRB and MGC for so long as a party is paying for the licensed rights thereof subject to Section 5.1(a) and Section 5.2(a), respectively, neither party shall be prevented from making any improvements, modifications or derivatives of the Licensed Patents and retaining such Derivatives as a Trade Secret of such developing party. In the event a party maintains a Derivative as a Trade Secret, such party shall be under no obligation to disclose the Derivative to the other Party and shall have no obligation to grant any right or license to the other party hereunder with respect to any such Derivative. Further, a party's right to maintain a Derivative as such party's Trade Secret shall not prevent the other party from independently developing and preparing its own Derivatives, including filing a Derivative Patent Application on the same or substantially similar Derivative.

(iii) Except with respect to improvements, modifications or derivatives of LCRB and MGC for so long as a party is paying for the licensed rights thereof subject to Section 5.1(a) and Section 5.2(a), respectively, neither party has any obligation to disclose or provide copies to the other party any other Derivative Patent Applications or any other Patent applications that do not fall within the provisions of Section 5.1, Section 5.2, or Section 7.1(a). In other words, if either party conceives of a Derivative Patent Application wherein the party believes that no claim of priority to a Licensed Patent is necessary and/or believes that the Derivative Patent Application would not be rejected by the U.S. Patent and Trademark Office, or such other foreign intellectual property office in the subject jurisdiction based on lack of common inventorship and/or ownership with a Licensed Patent, then such Derivative Application is not subject to the requirements of this Section 7.1(a) and such party shall be under no obligation to disclose the Derivative or any associated Derivative Patent Application to the other party, and the other party has no rights to any Derivative, Derivative Patent Application or Patent issuing therefrom.

(c) The parties agree that copies of any Derivative Patent Applications, including any non-public information regarding any Derivative or Derivative Patent Application, that are exchanged between the parties pursuant to this Section 7.1 shall be treated as confidential and shall be used solely in accordance with the terms of this Agreement and within the scope of the applicable license.

(d) The parties agree to execute any documents with respect to a Derivative Patent Application as may be required by the parties to effectuate the rights and obligations in this Section 7.1.

Section 7.2 Pipeline Invention Disclosures and Patents. Notwithstanding Section 7.1, with respect to Invention Disclosures prepared within six (6) months from the Distribution Date and Patent applications submitted or filed within eighteen (18) months from the Distribution Date, the parties agree as follows:

(a) excluding the Invention Disclosures contained on Schedule 2.1(b) and Schedule 2.1(c), any new Invention Disclosures prepared within the first six (6) months following the Distribution Date that relate to the Key Overlap Business or new Invention Disclosures based upon research and development related to or arising out of each party's packaging or research groups, each party shall, at its own expense, provide copies of any such Invention Disclosure to the other party's IP counsel, chief scientific officer and executive in charge of the applicable business unit within thirty (30) days of the initial preparation of such Invention Disclosure. If a Patent application is filed based on such Invention Disclosure, the other party shall be granted a license in and to such Patent application (and any Patent issuing therefrom) and the applicable Patent application shall be classified as a Licensed Patent owned by the filing party with the non-filing party obtaining a license under such Patent application (and any Patent issuing therefrom) subject to and on the same terms and conditions as the party is granted to Licensed Patents within the Key Overlap Business.

(b) Excluding the scheduled Patent applications contained on Schedule 2.1(b) and Schedule 2.1(c), for all Patent applications filed within the first six (6) months following the Distribution Date that relate to the Key Overlap Business or new Patent applications based upon research and development related to or arising out of each party's packaging or research groups, the party filing the application shall, at its own expense, provide copies of any such Patent application as filed, within thirty (30) days of such filing, together with notice of its filing date and serial number, to the other party's IP counsel, chief scientific officer and executive in charge of the applicable business unit. The non-filing party shall be granted a license in and to such Patent application (and any Patent issuing therefrom) and the applicable Patent application shall be classified as a Licensed Patent owned by the filing party with the non-filing party obtaining a license under such Patent application (and any Patent issuing therefrom) subject to and on the same terms and conditions as the party is granted to Licensed Patents within the Key Overlap Business.

(c) For Patent applications within the Key Overlap Business filed by either party after the initial six (6) months and up to and through the initial eighteen (18) months following the Distribution Date and for all Patent applications filed by either party that relate to either the Key Overlap Business or Non-Key Overlap Business and including all Patent applications based

upon research and development related to or arising out of each party's packaging or research groups filed up to and through the initial eighteen (18) months following the Distribution Date, each party shall, at its own expense, provide copies of any such Patent application as filed, within thirty (30) days of such filing, together with notice of its filing date and serial number, to the other party's IP counsel, chief scientific officer and executive in charge of the applicable business unit. The parties shall then mutually determine whether rights to such Patent application would have been granted to the other party had the Distribution not yet occurred. In the event the parties agree that each party should have received rights in and to the Patent application and any Patent issuing therefrom, the Patent application shall be classified as a Licensed Patent owned by the filing party with the non-filing party obtaining a license under such Patent application (and any Patent issuing therefrom) subject to and on the same terms and conditions as the party is granted to Licensed Patents within the applicable Key Overlap Business and Non-Key Overlap Business.

(d) The parties agree that copies of any Invention Disclosure or Patent application, including any non-public information regarding any Invention Disclosure or Patent application, that are exchanged between the parties pursuant to this Section 7.2 shall be treated as confidential.

(e) The parties agree that the party who develops and seeks to file such Derivative Patent Application shall be responsible for the draft and preparation and associated costs of such Derivative Patent Application.

(f) The parties agree to execute any documents as may be required by the parties to effectuate the rights and obligations in this Section 7.2.

Section 7.3 Party's Abandonment of Licensed Patents.

(a) With respect to Licensed Patents owned by a party or any Invention Disclosure scheduled as a Licensed Patent or disclosed under Section 7.1, if that party decides that it is no longer interested in prosecuting and/or maintaining one or more Licensed Patents at any time, then the owner of the Licensed Patent(s) or the applicable Invention Disclosure shall give written notice to the licensee of such Licensed Patent or Invention Disclosure within three (3) months of a non-extended filing deadline for maintenance fees and annuities or within thirty (30) days of any non-extended deadline related to the prosecution of a Licensed Patent or its decision not to proceed with the preparation of a Patent application with respect to such Invention Disclosure of its intention to cease prosecution and/or maintenance, or not to proceed with an extension of the Licensed Patent and shall permit the licensee, at the licensee's sole discretion, to either direct the prosecution or maintenance or proceed with the extension under the owner's name but at licensee's own costs and expenses, or if and only if the owner elects to abandon the entire Licensed Patent family, the licensee may continue prosecution or maintenance or proceed with the extension at its own costs and expense. If the owner elects to abandon the entire Licensed Patent family, and if the licensee elects to continue the prosecution or maintenance or to proceed with the extension, the owner of the Licensed Patent or the applicable Invention Disclosure shall execute such documents and perform such acts at the licensee's expense as may be reasonably necessary to effect an assignment of such Licensed Patent or Invention Disclosure (and as applicable other Patents in the same Licensed Patent family) to the licensee in a timely manner, and more generally to permit the licensee to continue

such prosecution and maintenance or to proceed with the extension. Any Patents and Patent applications so assigned shall not be considered Licensed Patents as of the date of such assignment. A party abandoning a Patent or Patent application pursuant to this Section 7.3(a) shall have no right, title and/or interest in and to such abandoned Patents and Patent applications, including any rights to license, exploit or practice (or exclude others from using, practicing or exploiting) in any way any such abandoned Patents and Patent applications.

(b) With respect to Licensed Patents owned by a party, if the non-owning party decides that it is no longer interested in sharing in any costs with the owner with respect to prosecuting and/or maintaining a Licensed Patent, then the licensee of the Licensed Patent shall give notice to the owner of such Licensed Patent within three (3) months of a non-extended filing deadline for maintenance fees and annuities or within thirty (30) days of any non-extended deadline related to the prosecution of a Licensed Patent of its intention to cease sharing in the expense of prosecution and/or maintenance, or with respect to an extension, of any Licensed Patent. In such case the owner may continue, at its discretion, prosecution or maintenance or proceed with the extension at its own costs and expense. Any Patents and Patent applications where the licensee ceases to participate in or share the costs of such prosecution, maintenance or extension shall not be considered Licensed Patents as of the date the licensee ceases to share in the applicable costs and the licensee shall have no right, title or interest in and to such Patents or Patent applications, including any rights to license, exploit or practice (or exclude others from using, practicing or exploiting) in any way any such Patents and Patent applications. Provided, however, that if neither party elects to continue such prosecution, maintenance or extension, or if both decide to abandon the Patent, then neither party may restrict the other from exploiting, practicing or using the applicable abandoned Licensed Patents subject to any other patent rights held by a respective party.

(c) In the event that neither party desires to further prosecute, maintain or extend a Licensed Patent in a particular jurisdiction, then the applicable Licensed Patent shall go abandoned and neither party may restrict the other from exploiting, practicing or using the applicable abandoned Licensed Patents subject to any other patent rights held by a respective party.

Section 7.4 Foreign Prosecution of Licensed Patents. With respect to Licensed Patents where the decision to file in certain foreign jurisdictions has not been determined prior to Separation, the parties shall engage in good faith discussions regarding the filing of patent applications directed to the Licensed Patents in other jurisdictions.

(a) In the event that the owner of the Licensed Patent decides that it is not interested in prosecuting one or more of the Licensed Patents in such foreign jurisdictions, then the owner of the Licensed Patent(s) shall give written notice to the non-owner within thirty (30) days of any non-extended deadline related to the filing deadline for foreign filing of a Licensed Patent and shall permit the non-owner, at the non-owner's sole discretion, to either direct the prosecution under the owner's name but at the non-owner's own costs and expenses. With respect to each such foreign jurisdiction in which the owner elected not to participate or share in the costs of prosecuting the foreign Patent application, such foreign Patents and Patent applications shall not be considered Licensed Patents, solely with respect to the applicable foreign jurisdiction. The owner of the underlying Licensed Patent shall have no right, title and or

interest in and to such foreign Patents and Patent applications, including any rights to license, exploit or practice (or exclude others from using, practicing or exploiting) in any way any such foreign filings, solely with respect to each such jurisdiction in which the owner did not participate and share in the costs of prosecuting the foreign Patent application.

(b) In the event the non-owner decides that it is not interested in prosecuting one or more of the Licensed Patents in such foreign jurisdictions, then such non-owner shall give notice to the owner of such Licensed Patent(s) within thirty (30) days of any non-extended deadline related to the filing deadline for foreign filing of a Licensed Patent. In such case the owner may continue prosecution, at its discretion and at its own costs and expense. With respect to each such foreign jurisdiction in which the non-owner elected not to participate or share in the costs of prosecuting the foreign Patents and Patent applications, such foreign Patents and Patent applications shall not be considered Licensed Patents, solely with respect to the applicable foreign jurisdiction. The non-owner of the underlying Licensed Patents shall have no right, title or interest in and to such foreign Patents or Patent applications, including any rights to license, exploit or practice (or exclude others from using, practicing or exploiting) in any way any such foreign Patents and Patent applications.

(c) If neither party elects to file a Licensed Patent in a foreign jurisdiction, then neither party may restrict the other from exploiting, practicing or using the applicable Licensed Patents, subject to any other patent rights held by a respective party, in each such application foreign jurisdiction in which the parties mutually elected not to file in.

(d) A party's decision to file or not to file in any particular foreign jurisdiction shall not affect either party's rights, obligations or limitations otherwise set forth in this Agreement, including with respect to the underlying Licensed Patent.

Section 7.5 Further Assurances. The parties shall, and shall cause their respective Affiliates and Subsidiaries to, execute and deliver such instruments of assignment, conveyance and transfer and take such other actions as are necessary to memorialize or perfect the assignments provided for in this ARTICLE VII. The parties shall share equally in such costs associated with the filing or recording of assignments in the relevant jurisdictions, provided however that in each case above, the applicable assignee shall be solely responsible for preparing, filing and/or recording any assignment, transfer or change of name documents relating to the Intellectual Property or any other documents necessary to record ownership of the Intellectual Property in the applicable assignee's name, including the Patent Assignment. The applicable assignee agrees to use reasonable efforts to promptly file with the U.S. Patent and Trademark Office, or such other foreign intellectual property office as applicable, any necessary documents relating to the assignment, transfer, conveyance and delivery of title and ownership of the Intellectual Property to the assignee.

Section 7.6 Allocation of Patent Prosecution Costs.

(a) Unless specifically provided for in this Agreement or in one of the Ancillary Agreements incident to the Distribution, each party shall be responsible for all prosecution, maintenance and extension costs relating to each party's own Non-Licensed Patents. For purposes of this Section, prosecution costs associated with a party's Non-Licensed

Patents shall include costs associated with any interference, opposition, derivation, reexamination, reissue or other proceeding at the U.S. Patent and Trademark Office, or such other foreign intellectual property office.

(b) Subject to each party's right to abandon Patents under Section 7.3, and subject to Section 7.6(c), with respect to the Licensed Patents, the parties agree that the cost of patent prosecution, maintenance and extensions thereof shall be shared as follows:

(i) During the initial two (2) years after Separation, the party having exclusive rights to the Licensed Patents for the Key Overlap Business in its Defined Territory shall be responsible for all costs of such prosecution, maintenance and extensions of the Patents. After the initial two (2) years from the Distribution Date, each party shall be responsible for fifty percent (50%) of the costs of prosecution, maintenance and extensions of the applicable Licensed Patents.

(ii) Beginning immediately after Distribution, each party shall be responsible for fifty percent (50%) of the costs of prosecution, maintenance and extensions of the Licensed Patents in any Undefined Territory.

(iii) Notwithstanding the above, with respect to any Licensed Patent that a third party has exclusive rights to in a particular country or region, including as provided for in any Third Party Agreement, the party (who either has the contractual relationship with such third party or who otherwise receives compensation from such third party based upon the third party's exclusive rights to the Licensed Patent) shall be responsible for all costs within such country or region relating to the prosecution, maintenance and extensions of the Licensed Patent during any period in which the third party has exclusive rights.

(c) Regarding the following categories of prosecution costs associated with the Licensed Patents, the parties further agree as follows:

(i) if a third party initiates interference, opposition, derivation, reexamination or other proceeding at the U.S. Patent and Trademark Office, or such other foreign intellectual property office regarding a Licensed Patent, the party with knowledge thereof shall notify the other party within thirty (30) days. The parties shall then engage in good faith to determine a mutually acceptable approach for responding to and managing the conduct of the third party proceeding and the costs associated with such proceeding shall be allocated as provided in Section 7.6(b).

(ii) If a party decides to initiate an interference, opposition, derivation, reexamination, reissue or other proceeding at the U.S. Patent and Trademark Office, or such other foreign intellectual property office regarding a Licensed Patent or any legal proceeding related to the validity of any Licensed Patent in a court of competent jurisdiction, than prior to initiating such proceeding, that party shall notify the other party of its intention and the parties shall engage in good faith to determine a mutually acceptable approach and the costs associated with such proceeding shall be allocated as provided in Section 7.6(b).

ARTICLE VIII
ENFORCEMENT AND LITIGATION OF LICENSED INTELLECTUAL PROPERTY

Section 8.1 Management of Intellectual Property Claims/Litigation; Allocation of Intellectual Property Litigation Costs.

(a) Claim from Third Party. In the event that a party learns of any claim of or alleged claim from a third party of infringement or threatened infringement of, or related to the Licensed Intellectual Property that the party in good faith believes will impair the rights to the Licensed Intellectual Property, the party with knowledge thereof shall notify the other party within thirty (30) days of such third party claim. The parties shall engage in good faith to determine a mutually acceptable response to the claim. Provided the parties mutually agree to proceed, litigation or management of the third party claim shall be according to Section 8.1(c).

(b) Initiation of Action Against Third Party. In the event that in good faith, a party believes that the actions of a third party may impair the rights of any Licensed Intellectual Property, and such party desires to send a claim letter or initiate legal action against a third party for infringement of the Licensed Intellectual Property, the party seeking to initiate such action shall notify the other party of its intent and shall engage in good faith with the other party to determine whether, and by what means any action against a third party should be instituted. Provided the parties mutually agree to proceed with the third party claim, litigation or management of the third party claim shall be according to Section 8.1(c).

(c) Control of Litigation/Strategy.

(i) Litigation or Claim in Jurisdiction Impacting Only One Party: Provided the parties mutually agree that one or the other can take action against a third party, if a party seeks to defend against or initiate a claim against a third party that relates to or might impair the use of the Licensed Intellectual Property in a jurisdiction where only the party is present or where only the party has revenues in a Business related to the particular claim, then such party shall be solely responsible for any litigation related activities and costs in such jurisdiction; provided however, that to the extent the other party must be added to any lawsuit for standing purposes and/or the other party's assistance is needed due to specific expertise or knowledge base, such other party is obliged to consent to being added as a party for standing purposes and/or to provide assistance at the litigating party's cost. Where only one party is litigating the claim and paying all costs therefore (because the other party is not impacted or because the other party has opted out pursuant to Section 8.1(e)), then all recoveries shall belong exclusively to such litigating party. Moreover, if the only reason a party is involved in the litigation is for standing purposes, then the other party shall pay all reasonable costs and expenses of such party.

(ii) Litigation or Claim in Jurisdiction Impacting Neither Party: Provided the parties mutually agree that one or the other can take action against a third party, if a party seeks to defend against or initiate such a claim against a third party that relates to or might impair the use of the Licensed Intellectual Property in a jurisdiction where neither party is present and neither party has revenues in a Business related to the particular claim, then the party

who owns the applicable Licensed Intellectual Property shall manage the litigation in such jurisdiction and both parties shall share equally in the costs of such litigation. To the extent the licensee's assistance is needed due to specific expertise or knowledge base, licensee shall be obliged to provide assistance and such costs and any recovery shall be shared equally by the parties in such jurisdiction.

(iii) Litigation or Claim in Jurisdiction Impacting Both Parties: Provided the parties mutually agree that one or the other can take action against a third party, if a party seeks to defend against or initiate a claim against a third party that relates to or might impair the use of the Licensed Intellectual Property in a jurisdiction where both parties are present or where both parties have revenues in a Business related to the particular claim, the party with the greatest aggregate revenues in such Business shall manage the litigation in such jurisdiction and the costs of litigation shall be split based upon each party's pro rata share of net revenues of the Business related to the litigation in such jurisdiction. To extent the non-controlling party must be added to any lawsuit for standing purposes and/or the non-controlling party's assistance is needed due to specific expertise or knowledge base, such non-controlling party is obliged to consent to being added as a party for standing purposes and/or to provide assistance and such costs and any recovery shall be split based upon each party's pro rata share of net revenues of the Business related to the litigation in such jurisdiction.

(d) Consents Required. The decision whether to bring, maintain or settle any such claims subject to ARTICLE VIII shall be jointly made. With respect to Licensed Intellectual Property, neither party shall or have a right to initiate any such litigation, opposition, cancellation or related legal proceedings without the consent of the other party.

(e) Opt-Out. Except where necessary for standing purposes, a party that is otherwise obligated to share in the costs associated with initiating a claim or litigation and seeks to withdraw from, or does not want to participate or share in the costs of such litigation related activities, the other party shall control the litigation and be responsible for all costs and expenses thereof. The non-participating party shall not be entitled to any recoveries related to the claim and such recoveries shall belong exclusively to the litigating party. For the purposes of this ARTICLE VIII, a party that would have opted-out of the litigation, but not for the standing requirement, such party shall be considered a non-participating party for purposes of this ARTICLE VIII solely with respect to costs, expenses and recoveries, if any.

(f) Settlement. Neither party shall commit to the settlement of any claim that may negatively impact the non-settling party's rights subject to the non-settling party's written consent, which shall not be unreasonably withheld, delayed or denied.

(g) No Obligation to Police Licensed Intellectual Property. Notwithstanding anything contained herein, neither party is obligated to monitor or police the use of the Licensed Intellectual Property by third parties other than any licenses to the Licensed Intellectual Property granted by a party (or its Affiliates or Subsidiaries) to a third party.

ARTICLE IX
TERM; TERMINATION

Section 9.1 Term. The term of this Agreement commences on the Distribution and continues through the life of any applicable license hereunder.

Section 9.2 Termination. This Agreement may be terminated by the Kraft Foods Inc. Board at any time prior to the Distribution.

Section 9.3 Effect of Termination. In the event of any termination of this Agreement prior to the Distribution, no party (or any of its directors or officers) shall have any Liability or further obligation to any other party with respect to this Agreement.

Section 9.4 Material Breach. Neither party may unilaterally terminate this Agreement for a material breach of this Agreement by the other party, provided, however, that each party will retain any remedies for such breach that it may be entitled to in a court of law or equity.

ARTICLE X
CONFIDENTIALITY

Section 10.1 Confidentiality; Protection of Trade Secrets. Each party acknowledges and agrees that Patents and Trade Secrets and Know-How constitute proprietary and/or confidential information. Accordingly, where either party is a recipient of or licensee of the other party's Patents or Trade Secrets and Know-How, the receiving party shall use reasonable measures to protect, maintain and safeguard such information as proprietary and confidential as set forth herein and in ARTICLE VI (Exchange of Information; Litigation Management; Confidentiality) of the Separation Agreement.

Section 10.2 Privileged Information. The parties further acknowledge and agree that in furtherance of the rights and obligations in this Agreement, each party may provide or be the recipient of Privileged Information (as defined in the Separation Agreement). The exchange of Privileged Information shall be subject to ARTICLE VI (Exchange of Information; Litigation Management; Confidentiality) of the Separation Agreement.

ARTICLE XI
DISPUTE RESOLUTION AND CORPORATE GOVERNANCE

Section 11.1 Licensed Intellectual Property Governance. With respect to the Licensed Intellectual Property and the parties' rights and obligations to each other as set forth herein, the parties agree to work cooperatively with each other in order to review, manage and minimize disputes between the parties. In the event the parties are unable to mutually agree upon a course of action under this Agreement, subject to the limitations herein, such dispute shall be submitted to Dispute Resolution as set forth in this ARTICLE XI.

