

**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): June 30, 2020

**MONDELÉZ INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

**Virginia**  
(State or other jurisdiction  
of incorporation)

**1-16483**  
(Commission  
File Number)

**52-2284372**  
(I.R.S. Employer  
Identification No.)

**905 West Fulton Market, Suite 200, Chicago, Illinois 60607**  
(Address of principal executive offices, including zip code)

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

**Not Applicable**  
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, no par value	MDLZ	The Nasdaq Global Select Market
2.375% Notes due 2021	MDLZ21	The Nasdaq Stock Market LLC
1.000% Notes due 2022	MDLZ22	The Nasdaq Stock Market LLC
1.625% Notes due 2023	MDLZ23	The Nasdaq Stock Market LLC
1.625% Notes due 2027	MDLZ27	The Nasdaq Stock Market LLC
2.375% Notes due 2035	MDLZ35	The Nasdaq Stock Market LLC
4.500% Notes due 2035	MDLZ35A	The Nasdaq Stock Market LLC
3.875% Notes due 2045	MDLZ45	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 8.01. Other Events.**

On June 30, 2020, we announced and priced an offering (the “Notes Offering”) of senior notes due 2022 (the “Notes”).

In connection with the Notes Offering, on June 30, 2020, we entered into a Terms Agreement in respect of the Notes (the “Terms Agreement”) with BBVA Securities Inc., Citigroup Global Markets Inc. and TD Securities (USA) LLC, as representatives of the several underwriters named therein (the “Underwriters”), pursuant to which we agreed to issue and sell the Notes to the Underwriters. The provisions of an Amended and Restated Underwriting Agreement dated as of February 28, 2011 (the “Underwriting Agreement”) are incorporated by reference into the Terms Agreement. A copy of the Underwriting Agreement is filed as Exhibit 1.1 and a copy of the Terms Agreement is filed as Exhibit 1.2 to this Current Report.

On July 2, 2020, we issued an aggregate principal amount of \$1.0 billion of the Notes. The Notes were issued pursuant to an Indenture, dated as of March 6, 2015 (the “Indenture”), by and between us and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), as supplemented and modified by the Supplemental Indenture No. 1, dated as of February 13, 2019, by and between us and the Trustee (to change the notice period for redemptions of the Notes and future note offerings) and the Supplemental Indenture No. 2, dated as of April 13, 2020, by and between us and the Trustee (to allow for electronic execution, authentication, delivery and dating of documents under the Indenture), and as further supplemented and modified in respect of the Notes by an officers’ certificate under Section 301 of the Indenture, dated as of July 2, 2020 (the “301 Certificate”). We filed with the Securities and Exchange Commission (the “SEC”) the Indenture together with our Registration Statement (as defined below) on February 28, 2020.

We have filed with the SEC a Prospectus, dated as of February 28, 2020, and a Prospectus Supplement for the Notes, dated as of June 30, 2020, each of which forms a part of our Registration Statement on Form S-3 (Registration No. 333-236787) (the “Registration Statement”) in connection with the offering of the Notes. We are filing the items listed below as exhibits to this Current Report for the purpose of incorporating them as exhibits to the Registration Statement.

**Item 9.01. Financial Statements and Exhibits.**

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

<b>Exhibit Number</b>	<b>Description</b>
1.1	<a href="#"><u>Amended and Restated Underwriting Agreement, dated February 28, 2011 (incorporated by reference to Exhibit 1.1 to Kraft Foods Inc.’s Registration Statement on Form S-3 filed with the SEC on February 28, 2011).</u></a>
1.2	<a href="#"><u>Terms Agreement for Notes among Mondelēz International, Inc. and BBVA Securities Inc., Citigroup Global Markets Inc. and TD Securities (USA) LLC, as representatives of the several underwriters named therein, dated June 30, 2020.</u></a>
4.1	<a href="#"><u>Indenture (incorporated by reference to Exhibit 4.4 to the Registrant’s Annual Report on Form 10-K for the year ended December 31, 2016, filed with the SEC on February 24, 2017).</u></a>
4.2	<a href="#"><u>Supplemental Indenture No. 1, dated February 13, 2019, between Mondelēz International, Inc. and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 4.2 to the Registrant’s Current Report on Form 8-K dated February 13, 2019, filed with the SEC on February 13, 2019).</u></a>
4.3	<a href="#"><u>Supplemental Indenture No. 2, dated April 13, 2020, between Mondelēz International, Inc. and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 4.3 to the Registrant’s Current Report on Form 8-K dated April 13, 2020, filed with the SEC on April 13, 2020).</u></a>
4.4	<a href="#"><u>301 Certificate</u></a>

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- 4.5 [Specimen of Notes \(included in the 301 Certificate filed as Exhibit 4.4 hereto\)](#)
  - 5.1 [Opinion of Gibson, Dunn & Crutcher LLP, dated July 2, 2020](#)
  - 5.2 [Opinion of Hunton Andrews Kurth LLP, dated July 2, 2020](#)
  - 23.1 [Consent of Gibson, Dunn & Crutcher LLP \(included in Exhibit 5.1 hereto\)](#)
  - 23.2 [Consent of Hunton Andrews Kurth LLP \(included in Exhibit 5.2 hereto\)](#)

**SIGNATURES**

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

**MONDELÉZ INTERNATIONAL, INC.**

By: /s/ Ellen M. Smith  
Name: Ellen M. Smith  
Title: Senior Vice President and Chief Counsel,  
Chief Compliance Officer and Corporate Secretary

Date: July 2, 2020

**MONDELEZ INTERNATIONAL, INC.**  
(the “**Company**”)

**Debt Securities**

**TERMS AGREEMENT**  
(this “**Agreement**”)

June 30, 2020

To: The Representatives of the Underwriters identified herein

Ladies and Gentlemen:

The undersigned agrees to sell to the several Underwriters named in Schedule A hereto for their respective accounts, on and subject to the terms and conditions of the Amended and Restated Underwriting Agreement relating to debt securities covered by the Company’s registration statement on Form S-3 (File No. 333-236787) (incorporated by reference to Exhibit 1.1 to the Company’s registration statement on Form S-3 (File No. 333-172488) filed on February 28, 2011) (the “**Underwriting Agreement**”), the following securities (the “**Offered Securities**”) on the following terms (unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined):

**OFFERED SECURITIES**

**Title:**

0.625% Notes due 2022 (the “**Notes**”).

**Principal Amount:**

\$1,000,000,000 aggregate principal amount of the Notes.

**Interest:**

Interest on the Notes is payable semi-annually in arrears in equal installments on January 1 and July 1 of each year, commencing January 1, 2021 until the maturity date for the Notes. The Notes will bear interest at the rate of 0.625% per annum. Interest on the Notes will accrue from July 2, 2020.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months and for any period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period.

Interest on the Notes will be paid to the persons in whose names such Notes are registered at the close of business 15 days prior to the relevant interest payment date (or to the applicable depository, as the case may be).

**Maturity Date:**

The Notes will mature on July 1, 2022.

**Currency of Denomination:**

The Notes will be denominated in United States Dollars (\$).

**Currency of Payment:**

All payments of interest and principal, including payments made upon any redemption of the Notes, will be made in United States Dollars (\$).

**Form and Denomination:**

Book-entry form only represented by one or more global securities deposited with The Depository Trust Company, including its participants Clearstream or Euroclear, or their respective designated custodian, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

**Change of Control:**

Upon the occurrence of a Change of Control Triggering Event (as defined in the Pricing Prospectus), the Company will be required to make an offer to purchase the Notes at a price equal to 101% of the aggregate principal amount of the Notes, plus accrued and unpaid interest to the date of repurchase as and to the extent set forth in the Pricing Prospectus under the caption "Description of Notes—Change of Control."

