

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2020

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-16483



**Mondelēz International, Inc.**

(Exact name of registrant as specified in its charter)

**Virginia**

(State or other jurisdiction of  
incorporation or organization)

**52-2284372**

(I.R.S. Employer  
Identification No.)

**905 West Fulton Market, Suite 200**

**Chicago, Illinois**

(Address of principal executive offices)

**60607**

(Zip Code)

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

**Not Applicable**

(Former name, former address and former fiscal year, if changed since last report)

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 (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes

No

At April 24, 2020, there were 1,427,464,062 shares of the registrant's Class A Common Stock outstanding.

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*In this report, for all periods presented, “we,” “us,” “our,” “the Company” and “Mondelēz International” refer to Mondelēz International, Inc. and subsidiaries. References to “Common Stock” refer to our Class A Common Stock.*

## PART I – FINANCIAL INFORMATION

## Item 1. Financial Statements

**Mondelēz International, Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Earnings**  
**(in millions of U.S. dollars, except per share data)**  
**(Unaudited)**

	For the Three Months Ended March 31,	
	2020	2019
Net revenues	\$ 6,707	\$ 6,538
Cost of sales	4,256	3,945
Gross profit	2,451	2,593
Selling, general and administrative expenses	1,537	1,493
Asset impairment and exit costs	15	20
Amortization of intangibles	43	44
Operating income	856	1,036
Benefit plan non-service income	(33)	(17)
Interest and other expense, net	190	80
Earnings before income taxes	699	973
Provision for income taxes	(148)	(189)
Gains on equity method investment transactions	71	23
Equity method investment net earnings	138	113
Net earnings	760	920
Noncontrolling interest earnings	(7)	(6)
Net earnings attributable to Mondelēz International	\$ 753	\$ 914
Per share data:		
Basic earnings per share attributable to Mondelēz International	\$ 0.53	\$ 0.63
Diluted earnings per share attributable to Mondelēz International	\$ 0.52	\$ 0.63

See accompanying notes to the condensed consolidated financial statements.

**Mondelēz International, Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Comprehensive Earnings**  
**(in millions of U.S. dollars)**  
**(Unaudited)**

	For the Three Months Ended March 31,	
	2020	2019
Net earnings	\$ 760	\$ 920
Other comprehensive earnings/(losses), net of tax:		
Currency translation adjustment	(1,511)	190
Pension and other benefit plans	79	10
Derivative cash flow hedges	60	(69)
Total other comprehensive earnings/(losses)	(1,372)	131
Comprehensive earnings/(losses)	(612)	1,051
less: Comprehensive earnings/(losses) attributable to noncontrolling interests	2	5
Comprehensive earnings/(losses) attributable to Mondelēz International	\$ (614)	\$ 1,046

See accompanying notes to the condensed consolidated financial statements.

**Mondelēz International, Inc. and Subsidiaries**  
**Condensed Consolidated Balance Sheets**  
(in millions of U.S. dollars, except share data)  
(Unaudited)

	March 31, 2020	December 31, 2019
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,925	\$ 1,291
Trade receivables (net of allowances of \$39 at March 31, 2020 and \$35 at December 31, 2019)	2,628	2,212
Other receivables (net of allowances of \$40 at March 31, 2020 and \$44 at December 31, 2019)	670	715
Inventories, net	2,441	2,546
Other current assets	1,404	866
Total current assets	9,068	7,630
Property, plant and equipment, net	8,054	8,733
Operating lease right of use assets	590	568
Goodwill	20,216	20,848
Intangible assets, net	17,271	17,957
Prepaid pension assets	537	516
Deferred income taxes	708	726
Equity method investments	6,887	7,212
Other assets	267	359
<b>TOTAL ASSETS</b>	<b>\$ 63,598</b>	<b>\$ 64,549</b>
<b>LIABILITIES</b>		
Short-term borrowings	\$ 4,764	\$ 2,638
Current portion of long-term debt	1,672	1,581
Accounts payable	5,554	5,853
Accrued marketing	1,848	1,836
Accrued employment costs	573	769
Other current liabilities	2,593	2,645
Total current liabilities	17,004	15,322
Long-term debt	13,354	14,207
Long-term operating lease liabilities	433	403
Deferred income taxes	3,308	3,338
Accrued pension costs	1,110	1,190
Accrued postretirement health care costs	376	387
Other liabilities	2,261	2,351
<b>TOTAL LIABILITIES</b>	<b>37,846</b>	<b>37,198</b>
Commitments and Contingencies (Note 12)		
<b>EQUITY</b>		
Common Stock, no par value (5,000,000,000 shares authorized and 1,996,537,778 shares issued at March 31, 2020 and December 31, 2019)	—	—
Additional paid-in capital	31,990	32,019
Retained earnings	26,961	26,653
Accumulated other comprehensive losses	(11,625)	(10,258)
Treasury stock, at cost (569,185,208 shares at March 31, 2020 and 561,531,524 shares at December 31, 2019)	(21,652)	(21,139)
Total Mondelēz International Shareholders' Equity	25,674	27,275
Noncontrolling interest	78	76
<b>TOTAL EQUITY</b>	<b>25,752</b>	<b>27,351</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 63,598</b>	<b>\$ 64,549</b>

See accompanying notes to the condensed consolidated financial statements.

**Mondelēz International, Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Equity**  
(in millions of U.S. dollars, except per share data)  
**(Unaudited)**

Mondelēz International Shareholders' Equity							
	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Earnings/ (Losses)	Treasury Stock	Non-controlling Interest	Total Equity
<b>Three Months Ended March 31, 2020</b>							
Balances at January 1, 2020	\$ —	\$ 32,019	\$ 26,653	\$ (10,258)	\$ (21,139)	\$ 76	\$ 27,351
Comprehensive earnings/(losses):							
Net earnings	—	—	753	—	—	7	760
Other comprehensive earnings/(losses), net of income taxes	—	—	—	(1,367)	—	(5)	(1,372)
Exercise of stock options and issuance of other stock awards	—	(29)	(38)	—	188	—	121
Common Stock repurchased	—	—	—	—	(701)	—	(701)
Cash dividends declared (\$0.285 per share)	—	—	(408)	—	—	—	(408)
Dividends paid on noncontrolling interest and other activities	—	—	1	—	—	—	1
Balances at March 31, 2020	<u>\$ —</u>	<u>\$ 31,990</u>	<u>\$ 26,961</u>	<u>\$ (11,625)</u>	<u>\$ (21,652)</u>	<u>\$ 78</u>	<u>\$ 25,752</u>
<b>Three Months Ended March 31, 2019</b>							
Balances at January 1, 2019	\$ —	\$ 31,961	\$ 24,491	\$ (10,630)	\$ (20,185)	\$ 76	\$ 25,713
Comprehensive earnings/(losses):							
Net earnings	—	—	914	—	—	6	920
Other comprehensive earnings/(losses), net of income taxes	—	—	—	132	—	(1)	131
Exercise of stock options and issuance of other stock awards	—	(28)	(76)	—	289	—	185
Common Stock repurchased	—	—	—	—	(665)	—	(665)
Cash dividends declared (\$0.26 per share)	—	—	(375)	—	—	—	(375)
Balances at March 31, 2019	<u>\$ —</u>	<u>\$ 31,933</u>	<u>\$ 24,954</u>	<u>\$ (10,498)</u>	<u>\$ (20,561)</u>	<u>\$ 81</u>	<u>\$ 25,909</u>

See accompanying notes to the condensed consolidated financial statements.

**Mondelēz International, Inc. and Subsidiaries**  
**Condensed Consolidated Statements of Cash Flows**  
(in millions of U.S. dollars)  
(Unaudited)

	For the Three Months Ended March 31,	
	2020	2019
<b>CASH PROVIDED BY/(USED IN) OPERATING ACTIVITIES</b>		
Net earnings	\$ 760	\$ 920
Adjustments to reconcile net earnings to operating cash flows:		
Depreciation and amortization	256	258
Stock-based compensation expense	28	32
Deferred income tax provision/(benefit)	(26)	2
Asset impairments and accelerated depreciation	—	5
Gains on equity method investment transactions	(71)	(23)
Equity method investment net earnings	(138)	(113)
Distributions from equity method investments	165	160
Other non-cash items, net	126	16
Change in assets and liabilities, net of acquisitions and divestitures:		
Receivables, net	(610)	(570)
Inventories, net	(48)	(36)
Accounts payable	206	(139)
Other current assets	(217)	47
Other current liabilities	(71)	(45)
Change in pension and postretirement assets and liabilities, net	(76)	(49)
Net cash provided by operating activities	<u>284</u>	<u>465</u>
<b>CASH PROVIDED BY/(USED IN) INVESTING ACTIVITIES</b>		
Capital expenditures	(214)	(265)
Proceeds from divestitures including equity method investments	185	—
Other	(26)	42
Net cash used in investing activities	<u>(55)</u>	<u>(223)</u>
<b>CASH PROVIDED BY/(USED IN) FINANCING ACTIVITIES</b>		
Issuances of commercial paper, maturities greater than 90 days	157	610
Repayments of commercial paper, maturities greater than 90 days	(497)	(1,549)
Net issuances of other short-term borrowings	2,477	1,815
Long-term debt proceeds	—	597
Long-term debt repaid	(670)	(403)
Repurchase of Common Stock	(720)	(646)
Dividends paid	(409)	(380)
Other	117	157
Net cash provided by financing activities	<u>455</u>	<u>201</u>
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(60)	(1)
Cash, cash equivalents and restricted cash:		
Increase	624	442
Balance at beginning of period	1,328	1,100
Balance at end of period	<u>\$ 1,952</u>	<u>\$ 1,542</u>

See accompanying notes to the condensed consolidated financial statements.



**Mondelēz International, Inc. and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements**  
**(Unaudited)**

**Note 1. Basis of Presentation**

Our interim condensed consolidated financial statements are unaudited. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") have been omitted. It is management's opinion that these financial statements include all normal and recurring adjustments necessary for a fair presentation of our results of operations, financial position and cash flows. Results of operations for any interim period are not necessarily indicative of future or annual results. For a complete set of consolidated financial statements and related notes, refer to our Annual Report on Form 10-K for the year ended December 31, 2019.

*Principles of Consolidation:*

The condensed consolidated financial statements include Mondelēz International, Inc. as well as our wholly owned and majority owned subsidiaries, except our Venezuelan subsidiaries that were deconsolidated in 2015. All intercompany transactions are eliminated. The noncontrolling interest represents the noncontrolling investors' interests in the results of subsidiaries that we control and consolidate. We account for investments over which we exercise significant influence under the equity method of accounting. Investments over which we do not have significant influence or control are not material and are carried at cost as there is no readily determinable fair value for the equity interests.

*Currency Translation and Highly Inflationary Accounting:*

We translate the results of operations of our subsidiaries from multiple currencies using average exchange rates during each period and translate balance sheet accounts using exchange rates at the end of each period. We record currency translation adjustments as a component of equity (except for highly inflationary currencies) and realized exchange gains and losses on transactions in earnings.

Highly inflationary accounting is triggered when a country's three-year cumulative inflation rate exceeds 100%. It requires the remeasurement of financial statements of subsidiaries in the country from the functional currency of the subsidiary to our U.S. dollar reporting currency, with currency remeasurement gains or losses recorded in earnings. As discussed below, beginning on July 1, 2018, we began to apply highly inflationary accounting for our operations in Argentina.

*Argentina.* During the second quarter of 2018, primarily based on published estimates that indicated that Argentina's three-year cumulative inflation rate exceeded 100%, we concluded that Argentina became a highly inflationary economy for accounting purposes. As of July 1, 2018, we began to apply highly inflationary accounting for our Argentinian subsidiaries and changed their functional currency from the Argentinian peso to the U.S. dollar. On July 1, 2018, both monetary and non-monetary assets and liabilities denominated in Argentinian pesos were remeasured into U.S. dollars using the exchange rate as of the balance sheet date, with remeasurement and other transaction gains and losses recorded in net earnings. As of March 31, 2020, our Argentinian operations had \$9 million of Argentinian peso denominated net monetary assets. Our Argentinian operations contributed \$98 million, or 1.5% of consolidated net revenues in the three months ended March 31, 2020. Within selling, general and administrative expenses, we recorded a remeasurement loss of \$2 million during the three months ended March 31, 2020 as well as a remeasurement loss of \$2 million during the three months ended March 31, 2019 related to the revaluation of the Argentinian peso denominated net monetary position over these periods.

*Brexit.* In the three months ended March 31, 2020, we generated 9.4% of our consolidated net revenues in the United Kingdom. On January 31, 2020, the United Kingdom began the withdrawal process from the European Union under the European and U.K. Parliament approved Withdrawal Agreement. During a transition period currently scheduled to end on December 31, 2020, the United Kingdom will effectively remain in the E.U.'s customs union and single market while a trade deal with the European Union is negotiated. The deadline for extending the transition period ends on June 30, 2020. If the transition period is not extended, on December 31, 2020, the United Kingdom will either exit the European Union without a trade deal or will begin a new trade relationship with the European Union. During the transition period, we continue to take protective measures in response to the potential impacts on our results of operations and financial condition. Following the Brexit vote in June 2016, there was significant volatility in the global stock markets and currency exchange rates. The value of the British pound sterling relative to the U.S. dollar declined significantly and negatively affected our translated results reported in U.S. dollars. If the ultimate terms of the United Kingdom's separation from the European Union negatively impact the

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U.K. economy or result in disruptions to sales or our supply chain, the impact to our results of operations and financial condition could be material. We have taken measures to increase our resources in customer service & logistics together with increasing our inventory levels of imported raw materials, packaging and finished goods in the United Kingdom to help us manage through the Brexit transition and the inherent risks.