(a) Representatives. Each party shall make available as required by this ARTICLE XI its Executive Vice President for Research Development and Quality ("RDQ") and its Patent Counsel for the applicable business unit. In addition, at the request of a party and to the extent reasonably required due to the applicable subject matter, the parties shall make available the Vice President of RDQ for the applicable business unit and the applicable business unit counsel.

Section 11.2 Intellectual Property Dispute Resolution Procedures.

(a) Step Process. Any controversy or claim arising out of or relating to Intellectual Property disputes, including requests by a party for access to certain Non-Licensed Patents or Non-Licensed Trade Secrets and Know-How of the other party, under this Agreement or the breach thereof (a "Dispute"), shall be resolved: (i) first, by a meeting and negotiation between each party's Executive Vice President for RDQ, Patent Counsel for the applicable Business and such other business counsel and leads as deemed necessary (*e.g.*, Vice President of RDQ for the business unit, RDQ IP/Strategy and the Business Counsel), where such meeting shall take place within thirty (30) days of either party's written notice of the Dispute; (ii) if such meeting and negotiations do not resolve the Dispute within thirty (30) days thereafter, each party's chief financial officer shall then meet; and (iii) if negotiations fail, such issues shall be escalated in accordance with the dispute resolution provisions of ARTICLE VII (Dispute Resolution) of the Separation Agreement.

(b) Dispute regarding Restricted Technology. Notwithstanding 11.2(a), any Dispute relating to or arising out of the Black Box procedures with respect to a Restricted Technology shall be resolved: (i) first by a meeting and negotiation between each party's Executive Vice President for RDQ, Patent Counsel for the applicable Business and such other business counsel and leads as deemed necessary (*e.g.*, Vice President of RDQ for the business unit, RDQ IP/Strategy and the Business Counsel), where such meeting shall take place within thirty (30) days of either party's written notice of the Dispute; and (ii) if such meeting and negotiation does not resolve the Dispute within thirty (30) days thereafter, such Dispute shall be resolved by final and binding dispute resolution by YourEncore or such other dispute resolution party that the parties mutually agree upon.

(c) Costs. Each party shall bear its own costs, expenses and attorneys' fees in pursuit and resolution of any Dispute, except if arbitration is initiated under Section 11.2(a) of this Agreement, Section 7.3 (Arbitration) of the Separation Agreement or arbitration using YourEncore, then the non-prevailing party shall pay all costs and expenses of the parties, including all arbitration and legal costs and expenses of the parties.

Section 11.3 Bi-Annual Intellectual Property Review Meetings. The parties shall, at least twice a year or as otherwise may be necessary to resolve a Dispute, hold a review meeting at one of the party's offices, or at such other place as is mutually agreed to by the parties, to review, with respect to the Licensed Intellectual Property: (i) summary of filing and grant information on new Licensed Patents (including, IDFs), maintenance and annuity decisions for the Licensed Patents, updates, decisions for foreign filings of Licensed Patents not decided prior to the Separation; (ii) abandonment of and/or transfer of ownership of or license rights in the Licensed Patents; (iii) litigation issues, including any updates or strategies on existing or proposed litigation, or implications of such existing or proposed litigation; (iv) interference, opposition, derivation, reexamination, reissue or other proceedings with the U.S. Patent and Trademark Office, or such other foreign intellectual property office as applicable; (v) patent marking requirements or any other Patent marking issues; (vi) Cadbury licensing provisions under Section 3.3(b); (vii) the disclosure to third parties of any of Confidential Information or Licensed Intellectual Property, including any Restricted Technologies and Know-How or any other Licensed Intellectual Property deemed sensitive by a party; (viii) any fees, costs and expenses associated with any of the above, including any true-up or reimbursement that may be required under this Agreement; and (ix) address such other issues as may be relevant at the time. Each

party shall be responsible for all fees, costs and expenses with respect to its participation in such meetings. If the parties cannot resolve any outstanding issues at the meeting, then such issues shall be escalated first to the chief financial officer, and if not then resolved, the issue shall be escalated in accordance with the dispute resolution provisions of ARTICLE VII (Dispute Resolution) of the Separation Agreement, provided, however, that any Dispute relating to or arising out of a Restricted Technology shall be in accordance with Section 11.2(b).

(a) Meeting Agenda. At least two (2) weeks prior to a scheduled meeting pursuant to this Section 11.3, each party shall provide to the other a non-binding, proposed agenda with respect to the issues it is intending to discuss, including the following: (i) an overview of any issues it is intending to discuss; (ii) any issues such party is seeking to resolve; (iii) any issues that have been resolved since the prior meeting; (iv) any updates on issues that the other party was seeking; (v) any fees, costs or expenses it seeks reimbursement for or that require being trued-up; and (vi) any other information that such party may deem appropriate.

Section 11.4 Non-Intellectual Property Dispute Resolution. Either party may proceed and escalate any non-Intellectual Property Dispute under this Agreement in accordance with the dispute resolution provisions of ARTICLE VII (Dispute Resolution) of the Separation Agreement.

ARTICLE XII
LIMITATION OF LIABILITY

Section 12.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS SUBSIDIARIES OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS SUBSIDIARIES OR AFFILIATE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING IN ANY WAY OUT OF THE DRAFTING OF THIS AGREEMENT, THE DIVISION OF THE BUSINESSES, OR THE ALLOCATION OF INTELLECTUAL PROPERTY THAT IS EITHER OWNED BY OR LICENSED TO THE PARTIES, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT LIMIT DAMAGES AVAILABLE TO EITHER PARTY UNDER APPLICABLE LAW IN THE EVENT OF A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, A PARTY'S VIOLATION OF THE RESTRICTIONS ON THE USE, EXPLOITATION, OBLIGATIONS, RESTRICTIONS OR SALE OF THE INTELLECTUAL PROPERTY, OR EITHER PARTY'S OBLIGATIONS OF INDEMNIFICATION UNDER SECTION 6.2 OR SECTION 12.2 AND SHALL NOT LIMIT EITHER PARTY'S OBLIGATIONS EXPRESSLY ASSUMED IN THIS AGREEMENT OR THE SEPARATION AGREEMENT; PROVIDED FURTHER THAT THE EXCLUSION OF PUNITIVE, EXEMPLARY OR TREBLE DAMAGES SHALL APPLY IN ANY EVENT.

Section 12.2 Indemnification. If, as between Group Brands and Global Brands (and its and their Affiliates and Subsidiaries), a party (the "Indemnitor") breaches any restriction, obligation or limitation contained herein with respect to a Restricted Technology, including any breach by a third party with respect to a Restricted Technology that is related to or arising out of the disclosure, license or sale of such Restricted Technology by the Indemnitor, the Indemnitor shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all Liabilities, including any form of damages, relating to, arising out of or resulting such breach of a Restricted Technology.

ARTICLE XIII
MISCELLANEOUS

Section 13.1 Coordination with Certain Ancillary Agreements; Conflicts. Except as otherwise expressly provided in this Agreement, in the event of any conflict or inconsistency between any provision of any of the Separation Agreement or any other Ancillary Agreements and any provision of this Agreement, this Agreement shall control over the inconsistent provisions of the Separation Agreement or any other Ancillary Agreements as to the matters specifically addressed in this Agreement. The Tax Sharing Agreement shall govern all matters (including dispute resolution and any indemnities and payments among the parties) relating to Taxes or otherwise specifically addressed in the Tax Sharing Agreement.

Section 13.2 Canadian Exclusion.

(a) In the event of a conflict between the Canadian Asset Transfer Agreement and this Agreement as to any Canadian Intellectual Property, the Canadian Asset Transfer Agreement shall control, solely with respect to such Canadian Intellectual Property.

(b) Notwithstanding any provision of this Agreement to the contrary, including Section 2.1 and Section 2.2, nothing in this Agreement shall effect, constitute or change the timing of (i) any transfer, assignment, conveyance or other disposition of, or any amendment, modification, supplement or other change of, or to, any right, title, interest or benefit in, or to the Canadian Intellectual Property, (ii) any transfer, assumption, forgiveness or release of, or any amendment, modification, supplement or other change of, or to, any Liabilities of Kraft Canada Inc., Mondelez Canada Inc. or of any of their direct or indirect subsidiaries (including partnerships) or (iii) any grant or other creation of any license, leave, authority or other permission to, or by Kraft Canada Inc. or to or by Mondelez Canada Inc. or any of their direct or indirect subsidiaries (including partnerships).

Section 13.3 Affiliates and Subsidiaries. Except as expressly set forth in this Agreement, all rights, obligations and restrictions that apply to a party shall apply equally to each of its and their Affiliates and Subsidiaries.

Section 13.4 Expenses. Except as expressly set forth in this Agreement, all fees, costs and expenses paid or incurred in connection with the performance of this Agreement, whether performed by a third party or internally, will be paid by the party incurring such fees or expenses. Global Brands will be responsible for any transfer and recordal fees related to the transfer of any Global Brands' Intellectual Property to Global Brands and Group Brands will be responsible for any transfer and recordal fees related to the transfer of any Group Brands' Intellectual Property to Group Brands.

Section 13.5 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 13.6 Waiver. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder. Any agreement on the part of any party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 13.7 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile, upon written confirmation of receipt by facsimile, e-mail or otherwise, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(1) if to Kraft Foods Global Brands LLC or any other SnackCo Entity, to both:

Kraft Foods Global Brands LLC
Three Parkway North, Suite 200
Deerfield, Illinois 60015
Attention: General Counsel
Email: gerd.pleuhs@mdlz.com

with a copy (which shall not constitute notice) to:

Kraft Foods Global Brands LLC
Three Parkway North, Suite 200
Deerfield, Illinois 60015
Attention: SVP & Deputy General Counsel
Email: willie.miller@mdlz.com

(2) if to Kraft Foods Group Brands LLC or any other GroceryCo Entity, to:

Kraft Foods Group Brands LLC
Three Lakes Drive
Northfield, Illinois 60093
Attention: General Counsel
Email: kim.rucker@kraftfoods.com

with a copy (which shall not constitute notice) to:

Kraft Foods Group Brands LLC
Three Lakes Drive
Northfield, Illinois 60093
Attention: Chief Patent Counsel
Email: clinton.hallman@kraftfoods.com

Section 13.8 Interpretation. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule such reference shall be to a Section, Article, Exhibit or Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Exhibit or Schedule are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall have the meaning as defined in this Agreement or the Separation Agreement. All Schedules and Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The words “include,” “includes,” “included,” “including,” or the phrase “e.g.” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless otherwise specified, and shall not be construed as terms of limitation. The word “day” when used in this Agreement shall mean “calendar day,” unless otherwise specified. Unless otherwise expressly stated, the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, Subsection or other subpart.

Section 13.9 Counting Days. When calculating the time period before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is referenced in calculating such period shall be excluded (for example, if an action is to be taken within two days of a triggering event and such event occurs on a Tuesday then the action must be taken by Thursday). If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

Section 13.10 Entire Agreement. This Agreement and the Separation Agreement and the other Ancillary Agreements and the Annexes, Exhibits, Schedules and Appendices hereto and thereto constitute the entire agreement, and supersede all prior written agreements, arrangements,

communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof. This Agreement shall not be deemed to contain or imply any restriction, covenant, representation, warranty, agreement or undertaking of any party with respect to the transactions contemplated hereby and thereby other than those expressly set forth herein or therein or in any document required to be delivered hereunder or thereunder. Notwithstanding any oral agreement or course of action of the parties or their representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

Section 13.11 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 13.12 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal Laws of the State of New York, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York (other than Section 5-1401 of the New York General Obligations Law).

Section 13.13 Assignment. Except as specifically provided in this Agreement, none of the rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party without the prior written consent of the other parties, and any such assignment without such prior written consent shall be null and void. If any party (or any of its successors or permitted assigns) (a) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (b) shall transfer all or substantially all of its properties and/or assets to any Person, then, and in each such case, the party (or its successors or permitted assigns, as applicable) shall ensure that such Person assumes all of the obligations of such party (or its successors or permitted assigns, as applicable) under this Agreement. This Agreement shall be binding on and enure for the benefit of the successors and permitted assigns of each party.

Section 13.14 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 13.15 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall be effective as of the Distribution Date.

Section 13.16 Facsimile Signature. This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

KRAFT FOODS GLOBAL BRANDS LLC

By: /s/ Gerhard Pleuhs
Name: Gerhard Pleuhs
Title: Authorized Signatory

KRAFT FOODS GROUP BRANDS LLC

By: /s/ Timothy R. McLevish
Name: Timothy R. McLevish
Title: Authorized Signatory

KRAFT FOODS UK LTD.

By: /s/ Gerhard Pleuhs
Name: Gerhard Pleuhs
Title: Authorized Signatory

KRAFT FOODS R&D INC.

By: /s/ Gerhard Pleuhs
Name: Gerhard Pleuhs
Title: Authorized Signatory

Exhibit 10.4

EXECUTION VERSION

MASTER OWNERSHIP AND LICENSE AGREEMENT REGARDING TRADEMARKS AND RELATED INTELLECTUAL PROPERTY

between

KRAFT FOODS GLOBAL BRANDS LLC

and

KRAFT FOODS GROUP BRANDS LLC

Dated as of September 27, 2012

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ARTICLE VIII

MISCELLANEOUS

MASTER OWNERSHIP AND LICENSE AGREEMENT REGARDING TRADEMARKS AND RELATED INTELLECTUAL PROPERTY

MASTER OWNERSHIP AND LICENSE AGREEMENT REGARDING TRADEMARKS AND RELATED INTELLECTUAL PROPERTY, dated as of September 27, 2012 and effective as of the Distribution Date (as defined in the Separation Agreement (as defined below)) (this "Agreement"), between Kraft Foods Global Brands LLC, a Delaware limited liability company ("SnackCo IPCo"), and Kraft Foods Group Brands LLC, a Delaware limited liability company ("GroceryCo IPCo").

RECITALS

A. Kraft Foods Inc., a Virginia corporation ("Kraft Foods Inc." or "SnackCo") and Kraft Foods Group, Inc., a Virginia corporation ("GroceryCo") have entered into the Separation and Distribution Agreement (the "Separation Agreement"), dated as of September 27, 2012, under which Kraft Foods Inc. will distribute to the Record Holders (as defined in the Separation Agreement), on a *pro rata* basis, all the outstanding shares of GroceryCo Common Stock (as defined in the Separation Agreement) owned by Kraft Foods Inc. on the Distribution Date (as defined in the Separation Agreement) (the "Distribution").

B. Prior to the Distribution, Kraft Foods Inc., acting through itself and its direct and indirect Subsidiaries (as defined in the Separation Agreement), has conducted the GroceryCo Business (as defined in the Separation Agreement) and the SnackCo Business (as defined in the Separation Agreement). Pursuant to the Distribution, Kraft Foods Inc. is being separated into two publicly traded companies: (i) GroceryCo, which will own and conduct, directly and indirectly, the GroceryCo Business; and (ii) SnackCo, which will own and conduct, directly and indirectly, the SnackCo Business.

C. In furtherance of the separation of Kraft Foods Inc. into two publicly traded companies pursuant to the Separation Agreement, Section 2.1(b) of the Separation Agreement requires GroceryCo and SnackCo to, and to cause their respective Subsidiaries to, (A) transfer to one or more members of the GroceryCo Group (as defined in the Separation Agreement) all of the right, title and interest of the SnackCo Group (as defined in the Separation Agreement) in and to all GroceryCo Assets (as defined in the Separation Agreement) and (B) transfer to one or more members of the SnackCo Group all of the right, title and interest of the GroceryCo Group in and to all SnackCo Assets (as defined in the Separation Agreement).

D. In addition to such transfer of GroceryCo Assets and SnackCo Assets, the parties desire to license to each other certain Trademarks (as defined below) on both a short-term and long-term basis, taking into consideration the historic joint development of such Trademarks by the GroceryCo and SnackCo Businesses, the overlapping usage by both the GroceryCo and SnackCo Businesses in certain jurisdictions, and the needs for the Licensee (as defined below) to transition to new branding and Trademarks and exhaust existing inventory.

E. The parties desire to enter into an agreement on the following terms and conditions to set forth their agreements regarding the ownership and licensing of Trademarks used in the conduct of the GroceryCo Business and the SnackCo Business.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Table of Definitions. The following terms have the meanings set forth on the pages referenced below:

Section 1.2 Certain Defined Terms . Capitalized terms used herein without definition shall have the meanings assigned to them in the Separation Agreement. For the purposes of this Agreement:

"Adjusted EBITDA" shall mean earnings before interest, taxes, depreciation and amortization, each as determined in accordance with United States generally accepted accounting principles applied on a consistent basis, for the most recent trailing twelve month period, provided that the effects of any of the following shall be excluded from Adjusted EBITDA: (1) any profit or loss attributable to acquisitions or dispositions of stock or assets, (2) any intangibles/goodwill amortization charges attributable to acquisitions or dispositions of stock or assets, (3) any changes in accounting standards or practices utilized in preparing the financial statements of the Relevant Business, (4) all items of gain, loss or expense for the applicable year related to restructuring charges for the Relevant Business and (5) all items of gain, loss or expense for the year determined to be extraordinary or unusual in nature or infrequent in occurrence or related to the disposal of a segment of a business.

"Asia Pacific Countries" means the countries listed under the heading "Asia Pacific Countries" in Schedule A hereto.

"Canadian Transfer Agreement" means the asset transfer agreement dated as of September 29, 2012 between Mondelez Canada Inc. and Kraft Canada Inc., as may be amended or modified from time to time.

"Caribbean Countries" means the countries listed under the heading "Caribbean Countries" in Schedule A hereto.

"CEE Countries" means the countries listed under the heading "CEE Countries" in Schedule A hereto.

"CEEMA Countries" means the CEE Countries and the MEA Countries.

"Central American Countries" means the countries listed under the heading "Central American Countries" in Schedule A hereto.

"European Union" means the member states of the European Union as at the Distribution Date and the EFTA countries as at the Distribution Date (i.e., Iceland, Liechtenstein, Norway and Switzerland).

"Exclusively Licensed Trademark" means any Licensed Trademark that is the subject of an exclusive license grant hereunder.

"Flavorburst Logo" means the composite logo that consists of "kraft foods" and the "Flavorburst" graphic that is used as at the Distribution Date in connection with the GroceryCo Business and the SnackCo Business as shown below.

"GroceryCo Brand-Related Copyrights" means any of the copyrights owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution in any product packaging, advertising and promotional material and website and other content that relates specifically to products that are primarily branded with GroceryCo Marks, other than the copyrights mentioned in Section 2.1(d).

"GroceryCo Brand IP" means, collectively, the GroceryCo Marks (and the goodwill associated therewith), the GroceryCo Brand-Related Copyrights and the GroceryCo Domain Names.

"GroceryCo Canada" means Kraft Canada Inc.

"GroceryCo Domain Names" means any domain names (uniform resource locator addresses) owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution that are listed on Schedule D.

"GroceryCo Mark Binders" means the Trademark binders dated as of the Distribution Date and labeled "GroceryCo Marks" that contain a listing of all of the GroceryCo Marks.

"GroceryCo Marks" means any of the Trademarks owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution that (i) are GroceryCo Primary Brands or (ii) primarily relate to or are primarily used in the GroceryCo Business. The "GroceryCo Marks" include all of the Trademarks listed in the GroceryCo Mark Binders (other than any SnackCo Primary Brand listed inadvertently therein) and exclude all of the Trademarks that are listed in the SnackCo Mark Binders (other than any GroceryCo Primary Brand listed inadvertently therein).

"GroceryCo Primary Brands" means the brands used in the GroceryCo Business that are listed on Schedule B hereto.

"GroceryCo Products" means products produced, manufactured, advertised, promoted. marketed, distributed or sold in connection with the GroceryCo Business.

"Kraft GroceryCo Trademark" means the Trademarks "KRAFT" and "KRAFT FOODS" owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution, including the Kraft Hexagon Logo or any successor logo adopted by GroceryCo.

"Kraft Hexagon Logo" means the Trademark owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution that consists of "Kraft" bordered with a hexagon as shown below.

"LA ex-Caribbean Countries" means the Latin American Countries excluding the Caribbean Countries.

"Large North American Customer" means as at the Distribution Date one of the following Customers and any successor thereto: Wal-Mart, CostCo, Safeway, Kroger, Supervalu, and Target, and following the Distribution Date any other Person that is in the top five (5) of all food retailers in the United States.

"Latin American Countries" means the Caribbean Countries, the Central American Countries, Mexico and the South American Countries.

"Licensed Trademark" means a GroceryCo Mark or a SnackCo Mark that is licensed under this Agreement by GroceryCo IPCo or SnackCo IPCo, as the case may be, to SnackCo IPCo or GroceryCo IPCo, as applicable.

"Licensee" means, with reference to a Licensed Trademark, the party (or any of its successors or permitted assigns) to which such Licensed Trademark is licensed by the other party hereunder.

"Licensor" means, with reference to a Licensed Trademark, the party (or any of its successors or permitted assigns) which licenses a Licensed Trademark to the other party hereunder.

"MEA Countries" means the countries listed under the heading "MEA Countries" in Schedule A hereto.

"NA Countries" means the United States and Canada only. For the avoidance of doubt, the term "NA Countries" does not include Mexico.

"Near East Countries" means the Republic of Yemen, the Republic of Iraq, the Hashemite Kingdom of Jordan, the Syrian Arab Republic, the Lebanese Republic, Palestine, Israel and the member states of "The Cooperation Council For the Arab States of the Gulf" (GCC), i.e. the United Arab Emirates (consisting of the emirates: Abu Dhabi, Ajman, Dubai, Fujairah, Ras al-Khaimah, Sharjah and Umm al-Quwain), the Kingdom of Bahrain, the Kingdom of Saudi Arabia, the Sultanate of Oman, the State of Qatar and the State of Kuwait.

"No-Diversion Letter" means the letter set out in Schedule K hereto.

"Perpetual Licensee" means a Licensee to which a perpetual license is granted pursuant to Section 3.1(c) or Section 3.2(c).

"SnackCo Brand-Related Copyrights" means any of the copyrights owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution in any product packaging, advertising and promotional material and website and other content that relates specifically to products that are primarily branded with SnackCo Marks, other than the copyrights mentioned in Section 2.1(d).

"SnackCo Canada" means Mondelez Canada Inc.

"SnackCo Domain Names" means any of the domain names (uniform resource locator addresses) owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution that are listed on Schedule E hereto.