**Optional Redemption:**

The Company may, at its option, redeem the Notes, in whole at any time or in part from time to time, at the redemption prices described under the caption "Description of Notes—Optional Redemption" in the Pricing Prospectus.

**Conversion Provisions:**

None.

**Sinking Fund:**

None.

**Listing:**

None.

**Purchase Price:**

99.811%, plus accrued interest, if any, from July 2, 2020.

**Expected Reoffering Price:**

99.986%, plus accrued interest, if any, from July 2, 2020.

**OTHER MATTERS**

**Closing:**

9:00 a.m., New York City time, on July 2, 2020, at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017. Payment for the Notes will be made in Federal (same day) funds.

**Settlement and Trading:**

Book-Entry Only via DTC, Clearstream or Euroclear.

**Names and Addresses of the Representatives and Lead Underwriters:**

BBVA Securities Inc.  
1345 Avenue of the Americas, 44th Floor  
New York, New York 10105  
Attention: US Debt Capital Markets  
Facsimile: (212) 262-5868  
Phone: (212) 728-1500

Citigroup Global Markets Inc.  
388 Greenwich Street  
New York, New York 10013  
Attention: General Counsel  
Facsimile: (646) 291-1469

TD Securities (USA) LLC  
31 West 52nd Street, 2nd Floor  
New York, New York 10019  
Attention: Transaction Management Group

The respective principal amounts of the Offered Securities to be severally purchased by each of the Underwriters, on and subject to the terms and conditions of the Underwriting Agreement, are set forth opposite their names in Schedule A hereto.

The provisions of the Underwriting Agreement are incorporated herein by reference, except that:

(1) The definition of “Pricing Prospectus” in Section 2(a) is hereby replaced as follows: “; the Preliminary Prospectus that was included in the Registration Statement immediately prior to the Applicable Time (as defined below), including the preliminary prospectus supplement relating to the Securities and the Base Prospectus, is hereinafter called the “Pricing Prospectus”;

(2) The definition of “Prospectus” in Section 2(a) is hereby replaced as follows: “; and the final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, including the final prospectus supplement relating to the Securities and the Base Prospectus, is hereinafter called the “Prospectus.”

(3) The definition of “Issuer Free Writing Prospectus” in Section 2(a) is hereby replaced as follows: ““Issuer Free Writing Prospectus” means any “issuer free writing prospectus,” as defined in Rule 433 under the Act (including any electronic roadshow).”

(4) Section 2(x) of the Underwriting Agreement is hereby replaced in its entirety as follows:

“(x) Except as otherwise disclosed in the Pricing Prospectus and the Prospectus, (i) to the knowledge of the Company after due inquiry, neither the Company nor any of its subsidiaries nor any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons (A) of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “FCPA”), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; (B) the U.K. Bribery Act 2010 (the “Bribery Act”); or (C) any other applicable anti-bribery or corruption law of any jurisdiction and (ii) the Company, its subsidiaries and, to the knowledge of the Company after due inquiry, its affiliates have conducted and will continue to conduct their businesses in compliance in all material respects with the FCPA, the Bribery Act and other applicable anti-bribery and corruption laws, and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.”

(5) Section 2(z) of the Underwriting Agreement is hereby replaced in its entirety as follows:

“(z) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is an individual or entity (“Person”) currently the target of any sanctions (each, a “Sanctions Target”), or owned 50% or more or otherwise controlled by, or acting on behalf of one or more Persons subject to or the target of any sanctions, including, without limitation, sanctions enforced by the United States Government such as the U.S.



Department of the Treasury's Office of Foreign Assets Control, as well as sanctions enforced by the United Nations Security Council, the European Union, or Her Majesty's Treasury (collectively, "Sanctions"); nor is the Company or any of its subsidiaries located, organized, or resident in a country or territory that is the subject of comprehensive Sanctions; and, except as permitted by a competent government agency or department, pursuant to license, regulatory exemption or other applicable provision of law, the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute, or otherwise make available such proceeds to any subsidiaries, joint venture partners, or other Person, (i) for the purpose of funding or facilitating any activities of or business with any Person that, at the time of such funding or facilitation, is a Sanctions Target, (ii) for the purpose of funding or facilitating any activities of or business in any country or territory that is the subject of comprehensive Sanctions, or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. This representation, warranty and undertaking is made if and to the extent that making it does not result in a violation of Council Regulation (EC) No. 2271/96 of 22 November 1996, or any applicable anti-boycott laws or regulations."

(6) Section 5(d) of the Underwriting Agreement is hereby replaced in its entirety as follows:

"(d) The Representatives shall have received an opinion, dated the Closing Date, from: (i) Hunton Andrews Kurth LLP, Virginia legal counsel to the Company, with respect to the matters set forth in Exhibit A and (ii) Gibson, Dunn & Crutcher LLP, New York legal counsel to the Company, with respect to the matters set forth in Exhibit B."

(7) Each of Section 6(a) and Section 6(b) of the Underwriting Agreement is hereby amended to replace "directors and officers" in the first sentence thereof with "directors, officers, employees, agents and affiliates," and Section 6(a) of the Underwriting Agreement is further amended to replace "Underwriter" the fourth and fifth time it appears in such section with "indemnified person" and to replace "any Issuer Free Writing Prospectus or any "issuer information" filed or required to be filed" in the first sentence thereof with "any Issuer Free Writing Prospectus, or any "issuer information" filed or required to be filed."

(8) Notwithstanding anything in Section 4(h) of the Underwriting Agreement to the contrary, the Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Offered Securities under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Base Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus, the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) any fees charged by securities rating services for rating the Offered Securities; (iii) the cost of preparing the Securities; (iv) the fees and expenses of the Trustee and any paying agent or sub-paying agent (the "**Paying Agent**") and any agent of the Trustee or the Paying Agent and the fees and disbursements of counsel for the Trustee and the Paying Agent in connection with the Indenture and the Securities; and (v) all other costs and expenses incident to the performance of its

obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this paragraph, and Sections 6 and 8 of the Underwriting Agreement, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel and any advertising expenses connected with any offers they may make.

(9) Section 10 of the Underwriting Agreement is hereby replaced in its entirety as follows:

10. Notices. All communications hereunder will be in writing and, if sent to the Underwriters, will be mailed, delivered, telecopied or transmitted by any other standard form of telecommunication and confirmed to the Representatives at their address set forth in the Terms Agreement, or, if sent to the Company, will be mailed, delivered, telecopied or transmitted by any other standard form of telecommunication and confirmed to it at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, facsimile: (570) 235-3005, Attention: Senior Vice President and Corporate Secretary.

In addition to the representations and warranties contained in Section 2 of the Underwriting Agreement, the Company, as of the date hereof and as of the Closing Date, represents and warrants to, and agrees with, each Underwriter that the interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

All references to "Kraft Foods Inc." in the Underwriting Agreement shall be deemed to refer to Mondelēz International, Inc.

All references to the Indenture, dated as of October 17, 2001, between the Company and Deutsche Bank Trust Company Americas (as successor to The Bank of New York and The Chase Manhattan Bank) in the Underwriting Agreement shall be deemed to refer to the Indenture, dated as of March 6, 2015, between the Company and Deutsche Bank Trust Company Americas, as amended and supplemented through to the date hereof.

For purposes of the Underwriting Agreement, the "Applicable Time" shall be 3:00 p.m. (New York City time) on June 30, 2020.

The Offered Securities will be made available for inspection at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, prior to the Closing Date.