*Other Countries.* Since we sell our products in over 150 countries and have operations in approximately 80 countries, we monitor economic and currency-related risks and seek to take protective measures in response to these exposures, including the impacts related to the global outbreak of the novel coronavirus ("COVID-19") during the first quarter of 2020. Most countries in which we do business have recently experienced periods of significant economic uncertainty as well as exchange rate volatility. We continue to monitor the COVID-19 and other impacts to our business operations, currencies and net monetary exposures in the countries in which we operate. At this time, except for Argentina which is accounted for as a highly inflationary economy, we do not anticipate any other countries in which we operate to be at risk of becoming highly inflationary countries.

*Cash, Cash Equivalents and Restricted Cash:*

Cash and cash equivalents include demand deposits with banks and all highly liquid investments with original maturities of three months or less. We also have restricted cash that is recorded within other current assets and which was \$27 million as of March 31, 2020 and \$37 million as of December 31, 2019. Total cash, cash equivalents and restricted cash was \$1,952 million as of March 31, 2020 and \$1,328 million as of December 31, 2019.

*Allowances for Credit Losses:*

The allowances for credit losses are recorded against our receivables. They are developed at a country and region level based on historical collection experiences, current economic condition of specific customers and the forecasted economic condition of countries using various factors such as bond default rates and consumption indexes. We write-off receivables once it is determined that the receivables are no longer collectible and as allowed by local laws.

Changes in allowances for credit losses consisted of:

	Allowance for Trade Receivables	Allowance for Other Current Receivables	Allowance for Long-Term Receivables
	(in millions)		
Balance at January 1, 2020	\$ (35)	\$ (44)	\$ (14)
Current period provision for expected credit losses	(5)	1	(2)
Currency	1	3	3
Balance at March 31, 2020	<u>\$ (39)</u>	<u>\$ (40)</u>	<u>\$ (13)</u>

*Transfers of Financial Assets:*

We account for transfers of financial assets, such as uncommitted revolving non-recourse accounts receivable factoring arrangements, when we have surrendered control over the related assets. Determining whether control has transferred requires an evaluation of relevant legal considerations, an assessment of the nature and extent of our continuing involvement with the assets transferred and any other relevant considerations. We use receivable factoring arrangements periodically when circumstances are favorable to manage liquidity. We have non-recourse factoring arrangements in which we sell eligible trade receivables primarily to banks in exchange for cash. We may then continue to collect the receivables sold, acting solely as a collecting agent on behalf of the banks. The outstanding principal amount of receivables under these arrangements amounted to \$840 million as of March 31, 2020 and \$760 million as of December 31, 2019. The incremental cost of factoring receivables under this arrangement was not material for all periods presented. The proceeds from the sales of receivables are included in cash from operating activities in the condensed consolidated statements of cash flows.

*Non-Cash Lease Transactions:*

We recorded \$89 million in operating lease and \$25 million in finance lease right-of-use assets obtained in exchange for lease obligations during the three months ended March 31, 2020 and \$26 million in operating lease and \$7 million in finance lease right-of-use assets obtained in exchange for lease obligations during the three months ended March 31, 2019.

*New Accounting Pronouncements:*

In December 2019, the Financial Accounting Standards Board ("FASB") issued an Accounting Standards Update ("ASU") that removes certain exceptions in accounting for income taxes, improves consistency in application and clarifies existing guidance. This ASU is effective for fiscal years beginning after December 15, 2020, with early adoption permitted. We do not expect this ASU to have a material impact on our consolidated financial statements.

In August 2018, the FASB issued an ASU that aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs for internal-use software. This ASU is effective for fiscal years beginning after December 15, 2019, with early adoption permitted. On January 1, 2020, we adopted the standard on a prospective basis and the standard did not have a material impact to our first quarter 2020 consolidated financial results.

In August 2018, the FASB issued an ASU that modifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. The ASU is effective for fiscal years ending after December 15, 2020, with early adoption permitted. We will adopt this standard and reflect the changes to our 2020 annual disclosures. This ASU is not expected to have an impact on our consolidated financial statements.

In August 2018, the FASB issued an ASU that modifies the disclosure requirements on fair value measurements. The ASU is effective for fiscal years beginning after December 15, 2019, with early adoption permitted. We adopted the standard on January 1, 2020 and there was no material impact to our consolidated financial statements upon adoption.

In June 2016, the FASB issued an ASU on the measurement of credit losses on financial instruments. This ASU requires entities to measure the impairment of certain financial instruments, including trade receivables, based on expected losses rather than incurred losses. This ASU is effective for fiscal years beginning after December 15, 2019. We adopted the standard on January 1, 2020 using the modified retrospective basis and there was no material impact to our consolidated financial statements.

**Note 2. Acquisitions and Divestitures**

On April 1, 2020, we acquired a significant majority interest in Give & Go, a North American leader in fully-finished sweet baked goods and owners of the famous *two-bite*<sup>®</sup> brand of brownies and the *Create-A-Treat*<sup>®</sup> brand, known for cookie and gingerbread house decorating kits. The acquisition of Give and Go provides access to the in-store bakery channel as well as expands our position in broader snacking. The purchase consideration for Give & Go totaled approximately \$1.2 billion. Funding for the acquisition consisted of short-term borrowings and cash on hand. We are currently in the process of determining the allocation of the purchase price, which we expect to predominantly be allocated to identifiable intangible assets and goodwill. During the first quarter of 2020, we incurred \$5 million of acquisition-related costs.

On July 16, 2019, we acquired a majority interest in a U.S. refrigerated nutrition bar company, Perfect Snacks, within our North America segment for \$284 million cash paid, net of cash received, and expanded our position in broader snacking. During the first quarter of 2020, we finalized the purchase price allocation of \$31 million to definite-lived intangible assets, \$107 million to indefinite-lived intangible assets, \$150 million to goodwill, \$1 million to property, plant and equipment, \$12 million to inventory, \$8 million to accounts receivable, \$13 million to current liabilities, \$3 million to deferred tax liabilities and \$9 million to other liabilities. The acquisition added incremental net revenues of \$32 million and an immaterial amount of incremental operating income during the three months ended March 31, 2020.

On May 28, 2019, we completed the sale of most of our cheese business in the Middle East and Africa to Arla Foods of Denmark. In 2019, we received cash proceeds of \$161 million and divested \$19 million of current assets and \$96 million of non-current assets. We also recorded a net pre-tax gain of \$44 million on the sale. The divestiture resulted in a quarter-over-quarter decline in net revenues of \$33 million and an immaterial amount of lost operating income during the three months ended March 31, 2020.

**Note 3. Inventories**

Inventories consisted of the following:

	As of March 31, 2020	As of December 31, 2019
(in millions)		
Raw materials	\$ 702	\$ 707
Finished product	1,848	1,953
	2,550	2,660
Inventory reserves	(109)	(114)
Inventories, net	\$ 2,441	\$ 2,546

**Note 4. Property, Plant and Equipment**

Property, plant and equipment consisted of the following:

	As of March 31, 2020	As of December 31, 2019
(in millions)		
Land and land improvements	\$ 402	\$ 422
Buildings and building improvements	2,961	3,140
Machinery and equipment	10,669	11,295
Construction in progress	553	680
	14,585	15,537
Accumulated depreciation	(6,531)	(6,804)
Property, plant and equipment, net	\$ 8,054	\$ 8,733

For the three months ended March 31, 2020, capital expenditures of \$214 million excluded \$259 million of accrued capital expenditures remaining unpaid at March 31, 2020 and included payment for a portion of the \$334 million of capital expenditures that were accrued and unpaid at December 31, 2019. For the three months ended March 31, 2019, capital expenditures of \$265 million excluded \$218 million of accrued capital expenditures remaining unpaid at March 31, 2019 and included payment for a portion of the \$331 million of capital expenditures that were accrued and unpaid at December 31, 2018.

In connection with our restructuring program, we recorded non-cash property, plant and equipment write-downs (including accelerated depreciation and asset impairments) in the condensed consolidated statements of earnings within asset impairment and exit costs and within the segment results as follows (refer to Note 7, *Restructuring Program*).

	For the Three Months Ended March 31,	
	2020	2019
(in millions)		
Latin America	\$ —	\$ —
AMEA	(1)	1
Europe	1	1
North America	1	3
Non-cash property, plant and equipment write-downs	\$ 1	\$ 5

## Note 5. Goodwill and Intangible Assets

Goodwill by segment was:

	As of March 31, 2020	As of December 31, 2019
	(in millions)	
Latin America	\$ 662	\$ 818
AMEA	2,981	3,151
Europe	7,272	7,523
North America	9,301	9,356
Goodwill	<u>\$ 20,216</u>	<u>\$ 20,848</u>

Intangible assets consisted of the following:

	As of March 31, 2020	As of December 31, 2019
	(in millions)	
Non-amortizable intangible assets	\$ 16,674	\$ 17,296
Amortizable intangible assets	2,267	2,374
	<u>18,941</u>	<u>19,670</u>
Accumulated amortization	(1,670)	(1,713)
Intangible assets, net	<u>\$ 17,271</u>	<u>\$ 17,957</u>

Non-amortizable intangible assets consist principally of brand names purchased through our acquisitions of Nabisco Holdings Corp., the Spanish and Portuguese operations of United Biscuits, the global *LU* biscuit business of Groupe Danone S.A. and Cadbury Limited. Amortizable intangible assets consist primarily of brands, customer-related intangibles, process technology, licenses and non-compete agreements.

Amortization expense for intangible assets was \$43 million for the three months ended March 31, 2020 and \$44 million for the three months ended March 31, 2019. For the next five years, we currently estimate annual amortization expense of approximately \$170 million in 2020, approximately \$90 million in 2021 and approximately \$80 million in 2022-2024 (reflecting March 31, 2020 exchange rates).

Changes in goodwill and intangible assets consisted of:

	Goodwill	Intangible Assets, at cost
	(in millions)	
Balance at January 1, 2020	\$ 20,848	\$ 19,670
Currency	(632)	(729)
Balance at March 31, 2020	<u>\$ 20,216</u>	<u>\$ 18,941</u>

During our 2019 annual testing of non-amortizable intangible assets, we recorded \$57 million of impairment charges in the third quarter of 2019 related to nine brands. We recorded charges related to gum, chocolate, biscuits and candy brands of \$39 million in Europe, \$15 million in AMEA and \$3 million in Latin America. We also identified fourteen brands, including the nine impaired brands, with \$616 million of aggregate book value as of March 31, 2020, that each had a fair value in excess of book value of 10% or less. We believe our current plans for each of these brands will allow them to not be impaired, but if the brand earnings expectations are not met or specific valuation factors outside of our control, such as discount rates, change significantly, then a brand or brands could become impaired in the future.

During Q1 2020, we evaluated our goodwill and intangible asset impairment risk using both qualitative and quantitative analysis and in light of the COVID-19 global pandemic. Based on the financial performance of our goodwill reporting units and intangible assets during the first quarter of 2020 and review of other significant fair value assumptions, we concluded that no impairment indicators were present that would require a full impairment assessment. We will continue to monitor the potential for asset impairment risk over coming quarters.

## Note 6. Equity Method Investments

Equity method investments consist of our investments in entities in which we maintain an equity ownership interest and apply the equity method of accounting due to our ability to exert significant influence over decisions relating to their operating and financial affairs. Revenue and expenses of our equity method investees are not consolidated into our financial statements; rather, our proportionate share of the earnings of each investee is reflected as equity method investment net earnings. The carrying values of our equity method investments are also impacted by our proportionate share of items impacting the investee's accumulated other comprehensive income or losses and other items, such as our share of investee dividends.

Our equity method investments include, but are not limited to, our ownership interests in Jacobs Douwe Egberts ("JDE"), Keurig Dr Pepper Inc. (NYSE: "KDP"), Dong Suh Foods Corporation and Dong Suh Oil & Fats Co. Ltd. As of March 31, 2020, we owned 26.4%, 13.1%, 50.0% and 49.0%, respectively, of these companies' outstanding shares.

Our investments accounted for under the equity method of accounting totaled \$6,887 million as of March 31, 2020 and \$7,212 million as of December 31, 2019. We recorded equity earnings and cash dividends of \$138 million and \$165 million in the first three months of 2020 and equity earnings and cash dividends of \$113 million and \$160 million in the first three months of 2019.

### *Keurig Dr Pepper Transactions:*

On July 9, 2018, Keurig Green Mountain, Inc. ("Keurig") closed on its definitive merger agreement with Dr Pepper Snapple Group, Inc., and formed KDP, a publicly traded company. Following the close of the transaction, our 24.2% investment in Keurig together with our shareholder loan receivable became a 13.8% investment in KDP. During 2018, we recorded a net pre-tax gain of \$778 million (or \$586 million after-tax). We hold two director positions on the KDP board as well as additional governance rights. As we continue to have significant influence, we continue to account for our investment in KDP under the equity method, resulting in recognizing our share of their earnings within our earnings and our share of their dividends within our cash flows.

In connection with this transaction, we changed our accounting principle during the third quarter of 2018 to reflect our share of Keurig's historical and KDP's ongoing earnings on a one-quarter lag basis while we continue to record dividends when cash is received. We determined a lag was preferable as it enables us to continue to report our quarterly and annual results on a timely basis and to record our share of KDP's ongoing results once KDP has publicly reported its results. The change was retrospectively applied to all prior periods presented.

During the first quarter of 2019, we recognized a pre-tax gain of \$23 million (or \$18 million after-tax) related to the impact of a KDP acquisition that decreased our ownership interest from 13.8% to 13.6%.

On March 4, 2020, we participated in a secondary offering of KDP shares and sold approximately 6.8 million shares, which reduced our ownership interest by 0.5% to 13.1% of the total outstanding shares. We received \$185 million of proceeds and recorded a pre-tax gain of \$71 million (or \$54 million after-tax) during the three months ended March 31, 2020. We continue to retain significant influence.