"SnackCo Brand IP" means, collectively, the SnackCo Marks (and the goodwill associated therewith), the SnackCo Brand-Related Copyrights and the SnackCo Domain Names.

"SnackCo Mark Binders" means the Trademark binders dated as of the Distribution Date and labeled "SnackCo Marks" that contain a listing of all of the SnackCo Marks.

"SnackCo Marks" means any of the Trademarks owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution that (i) are SnackCo Primary Brands or (ii) primarily relate to or are primarily used in the SnackCo Business. The "SnackCo Marks" include all of the Trademarks listed in the SnackCo Mark Binders (other than any GroceryCo Primary Brand listed inadvertently therein) and exclude all of the Trademarks that are listed in the GroceryCo Mark Binders (other than any SnackCo Primary Brand listed inadvertently therein).

"SnackCo Primary Brands" means the brands used in the SnackCo Business that are listed on Schedule C hereto.

"SnackCo Products" means products produced, manufactured, advertised, promoted, marketed, distributed or sold in connection with the SnackCo Business.

"South American Countries" means the countries listed under the heading "South American Countries" in Schedule A hereto.

"Split-Ownership Brands" means the following brands used in connection with the GroceryCo Business and the SnackCo Business: "Philadelphia," "Maxwell House," "Gevalia," "Dream Whip" and "Live Active."

"Sub-Brands" means a Trademark, excluding Trade Dress, used on the front of the package for purpose of naming product variants, product segments, product flavors, usage occasions and the like and used in combination with a licensed GroceryCo Primary Brand or a licensed SnackCo Primary Brand, as the case may be.

"Trade Dress" means the rights in the registered or unregistered characteristics of the visual appearance of a product packaging including the shape or appearance of the container, graphic design, and color scheme or design, or a combination of any of the foregoing that serve as a source identifier and are used on the package in combination with a licensed GroceryCo Primary Brand or a licensed SnackCo Primary Brand, as the case may be.

"Trademarks" means trademarks, service marks, trade names and other indications of origin or similar rights and all related Trade Dress, in each case, whether registered or unregistered, including all registrations and all applications to register any of the foregoing.

"United States" means the United States of America, excluding its territories and possessions in the Caribbean Countries. A license grant that covers the United States shall be deemed to extend to all US Military Bases as well as American Samoa and Guam.

"US Military Bases" means any military bases operated by the United States Government anywhere in the world.

ARTICLE II

ALLOCATION OF OWNERSHIP OF TRADEMARKS, BRAND-RELATED COPYRIGHTS AND DOMAIN NAMES

Section 2.1 Ownership of Trademarks, Brand-Related Copyrights and Domain Names.

(a) Ownership by GroceryCo IPCo.

(i) The parties acknowledge that, as between the parties and their respective Affiliates, GroceryCo IPCo and its Affiliates are the sole and exclusive owners of the GroceryCo Brand IP and that no SnackCo Entity has any right or interest therein, subject to the licenses granted to SnackCo IPCo in the GroceryCo Brand IP under this Agreement. SnackCo IPCo hereby assigns to GroceryCo IPCo all right, title and interest of SnackCo IPCo in and to the GroceryCo Brand IP, and agrees to cause its Affiliates to assign pursuant to separate assignment agreements to GroceryCo IPCo or an Affiliate of GroceryCo IPCo designated by GroceryCo IPCo any right, title and interest of such Affiliates of SnackCo IPCo in and to the GroceryCo Brand IP.

(ii) All Sub-Brands used for GroceryCo Products and adopted by SnackCo IPCo or any of its Affiliates prior to the Distribution Date with respect to any of the GroceryCo Marks licensed hereunder ("GroceryCo Sub-Brands") shall be owned by GroceryCo IPCo (or, pursuant to separate assignment agreements, Affiliates of GroceryCo IPCo designated by GroceryCo IPCo) and deemed to be included in the GroceryCo Marks licensed to SnackCo IPCo hereunder, and SnackCo IPCo hereby assigns to GroceryCo IPCo all right, title and interest of SnackCo IPCo in such

GroceryCo Sub-Brands, and agrees to cause its Affiliates to assign pursuant to separate assignment agreements to GroceryCo IPCo or an Affiliate of GroceryCo IPCo designated by GroceryCo IPCo any right, title and interest of such Affiliates of SnackCo IPCo in and to such GroceryCo Sub-Brands. Sub-Brands that are created in good faith after the Distribution Date by or on behalf of a SnackCo Entity independently from such GroceryCo Sub-Brands in connection with the use of a GroceryCo Mark licensed by GroceryCo IPCo hereunder ("SnackCo-Developed Sub-Brands") shall be owned by SnackCo IPCo or its respective Affiliates.

(iii) All Trade Dress used for GroceryCo Products and adopted by SnackCo IPCo or any of its Affiliates prior to the Distribution Date with respect to any of the GroceryCo Marks licensed hereunder ("GroceryCo Trade Dress") shall be owned by GroceryCo IPCo (or, pursuant to separate assignment agreements, Affiliates of GroceryCo IPCo designated by GroceryCo IPCo) and deemed to be included in the GroceryCo Marks licensed to SnackCo IPCo hereunder, and SnackCo IPCo hereby assigns to GroceryCo IPCo all right, title and interest of SnackCo IPCo in such GroceryCo Trade Dress, and agrees to cause its Affiliates to assign pursuant to separate assignment agreements to GroceryCo IPCo or an Affiliate of GroceryCo IPCo designated by GroceryCo IPCo any right, title and interest of such Affiliates of SnackCo IPCo in and to such GroceryCo Trade Dress. Any Trade Dress that is created in good faith after the Distribution Date by or on behalf of a SnackCo Entity independently from such GroceryCo Trade Dress in connection with the use of a GroceryCo Mark licensed by GroceryCo IPCo hereunder ("SnackCo-Developed Trade Dress") and that portion of any Trade Dress that relates specifically to any SnackCo Marks shall be owned by SnackCo IPCo or its respective Affiliates.

(iv) No new GroceryCo Sub-Brands or GroceryCo Trade Dress shall be adopted and used in connection with any licensed GroceryCo Mark by SnackCo IPCo or any of its Affiliates after the Distribution Date without the prior written approval of GroceryCo IPCo, which GroceryCo IPCo may withhold in its sole discretion. SnackCo IPCo (or its Affiliates) may, without the prior written approval of GroceryCo IPCo, develop, adopt, file Trademark applications with respect to, and use, SnackCo-Developed Sub-Brands or SnackCo-Developed Trade Dress in connection with GroceryCo Marks licensed hereunder; provided that SnackCo IPCo and its Affiliates shall not file new Trademark applications that combine a licensed GroceryCo Mark with a SnackCo-Developed Sub-Brand or SnackCo-Developed Trade Dress. GroceryCo IPCo shall not hinder, aggravate or block good faith efforts of SnackCo IPCo or its Affiliates to migrate from a GroceryCo Sub-Brand or GroceryCo Trade Dress included within the license of a GroceryCo Mark to a SnackCo-Developed Sub-Brand or SnackCo-Developed Trade Dress hereunder; provided that such SnackCo-Developed Sub-Brand or SnackCo-Developed Trade Dress is not confusingly similar to the initially used GroceryCo Sub-Brand or GroceryCo Trade Dress licensed by GroceryCo IPCo hereunder.

(b) Ownership by SnackCo IPCo.

(i) The parties acknowledge that, as between the parties and their respective Affiliates, SnackCo IPCo and its Affiliates are the sole and exclusive owners of the

SnackCo Brand IP and that no GroceryCo Entity has any right or interest therein, subject to the licenses granted to GroceryCo IPCo in the SnackCo Brand IP under this Agreement. GroceryCo IPCo hereby assigns to SnackCo IPCo all right, title and interest of GroceryCo IPCo in and to the SnackCo Brand IP, and agrees to cause its Affiliates to assign pursuant to separate assignment agreements to SnackCo IPCo or an Affiliate of SnackCo IPCo designated by SnackCo IPCo any right, title and interest of such Affiliates of GroceryCo IPCo in and to the SnackCo Brand IP.

(ii) All Sub-Brands used for SnackCo Products and adopted by GroceryCo IPCo or any of its Affiliates prior to the Distribution Date with respect to any of the SnackCo Marks licensed hereunder ("SnackCo Sub-Brands") shall be owned by SnackCo IPCo (or, pursuant to separate assignment agreements, Affiliates of SnackCo IPCo designated by SnackCo IPCo) and deemed to be included in the SnackCo Marks licensed to GroceryCo IPCo hereunder, and GroceryCo IPCo hereby assigns to SnackCo IPCo all right, title and interest of GroceryCo IPCo in such SnackCo Sub-Brands, and agrees to cause its Affiliates to assign pursuant to separate assignment agreements to SnackCo IPCo or an Affiliate of SnackCo IPCo designated by SnackCo IPCo any right, title and interest of such Affiliates of GroceryCo IPCo in and to such SnackCo Sub-Brands. Sub-Brands that are created in good faith after the Distribution Date by or on behalf of a GroceryCo Entity independently from such SnackCo Sub-Brands in connection with the use of a SnackCo Mark licensed by SnackCo IPCo hereunder ("GroceryCo-Developed Sub-Brands") shall be owned by GroceryCo IPCo or its respective Affiliates.

(iii) All Trade Dress used for SnackCo Products and adopted by GroceryCo IPCo or any of its Affiliates prior to the Distribution Date with respect to any of the SnackCo Marks licensed hereunder ("SnackCo Trade Dress") shall be owned by SnackCo IPCo (or, pursuant to separate assignment agreements, Affiliates of SnackCo IPCo designated by SnackCo IPCo) and deemed to be included in the SnackCo Marks licensed to GroceryCo IPCo hereunder, and GroceryCo IPCo hereby assigns to SnackCo IPCo all right, title and interest of GroceryCo IPCo in such SnackCo Trade Dress, and agrees to cause its Affiliates to assign pursuant to separate assignment agreements to SnackCo IPCo or an Affiliate of SnackCo IPCo designated by SnackCo IPCo any right, title and interest of such Affiliates of GroceryCo IPCo in and to such SnackCo Trade Dress. Any Trade Dress that is created in good faith after the Distribution Date by or on behalf of a GroceryCo Entity independently from such SnackCo Trade Dress in connection with the use of a SnackCo Mark licensed by SnackCo IPCo hereunder ("GroceryCo-Developed Trade Dress") and that portion of any Trade Dress that relates specifically to any GroceryCo Marks shall be owned by GroceryCo IPCo or its respective Affiliates.

(iv) No new SnackCo Sub-Brands or SnackCo Trade Dress shall be adopted and used in connection with any licensed SnackCo Mark by GroceryCo IPCo or any of its Affiliates after the Distribution Date without the prior written approval of SnackCo IPCo, which SnackCo IPCo may withhold in its sole discretion. GroceryCo IPCo (or its Affiliates) may, without the prior written approval of SnackCo IPCo, develop, adopt, file Trademark applications with respect to, and use, GroceryCo-Developed Sub-Brands or GroceryCo-Developed Trade Dress in connection with SnackCo Marks licensed

hereunder; provided that GroceryCo IPCo and its Affiliates shall not file new Trademark applications that combine a licensed SnackCo Mark with a GroceryCo-Developed Sub-Brand or GroceryCo-Developed Trade Dress. SnackCo IPCo shall not hinder, aggravate or block good faith efforts of GroceryCo IPCo or its Affiliates to migrate from a SnackCo Sub-Brand or SnackCo Trade Dress included within the license of a SnackCo Mark to a GroceryCo-Developed Sub-Brand or GroceryCo-Developed Trade Dress hereunder; provided that such GroceryCo-Developed Sub-Brand or GroceryCo-Developed Trade Dress is not confusingly similar to the initially used SnackCo Sub-Brand or SnackCo Trade Dress licensed by SnackCo IPCo hereunder.

(c) License split of "Bird's". SnackCo IPCo shall procure that Kraft Foods International, Inc. will notify Premier Ambient Products (UK) Limited ("Premier") of its intention to assign its exclusive trademark license for the sale of dessert products under the "Bird's" brand in Canada, which Premier has granted to Kraft Foods International, Inc. under the Trademark Licence Agreement, dated February 13, 2005 and which is attached as Schedule H hereto, to GroceryCo IPCo or another GroceryCo Entity designated by GroceryCo IPCo, and such GroceryCo Entity shall enter into a deed of adherence with Premier's affiliate Premier Foods Group Limited prior to or upon the assignment of the "Bird's" license as set forth in section 9.1 of such Trademark Licence Agreement. Kraft Foods International, Inc. shall remain the licensee for the sale of dessert products under the "Bird's" brand in all other licensed territories under such Trademark Licence Agreement, dated February 13, 2005. Kraft Foods International, Inc. shall also undertake reasonable efforts to obtain Premier's written consent that sublicensees may be appointed by GroceryCo IPCo (or such other designated GroceryCo Entity) in Canada and by Kraft Foods International, Inc. in all other licensed territories under such Trademark Licence Agreement, dated February 13, 2005, in each case in accordance with section 9.2 of the Trademark Licence Agreement, dated February 13, 2005.

(d) Any copyrights owned by Kraft Foods Inc. or any of its direct or indirect Subsidiaries immediately prior to the Distribution that relate specifically to a Split-Ownership Brand shall be owned, on a divided basis, by GroceryCo IPCo or its Affiliates, on the one hand, and SnackCo IPCo or its Affiliates, on the other hand, and may be used by either party or its Affiliates without a duty of accounting or other obligation to the other party; provided that any such use of such copyrights in connection with a Split-Ownership Brand shall be consistent with and limited to the territory to which SnackCo IPCo's or GroceryCo IPCo's ownership in and rights to use the Split-Ownership Brand extends hereunder.

(e) The parties shall, and shall cause their respective Affiliates to, execute and deliver such instruments of assignment and transfer and take such other actions as are necessary to memorialize or perfect the assignments provided for in Section 2.1(a) and Section 2.1(b). The assignee of Trademarks or other intellectual property assigned pursuant to Section 2.1(a) and Section 2.1(b), respectively, shall be responsible, at its sole cost, for filing or recording in the relevant jurisdictions assignments of the Trademarks or such other intellectual property assigned to such assignee pursuant to Section 2.1(a) or Section 2.1(b), as applicable. To the extent one party is requested by the other party to do so, such party shall reasonably assist the requesting party in complying with any formalities to memorialize or perfect the assignment of the Trademarks to the requesting party for Trademarks intended hereunder to be owned by such requesting party.

Section 2.2 Disclaimer of Representations and Warranties. Each of SnackCo IPCo (on behalf of itself and each other SnackCo Entity) and GroceryCo IPCo (on behalf of itself and each other GroceryCo Entity) understands and agrees that no party (including its Affiliates) to this Agreement is making any representations or warranties relating in any way to the GroceryCo Brand IP or the SnackCo Brand IP assigned or licensed hereunder to any Consent required in connection therewith, to the value or freedom from any Security Interests of, or any other matter concerning, any GroceryCo Brand IP or SnackCo Brand IP, or to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any GroceryCo Brand IP or SnackCo Brand IP upon the execution, delivery and filing hereof or thereof. Except as may expressly be set forth in this Agreement, (a) all GroceryCo Brand IP and SnackCo Brand IP are being transferred or licensed on an "as is," "where is" basis, (b) any implied warranty of merchantability, fitness for a specific purpose or otherwise is hereby expressly disclaimed, (c) the respective transferees shall bear the economic and legal risks that any conveyance shall prove to be insufficient to vest in the transferee good and marketable title, free and clear of any Security Interest and (d) none of the parties (including their Affiliates) to this Agreement or any other Person makes any representation or warranty with respect to any information, documents or material made available in connection with the entering into of this Agreement or the transactions contemplated hereby.

Section 2.3 Agreements regarding "White-Space" Registrations.

(a) Filing exclusivity for GroceryCo Primary Brands and SnackCo Primary Brands except Split-Ownership Brands. The parties acknowledge that (i) there are various jurisdictions in which GroceryCo IPCo or other GroceryCo Entities have not filed applications or obtained registrations for GroceryCo Primary Brands and in which, if filings or registrations were to have been made or obtained on the Distribution Date, would have been owned by GroceryCo IPCo as a result of the allocation of ownership of Trademarks made under this Agreement ("GroceryCo Whitespace Jurisdictions") and (ii) there are various jurisdictions in which SnackCo IPCo or other SnackCo Entities have not filed applications or obtained registrations for SnackCo Primary Brands and in which, if filings or registrations were to have been made or obtained on the Distribution Date, would have been owned by SnackCo IPCo based on the allocation of ownership of Trademarks made under this Agreement ("SnackCo Whitespace Jurisdictions"). In order to facilitate the ability of GroceryCo IPCo to register GroceryCo Primary Brands in the GroceryCo Whitespace Jurisdictions and the ability of SnackCo IPCo to register SnackCo Primary Brands in the SnackCo Whitespace Jurisdictions during the ten-year period following the Distribution Date, each of GroceryCo IPCo and SnackCo IPCo are agreeing to the restrictions set forth in this Section 2.3 with respect to the filing of certain new Trademark applications in certain jurisdictions. For the ten-year period commencing on the Distribution Date, GroceryCo IPCo agrees that no GroceryCo Entity shall file any new Trademark applications with respect to any SnackCo Primary Brand (or any Trademark that is identical or confusingly similar thereto) in any SnackCo Whitespace Jurisdictions and SnackCo IPCo agrees that no SnackCo Entity shall file any new Trademark applications with respect to any GroceryCo Primary Brand (or any Trademark that is identical or confusingly similar thereto) in any GroceryCo Whitespace Jurisdictions. Unless expressly provided otherwise herein, the parties agree that following the ten-year exclusivity period any new Trademark sought to be registered by a SnackCo Entity shall not use or include the Kraft GroceryCo Trademark or a hexagon/racetrack design that is identical or confusingly similar to the hexagon/racetrack design incorporated in the Kraft Hexagon Logo or any successor logo adopted by GroceryCo.

(b) Filing exclusivity for Split-Ownership Brands.

(i) No SnackCo Entity shall file during the ten-year period commencing on the Distribution Date any new Trademark applications for a Split-Ownership Brand (or any Trademark that is identical or confusingly similar thereto) in the NA Countries and the Caribbean Countries and, in the case of "Maxwell House" and "Gevalia", in addition in the Latin American Countries;

(ii) No GroceryCo Entity shall file during the ten-year period commencing on the Distribution Date any new Trademark applications for a Split-Ownership Brand (or any Trademark that is identical or confusingly similar thereto) in territories outside the NA Countries and the Caribbean Countries and, in the case of "Maxwell House" and "Gevalia," in the European Union and those CEE Countries which are not member states of the European Union as at the Distribution Date;

(c) By way of example related to Section 2.3(a): (i) SnackCo IPCo agrees that no SnackCo Entity shall file during the ten-year period commencing on the Distribution Date in any jurisdiction anywhere in the world any new Trademark applications with respect to the "Oscar Mayer" GroceryCo Primary Brand (or any Trademark that is identical or confusingly similar thereto); (ii) GroceryCo IPCo agrees that no GroceryCo Entity shall file during the ten-year period commencing on the Distribution Date in any jurisdiction anywhere in the world any new Trademark applications with respect to the "Oreo" SnackCo Primary Brand (or any Trademark that is identical or confusingly similar thereto); and by way of example related to Section 2.3(b): GroceryCo IPCo agrees that no GroceryCo Entity shall file during the ten-year period commencing on the Distribution Date in any jurisdiction outside the NA countries and the Caribbean Countries any new applications with respect to the "Philadelphia" Split-Ownership Brand (or any Trademark that is identical or confusingly similar thereto). At the tenth anniversary of the Distribution Date, the restrictions imposed under this Section 2.3 on the parties and their Affiliates with respect to filing new Trademark applications shall lapse.

(d) Notwithstanding the above, this Section 2.3 shall not prohibit any GroceryCo Entity or SnackCo Entity from filing an application for and registering any new Trademark that was independently developed after the Distribution Date by or on behalf of such GroceryCo Entity or SnackCo Entity, as the case may be; provided that such Trademark (i) is adopted and filed in good faith, (ii) is not identical or confusingly similar to a GroceryCo Primary Brand or SnackCo Primary Brand, as the case may be, owned by the other party hereunder in any jurisdiction or a Split-Ownership Brand owned by the other party hereunder in the jurisdiction in which such filing occurs, taking into account the entire Trademark as filed and the applicable respective goods and services, and (iii) would not violate the other party's rights if a third party were to make such filing in the same jurisdiction.

Section 2.4 Composite Marks.

(a) The parties acknowledge and agree that certain GroceryCo Marks or SnackCo Marks constitute composite Trademarks (each, a "Composite Mark") a constituent element of which includes a word, logo, Sub-Brand, or slogan that constitutes a discrete Trademark that is owned by the other party. The parties acknowledge that the ownership arrangements with respect to Composite Marks to which the parties have agreed are for convenience and a party's ownership of a Composite Mark does not confer on such party any ownership interest or other rights in any such constituent element of such Composite Mark that constitutes a discrete Trademark of the other party. For example, a SnackCo Mark that constitutes a Composite Mark is "Kraft Handi-Snacks" and SnackCo IPCo's ownership of such Composite Mark does not confer on SnackCo IPCo any ownership or other rights in the Kraft GroceryCo Trademark.

(b) A party that owns any application or registration for a Composite Mark agrees to withdraw or cancel such application or registration of such Composite Mark in any jurisdiction as soon as reasonably practicable after the other party gives written notice (a "Blocking Notice") to such party that the existence of such application or registration is blocking the other party from registering or enforcing the discrete Trademark (or variations thereof) owned by the other party that is a constituent element of such Composite Mark. The parties agree that no registrations of any Composite Mark will be renewed by the owner thereof and that any new registration sought by the owner of any Composite Mark must not include the constituent element of such Composite Mark that constitutes a discrete Trademark of the other party. A Blocking Notice may be given by a party only if such party has received a communication from the relevant trademark office, a court of competent jurisdiction or other third party regarding the existence of the block that is the subject of the Blocking Notice. For the avoidance of doubt, the parties agree that the renewal of the registration of any SnackCo Mark that constituted a component of a Composite Mark and any new Trademark sought to be registered by a SnackCo Entity that serves as a replacement for a Composite Mark, shall not use or include the Kraft GroceryCo Trademark or a hexagon/racetrack design that is identical or confusingly similar to the hexagon/racetrack design incorporated in the Kraft Hexagon Logo:

Section 2.5 Mistaken Allocations.