For purposes of Section 6 of the Underwriting Agreement, the only Underwriter Information consists of the following information in the Prospectus: the information contained in the sixth, seventh and eighth paragraphs under the caption "Underwriting" in the Pricing Prospectus.

**Recognition of U.S. Special Resolution Regimes:**

In the event that any Underwriter that is a Covered Entity (as defined below) becomes subject to a proceeding under a U.S. Special Resolution Regime (as defined below), the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate (as defined below) of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as defined below) under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

**“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

**“Covered Entity”** means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

**“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

**“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

*(Remainder of page intentionally left blank)*

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement between the Company and the several Underwriters in accordance with its terms.

Very truly yours,

MONDELEZ INTERNATIONAL, INC.

By: /s/ Michael Call

Name: Michael Call

Title: Vice President, Global Treasury and Treasurer

[SIGNATURE PAGE TO TERMS AGREEMENT]

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The foregoing Terms Agreement is hereby confirmed and accepted as of the date first above written.

BBVA SECURITIES INC.

By: /s/ Ryan Donovan  
Name: Ryan Donovan  
Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian D. Bednarski  
Name: Brian D. Bednarski  
Title: Managing Director

TD SECURITIES (USA) LLC

By: /s/ Damian Engen  
Name: Damian Engen  
Title: Managing Director

Acting on behalf of themselves and as the Representatives of the several Underwriters.

[SIGNATURE PAGE TO TERMS AGREEMENT]

**SCHEDULE A**

<b>Underwriters</b>	<b>Principal Amount of Notes</b>
BBVA Securities Inc.	\$ 192,300,000
Citigroup Global Markets Inc.	\$ 192,300,000
TD Securities (USA) LLC	\$ 96,150,000
Morgan Stanley & Co. LLC	\$ 96,150,000
U.S. Bancorp Investments, Inc.	\$ 96,150,000
BNP Paribas Securities Corp.	\$ 76,950,000
Barclays Capital Inc.	\$ 57,500,000
BofA Securities, Inc.	\$ 57,500,000
J.P. Morgan Securities LLC	\$ 57,500,000
Wells Fargo Securities, LLC	\$ 57,500,000
Academy Securities, Inc.	\$ 10,000,000
C.L. King & Associates, Inc.	\$ 10,000,000
<b>Total</b>	<b>\$1,000,000,000</b>

**EXHIBIT A**

**Form of Opinion of Hunton Andrews Kurth LLP**

1. The Company is a corporation validly existing and, based solely on the Good Standing Certificate, in good standing under the laws of the Commonwealth of Virginia as of the date of such certificate, and has the corporate power and authority to own or hold its properties and to conduct the businesses in which it is engaged as described in the Prospectus.
2. No filing with, notice to, or consent, approval, authorization or order of any governmental agency or body or official of the Commonwealth of Virginia or, to our knowledge, any court thereof, is required to be made or obtained in connection with the execution, delivery and performance of the Terms Agreement or the consummation of the transactions contemplated by the Terms Agreement, except as may be required under the blue sky laws of the Commonwealth of Virginia (as to which we express no opinion).
3. The Terms Agreement, the Indenture and the Notes have been duly authorized, executed and delivered by the Company.
4. None of the execution and delivery by the Company of the Terms Agreement, the consummation by the Company of the transactions contemplated by the Terms Agreement and the Indenture, or the issuance and sale of the Notes or compliance with the terms and provisions thereof, will (a) violate the Articles of Incorporation or the By-Laws or (b) violate any law, rule, regulation or order, known to us to be applicable to the Company, of any Virginia court or governmental agency under the laws of the Commonwealth of Virginia.

## EXHIBIT B

### Form of Opinion of Gibson, Dunn & Crutcher LLP

1. Each subsidiary of the Company listed on **Annex A** (each, a “Significant Subsidiary”) is a validly existing limited liability company in good standing under the laws of the State of Delaware with the requisite corporate or other power and authority to own its properties and conduct its business as described in the Prospectus.
2. The Indenture constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
3. The Notes, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, will be legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
4. The Note Documents have been duly executed by the Company, to the extent such actions are governed by the laws of the State of New York.
5. The execution and delivery by the Company of the Note Documents to which it is a party, the performance of its obligations thereunder, and the issuance by the Company of the Notes to the Underwriters:
  - (i) do not and will not result in a breach of or default under any agreement to which the Company is a party that is identified to us in a certificate of the Company as being material to the Company and its subsidiaries taken as a whole, which agreements are listed on **Annex B**; and
  - (ii) do not and will not violate, or require any filing with or approval of any governmental authority or regulatory body of the State of New York or the United States of America under, any law, rule or regulation of the State of New York or the United States of America applicable to the Company that, in our experience, is generally applicable to transactions in the nature of those contemplated by the Underwriting Agreement, except for such filings or approvals as already have been made or obtained under the Securities Act of 1933, as amended (the “Securities Act”).
6. Insofar as the statements in the Pricing Disclosure Package and the Prospectus under the caption “Description of Notes” and “Description of Debt Securities” purport to describe specific provisions of the Notes or the Indenture, such statements present in all material respects an accurate summary of such provisions.
7. Insofar as the statements in the Pricing Disclosure Package and the Prospectus under the caption “Certain U.S. Federal Income Tax Considerations,” purport to describe specific provisions of the Internal Revenue Code of 1986, as amended, or the rules and regulations thereunder, or legal conclusions with respect thereto, such statements present in all material respects an accurate summary of such provisions or conclusions.



8. The Company is not and, after giving effect to the sale of the Notes and the use of proceeds therefrom as described in the Prospectus, will not be an “investment company” that is required to be registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”). For purposes of this paragraph 8, the term “investment company” has the meanings ascribed to such term in the Investment Company Act.

9. On the basis of the foregoing, and except for the financial statements and schedules, statistical information that is purported to have been provided on the authority of an expert or public official and other information of an accounting or financial nature and the Statement of Eligibility on Form T-1 of the Trustee included or incorporated by reference therein, as to which we express no opinion or belief, no facts have come to our attention that led us to believe: (a) that the Registration Statement, at the time it became effective (which, for purposes of this letter, shall mean June 30, 2020), or the Prospectus, as of the date of the Final Prospectus Supplement, were not appropriately responsive in all material respects to the requirements of the Securities Act and the Trust Indenture Act and the applicable rules and regulations of the Commission thereunder; or (b)(i) that the Registration Statement, at the time it became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein, or necessary to make the statements therein not misleading, (ii) that the General Disclosure Package, at the Applicable Time, included an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or (iii) that the Prospectus, as of its date or as of the date hereof, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

## MONDELÉZ INTERNATIONAL, INC.

OFFICERS' CERTIFICATE

July 2, 2020

Reference is made to (i) Section 301 of the Indenture dated as of March 6, 2015 (the "Base Indenture"), by and between Mondelēz International, Inc., a Virginia corporation (the "Company"), and Deutsche Bank Trust Company Americas, as Trustee (the "Trustee"), as modified by Supplemental Indenture No. 1, dated as of February 13, 2019, between the Company and the Trustee and Supplemental Indenture No. 2, dated as of April 13, 2020, between the Company and the Trustee, and as further modified in respect of the Notes by the Officers' Certificate pursuant to Sections 201 and 301 of the Base Indenture, dated as of the date hereof (the Base Indenture, as so modified, the "Indenture") and (ii) the Terms Agreement dated June 30, 2020 (the "Terms Agreement"), which incorporates the Amended and Restated Underwriting Agreement dated February 28, 2011 (the "Underwriting Agreement"), by and among the Company and BBVA Securities Inc., Citigroup Global Markets Inc. and TD Securities (USA) LLC, as representatives of the underwriters named therein, relating to the offer and sale by the Company of \$1,000,000,000 aggregate principal amount of its 0.625% Notes due 2022 (the "Notes").