Based on the quoted closing price as of March 31, 2020, the fair value of our investment in KDP was \$4.5 billion, which exceeded the carrying value of our investment.

**Note 7. Restructuring Program**

On May 6, 2014, our Board of Directors approved a \$3.5 billion 2014-2018 restructuring program and up to \$2.2 billion of capital expenditures. On August 31, 2016, our Board of Directors approved a \$600 million reallocation between restructuring program cash costs and capital expenditures so the \$5.7 billion program consisted of approximately \$4.1 billion of restructuring program charges (\$3.1 billion cash costs and \$1.0 billion non-cash costs) and up to \$1.6 billion of capital expenditures. On September 6, 2018, our Board of Directors approved an extension of the restructuring program through 2022, an increase of \$1.3 billion in the program charges and an increase of \$700 million in capital expenditures. The total \$7.7 billion program now consists of \$5.4 billion of program charges (\$4.1 billion of cash costs and \$1.3 billion of non-cash costs) and total capital expenditures of \$2.3 billion to be incurred over the life of the program. The current restructuring program, as increased and extended by these actions, is now called the Simplify to Grow Program.

The primary objective of the Simplify to Grow Program is to reduce our operating cost structure in both our supply chain and overhead costs. The program covers severance as well as asset disposals and other manufacturing and procurement-related one-time costs. Since inception, we have incurred total restructuring and implementation charges of \$4.4 billion related to the Simplify to Grow Program. We expect to incur the program charges by year-end 2022.

*Restructuring Costs:*

The Simplify to Grow Program liability activity for the three months ended March 31, 2020 was:

	Severance and related costs	Asset Write-downs	Total
	(in millions)		
Liability balance, January 1, 2020	\$ 301	\$ —	\$ 301
Charges	14	1	15
Cash spent	(37)	—	(37)
Non-cash settlements/adjustments	(2)	(1)	(3)
Currency	(11)	—	(11)
Liability balance, March 31, 2020	<u>\$ 265</u>	<u>\$ —</u>	<u>\$ 265</u>

We recorded restructuring charges of \$15 million in the first three months of 2020 and \$20 million in the first three months of 2019 within asset impairment and exit costs and benefit plan non-service income. We spent \$37 million in the first three months of 2020 and \$53 million in the first three months of 2019 in cash severance and related costs. We also recognized non-cash pension settlement losses (refer to Note 10, *Benefit Plans*), non-cash asset write-downs (including accelerated depreciation and asset impairments) and other non-cash adjustments totaling \$3 million in the first three months of 2020 and \$29 million in the first three months of 2019. At March 31, 2020, \$243 million of our net restructuring liability was recorded within other current liabilities and \$22 million was recorded within other long-term liabilities.

*Implementation Costs:*

Implementation costs are directly attributable to restructuring activities; however, they do not qualify for special accounting treatment as exit or disposal activities. We believe the disclosure of implementation costs provides readers of our financial statements with more information on the total costs of our Simplify to Grow Program. Implementation costs primarily relate to reorganizing our operations and facilities in connection with our supply chain reinvention program and other identified productivity and cost saving initiatives. The costs include incremental expenses related to the closure of facilities, costs to terminate certain contracts and the simplification of our information systems. Within our continuing results of operations, we recorded implementation costs of \$43 million in the first three months of 2020 and \$50 million in the first three months of 2019. We recorded these costs within cost of sales and general corporate expense within selling, general and administrative expenses.



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**Restructuring and Implementation Costs:**

During the three months ended March 31, 2020 and March 31, 2019, and since inception of the Simplify to Grow Program, we recorded the following restructuring and implementation costs within segment operating income and earnings before income taxes:

	Latin America	AMEA	Europe	North America <sup>(1)</sup>	Corporate <sup>(2)</sup>	Total
	(in millions)					
<b>For the Three Months Ended March 31, 2020</b>						
Restructuring Costs	\$ 4	\$ (1)	\$ 3	\$ 2	\$ 7	\$ 15
Implementation Costs	7	3	14	10	9	43
Total	\$ 11	\$ 2	\$ 17	\$ 12	\$ 16	\$ 58
<b>For the Three Months Ended March 31, 2019</b>						
Restructuring Costs	\$ —	\$ 6	\$ —	\$ 6	\$ 8	\$ 20
Implementation Costs	15	7	11	4	13	50
Total	\$ 15	\$ 13	\$ 11	\$ 10	\$ 21	\$ 70
<b>Total Project <sup>(3)</sup></b>						
Restructuring Costs	\$ 521	\$ 534	\$ 1,079	\$ 471	\$ 136	\$ 2,741
Implementation Costs	276	209	462	394	316	1,657
Total	\$ 797	\$ 743	\$ 1,541	\$ 865	\$ 452	\$ 4,398

(1) During 2019, our North America region implementation costs included incremental costs that we incurred related to renegotiating collective bargaining agreements that expired in February 2016 for eight U.S. facilities and related to executing business continuity plans for the North America business.

(2) The Corporate column includes minor adjustments for pension settlement losses and rounding.

(3) Includes all charges recorded since program inception on May 6, 2014 through March 31, 2020.

**Note 8. Debt and Borrowing Arrangements**
**Short-Term Borrowings:**

Our short-term borrowings and related weighted-average interest rates consisted of:

	As of March 31, 2020		As of December 31, 2019	
	Amount Outstanding	Weighted-Average Rate	Amount Outstanding	Weighted-Average Rate
(in millions, except percentages)				
Commercial paper	\$ 3,695	2.0%	\$ 2,581	2.0%
Credit facility borrowings	1,000	1.7%	—	—
Bank loans	69	5.2%	57	5.2%
Total short-term borrowings	\$ 4,764		\$ 2,638	

As of March 31, 2020, commercial paper issued and outstanding had between 1 and 80 days remaining to maturity. Commercial paper borrowings since year end increased to finance the payment of long-term debt maturities, share repurchases and dividend payments.

Some of our international subsidiaries maintain primarily uncommitted credit lines to meet short-term working capital needs. Collectively, these credit lines amounted to \$1.4 billion at March 31, 2020 and \$1.7 billion at December 31, 2019. Borrowings on these lines were \$69 million at March 31, 2020 and \$57 million at December 31, 2019.



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On March 24, 2020, we entered into a \$1.75 billion revolving credit agreement for a 364-day senior unsecured credit facility that expires on March 23, 2021. On April 1, 2020, we increased the credit facility from \$1.75 billion to \$1.95 billion. The agreement includes terms and conditions similar to our existing \$4.5 billion multi-year credit facility discussed below with the exception of a requirement that, once the mandatory repayment obligations of the \$2.5 billion revolving credit facility described below are satisfied, any proceeds from additional long-term debt issuances of up to \$1.95 billion must be used to repay outstanding borrowings under the credit facility and reduce the remaining capacity. As of March 31, 2020, no amounts were drawn on the facility.

On March 6, 2020, we entered into a \$2.5 billion revolving credit agreement for a 364-day unsecured credit facility that expires on March 5, 2021. The agreement includes terms and conditions similar to our existing \$4.5 billion multi-year credit facility discussed below with the exception of a requirement that any proceeds from long-term debt issuances of up to \$2.5 billion in aggregate must be used to repay outstanding borrowings under the credit facility and reduce the remaining capacity. On March 12, 2020, we borrowed \$1.0 billion as a strategic decision to increase cash on hand in light of the uncertainty in the global markets resulting from the COVID-19 outbreak. During April 2020, we drew an additional \$1.25 billion on the facility primarily to fund the acquisition of Give & Go. Subsequently, we repaid \$1.25 billion of the facility and reduced the size of the credit facility to \$1.5 billion resulting in a remaining draw capacity of \$0.5 billion.

On February 26, 2020, we entered into a \$1.5 billion revolving credit agreement for a 364-day senior unsecured credit facility that expires on February 24, 2021. The agreement replaces our previous credit agreement that was scheduled to expire on February 26, 2020 and includes the same terms and conditions as our existing \$4.5 billion multi-year credit facility discussed below. As of March 31, 2020, no amounts were drawn on the facility.

We also maintain a \$4.5 billion multi-year senior unsecured revolving credit facility for general corporate purposes, including working capital needs, and to support our commercial paper program. The credit facility is scheduled to expire on February 27, 2024. The revolving credit agreement includes a covenant that we maintain a minimum shareholders' equity of at least \$24.6 billion, excluding accumulated other comprehensive earnings/(losses), the cumulative effects of any changes in accounting principles and earnings/(losses) recognized in connection with the ongoing application of any mark-to-market accounting for pensions and other retirement plans. At March 31, 2020, we complied with this covenant as our shareholders' equity, as defined by the covenant, was \$37.3 billion. The revolving credit facility also contains customary representations, covenants and events of default. There are no credit rating triggers, provisions or other financial covenants that could require us to post collateral as security. As of March 31, 2020, no amounts were drawn on the facility.

### *Long-Term Debt:*

On April 13, 2020, we issued \$1.0 billion of U.S. dollar denominated notes, consisting of \$500 million 2.125% notes that mature on April 13, 2023 and \$500 million 2.750% notes that mature on April 13, 2030. We received proceeds of \$991.3 million, net of discounts and associated financing costs. The proceeds were used to repay amounts outstanding under our revolving credit agreement. We recorded approximately \$8.7 million of deferred financing costs and discounts that will be amortized evenly into interest expense over the life of the notes.

On March 30, 2020, fr225 million (or \$235 million) of our 0.05% Swiss franc notes matured. The notes and accrued interest to date were paid from the amounts drawn on our 364-day revolving credit facility, commercial paper and cash on hand.

On February 10, 2020, \$427 million of our 5.375% U.S. dollar notes matured. The bonds and accrued interest to date were paid with the issuance of commercial paper and cash on hand.

### *Fair Value of Our Debt:*

The fair value of our short-term borrowings at March 31, 2020 and December 31, 2019 reflects current market interest rates and approximates the amounts we have recorded on our condensed consolidated balance sheets. The fair value of our long-term debt was determined using quoted prices in active markets (Level 1 valuation data) for the publicly traded debt obligations. At March 31, 2020, the aggregate fair value of our total debt was \$20,410 million and its carrying value was \$19,790 million. At December 31, 2019, the aggregate fair value of our total debt was \$19,388 million and its carrying value was \$18,426 million.

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*Interest and Other Expense, net:*

Interest and other expense, net consisted of:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
Interest expense, debt	\$ 110	\$ 123
Loss related to interest rate swaps	103	—
Other (income)/expense, net	(23)	(43)
Interest and other expense, net	<u>\$ 190</u>	<u>\$ 80</u>

Other income includes amounts excluded from hedge effectiveness related to our net investment hedge derivative contracts and totaled \$33 million for the three months ended March 31, 2020 and \$33 million for the three months ended March 31, 2019.

**Note 9. Financial Instruments**

*Fair Value of Derivative Instruments:*

Derivative instruments were recorded at fair value in the condensed consolidated balance sheets as follows:

	As of March 31, 2020		As of December 31, 2019	
	Asset Derivatives	Liability Derivatives	Asset Derivatives	Liability Derivatives
	(in millions)			
<b>Derivatives designated as accounting hedges:</b>				
Interest rate contracts	\$ 73	\$ 13	\$ 19	\$ 190
Net investment hedge derivative contracts <sup>(1)</sup>	641	—	312	65
	<u>\$ 714</u>	<u>\$ 13</u>	<u>\$ 331</u>	<u>\$ 255</u>
<b>Derivatives not designated as accounting hedges:</b>				
Currency exchange contracts	\$ 158	\$ 136	\$ 67	\$ 50
Commodity contracts	180	342	201	120
	<u>\$ 338</u>	<u>\$ 478</u>	<u>\$ 268</u>	<u>\$ 170</u>
Total fair value	<u>\$ 1,052</u>	<u>\$ 491</u>	<u>\$ 599</u>	<u>\$ 425</u>

(1) Net investment hedge derivative contracts consist of cross-currency interest rate swaps and forward contracts. We also designate some of our non-U.S. dollar denominated debt to hedge a portion of our net investments in our non-U.S. operations. This debt is not reflected in the table above, but is included in long-term debt discussed in Note 8, *Debt and Borrowing Arrangements*. Both net investment hedge derivative contracts and non-U.S. dollar denominated debt acting as net investment hedges are also disclosed in the *Derivative Volume* table and the *Hedges of Net Investments in International Operations* section appearing later in this footnote.

Derivatives designated as accounting hedges include cash flow and net investment hedge derivative contracts. Our currency exchange and commodity derivative contracts are economic hedges that are not designated as accounting hedges. We record derivative assets and liabilities on a gross basis on our condensed consolidated balance sheets. The fair value of our asset derivatives is recorded within other current assets and the fair value of our liability derivatives is recorded within other current liabilities.

The fair values (asset/(liability)) of our derivative instruments were determined using:

As of March 31, 2020					
Total Fair Value of Net Asset/(Liability)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)		
(in millions)					
Currency exchange contracts	\$ 22	\$ —	\$ 22	\$ —	
Commodity contracts	(162)	(29)	(133)	—	
Interest rate contracts	60	—	60	—	
Net investment hedge contracts	641	—	641	—	
<b>Total derivatives</b>	<b>\$ 561</b>	<b>\$ (29)</b>	<b>\$ 590</b>	<b>\$ —</b>	

  

As of December 31, 2019					
Total Fair Value of Net Asset/(Liability)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)		
(in millions)					
Currency exchange contracts	\$ 17	\$ —	\$ 17	\$ —	
Commodity contracts	81	27	54	—	
Interest rate contracts	(171)	—	(171)	—	
Net investment hedge contracts	247	—	247	—	
<b>Total derivatives</b>	<b>\$ 174</b>	<b>\$ 27</b>	<b>\$ 147</b>	<b>\$ —</b>	

Level 1 financial assets and liabilities consist of exchange-traded commodity futures and listed options. The fair value of these instruments is determined based on quoted market prices on commodity exchanges.