If, prior to the third anniversary of the Distribution Date, either party discovers that a Trademark (other than a GroceryCo Mark that is a GroceryCo Primary Brand) intended by the parties to be owned by SnackCo was inadvertently listed in the GroceryCo Mark Binders or a Trademark (other than a SnackCo Mark that is a SnackCo Primary Brand) intended by the parties to be owned by GroceryCo was inadvertently listed in the SnackCo Mark Binders, such party shall provide written notice to the other party and the parties thereafter shall cooperate in good faith and amend the listings in the GroceryCo Mark Binders and SnackCo Mark Binders, as applicable, and assign any such Trademark to the proper party, as mutually agreed. The parties agree that they shall treat any such mistakenly allocated Trademark as having been owned by the proper party as of the Distribution Date.

Section 2.6 Certain Dot-Com Domain Name Arrangements.

(a) With respect to a domain name associated with a Split-Ownership Brand, upon either party's request, the party owning such domain name shall include on the website located at such domain name a reasonably observable hypertext link, as reasonably approved by the requesting party, to a website owned by the requesting party (or one of its Affiliates) that relates to the sale, advertising or promotion of products under the applicable Split-Ownership Brand in those jurisdictions in which such requesting party owns such Split-Ownership Brands.

(b) If the GroceryCo Business or the SnackCo Business is using on the Distribution Date a domain name that includes a Licensed Trademark that will be licensed hereunder, GroceryCo IPCo or SnackCo IPCo, as the case may be, shall have the right to continue to use such domain name until the expiration of the term of the license granted to such party hereunder for the Licensed Trademark that is included in such domain name. The party that is permitted to continue to use a domain name that includes a Licensed Trademark shall be the registered user of such domain name during the term of the license of the Licensed Trademark (subject to such party's obligation to immediately assign such domain name to the other party upon the expiration or earlier termination of the term of such license). Notwithstanding the allocation of ownership of GroceryCo Domain Names and SnackCo Domain Names pursuant to Section 2.1, the parties agree to assign domain names to the respective Licensee as necessary to give effect to the terms hereof (subject to the Licensee's obligation at the end of the relevant license term to assign such domain names back to the party that owns such domain name in accordance with Section 2.1).

Section 2.7 Other Electronic Media.

The parties acknowledge and agree that a Licensee may reserve or register other electronic addresses (including with respect to social media) or similar or successor addresses in any form or media (whether now known or hereafter devised) that include a Licensed Trademark for use in connection with the SnackCo Business (in the case of SnackCo IPCo as Licensee) or GroceryCo Business (in the case of GroceryCo IPCo as Licensee), provided that the registration or reservation and use of such addresses is otherwise consistent with the terms and conditions of this Agreement, and subject to the Licensee's obligation at the end of the relevant license term to assign such address back to the party that owns such Licensed Trademark in accordance with Section 2.1 (or, if not reasonably practicable to so assign, then such address shall be deregistered or unreserved by such Licensee).

Section 2.8 Electronic Marketing with Respect to Territory.

For the avoidance of doubt, the parties acknowledge and agree that advertising, promotion and marketing by a party on the internet or through any other means, media, or channel (whether now known or hereafter devised) that by its nature may reach Persons located outside the territory that such party is permitted to use a Trademark or copyright hereunder, shall not be deemed to be in violation of this Agreement provided that such advertising, promotion and marketing are not specifically targeted to or intended to encourage the sale of any products in such territory.

Section 2.9 Manufacture.

For the avoidance of doubt, the parties acknowledge and agree that manufacture of product, packaging, or materials by or on behalf of a party in a country in which such party is not permitted to use a Trademark for such product hereunder for shipment to a country in which such party is permitted to use a Trademark for such product hereunder shall not be deemed to be in violation of this Agreement provided that such activity is not publicized by such party in such country and such product, packaging, and materials are not distributed or sold in a manner that is inconsistent with the terms and conditions of this Agreement.

Section 2.10 Third Party Contracts.

The parties acknowledge and agree that, as of the Distribution Date, a party or its Affiliate may be bound by a contract with a third party concerning the Trademarks and related intellectual property rights addressed herein. All rights granted hereunder shall be subject to such third-party contracts, and nothing in this Agreement shall require a party to be in breach of such a third-party contract. Notwithstanding the foregoing, the applicable party shall and shall cause its Affiliates, to the extent it may do so without being in breach of such third-party contract, to perform under and in connection with such third-party contracts, and to cause such third parties to perform, in a manner consistent with this Agreement and not renew or extend the term of such third-party contracts with respect to any such provisions that otherwise are in conflict with this Agreement. A party shall, upon becoming aware of any such provisions that so conflict with this Agreement, notify the other party and reasonably consult and cooperate with the other party in connection therewith. In addition, (i) the parties shall respect the other party's rights to the Trademarks and related intellectual property hereunder and shall use commercially reasonable efforts in good faith to refrain from taking actions that would reasonably be expected to materially and detrimentally impact the goodwill and reputation of the Trademarks and related intellectual property rights of the other party hereunder and (ii) except as otherwise expressly provided herein, neither party nor its Affiliates shall undertake any activity that it is aware would materially conflict with a contract or other commitment entered into as of the Distribution Date by the other party or its Affiliates with respect to products bearing Trademarks owned or licensed by such other party or its Affiliates.

Section 2.11 Exclusion of Canadian Trademarks.

GroceryCo Canada and SnackCo Canada are entering into the Canadian Transfer Agreement addressing, among other things, the parties' respective ownership rights with respect to Trademarks and related intellectual property rights owned by GroceryCo Canada and by SnackCo Canada and the ownership of Trademarks and related intellectual property rights by certain Affiliates of the parties that are domiciled in Canada. In the event of a conflict between the Canadian Transfer Agreement and this Agreement, the Canadian Transfer Agreement shall control. Notwithstanding any provision of this Agreement to the contrary, including the provisions of Sections 2.1(a) and 2.1(b) hereof, nothing in this Agreement shall effect, constitute or change the timing of (i) any transfer, assignment, conveyance or other disposition of, or any amendment, modification, supplement or other change of or to, any right, title, interest or benefit in any Asset owned or held by GroceryCo Canada, SnackCo Canada or any of their direct or indirect subsidiaries (including partnerships); (ii) any transfer, assumption, forgiveness or release of, or any amendment, modification, supplement or other change of or to, any Liabilities of GroceryCo Canada, SnackCo Canada or of any of their direct or indirect subsidiaries (including partnerships); or (iii) any grant or other creation of any license, leave, authority or other permission to or by GroceryCo Canada or to or by SnackCo Canada or any of their direct or indirect subsidiaries (including partnerships).

Section 2.12 Compliance with Law.

In the event that the Law of a particular jurisdiction includes additional requirements that are necessary to prevent a Licensed Trademark hereunder from becoming invalid or

unenforceable other than registration of a Licensed Trademark (e.g., trademark notices or marking requirements, if required by the Laws of a jurisdiction), then at the request of a party the other party shall reasonably cooperate to assist in implementing or otherwise reasonably satisfying such requirements, and the requesting party shall reimburse the other party for its reasonable costs and expenses incurred in connection therewith.

ARTICLE III

LICENSES

Section 3.1 License Grants by GroceryCo IPCo to SnackCo IPCo.

(a) Ten-Year License of Kraft GroceryCo Trademark to SnackCo IPCo. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo from the Distribution Date until the tenth anniversary of the Distribution Date an exclusive, fully-paid, royalty-free, and nontransferable (except as expressly permitted herein) license to use and display in the following jurisdictions the Kraft GroceryCo Trademark in the same relative size or smaller on the principle display panel as used on the Distribution Date on SnackCo Products in the following product categories existing on the Distribution Date on which the Kraft GroceryCo Trademark appears on such date in such jurisdictions and on any substantially similar SnackCo Products and flankers and product line extensions of such SnackCo Products developed by or on behalf of the SnackCo Business or any member of the SnackCo Group after the Distribution Date and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale of such SnackCo Products in such jurisdictions:

(i) cheese, including, without limitation, processed cheese, cream cheese, grated cheese, hard cheese and natural cheese in the Near East Countries, Australia and New Zealand, including the use of the GroceryCo mark “Singles” for processed cheese;

(ii) processed cheese in Mauritius, Mexico, Venezuela, Malaysia, Singapore and Philippines, including the use of the GroceryCo mark “Singles” for processed cheese;

(iii) mayonnaise in the European Union, Mexico, Venezuela, Australia and New Zealand;

(iv) salad dressing in the European Union, Australia and New Zealand;

(v) peanut butter in Australia and New Zealand;

(vi) ketchup in the European Union; and

(vii) macaroni and cheese products in Australia and New Zealand including the use of the GroceryCo Marks “Kraft Mac & Cheese” and “Kraft Easy Mac” for such products.

Notwithstanding the foregoing, if, subject to Section 3.7 of this Agreement and Section 4.6 of the Separation Agreement, any of the licenses granted in this Section 3.1(a) are assigned or otherwise transferred by the Licensee to a third party, the term of such license following such

assignment or other transfer shall be limited to the shorter of (A) the remaining term of the original ten-year license term or (B) two years from the date of such assignment or other transfer; provided that GroceryCo IPCo shall in good faith consider in its sole discretion any requests by SnackCo IPCo to extend the two year remaining term for up to one additional year.

(b) Two-Year License of Kraft GroceryCo Trademark to SnackCo IPCo. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo from the Distribution Date until the second anniversary of the Distribution Date, an exclusive, fully-paid, royalty-free and nontransferable license to use and display in the following jurisdictions the Kraft GroceryCo Trademark in the same relative size or smaller on the principle display panel as used on the Distribution Date on SnackCo Products in the following product categories existing on the Distribution Date on which the Kraft GroceryCo Trademark appears on such date in such jurisdictions, including such SnackCo Products that are sold in packaging sizes or flavors that are different from the packaging sizes or flavors used prior to the Distribution Date, and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale of such SnackCo Products in such jurisdictions:

(i) cheese, including, without limitation, cream cheese, processed cheese, grated cheese, hard cheese and natural cheese in the Asia Pacific Countries (excluding (x) for all types of cheese: Australia, Indonesia and New Zealand, (y) for processed and cream cheese: Japan and (z) for processed cheese: Malaysia, Singapore and the Philippines), the European Union, the CEE Countries (other than those countries which are member states of the European Union as at the Distribution Date), the MEA Countries (excluding Mauritius and the Near East Countries), the Central American Countries, the South American Countries (excluding Venezuela) and Mexico (excluding for processed cheese); for the avoidance of doubt, any license to processed cheese under this Section 3.1(b)(i) shall include the use of the GroceryCo Mark “Singles” for processed cheese;

(ii) mayonnaise in the CEEMA Countries (excluding those CEE Countries which are member states of the European Union as of the Distribution Date), the Asia Pacific Countries (excluding Australia and New Zealand), the Central American Countries, and the South American Countries (excluding Venezuela);

(iii) salad dressing in Costa Rica, Philippines, Malaysia, Singapore, and Hong Kong;

(iv) peanut butter in the Asia Pacific Countries (excluding Australia and New Zealand); and

(v) macaroni and cheese products in the United Kingdom, the Republic of Ireland, Colombia, Ecuador, Peru and Panama including the use of the GroceryCo Marks “Kraft Mac & Cheese” and “Kraft Easy Mac” for such products.

(c) Perpetual License of Certain GroceryCo Marks to SnackCo IPCo. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo as from the Distribution Date a perpetual, exclusive, fully-paid, royalty-free and nontransferable (except as expressly permitted herein) license to use and display in the following jurisdictions the

following GroceryCo Marks on SnackCo Products existing on the Distribution Date on which such GroceryCo Marks appear on such date in such jurisdictions (except as set forth in Section 3.1(c)(v) below) and on any substantially similar SnackCo Products and flankers and product line extensions of such SnackCo Products developed by or on behalf of the SnackCo Business or any member of the SnackCo Group after the Distribution Date and in connection with the production, manufacturing, marketing, advertising, promotion, distribution and sale of such SnackCo Products in such jurisdictions:

(i) “Miracel”/“Miracle Whip” in the European Union;

(ii) “Cheez Whiz” in Venezuela, Philippines, and Mexico;

(iii) “Calumet” in the Philippines;

(iv) “MiO” in Puerto Rico and Virgin Islands;

(v) “Kool-Aid” in the Caribbean Countries on any SnackCo Products for all beverages and beverage mixes or ingredients for beverages in any form, regardless of whether the SnackCo Product existed on the Distribution Date; and

(vi) “Jell-O” in Mexico.

(d) Ten-Year License of “Lunchables” to SnackCo IPCo. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo from the Distribution Date until the tenth anniversary of the Distribution Date an exclusive, fully-paid, royalty-free and nontransferable (except as expressly permitted herein) license to use and display in the United Kingdom and the Republic of Ireland the “Lunchables” GroceryCo Mark in the same relative size or smaller on the principle display panel as used on the Distribution Date on convenience meal SnackCo Products existing on the Distribution Date on which the “Lunchables” GroceryCo Mark appears in the United Kingdom and the Republic of Ireland in conjunction with the “Dairylea” SnackCo Mark on such date and on any substantially similar convenience meal SnackCo Products and flankers and product line extensions of such convenience meal SnackCo Products developed by or on behalf of the SnackCo Business or any member of the SnackCo Group after the Distribution Date and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale of such convenience meal SnackCo Products in such jurisdictions.

(e) Two-Year License of Certain GroceryCo Marks to SnackCo IPCo. Subject to the terms and conditions of this Agreement and except as otherwise provided in Section 3.1(e)(viii), GroceryCo IPCo hereby grants to SnackCo IPCo from the Distribution Date until the second anniversary of the Distribution Date an exclusive, fully-paid, royalty-free and nontransferable license to use and display in the following jurisdictions the following GroceryCo Marks in the same relative size or smaller on the principle display panel as used on the Distribution Date on SnackCo Products existing on the Distribution Date on which such GroceryCo Marks appear on such date in such jurisdictions, including such SnackCo Products that are sold in packaging sizes or flavors that are different from the packaging sizes or flavors used prior to the Distribution Date, and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale of such SnackCo Products in such jurisdictions:

(i) “Miracel”/“Miracle Whip” in the Asia Pacific Countries, Panama and the CEEMA Countries (excluding those CEE Countries which are member states of the European Union as of the Distribution Date);

(ii) “Kool-Aid” in the LA ex-Caribbean Countries and the Asia Pacific Countries;

(iii) “Cracker Barrel” in the United Kingdom and the Republic of Ireland;

(iv) “Bull’s-Eye” in Germany, the United Kingdom and Australia;

(v) “Crystal Light” in the Caribbean Countries (excluding Puerto Rico);

(vi) “Country Time” in the Caribbean Countries, Central American Countries and Asia Pacific Countries;

(vii) “Yuban” and “Sanka” in the Asia Pacific Countries (excluding Japan);

(viii) “Planters” for use on bar products in the United States (except that, notwithstanding the foregoing, with respect to “Planters” the foregoing license shall be non-exclusive and shall terminate on the first anniversary of the Distribution Date); and

(ix) “Jell-O” in Saudi Arabia (except that, notwithstanding the foregoing, with respect to “Jell-O” the foregoing license shall be non-exclusive and shall terminate on the first anniversary of the Distribution Date).

(f) Five-Year License of GroceryCo Mark “Crystal Light” to SnackCo IPCo in Puerto Rico. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo from the Distribution Date until the fifth anniversary of the Distribution Date an exclusive (subject, for clarity, to Section 2.10, including the third-party contracts set forth in Schedule L hereto), fully-paid, royalty-free and nontransferable license to use and display in Puerto Rico the GroceryCo Mark “Crystal Light” in the same relative size or smaller on the principle display panel as used on the Distribution Date on beverage SnackCo Products existing on the Distribution Date on which the “Crystal Light” GroceryCo Mark appears in Puerto Rico on such date and on any substantially similar beverage SnackCo Products and flankers and product line extensions of such beverage SnackCo Products developed by or on behalf of the SnackCo Business or any member of the SnackCo Group after the Distribution Date and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale of such beverage SnackCo Products in Puerto Rico. As of the second anniversary of this license, the GroceryCo Mark “Crystal Light” shall not be used in Puerto Rico for any SnackCo Products other than powdered beverages.

(g) Two-Year License of GroceryCo Marks Used for Ingredients to SnackCo IPCo. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo from the Distribution Date until the second anniversary of the Distribution Date a fully-paid, royalty-free and nontransferable license to use and display in the following jurisdictions the following GroceryCo Marks as an ingredient indicator in the same relative size or smaller on the principle display panel as used on the Distribution Date on the SnackCo Products existing on the Distribution Date on which such GroceryCo Marks appear as an ingredient indicator on such date in such jurisdictions, including such SnackCo Products that are sold in packaging sizes or flavors that are different from the packaging sizes or flavors used prior to the Distribution Date and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale of such SnackCo Products in such jurisdictions:

(i) “Kraft” peanut butter and “Kraft” cheese in the United States and Canada;

(ii) “Cheez Whiz” in the United States and Canada; and

(iii) “Planters” in the United States;

The licenses granted to SnackCo IPCo in this Section 3.1(g) shall be exclusive relative to third parties in the biscuits product category, provided that the license granted in Section 3.1(g)(i) with respect to the use of “Kraft” cheese shall be exclusive relative to third parties in the biscuits product category and the aerosol cheese category.

(h) Three-Year License of Kraft Hexagon Logo and Flavorburst Logo for Signature Lines in SnackCo Business to SnackCo IPCo. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo from the Distribution Date until the third anniversary of the Distribution Date a non-exclusive, fully-paid, royalty-free and nontransferable (except as expressly permitted herein) license to use and display the Kraft Hexagon Logo and/or the Flavorburst Logo, and any successor logo thereof adopted by GroceryCo, on the packaging of SnackCo Products sold anywhere in the world on which the Kraft Hexagon Logo and/or Flavorburst Logo appear on the signature line of such SnackCo Products on the Distribution Date. SnackCo Entities that use the Flavorburst Logo not only on the signature line of SnackCo Products but also on SnackCo Business related business equipment and materials shall cease such use by the third anniversary of the Distribution Date. Notwithstanding anything contained herein to the contrary, SnackCo IPCo agrees that “Kraft Foods” will be removed from all “Distributed by” and similar signature lines no later than three (3) years from the Distribution Date or such earlier date on which such removal may be required under local applicable regulations or other Laws. SnackCo IPCo shall be entitled to replace in its sole discretion the Kraft Hexagon Logo and/or the Flavorburst Logo that appear on SnackCo Products with any logo other than the Kraft Hexagon Logo or the Flavorburst Logo (or any logo identical or confusingly similar thereto) at any time within the three-years after the Distribution Date. Notwithstanding the foregoing, if, subject to Section 3.7 of this Agreement and Section 4.6 of the Separation Agreement, the license granted in this Section 3.1(h) is assigned or otherwise transferred by the Licensee to a third party, the term of such license following such assignment or other transfer shall be limited to the shorter of (A) the remaining term of the original three-year license term or (B) twelve (12) months from the date of such assignment or other transfer.

(i) Three-Year License of Kraft GroceryCo Trademark as an Umbrella Brand on SnackCo Products to SnackCo IPCo. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo from the Distribution Date until the third anniversary of the Distribution Date a non-exclusive, fully-paid, royalty-free and nontransferable (except as expressly permitted herein) license to use and display in all jurisdictions the Kraft GroceryCo Trademark as an umbrella brand in the same relative size or smaller on the principle display panel as used on the Distribution Date on the packaging of SnackCo Products (e.g. on processed cheese in Germany and Spain, or “Kraft Philadelphia” or “Kraft Vegemite” or “Kraft

Miracel Whip"). For the avoidance of doubt, when the Kraft GroceryCo Trademark is used in conjunction with a SnackCo Primary Brand or a GroceryCo Primary Brand, the Kraft GroceryCo Trademark is considered to be an umbrella brand (e.g. "Kraft Philadelphia" or "Kraft Vegemite" or "Kraft Miracel Whip" or "Kraft Sottilette"). SnackCo Entities' use of the Kraft GroceryCo Trademark shall appear in the same relative size or smaller than its use on each particular product on the Distribution Date.

(j) Two-Year License of Kraft GroceryCo Trademark for Company Names of SnackCo Entities.

(i) Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo the right to grant sublicenses to SnackCo Entities that are selling SnackCo Products or that are otherwise customer facing SnackCo Entities from the Distribution Date until the second anniversary of the Distribution Date a non-exclusive, fully-paid, royalty-free and nontransferable license to use and display the Kraft GroceryCo Trademark as a constituent component of their company names existing on the Distribution Date (e.g. "Kraft Foods Pakistan Limited") anywhere in the world in connection with the SnackCo Business and related business equipment and materials (e.g. letterheads, business cards, corporate websites, company signs etc.) that are reasonably required to operate the SnackCo Business; provided that, with respect to the SnackCo Entity Kraft Foods Venezuela, C.A., the term of the foregoing license shall be as set forth in Section 3.1(j)(iv). Notwithstanding the obligation to phase-out packaging, promotion or marketing materials pursuant to Section 3.5, for reasonable quantities of such business equipment and materials that display the SnackCo Entities' respective company names that include the Kraft GroceryCo Trademark as a constituent component and were already printed and existing on the second anniversary of the Distribution Date, GroceryCo IPCo hereby grants to the respective SnackCo Entities a period to use and display such materials until they are fully exhausted of up to twelve (12) months following the end of the two-year license period.