Capitalized terms used but not otherwise defined herein shall have the respective meanings given such terms in the Indenture, the Underwriting Agreement or the Terms Agreement, as the case may be.

Each of the undersigned, Vice President and Treasurer, in the case of Michael A. Call, and Senior Vice President and Chief Counsel, Chief Compliance Officer and Corporate Secretary, in the case of Ellen M. Smith, hereby certifies that the Vice President and Treasurer has authorized the issue and sale of the Notes by the Company, and, in connection with such issue, has determined, approved or appointed, as the case may be, the following:

- (a) Title of the Securities: 0.625% Notes due 2022.
- (b) Principal Amount: \$1,000,000,000 aggregate principal amount of Notes.
- (c) Interest: Interest on the Notes is payable semi-annually in arrears in equal installments on January 1 and July 1 of each year, commencing on January 1, 2021; provided that, in each case, if any such date is not a business day, the interest payment date will be postponed to the next succeeding business day, and no interest will accrue as a result of such delayed payment on amounts payable from and after such interest payment date to the next succeeding business day. Interest on the Notes will be paid to persons in whose name a Note is registered at the close of business 15 days prior to the applicable interest payment date (or to the applicable depository, as the case may be). The Notes will bear interest at a rate per annum of 0.625%. For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. For an interest period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period.

- (d) Form and Denominations: Fully-registered book-entry form, as a Registered Security, only, represented by one or more permanent Global Securities deposited with The Depository Trust Company, including its participants Clearstream or Euroclear, or their respective designated custodian, in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.
- (e) Maturity Date: The Notes will mature on July 1, 2022, unless the Notes are earlier redeemed or repaid in accordance with the Indenture and this Officers' Certificate.
- (f) Optional Redemption:

The Company may, at its option, redeem the Notes, in whole at any time or in part from time to time, at a redemption price equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed or (2) the sum of the present values of each remaining scheduled payment of principal and interest thereon (exclusive of interest accrued to the date of redemption) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 10 basis points, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

“Comparable Treasury Issue” means the U.S. Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed (assuming, for purposes of each series of Notes, that such series of Notes matured on the Applicable Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to such remaining term of such Notes.

“Comparable Treasury Price” means, with respect to any redemption date (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by the Company.

“Reference Treasury Dealer” means (i) a primary U.S. government securities dealer in New York City (a “Primary Treasury Dealer”) selected by BBVA Securities Inc., (ii) each of Citigroup Global Markets Inc. and TD Securities (USA) LLC, or their affiliates, which are primary United States government securities dealers, and (iii) one other leading Primary Treasury Dealer reasonably designated by the Company; *provided, however*, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 2:00 pm New York time on the third business day preceding such redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (such price expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

- (g) Change of Control: Upon the occurrence of both (i) a change of control of the Company and (ii) a downgrade of the Notes below an investment grade rating by each of Moody’s Investors Service, Inc. and S&P Global Ratings within a specified period, the Company will be required to make an offer to purchase the Notes at a price equal to 101% of the aggregate principal amount of the Notes, plus accrued and unpaid interest to the date of repurchase as and to the extent set forth in the Prospectus Supplement dated June 30, 2020 under the caption “Description of Notes—Change of Control.”
- (h) Sinking Fund: None.
- (i) Conversion or Exchange: The Notes will not be convertible or exchangeable into other securities of the Company or another Person.
- (j) Place of Payment; Transfer, Registration and Exchange; Notices and Demands: Payments of principal and interest on the Notes will be made as set forth in the Global Securities representing the Notes attached hereto as Exhibit A. Transfer, registration and exchange of the Notes will be made as set forth in the Global Securities representing the Notes attached hereto as Exhibit A. Any notice required to be given under the Notes to the Company or the Trustee under Section 105 of the Indenture shall be in English in writing and shall be delivered

in person, sent by pre-paid post (first class if domestic, first class airmail if international) or by facsimile addressed to:

The Company: Mondelēz International, Inc.  
905 West Fulton Market, Suite 200  
Chicago, Illinois 60607  
United States  
Email: [william.whisler@mdlz.com](mailto:william.whisler@mdlz.com)  
Fax: +1 (847) 943 4903  
Attention: William Whisler, Assistant Treasurer

The Trustee: Deutsche Bank Trust Company Americas  
Trust and Agency Services  
60 Wall Street, 24th floor  
New York, New York 10005  
United States  
Fax: +1 (732) 578 4635  
Attention: Corporates Team / Mondelēz International, Inc.

Any notice required to be given under the Notes to Holders shall be in accordance with the procedures of The Depository Trust Company.

- (k) Events of Default and Restrictive Covenants: As set forth in the Indenture.
- (l) Trustee: Deutsche Bank Trust Company Americas.
- (m) Form of Notes: Attached as Exhibit A to this Officers' Certificate delivered in connection with the delivery of the Notes. The further terms of the Notes shall be as set forth in the Prospectus Supplement dated June 30, 2020 and Exhibit A hereto.
- (n) Price to Public: 99.986% of the aggregate principal amount of the Notes, plus accrued interest, if any, from July 2, 2020.
- (o) Guarantees: The Notes shall not be issued with Guarantees.
- (p) Miscellaneous:
  - (i) The terms of the Notes shall include such other terms as are set forth in the form of Notes attached hereto as Exhibit A and in the Indenture. In addition, the Global Securities for the Notes shall include the following language: "To the extent the terms, conditions and other provisions of this Note modify, supplement or are inconsistent with those of the Indenture, then the terms, conditions and other provisions of this Note shall govern;"

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned Vice President and Treasurer and Vice President and Chief of Global Governance and Corporate Secretary, respectively, of the Company, have executed this Certificate as of the date first written above.

/s/ Michael A. Call

Name: Michael A. Call

Title: Vice President and Treasurer

/s/ Ellen M. Smith

Name: Ellen M. Smith

Title: Senior Vice President and Chief Counsel, Chief Compliance Officer and Corporate Secretary

*[Signature Page to Officers' Certificate—Section 301 of the Indenture]*

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**EXHIBIT A**

*Please see attached.*

REGISTERED  
No. 1

MONDELÉZ INTERNATIONAL, INC.

0.625% NOTE DUE 2022

Representing

\$500,000,000

CUSIP No. 609207 AV7  
ISIN No. US609207AV77

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TRUST COMPANY (THE "DEPOSITARY") TO A NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

MONDELÉZ INTERNATIONAL, INC., a Virginia corporation (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of \$500,000,000 (FIVE HUNDRED MILLION DOLLARS) on July 1, 2022, and to pay interest thereon from July 2, 2020, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at a rate per annum of 0.625%, semi-annually in arrears on January 1 and July 1 of each year (these dates are called "Interest Payment Dates"), beginning on January 1, 2021, until the principal hereof is paid or made available for payment.

If any Interest Payment Date is not a business day, the Interest Payment Date will be postponed to the next succeeding business day, and no interest will accrue as a result of such delayed payment on amounts payable from and after such Interest Payment Date to the next succeeding business day.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or



more Predecessor Securities) is registered at the close of business on the preceding June 16 and December 17 (each, a “Record Date”) before the applicable Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such date and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee for the Notes, notice whereof shall be given to Holders of the Notes not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal, premium (if any), and interest, including payment made upon any redemption or repurchase, with respect to this Note will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, that, at the option of the Company, payment of interest may be made by check mailed or delivered to the address of the Person entitled thereto as such address shall appear on the Security Register or by transfer to an account maintained by the payee at a bank located in the United States. Notwithstanding the foregoing, a Holder of \$1,000,000 or more in aggregate principal amount of the Notes will, at the option of the Company, be entitled to receive interest payments, other than at the maturity date, by wire transfer of immediately available funds if appropriate wire transfer instructions have been received in writing by the Trustee at least 15 days prior to the applicable Interest Payment Date. Any wire instructions received by the Trustee for the Notes shall remain in effect until revoked by the Holder.