Level 2 financial assets and liabilities consist primarily of over-the-counter (“OTC”) currency exchange forwards, options and swaps; commodity forwards and options; and interest rate swaps. Our currency exchange contracts are valued using an income approach based on observable market forward rates less the contract rate multiplied by the notional amount. Commodity derivatives are valued using an income approach based on the observable market commodity index prices less the contract rate multiplied by the notional amount or based on pricing models that rely on market observable inputs such as commodity prices. Our calculation of the fair value of interest rate swaps is derived from a discounted cash flow analysis based on the terms of the contract and the observable market interest rate curve. Our calculation of the fair value of financial instruments takes into consideration the risk of nonperformance, including counterparty credit risk. Our OTC derivative transactions are governed by International Swap Dealers Association agreements and other standard industry contracts. Under these agreements, we do not post nor require collateral from our counterparties. The majority of our derivative contracts do not have a legal right of set-off. We manage the credit risk in connection with these and all our derivatives by entering into transactions with counterparties with investment grade credit ratings, limiting the amount of exposure with each counterparty and monitoring the financial condition of our counterparties.

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*Derivative Volume:*

The notional values of our hedging instruments were:

	Notional Amount	
	As of March 31, 2020	As of December 31, 2019
	(in millions)	
<b>Currency exchange contracts:</b>		
Intercompany loans and forecasted interest payments	\$ 2,544	\$ 2,474
Forecasted transactions	3,869	3,993
Commodity contracts	7,571	7,238
Interest rate contracts	4,250	5,250
<b>Net investment hedges:</b>		
Net investment hedge derivative contracts	6,652	6,864
Non-U.S. dollar debt designated as net investment hedges		
Euro notes	3,381	3,436
British pound sterling notes	327	349
Swiss franc notes	1,223	1,448
Canadian dollar notes	427	462

**Cash Flow Hedges:**

Cash flow hedge activity, net of taxes, within accumulated other comprehensive earnings/(losses) included:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
Accumulated (loss)/gain at beginning of period	\$ (212)	\$ (167)
Transfer of realized losses/(gains) in fair value to earnings	81	—
Unrealized (loss)/gain in fair value	(21)	(69)
Accumulated (loss)/gain at end of period	\$ (152)	\$ (236)

After-tax gains/(losses) reclassified from accumulated other comprehensive earnings/(losses) into net earnings were:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
Interest rate contracts	\$ (81)	\$ —

Within interest and other expense, net, we recognized an after-tax loss of \$79 million (\$103 million pre-tax) in the three months ended March 31, 2020 related to certain forward-starting interest rate swaps for which the planned tenor of the related forecasted debt was changed.

After-tax gains/(losses) recognized in other comprehensive earnings/(losses) were:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
Interest rate contracts	\$ (21)	\$ (69)

Cash flow hedge ineffectiveness was not material for all periods presented.

We record pre-tax (i) gains or losses reclassified from accumulated other comprehensive earnings/(losses) into earnings, (ii) gains or losses on ineffectiveness and (iii) gains or losses on amounts excluded from effectiveness testing in interest and other expense, net for interest rate contracts.

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Based on current market conditions, we would expect to transfer losses of \$19 million (net of taxes) for interest rate cash flow hedges to earnings during the next 12 months.

*Cash Flow Hedge Coverage:*

As of March 31, 2020, our longest dated cash flow hedges were interest rate swaps that hedge forecasted interest rate payments over the next 4 years and 6 months.

**Hedges of Net Investments in International Operations:**

*Net investment hedge ("NIH") derivative contracts:*

We enter into cross-currency interest rate swaps and forwards to hedge certain investments in our non-U.S. operations against movements in exchange rates. The aggregate notional value as of March 31, 2020 was \$6.7 billion. The impacts of the net investment hedge derivative contracts on other comprehensive earnings and net earnings were as follows:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
After-tax gain/(loss) on NIH contracts <sup>(1)</sup>	\$ 332	\$ 14

(1) Amounts recorded for unsettled and settled NIH derivative contracts are recorded in the cumulative translation adjustment within other comprehensive earnings. The cash flows from the settled contracts are reported within other investing activities in the condensed consolidated statement of cash flows.

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
Amounts excluded from the assessment of hedge effectiveness <sup>(1)</sup>	\$ 33	\$ 33

(1) We elected to record changes in the fair value of amounts excluded from the assessment of effectiveness in net earnings within interest and other expense, net.

*Non-U.S. dollar debt designated as net investment hedges:*

After-tax gains/(losses) related to hedges of net investments in international operations in the form of euro, British pound sterling, Swiss franc and Canadian dollar-denominated debt were recorded within the cumulative translation adjustment section of other comprehensive income and were:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
Euro notes	\$ 42	\$ 58
British pound sterling notes	17	(6)
Swiss franc notes	(6)	13
Canadian notes	27	(7)

**Economic Hedges:**

Pre-tax gains/(losses) recorded in net earnings for economic hedges were:

	For the Three Months Ended March 31,		Location of Gain/(Loss) Recognized in Earnings
	2020	2019	
(in millions)			
Currency exchange contracts:			
Intercompany loans and forecasted interest payments	\$ (73)	\$ 61	Interest and other expense, net
Forecasted transactions	26	5	Cost of sales
Forecasted transactions	1	—	Interest and other expense, net
Forecasted transactions	(1)	—	Selling, general and administrative expenses
Commodity contracts	(197)	14	Cost of sales
<b>Total</b>	<b>\$ (244)</b>	<b>\$ 80</b>	

**Note 10. Benefit Plans**
**Pension Plans**

*Components of Net Periodic Pension Cost:*

Net periodic pension cost consisted of the following:

	U.S. Plans		Non-U.S. Plans	
	For the Three Months Ended March 31,		For the Three Months Ended March 31,	
	2020	2019	2020	2019
(in millions)				
Service cost	\$ 1	\$ 9	\$ 30	\$ 31
Interest cost	13	16	37	51
Expected return on plan assets	(19)	(22)	(99)	(103)
Amortization:				
Net loss from experience differences	4	5	29	38
Prior service cost/(credit)	—	—	(2)	(2)
Settlement losses and other expenses	4	4	2	—
<b>Net periodic pension cost</b>	<b>\$ 3</b>	<b>\$ 12</b>	<b>\$ (3)</b>	<b>\$ 15</b>

**Employer Contributions:**

During the three months ended March 31, 2020, we contributed \$10 million to our U.S. pension plans and \$62 million to our non-U.S. pension plans, including \$28 million to plans in the United Kingdom and Ireland. We make contributions to our pension plans in accordance with local funding arrangements and statutory minimum funding requirements. Discretionary contributions are made to the extent that they are tax deductible and do not generate an excise tax liability.

As of March 31, 2020, over the remainder of 2020, we plan to make further contributions of approximately \$6 million to our U.S. plans and approximately \$128 million to our non-U.S. plans. Our actual contributions may be different due to many factors, including changes in tax and other benefit laws, significant differences between expected and actual pension asset performance or interest rates.

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*Multiemployer Pension Plans:*

On July 11, 2019, we received an undiscounted withdrawal liability assessment related to the complete withdrawal from the Bakery and Confectionery Union and Industry International Pension Fund totaling \$526 million requiring pro-rata monthly payments over 20 years. We began making monthly payments during the third quarter of 2019. We record an immaterial amount of accreted interest each quarter on the long-term liability within interest and other expense, net. As of March 31, 2020, the remaining discounted withdrawal liability was \$387 million, with \$14 million recorded in other current liabilities and \$373 million recorded in long-term other liabilities.

**Postretirement Benefit Plans**

Net periodic postretirement health care benefit consisted of the following:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
Service cost	\$ 1	\$ 1
Interest cost	3	4
Amortization:		
Net loss from experience differences	3	2
Prior service credit	(8)	(10)
Net periodic postretirement health care benefit	<u>\$ (1)</u>	<u>\$ (3)</u>

**Postemployment Benefit Plans**

Net periodic postemployment cost consisted of the following:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
Service cost	\$ 1	\$ 1
Interest cost	1	1
Amortization of net gains	(1)	(1)
Net periodic postemployment cost	<u>\$ 1</u>	<u>\$ 1</u>

**Note 11. Stock Plans**

*Stock Options:*

Stock option activity is reflected below:

	Shares Subject to Option	Weighted- Average Exercise or Grant Price Per Share	Average Remaining Contractual Term	Aggregate Intrinsic Value
Balance at January 1, 2020	33,855,948	\$36.19	5 years	\$ 640 million
Annual grant to eligible employees	2,280,440	59.04		
Additional options issued	34,350	54.59		
Total options granted	2,314,790	58.97		
Options exercised <sup>(1)</sup>	(4,210,414)	28.62		\$ 120 million
Options canceled	(262,968)	41.20		
Balance at March 31, 2020	<u>31,697,356</u>	38.31	6 years	\$ 378 million

(1) Cash received from options exercised was \$119 million in the three months ended March 31, 2020. The actual tax benefit realized and recorded in the provision for income taxes for the tax deductions from the option exercises totaled \$17 million in the three months ended March 31, 2020.

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*Performance Share Units and Other Stock-Based Awards:*

Our performance share unit, deferred stock unit and historically granted restricted stock activity is reflected below:

	Number of Shares	Grant Date	Weighted-Average Fair Value Per Share <sup>(3)</sup>	Weighted-Average Aggregate Fair Value <sup>(3)</sup>
Balance at January 1, 2020	5,661,945		\$46.90	
Annual grant to eligible employees:		Feb. 20, 2020		
Performance share units	825,230		65.83	
Deferred stock units	545,550		59.04	
Additional shares granted <sup>(1)</sup>	226,700	Various	57.53	
Total shares granted	1,597,480		62.77	\$ 100 million
Vested <sup>(2)</sup>	(1,585,787)		43.10	\$ 68 million
Forfeited	(287,626)		44.78	
Balance at March 31, 2020	5,386,012		52.84	

(1) Includes performance share units and deferred stock units.

(2) The actual tax benefit/(expense) realized and recorded in the provision for income taxes for the tax deductions from the shares vested totaled less than \$3 million in the three months ended March 31, 2020.

(3) The grant date fair value of performance share units is determined based on the Monte Carlo simulation model for the market-based total shareholder return component and the closing market price of the Company's stock on the grant date for performance-based components. The Monte Carlo simulation model incorporates the probability of achieving the total shareholder return market condition. Compensation expense is recognized using the grant date fair values regardless of whether the market condition is achieved, so long as the requisite service has been provided.

*Share Repurchase Program:*

Between 2013 and 2017, our Board of Directors authorized the repurchase of a total of \$13.7 billion of our Common Stock through December 31, 2018. On January 31, 2018, our Finance Committee, with authorization delegated from our Board of Directors, approved an increase of \$6.0 billion in the share repurchase program, raising the authorization to \$19.7 billion of Common Stock repurchases, and extended the program through December 31, 2020. Repurchases under the program are determined by management and are wholly discretionary. Prior to January 1, 2020, we had repurchased \$16.5 billion of Common Stock pursuant to this authorization. During the three months ended March 31, 2020, we repurchased approximately 12.9 million shares of Common Stock at an average cost of \$54.25 per share, or an aggregate cost of approximately \$0.7 billion, all of which was paid during the period. All share repurchases were funded through available cash and commercial paper issuances. As of March 31, 2020, we have \$2.5 billion in remaining share repurchase capacity.

**Note 12. Commitments and Contingencies**

*Legal Proceedings:*

We routinely are involved in legal proceedings, claims, disputes, regulatory matters and governmental inspections or investigations arising in the ordinary course of or incidental to our business, including those noted below in this section. We record provisions in the consolidated financial statements for pending litigation when we determine that an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. For matters we have not provided for that are reasonably possible to result in an unfavorable outcome, management is unable to estimate the possible loss or range of loss or such amounts have been determined to be immaterial. At present we believe that the ultimate outcome of these proceedings, individually and in the aggregate, will not materially harm our financial position, results of operations or cash flows. However, legal proceedings and government investigations are subject to inherent uncertainties, and unfavorable rulings or other events could occur. Unfavorable resolutions could involve substantial monetary damages. In addition, in matters for which conduct remedies are sought, unfavorable resolutions could include an injunction or other order prohibiting us from selling one or more products at all or in particular ways, precluding particular business practices or requiring other remedies. An unfavorable outcome might result in a material adverse impact on our business, results of operations or financial position.