(ii) SnackCo IPCo agrees that each of the SnackCo Entities that uses the Kraft GroceryCo Trademark as a constituent component of its company name as at the Distribution Date and that sells SnackCo Products or otherwise is customer facing will remove the Kraft GroceryCo Trademark from its company name no later than two (2) years from the Distribution Date, unless the new company name that it intends to adopt as a replacement for its existing name that includes the Kraft GroceryCo Trademark as a constituent component is for any reason not available for use or is challenged by a third party in the jurisdiction in which it is organized. In such an event, SnackCo IPCo shall inform GroceryCo IPCo no later than thirty (30) days prior to the end of the two-year license period about such an instance, in which case the respective SnackCo Entity shall be entitled to continue to use the Kraft GroceryCo Trademark as a constituent component of its company name in connection with the SnackCo Business and related packaging, promotion or any other materials that are reasonably required to operate the SnackCo Business for an additional period of twelve (12) months following the end of the two-year license period. At the expiration of such additional period of twelve (12) months following the end of the two-year license period, all use of the Kraft GroceryCo Trademark as a constituent component of a company name by any SnackCo Entity that sells SnackCo Products or otherwise is customer facing and all use of any such related packaging, promotion or any other materials by such SnackCo Entity shall cease.

(iii) For the avoidance of doubt, the parties agree that SnackCo Entities that do not sell SnackCo Products or otherwise are not customer facing (e.g. dormant companies, holding companies, and intellectual property holding companies (other than Kraft Foods Global Brands LLC)) on the Distribution Date and have the Kraft GroceryCo Trademark as a constituent component in their company names anywhere in the world in connection with the SnackCo Business, including without limitation the SnackCo Entities set forth in Schedule N hereto, may retain such a company name for an indefinite period, unless such a SnackCo Entity becomes active in selling SnackCo Products or becomes otherwise customer facing in which case Section 3.1 (j)(i) and (ii) shall apply as from the date the SnackCo Entity commences selling of SnackCo Products or otherwise becomes customer facing. Without limitation to the foregoing, following the expiration dates set forth in this Section 3.1(j) and upon the reasonable request of GroceryCo IPCo, SnackCo IPCo shall reasonably cooperate with GroceryCo IPCo to remove the Kraft GroceryCo Trademark from or de-register the corporate name, d/b/a (doing business as) or the like of any member of the SnackCo Group specifically requested by GroceryCo if the existence of such name is blocking a GroceryCo Entity from incorporating, qualifying to do business, or otherwise adopting or using a company name that includes the Kraft GroceryCo Trademark; provided that such GroceryCo Entity has received a communication from the relevant government or regulatory authority that such name of such member of the SnackCo Group is blocking such name of such member of the GroceryCo Group.

(iv) The term of the license granted in Section 3.1(j)(i) with respect to the SnackCo Entity Kraft Foods Venezuela, C.A. shall be from the Distribution Date until (x) the third anniversary of the Distribution Date if GroceryCo IPCo provides notice to SnackCo IPCo within two (2) years of the Distribution Date that GroceryCo IPCo intends (through an Affiliate or other licensee) to enter the Venezuelan market (y) the fourth anniversary of the Distribution Date if GroceryCo IPCo does not provide notice to SnackCo IPCo pursuant to the foregoing (x) but provides notice to SnackCo IPCo within three (3) years from the Distribution Date that GroceryCo IPCo intends (through an Affiliate or other licensee) to enter the Venezuelan market, or (z) the fifth anniversary of the Distribution Date if neither of the foregoing (x) or (y) occurs.

(k) License Grant to GroceryCo Brand-Related Copyrights to SnackCo IPCo. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo as from the Distribution Date a non-exclusive, fully-paid, royalty-free and nontransferable (except as expressly permitted herein) license of the GroceryCo Brand-Related Copyrights to copy, publicly display, publicly perform, distribute and prepare derivative works based on any advertising, packaging and promotion materials (and derivatives thereof) that are the subject of the GroceryCo Brand-Related Copyrights and were used or exploited by the SnackCo Business prior to the Distribution Date in connection with the advertising, promotion, marketing or sale of SnackCo Products on which any of the GroceryCo Marks licensed to SnackCo IPCo in Sections 3.1(a)-(g), Section 3.1 (i) or Section 3.1(l) appear (the "Licensed GroceryCo Copyright-Protected Materials"). The term of the license of Licensed GroceryCo Copyright-Protected Materials shall be co-terminus with the license of the GroceryCo Marks used on the SnackCo Products to which the Licensed GroceryCo Copyright-Protected Materials relate and the license of Licensed GroceryCo Copyright-Protected Materials shall be exercisable in the same jurisdictions in which the related license of GroceryCo Marks is exercisable and shall be assignable by SnackCo IPCo to the same extent as the related license of GroceryCo Marks is assignable by SnackCo IPCo under this Agreement.

(l) License to Grant Sublicenses to Certain Third-Party Partners. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo, for the term lengths set forth below (which such term lengths, for clarity, shall each be subject to Section 2.10), a fully-paid, royalty-free, nontransferable (except as expressly permitted herein) license solely to grant sublicenses to the following Persons that are licensed to use the applicable GroceryCo Marks as of the Distribution Date:

(i) “Yuban” and “Sanka” coffee in Japan, with the right to sublicense to Ajinomoto General Foods, Inc., and for a license and sublicense term that commences on the Distribution Date and continues until, subject to Section 2.10, the date on which SnackCo IPCo and its Affiliates cease to own substantially the same or a greater percentage of Ajinomoto General Foods, Inc. as they own as of the Distribution Date;

(ii) “Kraft” cheese, including, without limitation, cream cheese, processed cheese, grated cheese, hard cheese and natural cheese, in Indonesia, with the right to sublicense to P.T. Kraft Ultrajaya Indonesia, and for a license and sublicense term that commences on the Distribution Date and continues until the longer of (A) the tenth anniversary of the Distribution Date or (B) subject to Section 2.10, the date on which SnackCo IPCo and its Affiliates cease to own substantially the same or a greater percentage of P.T. Kraft Ultrajaya Indonesia as they own as of the Distribution Date;

(iii) “Kraft” (including “Kraft Philadelphia”) cream cheese in Japan, with the right to sublicense to Morinaga Milk Industries Co., Ltd., and for a license and sublicense term that commences on the Distribution Date and is co-terminus with the license granted to Morinaga Milk Industries Co., Ltd.; and

(iv) “Kraft”, “Planters” and “Mr. Peanut” for the “Biscuit Category” (as defined in the technology and trademark license agreement for biscuits with Dong Suh Foods Corporation, dated December 1, 2009), in Korea, with the right to sublicense to Dong Suh Foods Corporation, and for a license and sublicense term that commences on the Distribution Date and continues until the longer of (A) the second anniversary of the Distribution Date or (B) subject to Section 2.10, the date on which SnackCo IPCo and its Affiliates cease to own substantially the same or a greater percentage of Dong Suh Foods Corporation as they own as of the Distribution Date.

For the avoidance of doubt, each license and sublicense term set forth in Section 3.1(l)(i), (ii) and (iv) above shall be subject to the provisions of the operative agreement between SnackCo IPCo (or one of its Affiliates) and the applicable sublicensee, and in the event of any inconsistent terms the provisions of such operative agreement shall control over this Section 3.1(l). Such sublicenses shall be of the same scope as the licenses of such GroceryCo Marks that have been granted under the existing license agreements with such Persons as of the Distribution Date. The license granted under this Section 3.1(l) shall be exclusive to the extent that any of the sublicenses described in the immediately preceding sentence are exclusive. The parties agree that, subject to the following sentence, P.T. Kraft Ultrajaya Indonesia is exempted from all obligations under this Agreement to change or eliminate the component “Kraft” in its company name “P.T. Kraft Ultrajaya Indonesia” during the lifetime of this joint venture except as otherwise contemplated in any agreements related to this joint venture that are in existence as of the Distribution Date. If any GroceryCo Entity has received a communication from the relevant government or regulatory authority that the name “P.T. Kraft Ultrajaya Indonesia” is blocking such GroceryCo Entity from incorporating, qualifying to do business, or otherwise adopting or using a company name that includes the Kraft GroceryCo Trademark, upon GroceryCo IPCo’s written request, SnackCo IPCo shall, subject to Section 2.10, consult with P.T. Kraft Ultrajaya Indonesia and request in good faith that P.T. Kraft Ultrajaya Indonesia reasonably cooperate with GroceryCo IPCo to remove the “Kraft” component in its company name, d/b/a (doing business as) or the like.

(m) Related Logos and Tag Lines. For clarity, and unless expressly provided otherwise herein, references to a specific GroceryCo Mark that is a Licensed Trademark under this Section 3.1 shall include the logos, Sub-Brands, Trade Dress, and tag lines (other than "Make Today Delicious" which is owned by SnackCo IPCo) owned by a GroceryCo Entity as of the Distribution Date and used in connection with such GroceryCo Mark in any product packaging immediately prior to the Distribution Date.

(n) License of Certain GroceryCo Domain Names. Subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby grants to SnackCo IPCo from the Distribution Date until the fifth anniversary of the Distribution Date a non-exclusive, fully-paid, royalty-free and nontransferable (except as expressly permitted herein) license to use the following GroceryCo Domain Names solely for the purpose of forwarding or rerouting e-mail sent to addresses of any member of the SnackCo Group that use such GroceryCo Domain Names (e.g., john.doe @kraftasia.com) as at the Distribution Date to replacement e-mail addresses of such SnackCo Group member:

(i) kraftasia.com;

(ii) krafteurope.com;

(iii) kraftintlhq.com; and

(iv) kraftla.com.

(o) Potential Two-Year License of GroceryCo Mark "MiO" to SnackCo IPCo in Mexico. Solely if and to the extent that GroceryCo obtains a Trademark registration in Mexico for the "MiO" GroceryCo Mark prior to the second anniversary of the Distribution Date, subject to the terms and conditions of this Agreement, GroceryCo IPCo hereby agrees to grant to SnackCo IPCo from the date such Trademark registration is obtained until the second anniversary of the Distribution Date an exclusive, fully-paid, royalty-free and nontransferable license to use and display in Mexico the GroceryCo Mark "MiO" on liquid concentrates and to enforce the MiO GroceryCo Mark against infringements as set forth in Section 3.12; provided, however, that the foregoing license in this Section 3.1(o) shall be exercised only in connection with products incorporating the technology as licensed under, and shall earlier terminate upon the lapse of the license grant to such technology as set forth in Section 5.1(d)(ii) of, the Master Ownership and License Agreement Regarding Patents, Trade Secrets and Related Intellectual Property, dated as of the Distribution Agreement, between SnackCo IPCo and GroceryCo IPCo, among other parties.

Section 3.2 License Grants by SnackCo IPCo to GroceryCo IPCo.

(a) Two-Year License of Certain SnackCo Marks to GroceryCo IPCo. Subject to the terms and conditions of this Agreement, SnackCo IPCo hereby grants to GroceryCo IPCo from the Distribution Date until the second anniversary of the Distribution date an exclusive, fully-paid, royalty-free and nontransferable license to use and display in the United States, Canada and the Caribbean Countries the following SnackCo Marks in the same relative size or smaller on the principle display panel as used on the Distribution Date on GroceryCo Products existing on the Distribution Date on which such SnackCo Marks appear on such date in such jurisdictions including such GroceryCo Products that are sold in packaging sizes or flavors that are different from the packaging sizes or flavors used prior to the Distribution Date, and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale thereof in such jurisdictions:

"Handi-Snacks" and "100 Calorie Banner Design."

(b) Two-Year and Five-Year Licenses of Certain SnackCo Marks to GroceryCo IPCo. Subject to the terms and conditions of this Agreement, SnackCo IPCo hereby grant to GroceryCo IPCo for the license terms set forth below a fully-paid, royalty-free (except as set forth below) and nontransferable license to use and display in the NA Countries and the Caribbean Countries the following SnackCo Marks in the same relative size or smaller on the

principle display panel as used on the Distribution Date in connection with the GroceryCo "Tassimo" business existing on the Distribution Date on which such SnackCo Marks appear on such date in the NA Countries and the Caribbean Countries including such "Tassimo" GroceryCo Products that are sold in packaging sizes or flavors that are different from the packaging sizes or flavors used prior to the Distribution Date, and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale thereof in the NA Countries and the Caribbean Countries:

(i) from the Distribution Date until the second anniversary of the Distribution Date the following European coffee and chocolate brands: "Café Hag," "Jacobs," "Kenco," "Mastro Lorenzo," "Milka" and "Suchard"; and

(ii) from the Distribution Date until the fifth anniversary of the Distribution Date the following European coffee and chocolate brands: "Carte Noire," "Cadbury" and "Cadbury Caramilk"; provided that the foregoing licenses to "Cadbury" and "Cadbury Caramilk" shall be limited to Canada.

that are used on products currently sold in connection with the "Tassimo" business conducted by the GroceryCo Business. GroceryCo Canada shall pay to SnackCo IPCo or one of its Affiliates (as designated by SnackCo IPCo) a royalty of two and a half percent (2.5%) of all net revenues of the GroceryCo Entities for sales in Canada of GroceryCo Products bearing the SnackCo Marks licensed under this Section 3.2(b). The licenses granted to GroceryCo IPCo in this Section 3.2(b) shall be exclusive in the product category: single serve hot beverages and on-demand brewing systems.

(c) Perpetual License of Certain SnackCo Marks to GroceryCo IPCo. Subject to the terms and conditions of this Agreement, SnackCo IPCo hereby grants to GroceryCo IPCo as from the Distribution Date a perpetual, exclusive (except in the case of the "Sensible Solutions" SnackCo Mark, which is licensed on a non-exclusive basis), fully-paid, royalty-free and nontransferable (except as expressly permitted herein) license to use and display in the following jurisdictions the following SnackCo Marks on GroceryCo Products existing on the Distribution Date on which such SnackCo Marks appear in the following jurisdictions on such date (except as set forth in Section 3.2(c)(iii) below) and on any substantially similar GroceryCo Products and flankers and product line extensions of such GroceryCo Products developed by or on behalf of the GroceryCo Business or any member of the GroceryCo Group after the Distribution Date and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale thereof in such jurisdictions:

(i) "Tang" in the NA Countries on any GroceryCo Products for all beverages and beverage mixes or ingredients for beverages in any form, regardless of whether the GroceryCo Product existed on the Distribution Date;

(ii) "Back to Nature" on shelf stable macaroni and cheese products in all jurisdictions;

(iii) "Sensible Solutions" in the United States, Canada, and Caribbean Countries; provided that GroceryCo IPCo complies in all respects with SnackCo's nutritional guidelines governing the use of "Sensible Solutions" and provides SnackCo IPCo prior written notice of any assignment or transfer of the foregoing license pursuant to Section 3.7.

(d) Ten-Year License of SnackCo Mark "Tassimo" to GroceryCo IPCo in the NA Countries and Caribbean Countries. The parties agree that SnackCo IPCo shall grant to GroceryCo IPCo from the Distribution Date until the tenth anniversary of the Distribution Date (or longer, if the Tassimo Systems Agreement is renewed) an exclusive, fully-paid, royalty-free and nontransferable (except as expressly permitted otherwise) license to use and display in the NA Countries and the Caribbean Countries the SnackCo Mark "Tassimo" on single serve hot beverages and on-demand brewing systems. The specific terms and conditions for the use of the SnackCo Mark "Tassimo" by GroceryCo IPCo shall be set forth in the Tassimo IP Agreement that shall exclusively govern such use of the SnackCo Mark "Tassimo" by GroceryCo IPCo.

(e) Two-Year License of SnackCo Marks Used for Ingredients to GroceryCo IPCo. Subject to the terms and conditions of this Agreement, SnackCo IPCo hereby grants to GroceryCo IPCo from the Distribution Date until the second anniversary of the Distribution Date a fully-paid, royalty-free, worldwide and nontransferable license to use and display the "Oreo," "Chips Ahoy!," "Honey Maid" and "Cadbury Caramilk" SnackCo Marks as an ingredient indicator on GroceryCo Products in the same relative size or smaller on the principle display panel as used on the Distribution Date on which such SnackCo Marks appear as an ingredient indicator on such date in such jurisdictions, including such GroceryCo Products that are sold in packaging sizes or flavors that are different from the packaging sizes or flavors used prior to the Distribution Date, and in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale of such GroceryCo Products in such jurisdictions. The licenses granted to GroceryCo IPCo in this Section 3.2(e) shall be exclusive to the following extent: (i) the license to the "Oreo" and "Chips Ahoy!" SnackCo Marks shall be exclusive only in the following product categories: pudding, coffee, meal kits and no-bake desserts; (ii) the license to the "Honey Maid" SnackCo Mark shall be exclusive only in the following product category: no-bake desserts; and (iii) the license to the "Cadbury Caramilk" SnackCo Mark shall be exclusive only in the following product category: hot beverages (other than Tassimo single serve hot beverages and on demand brewing systems as set forth in Section 3.2(b)(ii)). For the avoidance of doubt, the licenses granted under, and the exclusivity described in, this Section 3.2(e), shall be subject to Section 2.10.

(f) Two-Year License of "Oreo" for "Kraft Mac & Cheese" to GroceryCo IPCo. Subject to the terms and conditions of this Agreement, SnackCo IPCo hereby grants to GroceryCo IPCo from the Distribution Date until the second anniversary of the Distribution Date a non-exclusive, fully-paid, royalty-free, worldwide and nontransferable license to use and display the "Oreo" SnackCo Mark in the same relative size or smaller on the principle display panel as used on the Distribution Date on the "Oreo" shaped GroceryCo Product "Kraft Mac & Cheese" in connection with the production, manufacturing, advertising, promotion, marketing, distribution and sale thereof.

(g) License Grant to SnackCo Brand-Related Copyright-Protected Materials to GroceryCo IPCo. Subject to the terms and conditions of this Agreement, SnackCo IPCo hereby grants to GroceryCo IPCo as from the Distribution date a non-exclusive, fully-paid, royalty-free and nontransferable (except as expressly permitted herein) license of the SnackCo Brand-Related

Copyrights to copy, publicly display, publicly perform, distribute and prepare derivative works based on any advertising, packaging and promotion materials (and derivatives thereof) that are the subject of the SnackCo Brand-Related Copyrights and were used or exploited by the GroceryCo Business prior to the Distribution in connection with the advertising, promotion, marketing or sale of GroceryCo Products on which any of the SnackCo Marks licensed to GroceryCo in Sections 3.2(a), (b), (c) or (f) appear (the "Licensed SnackCo Copyright-Protected Materials"). The term of the license of Licensed SnackCo Copyright-Protected Materials shall be co-terminus with the license of the SnackCo Marks used on the GroceryCo Products to which the Licensed SnackCo Copyright-Protected Materials relate and the license of Licensed SnackCo Copyright-Protected Materials shall be exercisable in the same jurisdictions in which the related license of SnackCo Marks is exercisable and shall be assignable by GroceryCo IPCo to the same extent as the related license of SnackCo Marks is assignable by GroceryCo IPCo under this Agreement.

(h) Related Logos and Tag Lines. For clarity, and unless expressly provided otherwise herein, references to a specific SnackCo Mark that is a Licensed Trademark under this Section 3.2 shall include the logos, Sub-Brands, Trade Dress and tag lines (excluding "Make Today Delicious") owned by a SnackCo Entity as of the Distribution Date and used in connection with such SnackCo Mark in any product packaging immediately prior to the Distribution.

(i) Phase-Out for Make Today Delicious. Subject to the terms and conditions of this Agreement, SnackCo IPCo hereby grants to GroceryCo IPCo from the Distribution Date until the third anniversary of the Distribution Date a non-exclusive, fully-paid, royalty-free and non-transferable license to use and display the MAKE TODAY DELICIOUS tag line in those jurisdictions where this tag line is in use as at the Distribution Date.

Section 3.3 Extension of Scope of License Grant; Sub-Brands; Protection of Perpetually Licensed Trademarks.

(a) If a Perpetual Licensee desires to request that a perpetually Licensed Trademark be extended to a new product category to which the license of such Licensed Trademark does not then extend or if a Licensee, whose Licensed Trademark grant is for more than three (3) years, desires to adopt and use a Sub-Brand owned by GroceryCo IPCo or SnackCo IPCo, as the case may be, with respect to a Licensed Trademark with which such Sub-Brand is used by the Licensor, the Licensee may request that the Licensor extends such license to such new product category or permit the Licensee to adopt and use such Sub-Brand and that the Licensor files a Trademark application with respect to such new product category or new Sub-Brand in jurisdictions specified by the Licensee for which the Licensee would have rights hereunder, provided that the Licensor may grant or deny any such request in its sole discretion. The Licensor shall use reasonable efforts to respond to any such request within sixty (60) days. If the Licensee makes any such request to the Licensor, the Licensee, at its sole cost, shall first perform all appropriate Trademark clearance searches with respect to the new Sub-Brand or the use of such Licensed Trademark with such new product category or such Sub-Brand and provide Licensor with a complete copy of the results of and conclusions with respect to such searches at the time the Licensee makes any such request to extend a license to a new product category or to adopt and use a new Sub-Brand. If the Licensor grants such request, the Licensee shall reimburse

the Licensor for all filing fees and other reasonable costs and expenses incurred by the Licensor in connection with filing and prosecuting any new Trademark applications with respect to a new Sub-Brand or the extension of such Licensed Trademark to such new product category and defending any challenges to the new applications or registrations that are brought against the Licensor by a third party. After granting any such request, the Licensor may withdraw or abandon any such Trademark application only for good cause and only after prior consultation with the Licensee in good faith.

(b) A Perpetual Licensee shall be entitled to request the Licensor (i) to file new Trademark applications for new goods relating to the perpetually Licensed Trademark or any Sub-Brand associated with the perpetually Licensed Trademark that was previously adopted by the Licensor in jurisdictions in which such Licensor owns such Sub-Brand hereunder or (ii) to undertake other reasonable measures relating to the protection or defense of such Licensed Trademark or Sub-Brand if and when such Trademark applications and measures are reasonably necessary to achieve the Perpetual Licensee's business goals or to maintain or broaden the protection of such Licensed Trademark or Sub-Brand, in each case as permitted under this Agreement, and the Licensor shall reasonably cooperate with the Perpetual Licensee in connection with any such request. No such request to file any new Trademark application shall be made by the Perpetual Licensee unless the Perpetual Licensee, at its sole cost, shall have first performed all appropriate Trademark clearance searches with respect to the new Trademark applications requested to be filed and shall have provided the Licensor with a complete copy of the results of and conclusions with respect to such searches. The Licensor shall notify the Perpetual Licensee within sixty (60) days whether the Licensor approves the filing of the requested Trademark applications or take other measures requested by the Perpetual Licensee with respect to the protection or defense of such Licensed Trademark. Such approval shall only be denied, if the Licensor has received legal advice from a reputable outside law firm indicating that the filing of such Trademark application or the taking of such measures, if challenged by a third party, reasonably could be expected to result in litigation or opposition proceedings in which a decision adverse to the Licensor would be reached. Upon approval of the Perpetual Licensee's request, the Licensor shall promptly use commercially reasonable efforts to carry out any such requests provided that the Perpetual Licensee shall reimburse the Licensor for all reasonable costs and expenses associated with filing such Trademark applications (including any costs of prosecuting such Trademark applications and defending any challenges or claims of infringement brought by third parties as a result of filing such Trademark applications) or taking the measures that Licensee may request. Licensor shall prosecute such Trademark applications and defend any such challenges or claims of infringement brought by third parties as a result of filing such Trademark applications or, if and to the extent applicable to the Licensor, otherwise adopting the applicable new Trademark or Sub-Brand in accordance with the Perpetual Licensee's reasonable direction, and shall cooperate and consult with the Perpetual Licensee in connection therewith, subject to the Perpetual Licensee continuing to reimburse the Licensor for all reasonable costs and expenses incurred by the Licensor in connection therewith.