As used herein, “business day” means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in The City of New York.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. For an interest period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period.

Interest on the Notes will be calculated from the last date on which interest was paid on the Notes (or July 2, 2020, if no interest has been paid on the Notes) to, but excluding, the next scheduled Interest Payment Date.

If the maturity date or a date fixed for redemption or repurchase is not a business day, then payment of principal, premium, if any, or interest need not be made on such date, but may be made on the next succeeding business day, in each case with the same force and effect as if made on the scheduled maturity date or such date fixed for redemption or repurchase, and no interest shall accrue as a result of such delayed payment on amounts payable from and after the scheduled maturity date or such redemption date or repurchase date, as the case may be, to the next succeeding business day.

Additional provisions of this Note are contained on the reverse hereof, and such provisions shall have the same effect as though fully set forth in this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee for the Notes by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

*(Signature Page Follows)*

IN WITNESS WHEREOF, MONDELEZ INTERNATIONAL, INC. has caused this instrument to be duly executed.

Dated: July 2, 2020

MONDELEZ INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: Michael A. Call  
Title: Vice President and Treasurer

Attest:

By: \_\_\_\_\_  
Name: Ellen M. Smith  
Title: Senior Vice President and Chief Counsel, Chief  
Compliance Officer and Corporate Secretary

[SIGNATURE PAGE TO GLOBAL NOTE]

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as  
Trustee

By: \_\_\_\_\_  
Authorized Signatory

[SIGNATURE PAGE TO GLOBAL NOTE]

MONDELÉZ INTERNATIONAL, INC.

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called the “Securities”) of the Company of the series hereinafter specified, all such Securities issued and to be issued under an Indenture dated as of March 6, 2015, between the Company and Deutsche Bank Trust Company Americas, as Trustee (the “Trustee”), as modified by the Supplemental Indenture No. 1, dated as of February 13, 2019, between the Company and the Trustee and the Supplemental Indenture No. 2 dated as of April 13, 2020, between the Company and the Trustee, and as further modified pursuant to Section 301 thereof in respect of the Notes by that certain Officers’ Certificate of the Company dated as of the date hereof (collectively, as modified, the “Indenture”), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations, duties and immunities of the Trustee for each series of Securities and of the Company, and the terms upon which the Securities are and are to be authenticated and delivered. The terms, conditions and provisions of this Note are those stated in the Indenture, those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended, and those set forth in this Note. To the extent the terms, conditions and other provisions of this Note modify, supplement or are inconsistent with those of the Indenture, then the terms, conditions and other provisions of this Note shall govern.

As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as provided or permitted in the Indenture. This Note is one of a series of the Securities designated therein as 0.625% Notes due 2022 (the “Notes”), initially issued in an aggregate principal amount of \$1,000,000,000 on July 2, 2020.

The Company may, without the consent of the Holders of the Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the Notes, except for the issue price, issue date and, in some cases, the first payment of interest or interest accruing prior to the issue date of such additional notes. The additional notes may only be issued if they would be fungible with the Notes for U.S. federal income tax purposes. Any additional notes having such similar terms, together with the Notes, shall constitute a single series of notes under the Indenture. No additional notes may be issued if an Event of Default has occurred with respect to the Notes.

**Change of Control**

If a Change of Control Triggering Event (as defined below) occurs, Holders may require the Company to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of their Notes pursuant to an offer (the “Change of Control Offer”) of payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the “Change of Control

Payment”). Within 30 days following any Change of Control Triggering Event, the Company will mail (or otherwise transmit as provided in the Indenture) a notice to Holders (with a copy to the Trustee) describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is sent (the “Change of Control Payment Date”), pursuant to the procedures described in such notice. The Company must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, the Company will, to the extent lawful:

- accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;
- deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers’ Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The paying agent will promptly mail (or otherwise deliver in accordance with the applicable procedures of the Depositary) to each Holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered; provided that each new note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer.

For purposes of the foregoing discussion of a repurchase at the option of Holders, the following definitions are applicable:

“Below Investment Grade Rating Event” means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control (as defined below) until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the

rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a below investment grade rating event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect to a particular Change of Control (and thus shall not be deemed a below investment grade rating event for purposes of the definition of Change of Control Triggering Event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the below investment grade rating event).

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any Person (as defined below) or group of related persons for purposes of Section 13(d) of the Exchange Act (a “Group”) other than the Company or one of its subsidiaries; (2) the approval by the holders of the Company’s common stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company’s voting stock; or (4) the first day on which a majority of the members of the Company’s Board of Directors are not Continuing Directors.

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Continuing Directors” means, as of any date of determination, any member of the Board of Directors of the Company who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of the Company’s proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s (as defined below) and BBB- (or the equivalent) by S&P (as defined below), respectively.

“Moody’s” means Moody’s Investors Service, Inc., a subsidiary of Moody’s Corporation, and its successors.

“Person” has the meaning set forth in the indenture and includes a “person” as used in Section 13(d)(3) of the Exchange Act.

“Rating Agencies” means (1) each of Moody’s and S&P; and (2) if either Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company’s control, a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) under the Exchange Act, selected by the Company (as certified by a resolution of the Company’s Board of Directors) as a replacement agency for Moody’s or S&P, or both of them, as the case may be.

“S&P” means S&P Global Ratings, a division of S&P Global Inc., and its successors.

### **Optional Redemption**

The Notes will be redeemable, in whole or in part, at the Company’s option, at any time and from time to time on at least 15 days’, but not more than 60 days’, prior notice (with written notice to the Trustee no less than 15 days (or such shorter period as agreed by the Trustee) prior to the sending of such redemption notice in the event the Trustee is engaged by the Company to send such notice in the Company’s name and at the Company’s expense). The redemption price will be equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed or (2) the sum of the present values of each remaining scheduled payment of principal and interest (exclusive of interest accrued to the date of redemption) thereon discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 10 basis points, plus accrued and unpaid interest, if any, on the principal amount of the Notes to, but excluding, the date of redemption.

“Comparable Treasury Issue” means the U.S. Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes.

“Comparable Treasury Price” means, with respect to any redemption date (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by the Company.

“Reference Treasury Dealer” means (i) a primary U.S. government securities dealer in New York City (a “Primary Treasury Dealer”) selected by BBVA Securities Inc., (ii) each of Citigroup Global Markets Inc. and TD Securities (USA) LLC, or their affiliates, which are primary U.S. government securities dealers, and (iii) one other leading Primary Treasury Dealer reasonably designated by the Company; *provided, however*, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.



“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 2:00 p.m. New York time on the third business day preceding such redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (such price expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

On and after the redemption date, interest will cease to accrue on the Notes or any portion of the Notes called for redemption (unless the Company defaults in the payment of the redemption price and accrued interest). On or before the redemption date, the Company will deposit with the Trustee or set aside, segregate and hold in trust (if the Company is acting as paying agent), funds sufficient to pay the redemption price of, and (unless the redemption date shall be an interest payment date) accrued and unpaid interest on, the Notes to be redeemed on the redemption date. If fewer than all of the Notes are to be redeemed, the Trustee shall select the Notes or portions of Notes for redemption from the outstanding Notes not previously called for redemption by such method as the Trustee shall deem fair and appropriate and in accordance with the applicable procedures of the Depositary; provided, however, that no Notes of a principal amount of \$2,000 or less shall be redeemed in part.