On April 1, 2015, the U.S. Commodity Futures Trading Commission ("CFTC") filed a complaint against Kraft Foods Group and Mondelēz Global LLC ("Mondelēz Global") in the U.S. District Court for the Northern District of Illinois (the "District Court"), Eastern Division (the "CFTC action") following its investigation of activities related to the



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trading of December 2011 wheat futures contracts that occurred prior to the spin-off of Kraft Foods Group. The complaint alleges that Kraft Foods Group and Mondelez Global (1) manipulated or attempted to manipulate the wheat markets during the fall of 2011; (2) violated position limit levels for wheat futures and (3) engaged in non-competitive trades by trading both sides of exchange-for-physical Chicago Board of Trade wheat contracts. The CFTC seeks civil monetary penalties of either triple the monetary gain for each violation of the Commodity Exchange Act (the "Act") or \$1 million for each violation of Section 6(c)(1), 6(c)(3) or 9(a)(2) of the Act and \$140,000 for each additional violation of the Act, plus post-judgment interest; an order of permanent injunction prohibiting Kraft Foods Group and Mondelez Global from violating specified provisions of the Act; disgorgement of profits; and costs and fees. On August 15, 2019, the District Court approved a settlement agreement between the CFTC and Mondelez Global. The terms of the settlement, which are available in the District Court's docket, had an immaterial impact on our financial position, results of operations and cash flows. On October 23, 2019, following a ruling by the United States Court of Appeals for the Seventh Circuit regarding Mondelez Global's allegations that the CFTC and its Commissioners violated certain terms of the settlement agreement and the CFTC's argument that the Commissioners were not bound by the terms of the settlement agreement, the District Court vacated the settlement agreement and reinstated all pending motions that the District Court had previously mooted as a result of the settlement. The parties have reached a new agreement in principle to resolve the CFTC action and have submitted the settlement to the District Court for approval. The District Court has scheduled a conference on June 4, 2020 to discuss the proposed settlement agreement. Additionally, several class action complaints were filed against Kraft Foods Group and Mondelez Global in the District Court by investors in wheat futures and options on behalf of themselves and others similarly situated. The complaints make similar allegations as those made in the CFTC action, and the plaintiffs are seeking class action certification; monetary damages, interest and unjust enrichment; costs and fees; and injunctive, declaratory and other unspecified relief. In June 2015, these suits were consolidated in the District Court. On January 3, 2020, the District Court granted plaintiffs' request to certify a class. It is not possible to predict the outcome of these matters; however, based on our Separation and Distribution Agreement with Kraft Foods Group dated as of September 27, 2012, we expect to bear any monetary penalties or other payments in connection with the CFTC action. Although the CFTC action and the class action complaints involve the same alleged conduct, a resolution or decision with respect to one of the matters may not be dispositive as to the outcome of the other matter.

In November 2019, the European Commission informed us that it has initiated an investigation into our alleged infringement of European Union competition law through certain practices restricting cross-border trade within the European Economic Area. We are cooperating with the investigation and expect to engage further with the European Commission as their investigation proceeds. It is not possible to predict how long the investigation will take or the ultimate outcome of this matter.

On August 21, 2018, the Virginia Department of Environmental Quality ("VDEQ") issued a Notice of Violation ("NOV") to Mondelez Global. In the NOV, the VDEQ alleges that in our Richmond bakery, one operating line did not have the proper minimum temperature on its pollution control equipment and that the bakery failed to provide certain observation and training records. The VDEQ indicated that the alleged violations may lead to a fine and/or injunctive relief. We are working with the VDEQ to reach a resolution of this matter. We expect the penalty we will pay related to this matter will be less than \$100,000 and thus do not expect this matter to have a material effect on our financial results.

### *Third-Party Guarantees:*

We enter into third-party guarantees primarily to cover long-term obligations of our vendors. As part of these transactions, we guarantee that third parties will make contractual payments or achieve performance measures. At March 31, 2020, we had no material third-party guarantees recorded on our condensed consolidated balance sheet.

### *Tax Matters:*

We are a party to various tax matter proceedings incidental to our business. These proceedings are subject to inherent uncertainties, and unfavorable outcomes could subject us to additional tax liabilities and could materially adversely impact our business, results of operations or financial position.

**Note 13. Reclassifications from Accumulated Other Comprehensive Income**

The following table summarizes the changes in the accumulated balances of each component of accumulated other comprehensive earnings/(losses) attributable to Mondelez International. Amounts reclassified from accumulated other comprehensive earnings/(losses) to net earnings (net of tax) were net losses of \$104 million in the first three months of 2020 and \$29 million in the first three months of 2019.

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
<b>Currency Translation Adjustments:</b>		
Balance at beginning of period	\$ (8,302)	\$ (8,603)
Currency translation adjustments	(1,421)	168
Tax (expense)/benefit	(90)	22
Other comprehensive earnings/(losses)	(1,511)	190
Less: other comprehensive (earnings)/loss attributable to noncontrolling interests	5	1
Balance at end of period	(9,808)	(8,412)
<b>Pension and Other Benefit Plans:</b>		
Balance at beginning of period	\$ (1,744)	\$ (1,860)
Net actuarial gain/(loss) arising during period	(5)	(24)
Tax (expense)/benefit on net actuarial gain/(loss)	—	6
Losses/(gains) reclassified into net earnings:		
Amortization of experience losses and prior service costs <sup>(1)</sup>	25	32
Settlement losses and other expenses <sup>(1)</sup>	6	4
Tax expense/(benefit) on reclassifications <sup>(2)</sup>	(8)	(7)
Currency impact	61	(1)
Other comprehensive earnings/(losses)	79	10
Balance at end of period	(1,665)	(1,850)
<b>Derivative Cash Flow Hedges:</b>		
Balance at beginning of period	\$ (212)	\$ (167)
Net derivative gains/(losses)	(37)	(77)
Tax (expense)/benefit on net derivative gain/(loss)	14	8
Losses/(gains) reclassified into net earnings:		
Interest rate contracts <sup>(3)</sup>	105	—
Tax expense/(benefit) on reclassifications <sup>(2)</sup>	(24)	—
Currency impact	2	—
Other comprehensive earnings/(losses)	60	(69)
Balance at end of period	(152)	(236)
<b>Accumulated other comprehensive income attributable to Mondelez International:</b>		
Balance at beginning of period	\$ (10,258)	\$ (10,630)
Total other comprehensive earnings/(losses)	(1,372)	131
Less: other comprehensive (earnings)/loss attributable to noncontrolling interests	5	1
Other comprehensive earnings/(losses) attributable to Mondelez International	(1,367)	132
Balance at end of period	\$ (11,625)	\$ (10,498)

(1) These reclassified losses are included in net periodic benefit costs disclosed in Note 10, *Benefit Plans*.

(2) Taxes reclassified to earnings are recorded within the provision for income taxes.

(3) These reclassified gains or losses are recorded within interest and other expense, net.

#### Note 14. Income Taxes

As of the first quarter of 2020, our estimated annual effective tax rate, which excludes discrete tax impacts, was 25.2%. This rate reflected the impact of unfavorable foreign provisions under U.S. tax laws and our tax related to earnings from equity method investments (the earnings are reported separately on our statement of earnings and thus not included in earnings before income taxes), partially offset by favorable impacts from the mix of pre-tax income in various non-U.S. jurisdictions. Our effective tax rate for the three months ended March 31, 2020 of 21.2% was favorably impacted by discrete net tax benefits of \$28 million, primarily driven by a \$22 million net benefit from the release of liabilities for uncertain tax positions due to expirations of statutes of limitations and audit settlements in several jurisdictions.

As of the first quarter of 2019, our estimated annual effective tax rate, which excluded discrete tax impacts, was 25.9%. This reflected the impact of unfavorable foreign provisions under U.S. tax laws and our tax related to earnings from equity method investments (the earnings are reported separately on our statement of earnings and thus not included in earnings before income taxes), partially offset by favorable impacts from the mix of pre-tax income in various non-U.S. jurisdictions. Our effective tax rate for the three months ended March 31, 2019 of 19.4% was favorably impacted by discrete net tax benefits of \$63 million, primarily driven by \$60 million of benefit from the release of liabilities for uncertain tax positions due to expirations of statutes of limitations and audit settlements in various jurisdictions.

#### Note 15. Earnings per Share

Basic and diluted earnings per share ("EPS") were calculated as follows:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions, except per share data)	
Net earnings	\$ 760	\$ 920
Noncontrolling interest earnings	(7)	(6)
Net earnings attributable to Mondelēz International	<u>\$ 753</u>	<u>\$ 914</u>
Weighted-average shares for basic EPS	1,434	1,449
Plus incremental shares from assumed conversions of stock options and long-term incentive plan shares	11	12
Weighted-average shares for diluted EPS	<u>1,445</u>	<u>1,461</u>
Basic earnings per share attributable to Mondelēz International	<u>\$ 0.53</u>	<u>\$ 0.63</u>
Diluted earnings per share attributable to Mondelēz International	<u>\$ 0.52</u>	<u>\$ 0.63</u>

We exclude antidilutive Mondelēz International stock options from our calculation of weighted-average shares for diluted EPS. We excluded antidilutive stock options and performance share units of 4.0 million in the first three months of 2020 and 6.2 million in the first three months of 2019.

#### Note 16. Segment Reporting

We manufacture and market primarily snack food products, including biscuits (cookies, crackers and salted snacks), chocolate, gum & candy and various cheese & grocery products, as well as powdered beverage products.

We manage our global business and report operating results through geographic units. We manage our operations by region to leverage regional operating scale, manage different and changing business environments more effectively and pursue growth opportunities as they arise across our key markets. Our regional management teams have responsibility for the business, product categories and financial results in the regions.

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Our operations and management structure are organized into four operating segments:

- Latin America
- AMEA
- Europe
- North America

We use segment operating income to evaluate segment performance and allocate resources. We believe it is appropriate to disclose this measure to help investors analyze segment performance and trends. Segment operating income excludes unrealized gains and losses on hedging activities (which are a component of cost of sales), general corporate expenses (which are a component of selling, general and administrative expenses), amortization of intangibles, gains and losses on divestitures and acquisition-related costs (which are a component of selling, general and administrative expenses) in all periods presented. We exclude these items from segment operating income in order to provide better transparency of our segment operating results. Furthermore, we centrally manage benefit plan non-service income and interest and other expense, net. Accordingly, we do not present these items by segment because they are excluded from the segment profitability measure that management reviews.

Our segment net revenues and earnings were:

	For the Three Months Ended March 31,	
	2020	2019
(in millions)		
<b>Net revenues:</b>		
Latin America	\$ 726	\$ 800
AMEA	1,502	1,541
Europe	2,584	2,551
North America	1,895	1,646
<b>Net revenues</b>	<b>\$ 6,707</b>	<b>\$ 6,538</b>
<b>Earnings before income taxes:</b>		
<b>Operating income:</b>		
Latin America	\$ 78	\$ 98
AMEA	234	256
Europe	472	500
North America	381	319
Unrealized (losses)/gains on hedging activities (mark-to-market impacts)	(185)	16
General corporate expenses	(76)	(109)
Amortization of intangibles	(43)	(44)
Acquisition-related costs	(5)	—
<b>Operating income</b>	<b>856</b>	<b>1,036</b>
Benefit plan non-service income	33	17
Interest and other expense, net	(190)	(80)
<b>Earnings before income taxes</b>	<b>\$ 699</b>	<b>\$ 973</b>

Items impacting our segment operating results are discussed in Note 1, *Basis of Presentation*, Note 2, *Acquisitions and Divestitures*, Note 4, *Property, Plant and Equipment*, Note 5, *Goodwill and Intangible Assets*, and Note 7, *Restructuring Program*. Also see Note 8, *Debt and Borrowing Arrangements*, and Note 9, *Financial Instruments*, for more information on our interest and other expense, net for each period.

Net revenues by product category were:

For the Three Months Ended March 31, 2020					
	Latin America	AMEA	Europe	North America	Total
	(in millions)				
Biscuits	\$ 174	\$ 508	\$ 746	\$ 1,598	\$ 3,026
Chocolate	194	543	1,363	56	2,156
Gum & Candy	182	185	173	241	781
Beverages	102	171	25	—	298
Cheese & Grocery	74	95	277	—	446
Total net revenues	\$ 726	\$ 1,502	\$ 2,584	\$ 1,895	\$ 6,707

For the Three Months Ended March 31, 2019					
	Latin America	AMEA	Europe	North America	Total
	(in millions)				
Biscuits	\$ 170	\$ 461	\$ 734	\$ 1,372	\$ 2,737
Chocolate	230	557	1,360	59	2,206
Gum & Candy	200	225	173	215	813
Beverages	123	172	26	—	321
Cheese & Grocery	77	126	258	—	461
Total net revenues	\$ 800	\$ 1,541	\$ 2,551	\$ 1,646	\$ 6,538

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

### Description of the Company

We make and sell primarily snacks, including biscuits (cookies, crackers and salted snacks), chocolate, gum & candy as well as various cheese & grocery and powdered beverage products. We have operations in approximately 80 countries and sell our products in over 150 countries.

We aim to be the global leader in snacking. Our strategy is to drive long-term growth by focusing on three strategic priorities: accelerating consumer-centric growth, driving operational excellence and creating a winning growth culture. We believe the successful implementation of our strategic priorities and our leveraging our strong foundation of iconic global and local brands, an attractive global footprint, our market leadership in developed and emerging markets, our deep innovation, marketing and distribution capabilities, and our efficiency and sustainability efforts, will drive top- and bottom-line growth, enabling us to continue to create long-term value for our shareholders.

### Recent Developments and Significant Items Affecting Comparability

#### COVID-19

We have been actively monitoring the outbreak of COVID-19 and its impact globally. Our highest priorities have been the safety of our employees and working with our employees and network of suppliers and customers to help maintain the global food supply chain.

During the first quarter of 2020, we experienced a significant increase in demand and revenue growth in developed markets as consumers increased their food purchases for in-home consumption. Results were particularly strong in modern trade (such as large grocery supermarkets and retail chains) and e-commerce, especially for some categories like biscuits. Other parts of our business were negatively affected by mandated lockdowns and other related restrictions including some of our emerging markets with a greater concentration of traditional trade (such as small family-run stores) as well as our travel retail (such as international duty-free stores) and foodservice businesses. We also experienced temporary disruptions in operations in some of our emerging market that were not material to our consolidated results for the first quarter of 2020. We discuss these and other impacts of COVID-19 below and provide more information on risks related to COVID-19 under Item 1A, *Risk Factors*.