Section 3.4 Reversion. If a Licensee or its Affiliates cease the sale of products bearing a Licensed Trademark that is licensed under the

(i) ten-year license of the Kraft GroceryCo Trademark granted to SnackCo IPCo pursuant to Section 3.1(a);

(ii) perpetual license of certain GroceryCo Marks granted to SnackCo IPCo pursuant to Section 3.1(c);

(iii) ten-year license of the "Lunchables" GroceryCo Mark to SnackCo IPCo pursuant to Section 3.1(d);

(iv) five-year license of the "Carte Noire," "Cadbury" and "Cadbury Caramilk" SnackCo Marks granted to GroceryCo IPCo pursuant to Section 3.2(b)(ii); or

(v) perpetual license of certain SnackCo Marks granted to GroceryCo IPCo pursuant to Section 3.2(c);

in any jurisdiction to which the license of such Licensed Trademark extends, the license in such jurisdiction shall terminate and shall revert to the Licensor. Notwithstanding the foregoing, (x) the licenses referenced in Section 3.4(iv) above shall not terminate and revert to SnackCo IPCo unless GroceryCo IPCo or its Affiliates have ceased the sales of products bearing the applicable SnackCo Mark in both the United States and Canada and (y) the perpetual license for "Back to Nature" referenced in Section 3.4(v) above shall terminate and revert to SnackCo IPCo in all jurisdictions in its entirety if GroceryCo IPCo or its Affiliates have ceased the sales of products bearing such SnackCo Mark in the United States. If any of the foregoing events occur, the Licensee shall provide prompt written notice to the Licensor thereof and the license granted under this Agreement to such Licensed Trademark in such jurisdiction thereupon shall cease. A Licensee shall be deemed to have ceased the sale of products bearing a Licensed Trademark in a jurisdiction if such Licensee and its Affiliates has not sold products bearing such Licensed Trademark in such jurisdiction for a continuous period of twelve (12) months, unless such lack of sales is attributable to a force majeure event that is outside the reasonable control of the Licensee and its Affiliates. If a Licensor believes that a Licensed Trademark no longer is being used in connection with the sale of product by the Licensee and its Affiliates in a particular jurisdiction, the Licensor may provide written notice to the Licensee that, unless the Licensee provides to the Licensor within thirty (30) days after receipt of such notice reasonable substantiation that the Licensee or its Affiliates is continuing to sell, or is prevented by a force majeure event that is outside the reasonable control of the Licensee and its Affiliates from selling, products bearing such Licensed Trademark in the jurisdiction specified in the notice, the Licensee shall be deemed to have ceased all sales of products bearing such Licensed Trademark in such jurisdiction(s), and the license granted to the Licensee to use such Licensed Trademark in such jurisdiction shall terminate.

Section 3.5 Obligation to Phase-Out Use.

(a) Upon any termination or expiration of any license of a Licensed Trademark granted under Sections 3.1, 3.2 and 3.6, the Licensee agrees (i) to discontinue, and cause each of its Affiliates to discontinue, the production of packaging, promotion and marketing materials that display such Licensed Trademark and (ii) to cease all advertising, couponing and any other consumer-directed marketing or promotion activity making use of such Licensed Trademark. During the twelve (12) month period following any such termination or expiration of any such license of a Licensed Trademark, the Licensee shall have the right (i) to sell any finished goods bearing the Licensed Trademark held as inventory on the date of such termination or expiration and (ii) to produce products bearing such Licensed Trademark to the extent necessary to exhaust all packaging materials existing at the time of such termination or expiration and in connection therewith to use such packaging materials and sell such products as finished goods. Each party

agrees that it and its Affiliates will not produce or authorize the production of any products or packaging materials bearing a Licensed Trademark licensed to such party with an intent that such quantities be in excess of the quantity that reasonably would be expected to be sold prior to the termination or expiration of the license of such Licensed Trademark and such party shall have no rights under this Section 3.5 following the termination or expiration of the relevant license to sell any such product or use any such packaging materials in excess of such quantity. Except as contemplated above in this Section 3.5, all use of a Licensed Trademark by the Licensee shall cease upon the termination or expiration of the license of such Licensed Trademark. For the avoidance of doubt, the rights and obligations set forth in this Section 3.5 shall apply to the sublicensees of SnackCo IPCo set forth in Section 3.1(l), subject to Section 2.10.

(b) If the Licensee intends to transition the name of a product from a Licensed Trademark to a new trademark or brand name after the expiration or termination of the Trademark license, the Licensee shall be entitled to announce such transition of a product name prior to the expiration or termination of the Trademark license in advertising, marketing and sales materials. The Licensee may announce such transition of a product name on the product packaging and shall be permitted to reasonably reduce the prominence of the logos of the Licensed Trademarks as they appear on such packaging in furtherance of such transition, provided that no so labeled products are shipped to customers or distributors after the expiration or termination of the Trademark license (except during the twelve (12) month period provided for in Section 3.5(a)). The announcement of the transition of a product name in advertising, marketing, sales materials and product packaging shall be unobtrusive and shall not denigrate or tarnish the image and reputation of the Licensed Trademark or impair or aggravate a potential market entry by the Licensor after the expiration or termination of the Trademark license.

Section 3.6 License for Use in Connection with Recipe Ingredients, Consumer Websites and Social Media.

(a) Use of Trademarks in Ingredient Lists of Recipes. For a period of two (2) years from the Distribution Date, both parties may continue to use any Trademark owned by the other party for the limited purpose of identifying ingredients in a list of ingredients in recipes existing as at the Distribution Date. Upon expiration of this license period, both parties shall remove all use of logos, fanciful fonts, and other branding of the other party's Trademarks in all ingredient lists but may continue to use the other party's word Trademark alone in ingredient lists for its recipes.

(b) Use of Trademarks in Recipe Titles and Recipe Collections. For a period of two (2) years from the Distribution Date, both parties may continue to use the other party's Trademarks in the titles of recipes or recipe collections existing as at the Distribution Date. By way of example, GroceryCo IPCo may continue to use a recipe title such as "OREO Cheesecake" and SnackCo IPCo may continue to use "Velveeta Party Dip" for two years after the Distribution Date in any media, including packaging, other print, digital, etc. Upon expiration of this license period, all such use of the other party's Trademarks in the titles of recipes or recipe collections shall cease. From the Distribution Date, neither party nor its Affiliates shall create new recipes or recipe collections using the other party's Trademarks without first obtaining the prior written consent of the other party.

(c) Phase out of SnackCo Marks on Kraft Foods' Consumer Websites/Social Media Platforms. For a period of two (2) years from the Distribution Date, GroceryCo IPCo may continue its use of the SnackCo Marks existing on the Distribution Date, including any and all package shots, on its consumer-directed U.S. and Canadian web sites and social media platforms (e.g., kraftfoods.com, kraftcanada.com, YouTube, Facebook, etc.) including tagging in recipes and site content. GroceryCo IPCo's use of the SnackCo Marks for this two-year phase out period shall not expand or deviate in any material aspect from use of the SnackCo Mark on such sites existing as at the Distribution Date. Notwithstanding the foregoing, nothing in this Section 3.6 shall prevent GroceryCo IPCo from exercising its other license rights under this Agreement or shall prevent the parties from entering into a separate agreement to allow the advertising or integration of content on such sites.

Section 3.7 Assignment and Sublicensing.

Notwithstanding the restrictions as to license periods set out in Section 3.1(a), the licenses granted in Sections 3.1(a), (c), (d), (h) (to the extent permitted by applicable Law), (i) and (l), and Section 3.1(k) as it relates to Sections 3.1(a), (c), (d), (h), (i) and (l) and Section 3.2(c), and Section 3.2(g) as it relates to Sections 3.2(c), may be assigned or otherwise transferred by SnackCo IPCo and GroceryCo IPCo as Licensee, as applicable, in connection with the sale of all or substantially all of the assets or business of such party or such party's Affiliates or upon a change of control of such party or such party's Affiliates (whether by merger, stock purchase or otherwise, which shall be deemed an assignment or other transfer for purposes of this Section 3.7 and Section 3.8) or the sale of a product line (in one or more geographies) and related brand rights, subject to compliance with Section 3.8 of this Agreement and Section 4.6 of the Separation Agreement, to the extent applicable. The licenses granted in Sections 3.1(b), (e), (f) and(g) and Section 3.1(k) as it relates to Sections 3.1(b), (e), (f) and (g), and Sections 3.2(a), (b), (e) and (f) and Section 3.2(g) as it relates to Sections 3.2(a), (b), (e) and (f) shall not be assigned or otherwise transferred by SnackCo IPCo or GroceryCo IPCo as Licensee, as applicable, without the prior written consent of the other party, which consent may be withheld or delayed for any reason or no reason at all. The licenses granted in Section 3.1, 3.2 and 3.6 hereof may be sublicensed by SnackCo IPCo and GroceryCo IPCo, respectively, to their Affiliates and to any joint venture in which SnackCo IPCo or GroceryCo IPCo or an Affiliate thereof, as applicable, holds not less than a fifty percent (50%) interest, and, in the case of perpetual licenses (other than with respect to the license for "Back to Nature" granted pursuant to Section 3.2(c)(ii)), to third parties without consent of the other party and, in the cases of licenses other than perpetual licenses, to third parties with the prior written consent of the other party (except as otherwise provided below in this Section 3.7). Any such sublicense of licenses that are not perpetual licenses to a joint venture in which SnackCo IPCo or GroceryCo IPCo or an Affiliate, as applicable, holds less than a fifty percent (50%) interest shall require the Licensor's prior written consent which shall not be unreasonably withheld or delayed. In the case of licenses that are not perpetual, the licenses granted in Section 3.1, 3.2 and 3.6 hereof may be sublicensed by SnackCo IPCo and GroceryCo IPCo to third parties without the consent of the other party in connection with the operation of the business of the Licensee and its Affiliates in the ordinary course of business, but not for the independent use of such third parties (i.e., solely as reasonably necessary for Licensee and its Affiliates to manufacture, market, and sell products, such as sublicenses for purposes of contract manufacturing but not to permit such manufacturer to distribute and sell to third parties such products). In all cases of an assignment (or other transfer) or grant of a sublicense under this

Section 3.7 (including sublicenses existing on the Distribution Date, subject to Section 2.10), the Licensee shall ensure that the assignee or sublicensee complies with all terms and conditions of this Agreement with respect to the applicable Licensed Trademark(s), including, to the extent applicable, Section 3.8. For the avoidance of doubt, this Section 3.7 shall not apply to any assignment (or other transfer) pursuant to a third party agreement signed prior to the Distribution Date.

Section 3.8 Quality Standards and Control.

(a) The parties acknowledge that the Trademarks licensed hereunder have established valuable goodwill and that it is important to the parties that this valuable goodwill and reputation be preserved. Accordingly, the parties agree that the products with which the Licensed Trademarks are used by a party or its Affiliates, as Licensee, shall for the term of the respective Trademark license meet quality standards that are substantially equivalent to or higher than those standards maintained by Kraft Foods Inc. and its Subsidiaries immediately prior to the Distribution Date. Each party covenants and agrees that all of its and its Affiliates' activities in connection with such Trademarks licensed to it by the other party will be conducted in conformity with all applicable Laws. In case a Licensed Trademark is used as an ingredient indicator on the packaging of a certain product, the Licensee shall purchase the indicated ingredient(s) from the Licensor or one of its Affiliates, or from a company designated and approved by the Licensor or one of its Affiliates.

(b) If SnackCo IPCo assigns or otherwise transfers or sublicenses under Section 3.1(a), (c) (solely with respect to "Miracel"/"Miracle Whip" or "Cheez Whiz"), (d) (with respect to "Lunchables"), or (i) to a third party any rights, the parties agree that the quality control guidelines set forth in Schedule G, as may be amended in accordance with this Section 3.8(b), will thereafter be applicable to such sublicensee or assignee and no assignment or sublicensing of any such rights by SnackCo IPCo shall be effective unless the assignee or sublicensee expressly agrees to adhere to the applicable quality control guidelines set forth in Schedule G, as may be amended in accordance with this Section 3.8(b), with respect to use of the relevant Licensed Trademarks. All use of the "Back to Nature" SnackCo Marks by GroceryCo IPCo shall be subject to GroceryCo IPCo's compliance with the quality control guidelines applicable to such use set forth in Schedule J, as may be amended in accordance with this Section 3.8(b). A Licensor shall only provide amended quality control guidelines under this Section 3.8(b) that also are generally applicable to the Licensor and its Affiliates or their other licensees, and such amended guidelines shall not require the Licensee or its Affiliates, sublicensees or assigns to make substantial modifications to facilities or capital expenditures except to the extent required by applicable Law and shall not conflict with the express provisions of this Agreement.

(c) Each party reserves all rights of reasonable review and inspection which are necessary to monitor and confirm compliance with Sections 3.8(a) and, as applicable, 3.8(b) with respect to the Licensed Trademarks it is licensing to the other party hereunder. In addition, upon reasonable written request by the Licensor from time to time, the Licensee shall furnish to the Licensor, for its inspection, samples of products or materials that bear or are used in connection with the Licensed Trademarks and other information relating to the scope of usage of Licensed Trademarks by the Licensee thereof, including information regarding the jurisdictions in which the Licensed Trademark is then being used by the Licensee and a description of how the Licensed Trademarks are being used. The Licensor shall have the right to direct such other party

to immediately cease any particular use of such Licensed Trademark that Licensor reasonably determines is inconsistent with the rights granted to Licensee hereunder and that has or reasonably could be expected to have a material and detrimental effect on the value, reputation or goodwill of such Licensed Trademark, or that would otherwise denigrate in any material respect the image and reputation of the Licensor, and such other party shall comply with such directions reasonably given by the Licensor in accordance with the foregoing.

(d) Form of Use of Licensed Trademarks.

(i) Prior to a Licensee changing in any material respect the font, color or label look of a Licensed Trademark (other than Trademarks that are licensed on a perpetual basis and, to the extent permitted under Sections 2.1(a)(iv) and 2.1(b)(iv), Sub-Brands and Trade Dress) that appears in the principal display panel of a product sold by the Licensee or its Affiliates, the Licensee shall obtain the prior written approval of the Licensor and such approval shall not be unreasonably withheld or delayed. In order to enable the Licensor to review whether such change intended by the Licensee of the font, color or label look of a Licensed Trademark constitutes a material deviation from the materials used by Kraft Foods Inc. and its Subsidiaries prior to the Distribution Date, the Licensee shall submit at least twenty (20) Business Days in advance of the proposed date of such use to the Licensor representative samples of advertising, promotional or marketing materials or collateral materials depicting the intended modification(s) of the Licensed Trademark for the Licensor's written approval. For the avoidance of doubt, the Licensor may deny such approval in particular, if such intended change of the font, color or label look of a Licensed Trademark could jeopardize the recognition that the Licensed Trademark was used in the registered form. The Licensee shall not submit requests for changes of the Kraft GroceryCo Trademark or the "Back to Nature" SnackCo Mark.

(ii) All usages of the Kraft GroceryCo Trademark shall comply with the usage guidelines therefor attached as Schedule I as such usage guidelines are hereafter amended by GroceryCo IPCo in its discretion upon reasonable advance written notice to SnackCo IPCo and all usages of the "Back to Nature" SnackCo Mark shall comply with the Trademark usage guidelines therefor attached as Schedule J as such usage guidelines are hereafter amended by SnackCo IPCo in its discretion upon reasonable advance written notice to GroceryCo IPCo; provided that such amended usage guidelines are generally applicable to the Licensor and its Affiliates and their other licensees and do not conflict with the express provisions of this Agreement. Except for Licensed Trademarks that a Licensee uses under a perpetual license, wherever the Licensee's name or logo appears on the packaging (and, where reasonably practicable on promotional or advertising materials), a legend substantially in the form of the following legend as reference to the Trademark license shall be made following any assignment of any license granted hereunder pursuant to Section 3.7 or within a reasonable time after the Licensor may request the Licensee to do so:

"……" (insert the Licensed Trademark) is used under license from the registered trademark owner, "……." (insert trademark owner, city, state and country)

(iii) In the event that the Licensor of a Licensed Trademark that is licensed to a Licensee hereunder intends to redesign, modify or otherwise alter the design of a Licensed Trademark, the Licensor shall reasonably promptly inform the Licensee in writing of the design change intended for the Licensed Trademark and whether the redesigned, modified or altered design has been or will be registered as a trademark in the jurisdiction(s) of the Licensee. Except for any redesign, modification or other alteration of the "Back to Nature" SnackCo logo, the Licensee shall have the option to adopt the new design of the Licensed Trademark by providing written notice to the Licensor thereof within sixty (60) days following receipt of the Licensor's information letter. Adoption of the new design of the Licensed Trademark shall not prevent the Licensee from fully exhausting all packaging and promotion materials bearing the unchanged Licensed Trademark. If the Licensee opts for the new design of the Licensed Trademark, such new design shall be deemed to be a Licensed Trademark hereunder as of the date of the Licensee's first use of such new design and subject to the same terms and conditions herein as are applicable to the initial Licensed Trademark that has been redesigned, modified or altered thereby. The Licensor shall inform the Licensee in writing in the event that the "Back to Nature" SnackCo logo generally is being redesigned, modified or otherwise altered by or under authorization from the Licensor, and the Licensee shall adopt the new design of the "Back to Nature" SnackCo logo following receipt of such information letter and after having exhausted all then-existing quantities of packaging and promotion materials bearing the initial "Back to Nature" SnackCo logo.

Section 3.9 Registered User Filings and Evidence of Trademark Use.

To the extent a Licensee is requested by a Licensor to do so, such Licensee shall reasonably assist the Licensor, at the Licensor's cost and upon its reasonable request, in complying with any formalities to properly maintain and protect the Licensor's Licensed Trademark under applicable Law, including, but not limited to, executing applications for recordation of the Licensee as a registered user with the appropriate authorities (e.g. by executing a short-form trademark license consistent with this Agreement for recordal purposes) and any and all other instruments and documents as may be reasonably necessary or advisable to properly maintain and protect the interests of the Licensor in the Licensed Trademarks owned by the Licensor. For the duration of the respective Trademark license and a period of at least five (5) years thereafter, the Licensee shall keep proper records and shall preserve suitable evidence that the Licensed Trademark has been used. At any time up to five years following the termination or expiration of any Trademark license, on the Licensor's request, the Licensee shall provide the Licensor promptly and in any event within fifteen (15) Business Days with documentary evidence (e.g. invoices, brochures, packaging, advertising or promotion materials related to the Licensed Trademark) that evidences proper use of the Licensed Trademark for a period of no less than five (5) years preceding the Licensor's request.

Section 3.10 Goodwill Arising from Use of Marks.

Any and all goodwill arising from any Licensee's or its Affiliates' use of Trademarks licensed by the Licensor shall inure solely to the benefit of the Licensor and neither during the term of the respective Trademark licenses nor after their termination or expiration shall either party assert any claim to the Licensor's Trademarks or such goodwill relating thereto as a result

of the use of such Trademarks pursuant to the license granted to the Licensee hereunder. Each party agrees that all goodwill in the Licensor's Trademarks licensed to the Licensee hereunder that may be held by Licensee notwithstanding the foregoing is hereby assigned by the Licensee and its Affiliates to the Licensor, without the need for any further action by any person.

Section 3.11 No Inconsistent Action.

Subject to Section 2.3, neither the Licensee nor any of its Affiliates shall knowingly or intentionally: (a) take, maintain or direct any action that is inconsistent with the Licensor's ownership of the Licensed Trademarks; (b) assert any claim of right in or ownership of the Licensor's Licensed Trademarks or challenge the Licensor's right, title, interest in, or ownership of, its Licensed Trademarks or its registrations therefor; (c) apply for, or cause any other entity to apply for, the registration of any logo, symbol, trademark, service mark, company or corporate name, product name, domain name or a new social media account or address that does not exist as of the Distribution Date (e.g., a new Facebook or Twitter address) other than for licenses for a term of not less than ten (10) years hereunder and then in a manner that does not include the territory reserved to the Licensor in such addresses and otherwise is consistent with the territorial restrictions in this Agreement, or commercial slogan which (i) consists in whole or in part of the Licensor's Licensed Trademarks that have been registered in such jurisdiction or (ii) is confusingly similar to the Licensor's Licensed Trademarks that have been registered in such jurisdiction; or (d) take any action that would diminish or dilute the value, reputation or goodwill of the Licensor's Licensed Trademarks or that would otherwise denigrate the image and reputation of the Licensor, tarnish the Licensor's Licensed Trademarks or harm the Licensor's goodwill in its Licensed Trademarks. Neither party shall take any action with an intent to diminish the value, reputation or goodwill of or that would otherwise denigrate the image and reputation of the Split-Ownership Brands, in each case in a manner that would result in a materially adverse effect on the value, ownership, or use of such Split-Ownership Brand by or to the other party in those jurisdictions in which such other party owns the Trademarks relating to such Split-Ownership Brand. For avoidance of doubt, to the extent that an exclusive license granted by a party hereunder as provided herein does not permit such party to use a Trademark for a particular purpose, such party shall not use a Trademark that is confusingly similar thereto for such purpose.

Section 3.12 Enforcement.