### **Defeasance**

The Indenture contains provisions for defeasance at any time of the entire principal of all the Securities of any series upon compliance by the Company with certain conditions set forth therein.

Certain of the Company’s obligations under the Indenture with respect to Notes, may be terminated if the Company irrevocably deposits with the Trustee money or Government Obligations sufficient to pay and discharge the entire indebtedness on a the Indenture.

### **Events of Default**

Section 501 of the Indenture shall be applicable to the Notes. If an Event of Default (other than an Event of Default described in Section 501(a)(4) or 501(a)(5) of the Indenture) with respect to the Notes shall occur and be continuing, then either the Trustee or the Holders of not less than 25% in principal amount of the Notes of this series then Outstanding may declare the entire principal amount of the Notes of this series due and payable in the manner and with effect provided in the Indenture. If an Event of Default specified in Section 501(a)(4) or Section 501(a)(5) of the Indenture occurs with respect to the Company, all of the unpaid principal amount and accrued interest then outstanding shall ipso facto become and be immediately due and payable in the manner and with the effect provided in the Indenture without any declaration or other act by the Trustee or any Holder.

## **Amendments**

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities under the Indenture at any time by the Company with the consent of the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding of each series issued under the Indenture to be affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of that series at the time Outstanding, on behalf of the Holders of all the Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to such series. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

## **Payment**

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

## **Transfer, Registration and Exchange**

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable on the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company to be maintained for that purpose in the Borough of Manhattan, The City of New York, or at any other office or agency of the Company maintained for that purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon due or one or more new notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of \$2,000 and any multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company, the Trustee for the Notes and any agent of the Company or such Trustee may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company, such Trustee nor any such agent shall be affected by notice to the contrary.

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The Notes are not subject to a sinking fund.

**THIS NOTE SHALL FOR ALL PURPOSES BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

Certain terms used in this Note which are defined in the Indenture have the meanings set forth therein.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_  
(Name and address of Assignee, including zip code, must be printed or typewritten)t

\_\_\_\_\_  
the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

\_\_\_\_\_  
to transfer the said Note on the books of Mondelēz International, Inc. with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

REGISTERED  
No. 2

MONDELÉZ INTERNATIONAL, INC.

0.625% NOTE DUE 2022

Representing

\$500,000,000

CUSIP No. 609207 AV7  
ISIN No. US609207AV77

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TRUST COMPANY (THE "DEPOSITARY") TO A NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

MONDELÉZ INTERNATIONAL, INC., a Virginia corporation (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of \$500,000,000 (FIVE HUNDRED MILLION DOLLARS) on July 1, 2022, and to pay interest thereon from July 2, 2020, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at a rate per annum of 0.625%, semi-annually in arrears on January 1 and July 1 of each year (these dates are called "Interest Payment Dates"), beginning on January 1, 2021, until the principal hereof is paid or made available for payment.

If any Interest Payment Date is not a business day, the Interest Payment Date will be postponed to the next succeeding business day, and no interest will accrue as a result of such delayed payment on amounts payable from and after such Interest Payment Date to the next succeeding business day.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the preceding June 16 and December 17 (each, a "Record Date") before the applicable Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such date and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee for the Notes, notice whereof shall be given to Holders of the Notes not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal, premium (if any), and interest, including payment made upon any redemption or repurchase, with respect to this Note will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, that, at the option of the Company, payment of interest may be made by check mailed or delivered to the address of the Person entitled thereto as such address shall appear on the Security Register or by transfer to an account maintained by the payee at a bank located in the United States. Notwithstanding the foregoing, a Holder of \$1,000,000 or more in aggregate principal amount of the Notes will, at the option of the Company, be entitled to receive interest payments, other than at the maturity date, by wire transfer of immediately available funds if appropriate wire transfer instructions have been received in writing by the Trustee at least 15 days prior to the applicable Interest Payment Date. Any wire instructions received by the Trustee for the Notes shall remain in effect until revoked by the Holder.

As used herein, "business day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in The City of New York.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months. For an interest period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period.

Interest on the Notes will be calculated from the last date on which interest was paid on the Notes (or July 2, 2020, if no interest has been paid on the Notes) to, but excluding, the next scheduled Interest Payment Date.

If the maturity date or a date fixed for redemption or repurchase is not a business day, then payment of principal, premium, if any, or interest need not be made on such date, but may be made on the next succeeding business day, in each case with the same force and effect as if made on the scheduled maturity date or such date fixed for redemption or repurchase, and no interest shall accrue as a result of such delayed payment on amounts payable from and after the scheduled maturity date or such redemption date or repurchase date, as the case may be, to the next succeeding business day.

Additional provisions of this Note are contained on the reverse hereof, and such provisions shall have the same effect as though fully set forth in this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee for the Notes by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

*(Signature Page Follows)*

IN WITNESS WHEREOF, MONDELEZ INTERNATIONAL, INC. has caused this instrument to be duly executed.

Dated: July 2, 2020

MONDELEZ INTERNATIONAL, INC.

By: \_\_\_\_\_

Name: Michael A. Call

Title: Vice President and Treasurer

Attest:

By: \_\_\_\_\_

Name: Ellen M. Smith

Title: Senior Vice President and Chief Counsel, Chief  
Compliance Officer and Corporate Secretary

[SIGNATURE PAGE TO GLOBAL NOTE]



CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as  
Trustee

By: \_\_\_\_\_  
Authorized Signatory

[SIGNATURE PAGE TO GLOBAL NOTE]

MONDELÉZ INTERNATIONAL, INC.

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called the “Securities”) of the Company of the series hereinafter specified, all such Securities issued and to be issued under an Indenture dated as of March 6, 2015, between the Company and Deutsche Bank Trust Company Americas, as Trustee (the “Trustee”), as modified by the Supplemental Indenture No. 1, dated as of February 13, 2019, between the Company and the Trustee and the Supplemental Indenture No. 2 dated as of April 13, 2020, between the Company and the Trustee, and as further modified pursuant to Section 301 thereof in respect of the Notes by that certain Officers’ Certificate of the Company dated as of the date hereof (collectively, as modified, the “Indenture”), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations, duties and immunities of the Trustee for each series of Securities and of the Company, and the terms upon which the Securities are and are to be authenticated and delivered. The terms, conditions and provisions of this Note are those stated in the Indenture, those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended, and those set forth in this Note. To the extent the terms, conditions and other provisions of this Note modify, supplement or are inconsistent with those of the Indenture, then the terms, conditions and other provisions of this Note shall govern.

As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as provided or permitted in the Indenture. This Note is one of a series of the Securities designated therein as 0.625% Notes due 2022 (the “Notes”), initially issued in an aggregate principal amount of \$1,000,000,000 on July 2, 2020.

The Company may, without the consent of the Holders of the Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the Notes, except for the issue price, issue date and, in some cases, the first payment of interest or interest accruing prior to the issue date of such additional notes. The additional notes may only be issued if they would be fungible with the Notes for U.S. federal income tax purposes. Any additional notes having such similar terms, together with the Notes, shall constitute a single series of notes under the Indenture. No additional notes may be issued if an Event of Default has occurred with respect to the Notes.