#### *Our Employees, Customers and Communities*

We have taken a number of actions to promote the health and safety of our employees, customers and consumers, which is our first priority:

- We implemented enhanced protocols to provide a safe and sanitary working environment for our employees. In many locations, our employees are working remotely whenever possible. For employees who are unable to work remotely, we have adopted a number of heightened protocols, consistent with those prescribed by the World Health Organization, related to social distancing (including staggering lunchtimes and shifts where possible and restricting in-person gatherings and non-essential travel) and enhanced hygiene and workplace sanitation. At a local level, we have also provided additional flexibility and support to employees in our manufacturing facilities, distribution and logistics operations and sales organization.
- On March 23, 2020, we announced that we expect to hire 1,000 U.S. employees to promote the uninterrupted functioning of our U.S. distribution and sales network as we respond to additional marketplace demand and reinforce our workforce.
- We also announced a \$15 million global commitment to assist those most impacted by COVID-19. We are supporting local and global organizations that are responding to food instability and providing emergency relief.

#### *Our Supply Chain and Operations*

We operate in the food and beverages industry and are part of the global food supply chain. One of our main objectives as this crisis unfolds is to maintain the availability of our products to meet the needs of our consumers. In response to increased demand, we have increased production and to date, we have not experienced material disruptions in our supply chain or operations:

- We are leveraging learnings from our timely response to the initial outbreak in China, and we put in place procedures across our supply chain to help mitigate the risk that our manufacturing sites experience material closures or disruptions.

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- We have been able to source raw ingredients, packaging, energy and transportation and deliver our products to our customers.
- We have not experienced material disruptions in our workforce; however, mandatory and voluntary stay-at-home restrictions have resulted in increased levels of absenteeism.
- Commodity costs have become more volatile due to the COVID-19 outbreak. Although we monitor our exposure to commodity prices and hedge against input price increases, we cannot fully hedge against changes in commodity costs, and our hedging strategies may not protect us from increases in specific raw material costs. We anticipate continued commodity cost volatility as the pandemic continues.
- We have experienced temporary disruptions in operations in some of our emerging markets that were not material to our consolidated results for the first quarter of 2020. The COVID-19 outbreak could disrupt our global supply chain, operations and routes to market or those of our suppliers, their suppliers, or our co-manufacturers or distributors. These disruptions or our failure to effectively respond to them could increase product or distribution costs, prices and potentially affect the availability of our products.
- Our first quarter net revenue and net earnings in U.S. dollars were negatively affected by currency translation losses from a generally stronger U.S. dollar relative to other currencies in the countries in which we operate.
- While our global supply chain and operations are currently not materially negatively affected, we do not know whether or how they may be negatively affected if the pandemic persists for an extended period. While we respond to this evolving situation, we intend to continue to execute on our strategic operating plans. However, disruptions or uncertainties like those noted above could result in delays or modifications to our plans and initiatives.

### *Our Liquidity*

We believe the steps we have taken to enhance our capital structure and liquidity over the last several years and months have strengthened our ability to operate through current conditions:

- During 2019, we generated \$4.0 billion of cash from operations, or \$3.0 billion after deducting capital expenditures.
- During the first quarter of 2020, we generated \$284 million of cash from operations, or \$70 million after capital expenditures. As discussed further in Note 8, *Debt and Borrowing Arrangements*, we also increased our borrowing capacity under our credit facilities to \$10.25 billion, and on March 12, 2020, we borrowed \$1.0 billion under one of the credit facilities as a strategic decision to increase cash on hand in light of the uncertainty in the global markets resulting from the COVID-19 outbreak. During the quarter, we also received \$185 million of cash related to our participation in the Keurig Dr Pepper Inc. ("KDP") secondary offering, as a cautionary measure we suspended our share repurchase program in March and we repaid \$662 million of maturing long-term debt. At March 31, 2020, we had \$1.9 billion of cash and cash equivalents on hand and \$9.25 billion of available net borrowing capacity under our credit facilities.
- In April 2020, we closed on the Give & Go acquisition in North America and paid approximately \$1.2 billion from cash on hand and an increase in our borrowings under one of our credit facilities. We subsequently issued \$1.0 billion of U.S. dollar denominated long-term notes and used the net proceeds to repay a portion of the amounts borrowed under one of our credit facilities. At April 28, 2020, our available net borrowing capacity under our credit facilities was \$8.45 billion. Refer to Note 8, *Debt and Borrowing Arrangements*, for additional information.
- Based on our current access to cash and financing, we do not anticipate any issue in funding our next long-term debt maturities of approximately \$750 million in May 2020 and approximately \$140 million in October 2020.
- While the commercial paper market has become significantly more volatile in recent weeks, we have continued to be able to raise short-term financing from these markets. We have also been able to draw on our available credit facilities and access funds through existing lines of credit and intercompany loans. We may also issue additional long-term debt this year. We have been, and we expect to continue to be, in compliance with our debt covenants.
- In the event of a broader economic or credit crisis, credit availability and our ability to raise capital when needed could become impaired. A disruption in the financial markets may also have a negative effect on our derivative counterparties and could also impair our banking or other business partners, on whom we rely for access to capital and as counterparties for a number of our derivative contracts. Any of these or other developments we may not be able to fully predict or respond to could materially harm our business, results of operations and financial condition.



### *Our Financial Position*

- We evaluated the realizability of our assets and whether there were any impairment indicators in the first quarter, which included a review of our receivables, inventory, right-of-use lease assets, long-lived assets, equity method and other long-term investments, goodwill and intangible assets. We concluded that as of the end of the first quarter of 2020, our assets were fairly stated and recoverable.
- Restructuring and implementation activities in the first quarter were consistent with our expectations and our Simplify to Grow Program strategic objectives. We did not incur significant restructuring or implementation costs specifically in response to COVID-19.
- We will continue to monitor the quality of our assets and our overall financial position over coming quarters.
- We also continue to hold our equity investments in Jacobs Douwe Egberts ("JDE") and KDP, which give us additional financial flexibility.

The business and economic environment is changing rapidly and additional impacts may arise that we cannot currently anticipate. While there is still significant uncertainty about the ongoing impacts of the COVID-19 outbreak on the global economy and on our business, barring material business disruptions or other negative developments, we anticipate continuing to meet the demand of consumers for our snacks, food and beverage products. However, elevated consumer demand we experienced in the first quarter of 2020 may not continue indefinitely and could decline. We are unable to predict how long this sustained demand will last or how significant it will be. We expect the COVID-19 outbreak to result in lower revenues in some of our emerging market countries that have a higher concentration of traditional trade outlets (such as small family-run stores), as well as in our travel retail (such as international duty-free stores) and foodservice businesses. We could also see declines in developed markets if current demand tapers off due to the ongoing COVID-19 outbreak and response. We continue to communicate with and support our employees and customers; monitor and take steps to further safeguard our supply chain, operations, technology and assets; protect our liquidity and financial position; work toward our strategic priorities and monitor our financial performance as we seek to position the Company to withstand the current uncertainty related to this pandemic.

### **Keurig Dr Pepper Secondary Offering**

On March 4, 2020, we participated in a secondary offering of KDP shares and sold approximately 6.8 million shares, which reduced our ownership interest by 0.5% to 13.1% of the total outstanding shares. We received \$185 million of proceeds and recorded a pre-tax gain of \$71 million (or \$54 million after-tax) during the three months ended March 31, 2020. Refer to Note 6, *Equity Method Investments*, for additional information on our investment in KDP and related gains on equity method investment transactions.

### **Summary of Results**

- Net revenues increased 2.6% to \$6.7 billion in the first three months of 2020 as compared to the same period in the prior year. Net revenues were significantly impacted by the COVID-19 outbreak and response. In developed markets, particularly North America, demand for our products grew significantly as consumers increased their food purchases for in-home consumption. In some of our emerging markets, where we have a greater concentration of traditional trade, as well as in our travel retail and foodservice businesses, net revenues were negatively affected by mandated lockdowns and other related restrictions. Overall, favorable volume/mix and higher net pricing as well as incremental net revenues from our July 16, 2019 acquisition of Perfect Snacks drove our net revenue increase. These items were partially offset by the significant impact of unfavorable currency translation, as the U.S. dollar strengthened against most currencies in which we operate compared to exchange rates in the prior year, and a prior-year divestiture of most of our cheese business in the Middle East and Africa.
- Organic Net Revenue, a non-GAAP financial measure, increased 6.4% to \$6.9 billion in the first three months of 2020 as compared to same period in the prior year. During the first three months of 2020, Organic Net Revenue also grew due to favorable volume/mix, in part driven by increased consumer demand during the COVID-19 outbreak, and higher net pricing. Refer to our *Recent Developments and Significant Items Affecting Comparability* above and *Discussion and Analysis of Historical Results* below, including the *Results of Operations by Reportable Segment*, for additional information. Organic Net Revenue is on a constant currency basis and excludes revenue from acquisitions and divestitures. We use Organic Net Revenue as it provides improved year-over-year comparability of our underlying operating results (see the definition of Organic Net Revenue and our reconciliation with net revenues within *Non-GAAP Financial Measures* appearing later in this section).



- Diluted EPS attributable to Mondelez International decreased 17.5% to \$0.52 in the first three months of 2020 as compared to the same period in the prior year. The decrease was primarily driven by unfavorable year-over-year mark-to-market impacts from currency and commodity derivatives, a loss related to an interest rate swap and unfavorable currency translation, partially offset by higher gains on equity method investment transactions, operating gains, an increase in equity method investment earnings, fewer shares outstanding and lower taxes.
- Adjusted EPS, a non-GAAP financial measure, increased 6.2% to \$0.69 in the first three months of 2020 as compared to the same period in the prior year. On a constant currency basis, Adjusted EPS increased 10.8% to \$0.72 in the first three months of 2020 as compared to the same period in the prior year. For the first three months of 2020, operating gains, an increase in equity method investment earnings, fewer shares outstanding and lower taxes were significant drivers of growth. Adjusted EPS and Adjusted EPS on a constant currency basis are non-GAAP financial measures. We use these measures as they provide improved year-over-year comparability of our underlying results (see the definition of Adjusted EPS and our reconciliation with diluted EPS within *Non-GAAP Financial Measures* appearing later in this section).

## Financial Outlook

We seek to achieve profitable, long-term growth and manage our business to attain this goal using our key operating metrics: Organic Net Revenue, Adjusted Operating Income and Adjusted EPS. We use these non-GAAP financial metrics and related computations, particularly growth in profit dollars, to evaluate and manage our business and to plan and make near- and long-term operating and strategic decisions. As such, we believe these metrics are useful to investors as they provide supplemental information in addition to our U.S. Generally Accepted Accounting Principles ("U.S. GAAP") financial results. We believe it is useful to provide investors with the same financial information that we use internally to make comparisons of our historical operating results, identify trends in our underlying operating results and evaluate our business. We believe our non-GAAP financial measures should always be considered in relation to our GAAP results. We have provided reconciliations between our GAAP and non-GAAP financial measures in *Non-GAAP Financial Measures*, which appears later in this section.

In addition to monitoring our key operating metrics, we monitor developments and trends that could impact our revenue and profitability objectives, similar to those we highlighted in our most recently filed Annual Report on Form 10-K for the year ended December 31, 2019 and discussed in the footnotes to our financial statements.

- *Market conditions.* Snack categories continued to grow in the first quarter of 2020, in part due to increased consumer demand for snacks purchases for in-home consumption during the COVID-19 outbreak. As further discussed below and in Item 3, *Quantitative and Qualitative Disclosures about Market Risks*, volatility in global consumer, commodity, currency and capital markets increased significantly during the first quarter of 2020 and is expected to continue while and until the COVID-19 outbreak is largely resolved.
- *COVID-19.* We have been monitoring the COVID-19 outbreak. While its full impact is not yet known, it has had a material negative effect on the economy and could have a material negative effect on our business and results in 2020, particularly if there are significant adverse changes to consumer demand or significant disruptions to the supply, production or distribution of our products or the credit or financial stability of our customers and other business partners. An economic or credit crisis could occur and impair credit availability and our ability to raise capital when needed. A disruption in the financial markets may also have a negative effect on our derivative counterparties and could also impair our banking or other business partners, on whom we rely for access to capital and as counterparties for a number of our derivative contracts. Any of these and other developments could materially harm our business, results of operations and financial condition. We will continue to prioritize the safety of our employees and consumers. We expect increased labor, customer service, logistics and other costs and we anticipate a shift in product mix that could have a negative impact on results. As discussed in *Recent Developments and Significant Items Affecting Comparability*, we are working to mitigate any negative impacts to our business from the COVID-19 outbreak, but we may not be able to fully predict or respond to all impacts on a timely basis to prevent near- and long-term adverse impacts to our results.
- *Brexit.* On January 31, 2020, the United Kingdom began the withdrawal process from the European Union under the European and U.K. Parliament approved Withdrawal Agreement. During a transition period currently scheduled to end on December 31, 2020, the United Kingdom will effectively remain in the E.U.'s customs union and single market while a trade deal with the European Union is negotiated. The deadline for extending the transition period ends on June 30, 2020. If the transition period is not extended, on December 31, 2020, the United Kingdom will either exit the European Union without a trade deal or will begin a new trade relationship with the European Union. During the transition period, we continue to take protective measures in response to the potential impacts on our results of operations and financial

condition. Our exposure to disruptions to our supply chain, the imposition of tariffs and currency devaluation in the United Kingdom could result in a material impact to our consolidated revenue, earnings and cash flow. In the three months ended March 31, 2020, we generated 9.4% of our consolidated net revenues in the United Kingdom and our supply chain in this market relies on imports of raw and packaging materials as well as finished goods. Following the Brexit vote in June 2016, there was significant volatility in the global stock markets and currency exchange rates. The value of the British pound sterling relative to the U.S. dollar declined significantly and negatively affected our translated results reported in U.S. dollars. The volatility in foreign currencies and other markets is expected to continue as the United Kingdom executes its exit from the European Union. If the U.K.'s membership in the European Union terminates without trade and other cross-border operating agreements, there could be increased costs from re-imposition of tariffs on trade between the United Kingdom and other countries, including those in the European Union, shipping delays because of the need for customs inspections and procedures and shortages of certain goods. The United Kingdom will also need to negotiate its own tax and trade treaties with countries all over the world, which could take years to complete. If the ultimate terms of the U.K.'s separation from the European Union negatively impact the U.K. economy or result in disruptions to sales or our supply chain, the impact to our results of operations and financial condition could be material. We have taken measures to increase our resources in customer service & logistics together with increasing our inventory levels of imported raw materials, packaging and finished goods in the United Kingdom to help us manage through the Brexit transition and the inherent risks. Resulting impacts and market volatility can vary significantly depending on the final terms of the U.K.'s exit from the European Union.