(a) Each Licensee will promptly notify the Licensor of any apparent infringement of, or challenge to, any Licensed Trademark licensed to the Licensee or any unfair competition, passing off, dilution or impairment or unauthorized trademark application or registration with respect thereto that comes to the attention of the Licensee. Each Licensor will promptly notify the Licensee of any apparent infringement of, or any claim by any person to any rights in, the Licensed Trademarks licensed by the Licensor that may affect the Licensee's use of such Licensed Trademarks under this Agreement.

(b) Except as otherwise provided in this Section 3.12, the Licensor will at all times have the right, in its sole discretion, to take whatever steps it deems necessary or desirable to protect any Licensed Trademarks (other than Exclusively Licensed Trademarks that are licensed on a perpetual basis) from all harmful or wrongful activities of third parties. Such steps may

include, but are not limited to, the filing and prosecution of: (i) litigation against infringement or unfair competition or passing off by third parties, (ii) opposition proceedings against applications for trademark or service mark registration for trademarks that are confusingly similar to any one or more of the Licensed Trademarks, (iii) cancellation proceedings against registration of trademarks that are confusingly similar to any one or more of the Licensed Trademarks and (iv) other appropriate administrative actions. The Licensee shall cooperate with the Licensor, at the Licensor's reasonable request, in any such actions. Except as set otherwise forth in this Agreement, the Licensor shall be responsible for the Licensee's reasonable costs and expenses incurred in such cooperation.

(c) Licensed Trademarks That Are Not Licensed Perpetually. In the case of an actual or alleged infringement of, or passing off, or unfair competition with respect to, any of the Exclusively Licensed Trademarks (other than an Exclusively Licensed Trademark that is licensed on a perpetual basis) by a third party within the scope of any exclusive license granted to the Licensee under this Agreement, the Licensor shall have the initial right, at its sole discretion, to bring any infringement, passing off and unfair competition litigation or proceeding. The Licensee shall have the right to participate at its own expense, including through counsel selected by the Licensee, in any such litigation or proceeding instituted by the Licensor, and the Licensor shall reasonably consult with the Licensee in connection therewith. Any monetary damages recovered in any such litigation or proceeding or through settlement shall be applied, first, in reimbursement of all expenses incurred by the Licensor in connection with bringing such litigation or proceeding and the remaining amount after reimbursement of such expenses shall be allocated as follows: (i) 25% of such amount shall be paid to Licensor and (ii) 75% of such amount shall be paid to the Licensee.

(d) If the Licensor has not (i) notified the Licensee within thirty 30 days following receipt of the Licensee's notification pursuant to Section 3.12(a) that the Licensor will commence any such litigation or proceeding against an actual or alleged infringement of, or passing off, or unfair competition with respect to, any Exclusively Licensed Trademark (other than an Exclusively Licensed Trademark that is licensed on a perpetual basis) within the scope of the exclusive license granted to the Licensee and (ii) commenced such action reasonably promptly thereafter, the Licensee may commence and prosecute the litigation or proceeding against the third party at its own expense. The Licensor shall cooperate with the Licensee, at the Licensee's reasonable request, in any such actions, and the Licensee shall be responsible for the Licensor's reasonable expenses incurred in such cooperation. The Licensor shall have the right to participate at its own expense, including through counsel selected by the Licensor, in any such litigation or proceeding instituted by the Licensee. The Licensor agrees that any such action brought by the Licensee may be brought in the name of the Licensor if necessary for the Licensee to maintain the action. The Licensor shall promptly sign and execute all reasonably required documents to enable the Licensee to prosecute the litigation or proceeding in the name of the Licensor. Any monetary damages recovered in any such litigation or proceeding or through settlement shall be paid entirely to the Licensee.

(e) Perpetually Licensed Trademarks. Notwithstanding any provision contained herein to the contrary, in the case of any Exclusively Licensed Trademark that is exclusively licensed hereunder on a perpetual basis, the Perpetual Licensee will be solely responsible, in its sole discretion and at its own expense, for protecting such Exclusively Licensed Trademark

within the scope of the exclusive rights granted under this Agreement in the jurisdictions in which such exclusive rights have been granted, by whatever lawful means may be necessary or appropriate, including by suit in the event that such Exclusively Licensed Trademarks are infringed, diluted, or subject to unfair competition, passing off or are challenged through opposition or other proceedings. The Perpetual Licensee may sue in the name of the Licensor if necessary to maintain standing to bring any litigation in connection with any actual or alleged infringement, unfair competition, passing off, or dilution of, or with respect to any such Exclusively Licensed Trademarks and the Licensor shall cooperate with the Perpetual Licensee in connection with any such litigation. The Licensor shall have the right to participate at its own expense, including by counsel selected by the Licensor, in any such litigation or proceeding instituted by the Licensee. The Licensor shall promptly sign and execute all reasonably required documents to enable the Perpetual Licensee to prosecute the litigation or proceeding in the name of the Licensor. Any monetary damages recovered in any such litigation or proceeding or through settlement shall be paid entirely to the Perpetual Licensee. The Perpetual Licensee shall be entitled to enter into any agreement, consent order or other resolution that relates solely to Exclusively Licensed Trademarks that are perpetually licensed to such Perpetual Licensee in a certain jurisdiction. Neither the Licensor nor the Licensee shall, however, enter into any agreement, consent order or other resolution of any claim by a third party that would materially adversely affect the other party's rights under this Agreement with respect to a Licensed Trademark that is perpetually licensed without having obtained the respective other party's written approval, which shall not be unreasonably withheld or delayed.

(f) Except as otherwise provided in Section 3.12(e), the Licensor shall at all times have the right, but not the obligation, to take whatever steps it deems necessary or desirable to defend all claims that the use of the Licensed Trademarks infringe, dilute, or constitute unfair competition or passing off with respect to the rights of a third party. The Licensee shall have the right to participate in such defense at its own expense to protect its rights under this Agreement relating to the Licensed Trademarks. Except as otherwise provided in Section 3.12(e), if the Licensee is named as a party to such a claim and the Licensor is not so named, the Licensor shall have the right to defend such action at its own expense, subject to the Licensee's right to participate in such defense at its own expense. Each party shall cooperate, at the other party's reasonable request, in such defense, and the other party shall be responsible for the cooperating party's reasonable expenses incurred in such cooperation.

(g) Except as otherwise provided in Section 3.12(e), the Licensee shall not enter into any agreement, consent order or other resolution of a claim by or against a third party that affects the Licensed Trademarks without the Licensor's prior written approval. To the extent the Licensor's failure to approve such agreement, consent order or other resolution would result in a materially adverse effect on Licensee's use of the Licensed Trademarks that are the subject thereof, Licensor's approval shall not be unreasonably withheld or delayed. The Licensor shall not enter into any agreement, consent order or other resolution of any claim by a third party that would materially adversely affect the Licensee's rights under this Agreement with respect to a Licensed Trademark that is not perpetually licensed without the Licensee's prior written approval, which approval shall not be unreasonably withheld or delayed.

Section 3.13 Maintenance of Licensed Trademarks and Monitoring Obligations.

(a) The Licensor agrees to use commercially reasonable efforts, consistent with its general practices with respect to its own valuable Trademarks that it uses to maintain and renew all registrations of the Licensed Trademarks that are subject to exclusive licenses granted by the Licensor hereunder as long as they remain in use by the Licensee. All expenses associated with maintaining and renewing the registrations of Licensed Trademarks that are not licensed hereunder on a perpetual basis or for a term of ten (10) years hereunder shall be borne by the Licensor. The Licensee shall reimburse the Licensor for all expenses associated with maintaining and renewing the registrations of Licensed Trademarks that are licensed (whether in whole or in part) to the Licensee hereunder on a perpetual basis or for a term of ten (10) years promptly upon receipt of a written request by the Licensor for reimbursement of such expenses that is accompanied by appropriate substantiation. The Licensee shall be responsible for monitoring the trademark applications and registrations of third parties potentially conflicting with any GroceryCo Primary Brand or SnackCo Primary Brand, as the case may be, licensed to it hereunder on a perpetual basis or for a term of ten (10) years hereunder, including paying the cost of any watch service engaged to monitor the trademark applications and registrations of third parties potentially conflicting with such GroceryCo Primary Brands or SnackCo Primary Brands, as the case may be, in any jurisdiction in which the Licensee has been granted a perpetual license or a license for a term of ten (10) years. The Licensee shall have the right to approve counsel engaged by the Licensor to maintain and prosecute Licensed Trademarks that are licensed on a perpetual basis or for a term of ten (10) years, which approval shall not be unreasonably withheld or delayed, and, in the case of Licensed Trademarks that are licensed on a perpetual basis, such counsel engaged by the Licensor shall act at the reasonable direction of the Licensee.

(b) In the event that a Trademark for a particular jurisdiction in which a party has been granted ownership rights herein requires registration of such Trademark in a jurisdiction in which the other party has ownership rights hereunder in order to register or enforce such Trademark (e.g., Guadeloupe is covered by a French or European Community registration), the latter party shall cooperate with the former to provide such former party with rights to the fullest extent contemplated by this Agreement, and the expenses of such latter party in connection therewith shall be borne by the former party. Such cooperation may include filing and prosecuting trademark applications in the former party's jurisdiction based on the latter party's registration or application, the latter party assigning any rights or trademark applications or registrations limited to the former party's Trademark in the former party's jurisdiction to the former party if permissible, or granting the former party a fully-paid, royalty-free, exclusive, sublicenseable, and transferable license to the former party's Trademark in the former party's jurisdiction (which the latter party hereby grants, if applicable), and any other reasonably practicable steps to provide the former party the equivalent of ownership hereunder with respect to the former party's applicable Trademark and jurisdiction.

Section 3.14 Responsibility for Proceedings and Litigation Pending on the Distribution Date; Assumption of Control of Prosecution of Assigned Trademark Applications.

Subject to Section 7.3 of the Separation Agreement, if a party to which a Trademark is being assigned hereunder cannot be promptly substituted as the party in interest in any proceedings or litigation pending on the Distribution Date relating to such Trademark, the party that owned such Trademark prior to the Distribution Date and is currently conducting such proceedings

or litigation shall continue to be a party to such proceedings or litigation until the new owner of the Trademark is substituted in such proceedings or litigation, but shall follow instructions of the new owner of the Trademark with respect to the conduct of such proceedings or litigation at the cost of such new owner of the Trademark. The parties shall reasonably cooperate by executing and filing such powers of attorney and other documents as may be necessary or appropriate for GroceryCo IPCo to assume direct control and responsibility for the prosecution of all pending Trademark applications included in the GroceryCo Marks that are currently being prosecuted by a SnackCo Entity and for SnackCo IPCo to assume direct control and responsibility for the prosecution of all pending Trademark applications included in the SnackCo Marks that are currently being prosecuted by a GroceryCo Entity.

Section 3.15 Changes Affecting the European Union.

Following the admission into the European Union of any new member states after the Distribution Date, the parties agree to negotiate in good faith the geographical scope of any licenses granted under Section 3.1 that include the European Union. If following the Distribution the European Union is dissolved or otherwise ceases to exist, the parties agree to negotiate in good faith the geographical scope within the former European Union of any licenses granted under Section 3.1 that include the European Union, taking into consideration the countries in the former member states of the European Union in which the applicable GroceryCo Mark is being used and actively marketed on SnackCo Products as of the date of such dissolution (which such countries as at the Distribution Date are set forth in Schedule F hereto).

Section 3.16 Changes Affecting the List of Countries in Schedule A.

If following the Distribution for any reason whatsoever, the list of countries set forth in Schedule A becomes incorrect or if the allocation of certain countries to a certain group of countries in Schedule A is modified or if new countries are established or if two or more countries merge or extent the territory of trademark protection into the territory of another country, the parties shall negotiate in good faith the impact of such an event, if any, and the geographical scope of Trademark licenses affected by such an event.

Section 3.17 Permissible Fair Use.

For purposes of clarity nothing in this Agreement shall preclude any uses of a Trademark or, subject to Section 2.3, any application or registration that otherwise would constitute permissible fair use or not violate the other party's rights if a third party were to make such use.

ARTICLE IV

DIVERSION

Section 4.1 Diversion.

(a) GroceryCo IPCo and its Affiliates will not, and will not authorize or encourage any distributor or customer (collectively "Customers") to:

(i) sell products that are branded with a Split-Ownership Brand in any jurisdiction in which the other party owns such Split-Ownership Brand; or

(ii) sell products that are branded with a Licensed Trademark in any jurisdiction to which the license granted by SnackCo IPCo to GroceryCo IPCo does not extend.

GroceryCo IPCo and its Affiliates will each use commercially reasonable efforts to notify their Customers in the NA Countries, Mexico, and the Caribbean Countries, through a letter substantially in the form of the No-Diversion Letter, that any such sale by them of such products would infringe the Trademark rights and other rights and obligations of SnackCo IPCo and/or its Affiliates. Neither GroceryCo IPCo nor any of its Affiliates will sell any products that are branded with such Split-Ownership Brand or a Licensed Trademark, or sell such products to a Customer knowing (or where it ought reasonably to have known) that that Customer intends to sell such products, in a jurisdiction in which GroceryCo IPCo or its Affiliates are not entitled to sell such products.

(b) SnackCo IPCo and its Affiliates will not, and will not authorize or encourage any Customer to:

(i) sell products that are branded with a Split-Ownership Brand in any jurisdiction in which the other party owns such Split-Ownership Brand; or

(ii) sell products that are branded with a Licensed Trademark in any jurisdiction to which the license granted by GroceryCo IPCo to SnackCo IPCo does not extend.

SnackCo IPCo and its Affiliates will each use commercially reasonable efforts to notify their Customers in the NA Countries, Mexico, and the Caribbean Countries, through a letter substantially in the form of the No-Diversion Letter, that any such sale by them of such products would infringe the Trademark rights and other rights and obligations of GroceryCo IPCo and/or its Affiliates. Neither SnackCo IPCo nor any of its Affiliates will sell any products that are branded with such Split-Ownership Brand or a Licensed Trademark, or sell such products to a Customer knowing (or where it ought reasonably to have known) that that Customer intends to sell such products, in a jurisdiction in which SnackCo IPCo or its Affiliates are not entitled to sell such products.

Section 4.2 Best Practice Preventing Diversion.

With respect to products that are sold or distributed by or under the direction of the future export organizations of GroceryCo IPCo or SnackCo IPCo, or their respective Affiliates, subject to Section 4.1, each party and its Affiliates shall review orders incoming from its Customers to see whether the quantities or frequency of such orders provide indicia that a Customer intends to divert products into a jurisdiction in violation of Section 4.1. In order to combat diversion of product in violation of Section 4.1, the parties shall apply best practices for preventing diversion, consistent with such best practices in place today employed by the current export organization of Kraft Foods Inc. or its Affiliates as of the Distribution Date (including (i) conducting due diligence on potential Customers prior to the first shipment, (ii) stickering products sold to

foreign destinations, where customary and appropriate, (iii) shipping products to final destinations of Customers, where customary and appropriate, (iv) ensuring regulatory compliance of products with destination markets and (v) including in its Customer contracts a no-diversion clause substantially the same as the no-diversion clause set forth in Kraft Foods Inc.'s or its Affiliates' Customer contracts immediately prior to the Distribution). Neither party nor any of its Affiliates may prohibit any Customer located in the European Union from carrying out unsolicited product orders that the Customer has received from a Person in a European Union member state for delivery and consumption in a European Union member state which is not supplied by the Customer.

Section 4.3 Diversion Panel.

(a) Within fourteen (14) days following the Distribution Date and for a period of two (2) years as of the Distribution Date, the parties shall establish and operate a panel consisting of one senior representative from each of GroceryCo and SnackCo (the "Diversion Panel") who will discuss and review actual or potential cases of product diversion in violation of Section 4.1 that either party considers sufficiently substantial to be brought to the attention of the other party. Upon such a case being raised to the Diversion Panel, the party whose Customers are suspected to have caused or to intend to cause diversion of product shall promptly initiate reasonable investigations into the root cause, duration and scope of the diversion case reported and make good faith efforts to prevent occurrence or recurrence of diversion of product. The party which is obliged to investigate a diversion case that was reported by the other party shall regularly update the other party in the Diversion Panel meetings, and outside these meetings in writing, on the progress and the findings of the investigation and on the implementation of remediation measures to prevent diversion of product. The Diversion Panel shall ordinarily meet in person once a quarter. In addition, either party may request an extraordinary Diversion Panel meeting, in which case the Diversion Panel shall meet no later than ten (10) Business Days following the receipt by the other party of the request for such an extraordinary Diversion Panel meeting. The review by the Diversion Panel of an actual or potential diversion case shall not prevent the party affected by diversion from pursuing any legal action against the other party or its Customers.

(b) After two (2) years following the Distribution Date, the parties shall no longer meet quarterly as provided in Section 4.3(a). Both parties, however, will continue to appoint a senior representative and reasonably cooperate, and cause such senior representative to communicate and reasonably cooperate with the senior representative of the other party as reasonably requested by such other party, in order to continue to use good faith efforts to prevent occurrence or recurrence of diversion of any product in violation of Section 4.1 and will meet upon request of either party, if a party believes substantial diversion has occurred or will occur in violation of Section 4.1 to resolve issues prior to involving a Diversion Auditor.

Section 4.4 Material Diversion and Diversion Auditor.

(a) If in a party's reasonable opinion the value of products branded with the perpetually Licensed Trademarks "Tang", "Kool-Aid", "Jell-O" or "MiO" (solely if and to the extent a Trademark registration is obtained in Latin America for the "MiO" GroceryCo Mark) that were diverted in violation of Section 4.1 is material (being understood to mean that the estimated value of such diverted or intended to be diverted products is no less than five (5)

million US Dollars of net revenues to the selling party over the course of one calendar year aggregated across all applicable jurisdictions (by way of example, three (3) million US Dollars of "Tang" into Mexico and two (2) million US Dollars of "Tang" into Puerto Rico), as adjusted for inflation each year following the Distribution Date by the percentage increase (or decrease) of the All Items Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor (or any successor of such consumer price index)) ("Material Diversion"), the party affected by such Material Diversion (the "Infringed Party") shall promptly bring such case to the attention of the Diversion Panel. The Infringed Party shall also be entitled to instruct a reputable independent public accountant working on an hourly or flat fee basis and does not receive a contingency fee or other bounty or bonus fee (the "Diversion Auditor") to conduct a review of the orders, books and records (to the extent relating to the brands that are the subject of the Material Diversion at issue) of the party whose Customers are suspected to have caused diversion of product (the "Accused Party"); provided that the Diversion Auditor shall be at the time of its selection one of the four (4) largest accounting firms in the NA Countries (which as of the Distribution Date would be Deloitte, Ernst & Young, KPMG, or PwC). Once a Diversion Auditor is selected with respect to an actual or suspected Material Diversion pursuant to this Section 4.4, such Diversion Auditor may not be replaced with respect to such actual or suspected Material Diversion. Through such audit ("Diversion Audit"), the Diversion Auditor shall be required to reach a determination on whether the Accused Party was actively or passively facilitating Material Diversion. If the Accused Party has admitted actively or passively facilitating Material Diversion or the Diversion Auditor concludes on a balance of probabilities that the Accused Party was actively or passively facilitating Material Diversion, the Accused Party's liability for Material Diversion affecting the Infringed Party shall be considered proven.

(b) Subject to Sub-Section 4.4(c) below, if the Diversion Auditor (i) is unable to reasonably conclude on a balance of probabilities that the Accused Party was actively or passively facilitating Material Diversion and (ii) has reasonably found indicia suggesting the Accused Party's active or passive facilitation of Material Diversion, a rebuttable presumption shall arise that the Accused Party has actively or passively facilitated Material Diversion and the Accused Party shall bear the burden of proving to the reasonable satisfaction of the Diversion Auditor that it did not actively or passively facilitate Material Diversion affecting the Infringed Party. If the Accused Party fails to discharge its burden of proof, then the Accused Party shall be deemed to have facilitated Material Diversion affecting the Infringed Party and the same shall be noted in the Diversion Audit Report. If the Accused Party succeeds in discharging its burden of proof, then the Diversion Auditor shall determine that the Accused Party was not facilitating Material Diversion affecting the Infringed Party and the same shall be noted in the Diversion Audit Report.

(c) If the Accused Party's Customer that is suspected to have caused Material Diversion is a Large North American Customer and the Accused Party has proven to the reasonable satisfaction of the Diversion Auditor that

(i) the Accused Party has sent the Customer a No-Diversion letter pursuant to Section 4.1; and

(ii) such Customer ships products that is the subject of a Material Diversion into the Infringed Party's jurisdiction(s) in such quantities (up to ten percent (10%) of the Accused Party's sales of such products to such Customer) that would not raise suspicions to a reasonably diligent business person; and

(iii) the Accused Party has credibly assured that it did not know that such Customer has caused or intended to cause Material Diversion;

then the net revenues of the Accused Party related to sales to such Large North American Customer shall not be included in the calculation of the total net revenues of diverted product for the purposes of assessing whether the net revenue threshold set forth in Section 4.4(a) for a Material Diversion has been met; provided, however, that the Infringed Party shall continue to otherwise retain all available legal rights to pursue a claim against the Accused Party or such Large North American Customer for trademark infringement.

Section 4.5 Cooperation.

The Accused Party shall cooperate with the Diversion Auditor in good faith throughout the Diversion Audit and shall disclose all orders, books, records and other information (including but not limited to interviews with employees of the Accused Party) to the extent relating to the brands that are the subject of the Material Diversion at issue and reasonably necessary to enable the Diversion Auditor to reach a determination on the questions within the scope of the Diversion Audit. At the end of the Diversion Audit, the Diversion Auditor shall issue a written audit report (the "Diversion Audit Report") detailing the findings, observations and determinations of the Diversion Auditor concerning the matters within the scope of the Diversion Audit. The Diversion Audit Report shall contain (inter alia) an estimate or the exact amount of the value of any diverted product in violation of Section 4.1. In no case may the Diversion Audit Report contain sensitive business data of the Accused Party (which information the Infringed Party shall ensure the Diversion Auditor agrees in writing to maintain confidential and not use for any other purpose). The draft of the Diversion Audit Report shall first be sent by the Diversion Auditor to the Accused Party who shall have thirty (30) calendar days from receipt thereof in which to review the draft Diversion Audit Report and lodge in writing with the Diversion Auditor any objections to the findings, observations or determinations therein contained. If the Accused Party lodges any such objections within such thirty (30) calendar day period, the Diversion Auditor shall consider such objections in good faith within fifteen (15) Business Days following receipt thereof and shall make such amendments (if any) to the draft Diversion Audit Report as he in his absolute discretion sees fit. The Diversion Auditor shall then send the final version of the Diversion Audit Report to both parties. In the absence of manifest error, the findings of the Diversion Auditor in the Diversion Audit Report shall be final and binding upon the parties.