**Change of Control**

If a Change of Control Triggering Event (as defined below) occurs, Holders may require the Company to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of their Notes pursuant to an offer (the “Change of Control Offer”) of payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the “Change of Control

Payment”). Within 30 days following any Change of Control Triggering Event, the Company will mail (or otherwise transmit as provided in the Indenture) a notice to Holders (with a copy to the Trustee) describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is sent (the “Change of Control Payment Date”), pursuant to the procedures described in such notice. The Company must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, the Company will, to the extent lawful:

- accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;
- deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers’ Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The paying agent will promptly mail (or otherwise deliver in accordance with the applicable procedures of the Depositary) to each Holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered; provided that each new note will be in a principal amount of \$2,000 or an integral multiple of \$1,000 in excess thereof.

The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer.

For purposes of the foregoing discussion of a repurchase at the option of Holders, the following definitions are applicable:

“Below Investment Grade Rating Event” means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control (as defined below) until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the

rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a below investment grade rating event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect to a particular Change of Control (and thus shall not be deemed a below investment grade rating event for purposes of the definition of Change of Control Triggering Event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the below investment grade rating event).

“Change of Control” means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to any Person (as defined below) or group of related persons for purposes of Section 13(d) of the Exchange Act (a “Group”) other than the Company or one of its subsidiaries; (2) the approval by the holders of the Company’s common stock of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner, directly or indirectly, of more than 50% of the then outstanding number of shares of the Company’s voting stock; or (4) the first day on which a majority of the members of the Company’s Board of Directors are not Continuing Directors.

“Change of Control Triggering Event” means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

“Continuing Directors” means, as of any date of determination, any member of the Board of Directors of the Company who (1) was a member of such Board of Directors on the date of the issuance of the Notes; or (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of the Company’s proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s (as defined below) and BBB- (or the equivalent) by S&P (as defined below), respectively.

“Moody’s” means Moody’s Investors Service, Inc., a subsidiary of Moody’s Corporation, and its successors.

“Person” has the meaning set forth in the indenture and includes a “person” as used in Section 13(d)(3) of the Exchange Act.

“Rating Agencies” means (1) each of Moody’s and S&P; and (2) if either Moody’s or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company’s control, a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) under the Exchange Act, selected by the Company (as certified by a resolution of the Company’s Board of Directors) as a replacement agency for Moody’s or S&P, or both of them, as the case may be.

“S&P” means S&P Global Ratings, a division of S&P Global Inc., and its successors.

### **Optional Redemption**

The Notes will be redeemable, in whole or in part, at the Company’s option, at any time and from time to time on at least 15 days’, but not more than 60 days’, prior notice (with written notice to the Trustee no less than 15 days (or such shorter period as agreed by the Trustee) prior to the sending of such redemption notice in the event the Trustee is engaged by the Company to send such notice in the Company’s name and at the Company’s expense). The redemption price will be equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed or (2) the sum of the present values of each remaining scheduled payment of principal and interest (exclusive of interest accrued to the date of redemption) thereon discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 10 basis points, plus accrued and unpaid interest, if any, on the principal amount of the Notes to, but excluding, the date of redemption.

“Comparable Treasury Issue” means the U.S. Treasury security or securities selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of the Notes.

“Comparable Treasury Price” means, with respect to any redemption date (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotation or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“Independent Investment Banker” means one of the Reference Treasury Dealers appointed by the Company.

“Reference Treasury Dealer” means (i) a primary U.S. government securities dealer in New York City (a “Primary Treasury Dealer”) selected by BBVA Securities Inc., (ii) each of Citigroup Global Markets Inc. and TD Securities (USA) LLC, or their affiliates, which are primary U.S. government securities dealers, and (iii) one other leading Primary Treasury Dealer reasonably designated by the Company; *provided, however*, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company will substitute therefor another Primary Treasury Dealer.

“Reference Treasury Dealer Quotation” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 2:00 p.m. New York time on the third business day preceding such redemption date.

“Treasury Rate” means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated maturity (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (such price expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

On and after the redemption date, interest will cease to accrue on the Notes or any portion of the Notes called for redemption (unless the Company defaults in the payment of the redemption price and accrued interest). On or before the redemption date, the Company will deposit with the Trustee or set aside, segregate and hold in trust (if the Company is acting as paying agent), funds sufficient to pay the redemption price of, and (unless the redemption date shall be an interest payment date) accrued and unpaid interest on, the Notes to be redeemed on the redemption date. If fewer than all of the Notes are to be redeemed, the Trustee shall select the Notes or portions of Notes for redemption from the outstanding Notes not previously called for redemption by such method as the Trustee shall deem fair and appropriate and in accordance with the applicable procedures of the Depositary; provided, however, that no Notes of a principal amount of \$2,000 or less shall be redeemed in part.

### **Defeasance**

The Indenture contains provisions for defeasance at any time of the entire principal of all the Securities of any series upon compliance by the Company with certain conditions set forth therein.

Certain of the Company’s obligations under the Indenture with respect to Notes, may be terminated if the Company irrevocably deposits with the Trustee money or Government Obligations sufficient to pay and discharge the entire indebtedness on a the Indenture.

### **Events of Default**

Section 501 of the Indenture shall be applicable to the Notes. If an Event of Default (other than an Event of Default described in Section 501(a)(4) or 501(a)(5) of the Indenture) with respect to the Notes shall occur and be continuing, then either the Trustee or the Holders of not less than 25% in principal amount of the Notes of this series then Outstanding may declare the entire principal amount of the Notes of this series due and payable in the manner and with effect provided in the Indenture. If an Event of Default specified in Section 501(a)(4) or Section 501(a)(5) of the Indenture occurs with respect to the Company, all of the unpaid principal amount and accrued interest then outstanding shall ipso facto become and be immediately due and payable in the manner and with the effect provided in the Indenture without any declaration or other act by the Trustee or any Holder.

## **Amendments**

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities under the Indenture at any time by the Company with the consent of the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding of each series issued under the Indenture to be affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of that series at the time Outstanding, on behalf of the Holders of all the Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to such series. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

## **Payment**

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

## **Transfer, Registration and Exchange**

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable on the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company to be maintained for that purpose in the Borough of Manhattan, The City of New York, or at any other office or agency of the Company maintained for that purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or the Holder's attorney duly authorized in writing, and thereupon due or one or more new notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of \$2,000 and any multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company, the Trustee for the Notes and any agent of the Company or such Trustee may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company, such Trustee nor any such agent shall be affected by notice to the contrary.

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The Notes are not subject to a sinking fund.

**THIS NOTE SHALL FOR ALL PURPOSES BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

Certain terms used in this Note which are defined in the Indenture have the meanings set forth therein.



ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of Mondelez International, Inc. with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

GIBSON DUNN

Gibson, Dunn &amp; Crutcher LLP

200 Park Avenue  
New York, NY 10166-0193  
Tel 212.351.4000  
www.gibsondunn.com

July 2, 2020

Mondelēz International, Inc.  
905 West Fulton Market, Suite 200  
Chicago, Illinois 60607Re: Mondelēz International, Inc.  
Registration Statement on Form S-3 (File No. 333-236787)

Ladies and Gentlemen:

We have acted as counsel to Mondelēz International, Inc., a Virginia corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a prospectus supplement, dated June 30, 2020 (the "Prospectus Supplement"), filed with the Commission on July 1, 2020 pursuant to Rule 424(b) of the Securities Act of 1933, as amended (the "Securities Act"), and the offering by the Company pursuant thereto of \$1,000,000,000 principal amount of the Company's 0.625% Notes due 2022 (the "Notes"). In connection with the offering of the Notes, we have examined the registration statement on Form S-3, File No. 333-236787 (the "Registration Statement"), under the Securities Act and the prospectus included therein.