- *Taxes.* During the third quarter of 2019, we recorded the impact of Swiss tax reform and we continue to monitor for any additional interpretative guidance that could result in changes to the amounts we have recorded. In the United States, while the 2017 U.S. tax reform reduced the U.S. corporate tax rate and included some beneficial provisions, other provisions have, and in the future will have, an adverse effect on our results. We continue to evaluate the impacts as additional guidance on implementing the legislation becomes available. While additional guidance has been issued by the IRS and the U.S. Treasury Department, there are still some areas that may not be clarified for some time. Also, a number of U.S. states have not updated their laws to take into account the new federal legislation. As a result, there may be additional impacts of the new laws on our future results of operations and financial condition. It is possible that U.S. or Swiss tax reform or related interpretations could change and have an adverse effect on us that could be material. Refer to our Annual Report on Form 10-K for the year ended December 31, 2019 for more information on Swiss and U.S. tax reform.
- *Argentina.* As further discussed in Note 1, *Basis of Presentation – Currency Translation and Highly Inflationary Accounting*, we continue to apply highly inflationary accounting for our Argentinian subsidiaries, and during the three months ended March 31, 2020, we recorded a remeasurement loss of \$2 million within selling, general and administrative expenses related to the revaluation of our Argentinian peso denominated net monetary position. The mix of monetary assets and liabilities and the exchange rate to convert Argentinian pesos to U.S. dollars could change over time, so it is difficult to predict the overall impact of the Argentina highly inflationary accounting on future net earnings.

## Discussion and Analysis of Historical Results

### Items Affecting Comparability of Financial Results

The following table includes significant income or (expense) items that affected the comparability of our results of operations and our effective tax rates. Please refer to the notes to the condensed consolidated financial statements indicated below for more information. Refer also to the *Consolidated Results of Operations – Net Earnings and Earnings per Share Attributable to Mondelez International* table for the after-tax per share impacts of these items.

	See Note	For the Three Months Ended March 31,	
		2020	2019
(in millions, except percentages)			
<b>Simplify to Grow Program</b>	Note 7		
Restructuring charges		\$ (15)	\$ (20)
Implementation charges		(43)	(50)
<b>Mark-to-market (losses)/gains from derivatives <sup>(1)</sup></b>	Note 9	(184)	16
<b>Acquisition and divestiture-related costs</b>			
Acquisition-related costs		(5)	—
Divestiture-related costs		—	1
<b>Remeasurement of net monetary position</b>	Note 1	(2)	(2)
<b>Impact from pension participation changes <sup>(1)</sup></b>	Note 10	(3)	—
<b>CEO transition remuneration <sup>(2)</sup></b>		—	(3)
<b>Loss related to interest rate swaps</b>	Note 8 & 9	(103)	—
<b>Gains on equity method investment transactions <sup>(3)</sup></b>	Note 6	71	23
<b>Equity method investee acquisition-related or other (charges)/benefits, net</b>		(11)	(17)
<b>Effective tax rate <sup>(4)</sup></b>	Note 14	21.2%	19.4%

(1) Includes impacts recorded in operating income and interest expense and other, net.

(2) Please see the *Non-GAAP Financial Measures* section at the end of this item for additional information.

(3) Gains on equity method investment transactions is recorded outside pre-tax operating results on the condensed consolidated statement of earnings.

(4) Refer to Note 14, *Income Taxes*, for more information on our effective tax rate and to our Annual Report on Form 10-K for the year ended December 31, 2019 for more information on the impact of Swiss and U.S. tax reform.

## Consolidated Results of Operations

### Three Months Ended March 31:

	For the Three Months Ended March 31,			
	2020	2019	\$ change	% change
	(in millions, except per share data)			
Net revenues	\$ 6,707	\$ 6,538	\$ 169	2.6 %
Operating income	856	1,036	(180)	(17.4)%
Net earnings attributable to Mondelēz International	753	914	(161)	(17.6)%
Diluted earnings per share attributable to Mondelēz International	0.52	0.63	(0.11)	(17.5)%

*Net Revenues* – Net revenues increased \$169 million (2.6%) to \$6,707 million in the first three months of 2020, and Organic Net Revenue <sup>(1)</sup> increased \$419 million (6.4%) to \$6,924 million. Developed markets net revenue increased 6.3% and developed markets Organic Net Revenue increased 7.6%. Emerging markets net revenues decreased 3.4%, including an unfavorable currency impact, and emerging markets Organic Net Revenue increased 4.5% <sup>(1)</sup>. The underlying changes in net revenues and Organic Net Revenue are detailed below:

	2020
<b>Change in net revenues (by percentage point)</b>	
<b>Total change in net revenues</b>	<b>2.6 %</b>
Add back the following items affecting comparability:	
Unfavorable currency	3.8 pp
Impact of divestiture	0.5 pp
Impact of acquisition	(0.5)pp
<b>Total change in Organic Net Revenue <sup>(1)</sup></b>	<b>6.4 %</b>
Favorable volume/mix	4.6 pp
Higher net pricing	1.8 pp

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.

Net revenue increase of 2.6% was driven by our underlying Organic Net Revenue growth of 6.4% and the impact of an acquisition, partially offset by unfavorable currency and the impact of a prior-year divestiture. Net revenues were higher in developed markets, particularly North America, where due to the COVID-19 outbreak and response, demand for our products grew significantly as consumers increased their food purchases for in-home consumption. In some of our emerging markets, where we have a greater concentration of traditional trade, as well as in our travel retail and foodservice businesses, revenues were negatively affected by mandated lockdowns and other related restrictions. Organic Net Revenue growth was driven by both favorable volume/mix and higher net pricing. Favorable volume/mix was reflected in all regions except Latin America. Net pricing was up, which includes the benefit of carryover pricing from 2019 as well as the effects of input cost-driven pricing actions taken during the first three months of 2020. Higher net pricing was reflected in all regions. The July 16, 2019 acquisition of a majority interest in Perfect Snacks added incremental net revenues of \$32 million in the first three months of 2020. Unfavorable currency impacts decreased net revenues by \$249 million, due primarily to the strength of the U.S. dollar relative to most currencies, including the Brazilian real, Argentinian peso, euro, Australian dollar and British pound sterling. The impact of the divestiture of most of our cheese business in the Middle East and Africa on May 28, 2019 resulted in a year-over-year decline in net revenues of \$33 million. Refer to Note 2, *Acquisitions and Divestitures*, for additional information.

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*Operating Income* – Operating income decreased \$180 million (17.4%) to \$856 million in the first three months of 2020. Adjusted Operating Income <sup>(1)</sup> increased \$16 million (1.5%) to \$1,106 million and Adjusted Operating Income on a constant currency basis <sup>(1)</sup> increased \$62 million (5.7%) to \$1,152 million due to the following:

	Operating Income	% Change
	(in millions)	
<b>Operating Income for the Three Months Ended March 31, 2019</b>	<b>\$ 1,036</b>	
Simplify to Grow Program <sup>(2)</sup>	70	
Mark-to-market gains from derivatives <sup>(3)</sup>	(16)	
Divestiture-related costs <sup>(4)</sup>	(1)	
Operating income from divestiture <sup>(4)</sup>	(4)	
Remeasurement of net monetary position <sup>(5)</sup>	2	
CEO transition remuneration <sup>(1)</sup>	3	
<b>Adjusted Operating Income <sup>(1)</sup> for the Three Months Ended March 31, 2019</b>	<b>\$ 1,090</b>	
Higher net pricing	119	
Higher input costs	(108)	
Favorable volume/mix	125	
Higher selling, general and administrative expenses	(85)	
Impact from acquisition <sup>(4)</sup>	2	
Prior-year VAT-related settlement	9	
<b>Total change in Adjusted Operating Income (constant currency) <sup>(1)</sup></b>	<b>62</b>	<b>5.7 %</b>
Unfavorable currency translation	(46)	
<b>Total change in Adjusted Operating Income <sup>(1)</sup></b>	<b>16</b>	<b>1.5 %</b>
<b>Adjusted Operating Income <sup>(1)</sup> for the Three Months Ended March 31, 2020</b>	<b>\$ 1,106</b>	
Simplify to Grow Program <sup>(2)</sup>	(58)	
Mark-to-market losses from derivatives <sup>(3)</sup>	(185)	
Acquisition-related costs <sup>(4)</sup>	(5)	
Remeasurement of net monetary position <sup>(5)</sup>	(2)	
<b>Operating Income for the Three Months Ended March 31, 2020</b>	<b>\$ 856</b>	<b>(17.4)%</b>

(1) Refer to the *Non-GAAP Financial Measures* section at the end of this item.

(2) Refer to Note 7, *Restructuring Program*, for more information.

(3) Refer to Note 9, *Financial Instruments*, Note 16, *Segment Reporting*, and *Non-GAAP Financial Measures* section at the end of this item for more information on the unrealized gains/losses on commodity and forecasted currency transaction derivatives.

(4) Refer to Note 2, *Acquisitions and Divestitures*, for more information on the April 1, 2020 acquisition of a significant majority interest in Give & Go, the July 16, 2019 acquisition of a majority interest in Perfect Snacks and the May 28, 2019 divestiture of most of our cheese business in the Middle East and Africa.

(5) Refer to Note 1, *Basis of Presentation – Currency Translation and Highly Inflationary Accounting*, for information on our application of highly inflationary accounting for Argentina.

During the first three months of 2020, we realized higher net pricing, which was mostly offset by increased input costs. Higher net pricing, which included the carryover impact of pricing actions taken in 2019 as well as the effects of input cost-driven pricing actions taken during the first three months of 2020, was reflected across all regions. The increase in input costs was driven by higher raw material costs, as manufacturing costs were essentially flat as productivity was offset by COVID-19 related costs. Higher raw material costs were in part due to higher currency exchange transaction costs on imported materials, as well as higher dairy, energy, packaging, grains and other ingredients costs, partially offset by lower costs for sugar and cocoa. Favorable volume/mix was driven by North America and Europe, which was partially offset by unfavorable volume/mix in Latin America and AMEA.

Total selling, general and administrative expenses increased \$44 million from the first three months of 2019, due to a number of factors noted in the table above, including in part, the impact of an acquisition and acquisition-related costs incurred in the first three months of 2020, which were more than offset by a favorable currency impact related to expenses, lapping a prior-year VAT-related settlement, lower implementation costs incurred for the Simplify to

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Grow Program, lower CEO transition remuneration and the impact from a prior-year divestiture. Excluding these factors, selling, general and administrative expenses increased \$85 million from the first three months of 2019. The increase was driven primarily by higher advertising and consumer promotion costs and higher overheads reflecting route-to-market investments.

We recorded an expense of \$9 million from a VAT-related settlement in Latin America in the first three months of 2019. Unfavorable currency changes decreased operating income by \$46 million due primarily to the strength of the U.S. dollar relative to most currencies, including the Argentinian peso, Brazilian real, euro, Australian dollar, British pound sterling and Chinese yuan.

Operating income margin decreased from 15.8% in the first three months of 2019 to 12.8% in the first three months of 2020. The decrease in operating income margin was driven primarily by the year-over-year unfavorable change in mark-to-market gains/(losses) from currency and commodity hedging activities and lower Adjusted Operating Income margin, partially offset by lower Simplify to Grow Program costs. Adjusted Operating Income margin decreased from 16.8% for the first three months of 2019 to 16.5% for first three months of 2020. The decrease in Adjusted Operating Income margin was driven primarily by higher raw material costs and higher advertising and promotion costs, partially offset by higher pricing and overhead cost leverage.

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*Net Earnings and Earnings per Share Attributable to Mondelez International* – Net earnings attributable to Mondelez International of \$753 million decreased by \$161 million (17.6%) in the first three months of 2020. Diluted EPS attributable to Mondelez International was \$0.52 in the first three months of 2020, down \$0.11 (17.5%) from the first three months of 2019. Adjusted EPS <sup>(1)</sup> was \$0.69 in the first three months of 2020, up \$0.04 (6.2%) from the first three months of 2019. Adjusted EPS on a constant currency basis <sup>(1)</sup> was \$0.72 in the first three months of 2020, up \$0.07 (10.8%) from the first three months of 2019.