Section 4.6 Costs of Diversion Audit.

The costs of a Diversion Audit shall be borne by the party that commissioned the Diversion Auditor, unless the Accused Party has admitted, or the Diversion Audit Report has concluded in accordance with this Article IV that the Accused Party has actively or passively

facilitated Material Diversion. In such a case, the Accused Party shall reimburse the party that commissioned the Diversion Auditor all costs and reasonable expenses of such Diversion Audit within fourteen (14) days following the receipt of the corresponding invoice.

Section 4.7 Liquidated Damages.

(a) The parties acknowledge and agree that (i) in the event of Material Diversion, the amount of actual damages sustained by the Infringed Party would be impossible or extremely difficult to calculate, (ii) for each additional case of Material Diversion, the damage to the Infringed Party would increase on an exponential (and not linear) basis, due to the effect on the product brand and associated goodwill and reputation and (iii) the amounts required to be paid in the event of Material Diversion, as set forth in Sections 4.7(b) and (c), are a reasonable estimation of the probable damages likely to be sustained by the Infringed Party in such event. Accordingly, the parties agree that in the event of Material Diversion, (x) certain payments shall be made pursuant to and in accordance with the terms of Sections 4.7(b) and (c), as liquidated damages and not a penalty, and (y) the payments set forth in Section 4.7(b) and (c) are not intended to compel the other party's performance hereunder or constitute a penalty or punitive damages for any purpose.

(b) If Material Diversion has been, admitted by the Accused Party, or confirmed in the Diversion Audit Report in accordance with this Article IV:

(i) for the first time, the Accused Party shall pay a liquidated damages amount equal to 2x (two times) the estimated gross profit the Infringed Party has lost from the Accused Party's actively or passively facilitating Material Diversion pursuant to the findings in the Diversion Audit Report, which estimated gross profit shall be determined by the amount of product subject to the Material Diversion, as reflected in the Diversion Audit Report, multiplied by the average gross profit margin of the Infringed Party for such product (or equivalent product) for the preceding calendar year;

(ii) for the second time, the Accused Party shall pay a liquidated damages amount equal to 3x (three times) the estimated gross profit the Infringed Party has lost from the Accused Party's actively or passively facilitating Material Diversion pursuant to the findings in the Diversion Audit Report, which estimated gross profit shall be determined by the amount of product subject to the Material Diversion, as reflected in the Diversion Audit Report, multiplied by the average gross profit margin of the Infringed Party for such product (or equivalent product) for the preceding calendar year; and

(iii) for all further admitted or confirmed cases of facilitation of Material Diversion:

(1) the Accused Party shall pay a liquidated damages amount equal to 3x (three times) the estimated gross profit the Infringed Party has lost from the Accused Party's actively or passively facilitating Material Diversion pursuant to the findings in the Diversion Audit Report, which estimated gross profit shall be determined by the amount of product subject to the Material Diversion, as reflected in the Diversion Audit Report, multiplied by the average gross profit margin of the Infringed Party for such product (or equivalent product) for the preceding calendar year; and

(2) the Infringed Party shall have the right to, in lieu of such liquidated damages, acquire the business pursuant to Section 4.8.

(c) The Accused Party shall render such liquidated damages payments to the Infringed Party no later than thirty (30) calendar days following the receipt of the corresponding invoice of the Infringed Party.

Section 4.8 Acquisition of Perpetual Trademark License.

(a) If the Infringed Party has been affected at least three times by admitted or confirmed facilitation of Material Diversion by the same Accused Party of the same product in the jurisdiction(s) described in Schedule M hereto within ten years ("Repeated Diversion"), the Infringed Party shall have the option, in lieu of liquidated damages under Section 4.7(b)(iii)(1), to terminate the Applicable Trademark License (as defined in Schedule M hereto) (the "Buy-Back Option") upon (i) provision of written notice (the "Buy-Back Notice") to such Accused Party and to the Licensee under the Applicable Trademark License (the "Applicable Licensee") and (ii) payment to the Applicable Licensee (the "Buy-Back Payment") of an amount equal to six (6) times Adjusted EBITDA for the relevant business conducted under the Applicable Trademark Licenses (the "Relevant Business"). The foregoing (i) and (ii) shall be deemed the "Buy-Back". At a minimum the assets to be transferred as part of the Relevant Business will include, to the extent related to the products in the territories subject to the Applicable Trademark License and requested by the Infringed Party in its discretion:

(i) Trademark rights to brand(s) (e.g., Tang or Jell-O & Kool-Aid) and all exclusively related Sub-Brands and Trade Dress;

(ii) Rights to any brand-specific web domains or social media accounts or addresses (facebook, twitter accounts, etc.);

(iii) Rights (on a non-exclusive basis if shared with other brands) to any patents and trade secrets (including recipes and formulas) specifically related to the brand(s)

(iv) Rights to any GroceryCo Brand-Related Copyrights or SnackCo Brand-Related Copyrights, as the case may be, specifically related to the brands;

(v) Any brand-specific manufacturing equipment (dedicated production or packaging lines, molds, tooling, etc.), as desired by the Infringed Party;

(vi) Existing finished product and packaging inventories, which should equal no less than the average inventory for the twelve (12) month period immediately preceding the effective date of the Buy-Back;

(vii) A license to use the other party's Trademarks, Sub-Brands and Trade Dress utilized on existing inventory for up to twelve (12) months following the effective date of the Buy-Back;

(viii) Customer lists with SKU-level pricing, trade spending details and volumes by customer and customer contact details;

(ix) All marketing materials related exclusively to the Related Business, including advertising, promotional, and sales and training materials;

(x) Assignment of any contracts related to sub-licensing of Trademarks or any product-related governmental permits;

(xi) Assignment of all marketing, sales, distribution, and other agreements exclusively related to the Related Business; and

(xii) Transitional services as reasonably needed by the Infringed Party for up to six (6) months after the effective date of the Buy-Back at fully allocated costs plus a 6% markup.

For the avoidance of doubt, the assets and liabilities subject to the Buy-Back Option will not include any cash, debt, payables, or receivables.

(b) Within thirty (30) Business Days of receipt of a Buy-Back Notice, the Applicable Licensee shall deliver to the Infringed Party a written statement calculating Adjusted EBITDA and the amount of the Buy-Back Payment (the "AEBITDA Statement") together with the most recent annual and interim financial statements for the Relevant Business. The Applicable Licensee (i) shall make reasonably available to the Infringed Party upon reasonable advance notice prior to the Infringed Party's acceptance of the AEBITDA Statement any additional financial statements and any work papers that were used by the Applicable Licensee in preparation of the AEBITDA Statement and (ii) shall respond promptly to the Infringed Party's requests for additional information with respect to the Adjusted EBITDA calculation. The AEBITDA Statement shall not be binding upon the Infringed Party if the Infringed Party timely exercises its right to dispute the AEBITDA Statement in accordance with the procedures set forth in Section 4.8(c) below.

(c) If the Infringed Party objects to an AEBITDA Statement, the Infringed Party shall deliver a statement of objection (including reasonable details of such objection) to the Applicable Licensee within fifteen (15) Business Days after receiving such AEBITDA Statement. The Infringed Party and the Applicable Licensee shall use reasonable efforts to promptly resolve any objection. If the Infringed Party and the Applicable Licensee do not obtain a final resolution within fifteen (15) Business Days after the Applicable Licensee has received the Infringed Party's statement of objections, the Infringed Party and the Applicable Licensee shall select a mutually acceptable independent public accountant that is working on an hourly or flat fee basis and does not receive a contingency fee or other bounty or bonus fee. Such accountant shall be instructed to determine the final amount of the Buy-Back Payment within twenty (20) Business Days of the date of its appointment. The Applicable Licensee shall revise the AEBITDA Statement if necessary and as appropriate to reflect the resolution of any objections thereto, if

any, pursuant to this Section 4.8(c). The determination of such accountant shall be set forth in writing and shall be conclusive and binding upon the Infringed Party and the Applicable Licensee. The fees and expenses of such accountant shall be borne equally by the Applicable Licensee and the Infringed Party.

(d) Following election of the Buy-Back Option and termination of the Applicable Trademark Licenses, the Applicable Licensee shall use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable to consummate and make effective the Buy-Back Option.

(e) Notwithstanding the foregoing, the Buy-Back Option shall not extend to the "MiO" GroceryCo Mark.

Section 4.9 Legal Actions.

Nothing in this Article IV shall prevent a party affected by diversion of product in violation of Section 4.1 from, subject to Section 4.4(c) and Article VII (as applicable), initiating suitable legal actions against the other party or its Customers in order to seek compensation, or to ban, hinder or avoid any form of such diversion of product; provided, however, that the liquidated damages set out in Section 4.7 above shall be the sole and exclusive monetary remedy of the Infringed Party in respect of facilitation by the Accused Party of any Material Diversion.

ARTICLE V

FURTHER ASSURANCES AND ADDITIONAL COVENANTS

Section 5.1 Further Assurances.

(a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties shall use its reasonable best efforts on and after the Distribution Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Law, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement.

(b) Without limiting the foregoing, each party shall cooperate with the other party, and without any further consideration, but at the expense of the requesting party, to (i) execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, all instruments, including any instruments of conveyance, assignment and transfer as such party may reasonably request to execute and deliver to the other party, (ii) make, or cause to be made, all filings with, and to obtain, or cause to be obtained, all Consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, agreement, indenture or other instrument and (iii) take all such other actions as such party may reasonably be requested to take by any other party from time to time, consistent with the terms of this Agreement in order to effectuate the provisions and purposes of this Agreement and the transfers of the GroceryCo Marks and the SnackCo Marks and the other transactions contemplated hereby and thereby.

Section 5.2 Change of SnackCo Name. SnackCo IPCo agrees that, as soon as practicable (and in any event within five (5) days) after the Distribution, SnackCo shall cause to be filed with the Secretary of State of the states in which SnackCo is organized or is doing business, an amendment to its certificate of incorporation or qualification to do business to change its name to a new name that does not include "Kraft."

ARTICLE VI

TERMINATION

Section 6.1 Termination. This Agreement shall terminate automatically upon any termination of the Separation Agreement by the Kraft Foods Inc. Board at any time prior to the Distribution.

Section 6.2 Effect of Termination. In the event of any termination of this Agreement prior to the Distribution, no party (or any of its directors or officers) shall have any Liability or further obligation to any other party with respect to this Agreement.

Section 6.3 Agreement Otherwise Not Terminable.

Except as and to the extent expressly set forth in this Agreement, this Agreement and the rights granted herein may not be terminated (including as a result of breach of this Agreement) without the express written consent of the parties hereto.

ARTICLE VII

DISPUTE RESOLUTION

Section 7.1 Step Process. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof (a "Dispute"), shall be resolved: (a) first, by negotiation and then by mediation as provided in Section 7.2; and (b) then, if negotiation and mediation fail, by binding arbitration as provided in Section 7.3. Each party agrees on behalf of itself and each member of its respective Group that the procedures set forth in this Article VII shall be the exclusive means for resolution of any Dispute. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

Section 7.2 Negotiation and Mediation. If either party serves written notice of a Dispute upon the other party (a "Dispute Notice"), the parties will first attempt to resolve such Dispute by direct discussions and negotiation. If a Dispute is not resolved within forty five (45) days, the parties will attempt to settle the dispute by mediation under the current Center for Public Resources/International Trademark Association ("CPR/INTA") Model Procedure for Mediation of Trademark and Unfair Competition Disputes. The mediator will be selected from the CPR/INTA Panel of neutrals in accordance with its selection process. If a good faith attempt by the parties to select from this Panel does not result in the selection of an available suitable mediator, the parties will ask CPR to further assist in the selection in accordance with its standard selection process using other panels.

Section 7.3 Arbitration.

(a) If mediation conducted pursuant to Section 7.2 fails to resolve the Dispute within forty five (45) days of the demand for mediation, either party shall have the right to commence arbitration. In that event, the Dispute shall be resolved by final and binding arbitration administered by the International Centre for Dispute Resolution (the "ICDR") in accordance with its International Arbitration Rules. The place of arbitration shall be New York City, New York. Any Dispute concerning the propriety of the commencement of the arbitration shall be finally settled by such arbitration. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its Assets.

(b) The number of arbitrators shall be three. The claimant shall designate an arbitrator in its request for arbitration and the respondent shall designate an arbitrator in its answer to the request for arbitration. When the two co-arbitrators have been appointed, they shall have 21 days to select the chair of the arbitral tribunal, and if they are unable to do so, the ICDR shall appoint the chair by use of the "list method."

Section 7.4 Interim Relief. The parties acknowledge and agree that a party would suffer irreparable harm from a breach by the other party of this Agreement, and that remedies other than injunctive relief may not fully compensate or adequately protect the non-breaching party for or from such a violation. Therefore, at any time during the pendency of a Dispute between the parties, either party has the right to apply to any court of competent jurisdiction for interim relief, including pre-arbitration attachments or injunctions, necessary to preserve the parties' rights or to maintain the parties' relative positions until such time as the arbitration award is rendered or the Dispute is otherwise resolved. During the pendency of any Dispute and/or any such interim relief proceeding, the parties shall continue to perform all obligations under this Agreement.

Section 7.5 Remedies. The arbitrators shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Agreement nor any right or power to award punitive, exemplary or treble (or other multiple) damages.

Section 7.6 Expenses. Each party shall bear its own costs, expenses and attorneys' fees in pursuit and resolution of any Dispute; provided, however, that, in the event of any arbitration pursuant to Section 7.3, the non-prevailing party shall bear both parties' costs and expenses incurred in connection with such arbitration (including reasonable attorneys' fees and the fees of any arbitrator).

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Coordination with Certain Ancillary Agreements; Conflicts. Except as otherwise expressly provided in this Agreement, in the event of any conflict or inconsistency between any provision of any of the Separation Agreement or any other Ancillary Agreements and any provision of this Agreement, this Agreement shall control over the inconsistent provisions of the Separation Agreement or any other Ancillary Agreements as to the matters specifically addressed in this Agreement. For the avoidance of doubt, the Tax Sharing Agreement shall govern all matters (including dispute resolution and any indemnities and payments among the parties) relating to Taxes or otherwise specifically addressed in the Tax Sharing Agreement.

Section 8.2 Expenses. Except as expressly set forth in this Agreement, all fees, costs and expenses paid or incurred in connection with the performance of this Agreement, whether performed by a third party or internally, will be paid by the party incurring such fees or expenses. For the avoidance of doubt, (a) SnackCo IPCo will be responsible for any transfer and recordal fees related to the transfer of any SnackCo Brand IP to SnackCo IPCo and (b) GroceryCo IPCo will be responsible for any transfer and recordal fees related to the transfer of any GroceryCo Brand IP to GroceryCo IPCo.

Section 8.3 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 8.4 Waiver. No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder. Any agreement on the part of any party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 8.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile, upon written confirmation of receipt by facsimile, e mail or otherwise, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) if to SnackCo IPCo or any other SnackCo Entity, to:

Mondelēz International, Inc.
Address 1: Three Parkway North, Deerfield, Illinois, 60015, U.S.A.
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Mondelēz International, Inc.
Address 1: Three Parkway North, Deerfield, Illinois, 60015, U.S.A.
Attention: Chief Trademark Counsel

(ii) if to GroceryCo IPCo or any other GroceryCo Entity, to:

Kraft Foods Group
Address 1: Three Lakes Drive, Northfield, Illinois, 60093, U.S.A.
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Kraft Foods Group
Address 1: Three Lakes Drive, Northfield, Illinois, 60093, U.S.A.
Attention: Chief Trademark Counsel

Section 8.6 Interpretation. When a reference is made in this Agreement to a Section, Article, Annex or Schedule such reference shall be to a Section, Article, Annex or Schedule of this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement or in any Schedule to this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Schedule, Annex or Exhibit but not otherwise defined therein shall have the meaning as defined in this Agreement or the Separation Agreement. All Schedules, Annexes and Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified. The word "day" when used in this Agreement shall mean "calendar day," unless otherwise specified.

Section 8.7 Entire Agreement. This Agreement and the Separation Agreement and the other Ancillary Agreements and the Annexes, Exhibits, Schedules and Appendices hereto and thereto constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof. This Agreement shall not be deemed to contain or imply any restriction, covenant, representation, warranty, agreement or undertaking of any party with respect to the transactions contemplated hereby and thereby other than those expressly set forth herein or therein or in any document required to be delivered hereunder or thereunder. Notwithstanding any oral agreement or course of action of the parties or their representatives to the contrary, no party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

Section 8.8 No Third Party Beneficiaries; Affiliates. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties hereto and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement. Without limitation to the foregoing, and for clarity, (i) references to Affiliates of a party herein does not render such Affiliates a party to this Agreement, (ii) each party hereto shall be responsible for providing to its Affiliates pursuant to separate agreements or other arrangements any rights or benefits that such Affiliates may enjoy as a result of this Agreement and (iii) each party hereto shall be responsible for causing its Affiliates to comply with the applicable provisions of this Agreement.

Section 8.9 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal Laws of the State of New York, without regard to the Laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York (other than Section 5-1401 of the New York General Obligations Law).

Section 8.10 Assignment. Subject to Section 3.7, and except as expressly permitted in this Section 8.10, this Agreement or any of the rights, interests or obligations hereunder or thereunder may not be assigned or otherwise transferred or delegated, in whole or in part, by operation of law or otherwise, by any party or its Affiliates without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, and any such assignment without such prior written consent shall be null and void. Subject to Section 3.7, a party and its Affiliates shall be permitted, without the prior written consent of the other party, to assign or otherwise transfer (a) any Trademarks (and corresponding copyrights) that it or its Affiliates own and that are subject to this Agreement and such party's and its Affiliates' rights, interests or obligations hereunder with respect thereto, or (b) its or their rights, interests or obligations hereunder to any successor to all or substantially all of the business or assets of such party and its Affiliates; provided that in each of the foregoing (a) and (b) any such assignee or transferee expressly assumes in writing (with the other party named as an intended third-party beneficiary thereof) all of the obligations of such party under this Agreement. Notwithstanding the foregoing, in the event that SnackCo IPCo or one of its Affiliates assigns or otherwise transfers the "Back to Nature" SnackCo Marks, and a contract that SnackCo IPCo or an Affiliate of SnackCo IPCo is a party to provides that the license to GroceryCo IPCo is to continue pursuant to a new license agreement to be entered by GroceryCo IPCo (or one of its Affiliates) with respect to the "Back to Nature" SnackCo Marks in connection with such assignment or other transfer, GroceryCo IPCo (or such designated Affiliate) shall enter into such license agreement if such new license is on substantially the same terms and conditions contained herein with respect thereto or shall use commercially reasonable efforts to enter into such license agreement if such license agreement seeks to alter the terms hereof, and the license granted under Section 3.2(c)(ii) solely with respect to such SnackCo Marks shall terminate immediately upon GroceryCo IPCo (or such designated Affiliate) entering into such new license. This Agreement shall be binding on and enure for the benefit of the successors and permitted assigns of each party.

Section 8.11 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 8.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 8.13 Facsimile Signature. This Agreement may be executed by facsimile signature and a facsimile signature shall constitute an original for all purposes.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

KRAFT FOODS GLOBAL BRANDS LLC

By: /s/ Gerhard Pleuhs
Name: Gerhard Pleuhs
Title: Authorized Signatory

KRAFT FOODS GROUP BRANDS LLC

By: /s/ Timothy R. McLevish
Name: Timothy R. McLevish
Title: Authorized Signatory

Exhibit 99.1

Contacts: Michael Mitchell (Media)
+1-973-503-4533
news@mdlz.com

Dexter Congbalay (Investors)
+1-847-646-6299
ir@mdlz.com

Mondelēz International Completes Spin-Off of Its North American Grocery Business

NORTHFIELD, Ill. – Oct. 1, 2012 – Mondelēz International, Inc. (NASDAQ: MDLZ), formerly Kraft Foods Inc., announced today that it has completed the previously announced spin-off of its North American grocery business, Kraft Foods Group, Inc. (NASDAQ: KRFT).

At 5 p.m. EDT on Oct. 1, 2012 (the "distribution date"), Mondelēz International completed the spin-off by distributing all outstanding shares of Kraft Foods Group common stock that it owned ratably to its shareholders of record as of the close of business on Sept. 19, 2012. The distribution was based on a distribution ratio of one share of Kraft Foods Group common stock for every three shares of Mondelēz International common stock.

Concurrent with the spin-off, Kraft Foods Inc. changed its name to Mondelēz International, Inc. Starting tomorrow, Oct. 2, 2012, Mondelēz International will trade on The NASDAQ Global Select Market under the ticker symbol "MDLZ," and Kraft Foods Group will trade on The NASDAQ Global Select Market under the ticker symbol "KRFT." The ticker symbol "KFT" has been retired.

Mondelēz International will file its separation agreements with Kraft Foods Group and certain pro forma financial information with the U.S. Securities and Exchange Commission (the "SEC"). Please visit www.mondelezinternational.com/investor for additional information regarding the spin-off, including links to filings with the SEC.

About Mondelēz International

Mondelēz International, Inc. (NASDAQ: MDLZ) is a world leader in chocolate, biscuits, gum, candy, coffee and powdered beverages. The company comprises the global snacking and food brands of the former Kraft Foods Inc. following the spin-off of its North American grocery operations in October 2012. Mondelēz International's portfolio includes several billion-dollar brands such as *Cadbury* and *Milka* chocolate, *Jacobs* coffee, *LU*, *Nabisco* and *Oreo* biscuits, *Tang* powdered beverages and *Trident* gum. Mondelēz International has annual revenue of approximately $36 billion and operations in more than 80 countries. Visit www.mondelezinternational.com and www.facebook.com/mondelezinternational.

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