The Notes have been issued pursuant to the Indenture, dated as of March 6, 2015 (the "Base Indenture"), between the Company and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), as modified by the Supplemental Indenture No. 1, dated as of February 13, 2019, between the Company and the Trustee and the Supplemental Indenture No. 2, dated as of April 13, 2020, between the Company and the Trustee, and as further modified in respect of the Notes by the Officers' Certificate pursuant to Sections 201 and 301 of the Base Indenture, dated as of the date hereof (the Base Indenture, as so modified, the "Indenture").

In arriving at the opinions expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of the Indenture and the Notes and such other documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render these opinions. In our examination, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. As to any facts material to these opinions, we have relied to the extent we deemed appropriate and without independent investigation upon statements and representations of officers and other representatives of the Company and others.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that the Notes are legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

Beijing • Brussels • Century City • Dallas • Denver • Dubai • Hong Kong • London • Los Angeles • Munich  
New York • Orange County • Palo Alto • Paris • San Francisco • São Paulo • Singapore • Washington, D.C.

Mondelēz International, Inc.

July 2, 2020

Page 2

The opinions expressed above are subject to the following additional exceptions, qualifications, limitations and assumptions:

A. We render no opinion herein as to matters involving the laws of any jurisdiction other than the State of New York. This opinion is limited to the effect of the current state of the laws of the State of New York and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

B. The opinions above are subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors generally, including without limitation the effect of statutory or other laws regarding fraudulent transfers or preferential transfers, and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies regardless of whether enforceability is considered in a proceeding in equity or at law.

C. We express no opinion regarding the effectiveness of (i) any waiver of stay, extension or usury laws or of unknown future rights, (ii) provisions relating to indemnification, exculpation or contribution, to the extent such provisions may be held unenforceable as contrary to public policy or federal or state securities laws, (iii) any waiver of the right to object to venue in any court, (iv) any agreement to submit to the jurisdiction of any Federal court or (v) any waiver of the right to jury trial.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Validity of the Securities" in the Registration Statement and under the caption "Validity of the Notes" in the Prospectus Supplement. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP



HUNTON ANDREWS KURTH LLP  
 RIVERFRONT PLAZA, EAST TOWER  
 951 EAST BYRD STREET  
 RICHMOND, VIRGINIA 23219-4074

TEL 804 • 788 • 8200  
 FAX 804 • 788 • 8218

July 2, 2020

Mondelēz International, Inc.  
 905 West Fulton Market, Suite 200  
 Chicago, Illinois 60607

**Mondelēz International, Inc.**  
**Public Offering of**  
**0.625% Notes due 2022**

Ladies and Gentlemen:

We have acted as special Virginia counsel to Mondelēz International, Inc., a Virginia corporation (the “Company”), for the purpose of providing this opinion in connection with the Company’s offering and sale of \$1,000,000,000 aggregate principal amount of its 0.625% Notes due 2022 (the “Notes”) pursuant to the Terms Agreement, dated June 30, 2020 (the “Terms Agreement”), among the Company and BBVA Securities Inc., Citigroup Global Markets Inc. and TD Securities (USA) LLC, as representatives of the several underwriters named in Schedule A to the Terms Agreement.

The Notes are to be issued pursuant to an indenture, dated as of March 6, 2015 (the “Indenture”), between the Company and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), as modified by (a) Supplemental Indenture No. 1, dated as of February 13, 2019 (“Supplemental Indenture No. 1”), between the Company and the Trustee, modifying certain terms of the Indenture, (b) Supplemental Indenture No. 2, dated as of the date hereof, between the Company and the Trustee, modifying certain terms of the Indenture (together with Supplemental Indenture No. 1, the “Supplemental Indentures”) and (c) the Officers’ Certificate of the Company, dated as of the date hereof (the “Certificate”), to set forth the terms of the Notes. The Notes are being offered and sold as described in the Base Prospectus, dated February 28, 2020, and the prospectus supplement thereto, dated June 30, 2020 (collectively, the “Prospectus”).

This opinion letter is being furnished in accordance with the requirements of Item 16 of Form S-3 and Item 601(b)(5)(i) of Regulation S-K.

ATLANTA AUSTIN BANGKOK BEIJING BOSTON BRUSSELS CHARLOTTE DALLAS DUBAI HOUSTON LONDON LOS ANGELES  
 MIAMI NEW YORK NORFOLK RICHMOND SAN FRANCISCO THE WOODLANDS TYSONS WASHINGTON, DC  
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In connection with this opinion letter, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, certificates of corporate officers and public officials and such other documents as we have deemed necessary for the purposes of rendering this opinion, including, among other things, (i) the Amended and Restated Articles of Incorporation and Amended and Restated By-Laws of the Company, each as amended through the date hereof, (ii) the Registration Statement on Form S-3 (Registration No. 333-236787) (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") on February 28, 2020 and the Prospectus, (iii) the Indenture, the Supplemental Indentures and the Certificate, (iv) the Amended and Restated Underwriting Agreement, dated as of February 28, 2011, (v) the Terms Agreement, (vi) the certificate referred to in Section 5(f) of the Underwriting Agreement, (vii) the Notes in global form, (viii) certain resolutions of the Board of Directors of the Company adopted on February 6, 2020 as certified by the Corporate Secretary of the Company on the date hereof as being true, complete and correct and in full force and effect (the "Board Resolutions"), (ix) the officers' certificates dated as of the date hereof executed by duly authorized officers of the Company establishing the terms of the Notes pursuant to the Board Resolutions and (x) a certificate issued by the State Corporation Commission of the Commonwealth of Virginia on the date hereof, to the effect that the Company is existing under the laws of the Commonwealth of Virginia and in good standing (the "Good Standing Certificate").

For purposes of the opinions expressed below, we have assumed (i) the authenticity of all documents submitted to us as originals, (ii) the conformity to originals of all documents submitted to us as certified, photostatic or electronic copies and the authenticity of the originals thereof, (iii) the legal capacity of natural persons, (iv) the genuineness of signatures and (v) the due authorization, execution and delivery of all documents by all parties and the validity, binding effect and enforceability thereof on such parties (other than as expressly set forth in opinion paragraph 2 below).

As to factual matters, we have relied upon the accuracy of the certificates and other comparable documents of officers and representatives of the Company, upon statements made to us in discussions with the Company's management and upon certificates and oral advice of public officials. Except as otherwise expressly indicated, we have not undertaken any independent investigation of factual matters.

We do not purport to express an opinion on any laws other than those of the Commonwealth of Virginia.

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Based upon the foregoing and such other information and documents as we have considered necessary for the purposes hereof, and subject to the assumptions, qualifications and limitations stated herein, we are of the opinion that:

1. The Company is a corporation validly existing and, based solely on the Good Standing Certificate, in good standing under the laws of the Commonwealth of Virginia as of the date hereof.
2. The Notes have been duly authorized by all necessary corporate action on the part of the Company, and have been duly executed and delivered by the Company.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.2 to the Current Report on Form 8-K to be filed by the Company relating to the Registration Statement and to the reference to our firm under the heading "Validity of the Notes" in the Prospectus. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

This opinion letter is rendered to you solely in conjunction with the offering of the Notes and may not be used or relied upon by any other person or for any other purpose, quoted in whole or in part, cited, referred to or otherwise reproduced in any other document, nor may this opinion letter or copies thereof be furnished to a third party, filed with any government agency, quoted, cited or referred to without our prior written consent. The opinions expressed in this opinion letter are rendered as of the date hereof. We expressly disclaim any obligation to advise you of any changes of law or facts that may hereafter come or be brought to our attention which would alter the opinions herein set forth. Our opinions are expressly limited to the matters set forth above and we render no opinions, whether by implication or otherwise, as to any other matters relating to the Company or the sale of the Notes.

Very truly yours,

/s/ Hunton Andrews Kurth