	<b>Diluted EPS</b>
<b>Diluted EPS Attributable to Mondelez International for the Three Months Ended March 31, 2019</b>	<b>\$ 0.63</b>
Simplify to Grow Program <sup>(2)</sup>	0.03
Mark-to-market gains from derivatives <sup>(2)</sup>	(0.01)
Gain on equity method investment transaction <sup>(3)</sup>	(0.01)
Equity method investee acquisition-related or other charges/(benefits), net <sup>(4)</sup>	0.01
<b>Adjusted EPS <sup>(1)</sup> for the Three Months Ended March 31, 2019</b>	<b>\$ 0.65</b>
Increase in operations	0.03
Increase in equity method investment net earnings	0.01
Changes in benefit plan non-service income	0.01
Changes in income taxes <sup>(5)</sup>	0.01
Changes in shares outstanding <sup>(6)</sup>	0.01
<b>Adjusted EPS (constant currency) <sup>(1)</sup> for the Three Months Ended March 31, 2020</b>	<b>\$ 0.72</b>
Unfavorable currency translation	(0.03)
<b>Adjusted EPS <sup>(1)</sup> for the Three Months Ended March 31, 2020</b>	<b>\$ 0.69</b>
Simplify to Grow Program <sup>(2)</sup>	(0.03)
Mark-to-market losses from derivatives <sup>(2)</sup>	(0.11)
Loss related to interest rate swaps <sup>(7)</sup>	(0.06)
Gain on equity method investment transaction <sup>(3)</sup>	0.04
Equity method investee acquisition-related or other (charges)/benefits, net <sup>(4)</sup>	(0.01)
<b>Diluted EPS Attributable to Mondelez International for the Three Months Ended March 31, 2020</b>	<b>\$ 0.52</b>

(1) Refer to the *Non-GAAP Financial Measures* section appearing later in this section.

(2) See the *Operating Income* table above and the related footnotes for more information.

(3) Refer to Note 6, *Equity Method Investments*, for more information on the gains on equity method investment transactions.

(4) Includes our proportionate share of unusual or infrequent items, such as acquisition and divestiture-related costs and restructuring program costs, recorded by our JDE and KDP equity method investees.

(5) Refer to Note 14, *Income Taxes*, for more information on the items affecting income taxes.

(6) Refer to Note 11, *Stock Plans*, for more information on our equity compensation programs and share repurchase program and Note 15, *Earnings per Share*, for earnings per share weighted-average share information.

(7) Refer to Note 9, *Financial Instruments*, for information on our interest rate swaps that we no longer designate as cash flow hedges.

## Results of Operations by Reportable Segment

Our operations and management structure are organized into four operating segments:

- Latin America
- AMEA
- Europe
- North America

We manage our operations by region to leverage regional operating scale, manage different and changing business environments more effectively and pursue growth opportunities as they arise across our key markets. Our regional management teams have responsibility for the business, product categories and financial results in the regions.

We use segment operating income to evaluate segment performance and allocate resources. We believe it is appropriate to disclose this measure to help investors analyze segment performance and trends. See Note 16, *Segment Reporting*, for additional information on our segments and *Items Affecting Comparability of Financial Results* earlier in this section for items affecting our segment operating results.

Our segment net revenues and earnings were:

	For the Three Months Ended March 31,	
	2020	2019
	(in millions)	
Net revenues:		
Latin America	\$ 726	\$ 800
AMEA	1,502	1,541
Europe	2,584	2,551
North America	1,895	1,646
Net revenues	<u>\$ 6,707</u>	<u>\$ 6,538</u>
Earnings before income taxes:		
Operating income:		
Latin America	\$ 78	\$ 98
AMEA	234	256
Europe	472	500
North America	381	319
Unrealized (losses)/gains on hedging activities (mark-to-market impacts)	(185)	16
General corporate expenses	(76)	(109)
Amortization of intangibles	(43)	(44)
Acquisition-related costs	(5)	—
Operating income	<u>856</u>	<u>1,036</u>
Benefit plan non-service income	33	17
Interest and other expense, net	(190)	(80)
Earnings before income taxes	<u>\$ 699</u>	<u>\$ 973</u>



**Latin America**

	For the Three Months Ended March 31,			
	2020	2019	\$ change	% change
	(in millions)			
Net revenues	\$ 726	\$ 800	\$ (74)	(9.3)%
Segment operating income	78	98	(20)	(20.4)%

**Three Months Ended March 31:**

Net revenues decreased \$74 million (9.3%), due to unfavorable currency (16.3 pp) and unfavorable volume/mix (1.9 pp), partially offset by higher net pricing (8.9 pp). Unfavorable currency impacts were due primarily to the strength of the U.S. dollar relative to most currencies in the region including the Brazilian real, Argentinian peso and Mexican peso. Unfavorable volume/mix was due to the impact of pricing-related elasticity and COVID-19 related impacts which emerged late in the quarter. Unfavorable volume/mix was driven by declines in refreshment beverages, gum, chocolate and candy, partially offset by gains in biscuits and cheese & grocery. Higher net pricing was reflected across all categories, driven primarily by Argentina and Mexico.

Segment operating income decreased \$20 million (20.4%), primarily due to higher raw material costs, unfavorable volume/mix, unfavorable currency and higher other selling, general and administrative expenses (net of lapping the expense of a VAT-related settlement in 2019). These unfavorable items were partially offset by higher net pricing, lower manufacturing costs and lower costs incurred for the Simplify to Grow Program.

**AMEA**

	For the Three Months Ended March 31,			
	2020	2019	\$ change	% change
	(in millions)			
Net revenues	\$ 1,502	\$ 1,541	\$ (39)	(2.5)%
Segment operating income	234	256	(22)	(8.6)%

**Three Months Ended March 31:**

Net revenues decreased \$39 million (2.5%), due to unfavorable currency (2.6 pp) and the impact of a divestiture (2.1 pp), partially offset by higher net pricing (1.3 pp) and favorable volume/mix (0.9 pp). Unfavorable currency impacts were due to the strength of the U.S. dollar relative to several currencies in the region, including the Australian dollar, Chinese yuan, South African rand and Indian rupee. The divestiture of most of our cheese business in the Middle East and Africa on May 28, 2019, resulted in a year-over-year decline in net revenues of \$33 million. Higher net pricing was driven by refreshment beverages and biscuits, partially offset by lower net pricing in chocolate, candy, gum and cheese & grocery. Favorable volume/mix, despite the negative impact from COVID-19 related lockdowns impacting our traditional trade markets, was driven by gains in biscuits, chocolate and cheese & grocery, partially offset by declines in gum, refreshment beverages and candy.

Segment operating income decreased \$22 million (8.6%), primarily due to higher raw material costs, higher advertising and consumer promotion costs, unfavorable volume/mix, higher other selling, general and administrative expenses, unfavorable currency and the impact of the divestiture. These unfavorable items were partially offset by higher net pricing, lower manufacturing costs and lower costs incurred for the Simplify to Grow Program.

## Europe

	For the Three Months Ended March 31,			
	2020	2019	\$ change	% change
	(in millions)			
Net revenues	\$ 2,584	\$ 2,551	\$ 33	1.3 %
Segment operating income	472	500	(28)	(5.6)%

### Three Months Ended March 31:

Net revenues increased \$33 million (1.3%), due to favorable volume/mix (3.9 pp) and higher net pricing (0.4 pp), partially offset by unfavorable currency (3.0 pp). Favorable volume/mix was driven by gains across all categories except refreshment beverages. Volume/mix was impacted by COVID-19, as increased food purchases for in-home consumption were more than offset by a negative impact on our travel retail and foodservice businesses due to lockdowns and other restrictions. Higher net pricing was reflected across all categories. Unfavorable currency impacts reflected the strength of the U.S. dollar relative to most currencies in the region, primarily the euro, British pound sterling, Turkish lira, Norwegian krone and Russian ruble.

Segment operating income decreased \$28 million (5.6%), primarily due to higher raw material costs, higher advertising and consumer promotion costs, unfavorable currency, higher manufacturing costs, higher other selling, general and administrative expenses and higher costs incurred for the Simplify to Grow Program. These unfavorable items were partially offset by favorable volume/mix and higher net pricing.

## North America

	For the Three Months Ended March 31,			
	2020	2019	\$ change	% change
	(in millions)			
Net revenues	\$ 1,895	\$ 1,646	\$ 249	15.1%
Segment operating income	381	319	62	19.4%

### Three Months Ended March 31:

Net revenues increased \$249 million (15.1%), due to favorable volume/mix (12.2 pp), the impact of an acquisition (1.9 pp) and higher net pricing (1.2 pp), partially offset by unfavorable currency (0.2 pp). Favorable volume/mix, in part due to the impact from COVID-19 as consumers increased their food purchases for in-home consumption, was driven by gains in biscuits, candy and gum, partially offset by a decline in chocolate. The July 16, 2019 acquisition of a majority interest in Perfect Snacks added net revenues of \$32 million in the first three months of 2020. Higher net pricing was reflected across all categories except gum. Unfavorable currency impact was due to the strength of the U.S. dollar relative to the Canadian dollar.

Segment operating income increased \$62 million (19.4%), primarily due to favorable volume/mix and higher net pricing. These favorable items were partially offset by higher advertising and consumer promotion costs, higher other selling, general and administrative expenses, higher manufacturing costs reflecting COVID-19 related costs and higher raw material costs.

## Liquidity and Capital Resources

We believe that cash from operations, our revolving credit facilities, short-term borrowings and our authorized long-term financing will continue to provide sufficient liquidity for our working capital needs, planned capital expenditures and future payments of our contractual, tax and benefit plan obligations and payments for acquisitions, share repurchases and quarterly dividends. In light of the current uncertainty in the global markets related to the COVID-19 outbreak, however, an economic or credit crisis could occur and impair credit availability and our ability to raise capital when needed. A disruption in the financial markets could also impair our banking and other business partners, on whom we rely for access to capital and as counterparties for a number of our derivative contracts. Any of these and other developments could materially harm our access to capital or financial condition. As a precautionary measure and to preserve financial flexibility, we increased our credit facility borrowing capacity and increased our cash position by borrowing under one of our credit facilities. Refer to *Recent Developments and Significant Items Affecting Comparability* and Note 8, *Debt and Borrowing Arrangements*, for additional details. We also continue to utilize our commercial paper program and international credit lines and evaluate long-term debt issuances to meet our short- and longer-term funding requirements. We also use intercompany loans with our international subsidiaries to improve financial flexibility. Overall, we do not expect any negative effects to our funding sources that would have a material effect on our liquidity, however if a serious economic or credit market crisis ensues, it could have a material adverse effect on our liquidity, results of operations and financial condition.

### *Net Cash Provided by Operating Activities:*

Net cash provided by operating activities was \$284 million in the first three months of 2020 and \$465 million in the first three months of 2019. The decrease in net cash provided by operating activities was due primarily to payments of effective interest rate swap cash settlements and payments for several indirect tax matters that were resolved during the fourth quarter of 2019 under a tax amnesty program in India.

### *Net Cash Used in Investing Activities:*

Net cash used in investing activities was \$55 million in the first three months of 2020 and \$223 million in the first three months of 2019. The decrease in net cash used in investing activities was due primarily to cash received from our participation in the KDP secondary offering and lower capital expenditures, partially offset by the payment of interest rate swaps for which the planned tenor of the related forecasted debt was changed and lower cash receipts from the settlement and replacement of net investment hedge derivative contracts. We continue to make capital expenditures primarily to modernize manufacturing facilities and support new product and productivity initiatives. During the first quarter of 2020 and due to the ongoing COVID-19 situation, we reduced our expected 2020 capital expenditures from up to \$0.9 billion to up to \$0.8 billion, including capital expenditures in connection with our Simplify to Grow Program. We expect to continue to fund these expenditures with cash from operations.

### *Net Cash Provided by Financing Activities:*

Net cash provided by financing activities was \$455 million in the first three months of 2020 and \$201 million in the first three months of 2019. The increase in cash provided by financing activities was primarily due to higher net debt issuances, partially offset by higher dividends paid and higher share repurchases.

### *Debt:*

From time to time we refinance long-term and short-term debt. Refer to Note 8, *Debt and Borrowing Arrangements*, for details of our debt activity during the first three months of 2020. The nature and amount of our long-term and short-term debt and the proportionate amount of each varies as a result of current and expected business requirements, market conditions and other factors. Due to seasonality, in the first and second quarters of the year, our working capital requirements grow, increasing the need for short-term financing. The second half of the year typically generates higher cash flows. As such, we may issue commercial paper or secure other forms of financing throughout the year to meet short-term working capital needs.

One of our subsidiaries, Mondelez International Holdings Netherlands B.V. ("MIHN"), has outstanding debt. The operations held by MIHN generated approximately 71.6% (or \$4.8 billion) of the \$6.7 billion of consolidated net revenue in the three months ended March 31, 2020. The operations held by MIHN represented approximately 88.0% (or \$22.7 billion) of the \$25.8 billion of net assets as of March 31, 2020 and 87.2% (or \$23.9 billion) of the \$27.4 billion of net assets as of December 31, 2019.

During February 2020, our Board of Directors approved a new \$8.0 billion long-term financing authority to replace the prior \$5.0 billion authority. As of March 31, 2020, we had \$8.0 billion of long-term financing authority remaining.

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In the 12 months subsequent to March 31, 2020, approximately \$1.6 billion of long-term debt will mature as follows: \$750 million in May 2020, \$140 million in October 2020 and \$749 million in January 2021. We expect to fund these repayments with a combination of cash from operations, short-term borrowings, including issuance of commercial paper, and long-term debt.

Our total debt was \$19.8 billion at March 31, 2020 and \$18.4 billion at December 31, 2019. Our debt-to-capitalization ratio was 0.44 at March 31, 2020 and 0.40 at December 31, 2019. At March 31, 2020, the weighted-average term of our outstanding long-term debt was 5.8 years. Our average daily commercial paper borrowings outstanding were \$3.7 billion in the first three months of 2020 and \$4.1 billion in the first three months of 2019. We had commercial paper outstanding totaling \$3.7 billion as of March 31, 2020 and \$2.6 billion as of December 31, 2019. We expect to continue to use commercial paper to finance various short-term financing needs. We continue to comply with our debt covenants. Refer to Note 8, *Debt and Borrowing Arrangements*.

### **Commodity Trends**

We regularly monitor worldwide supply, commodity cost and currency trends so we can cost-effectively secure ingredients, packaging and fuel required for production. During the first three months of 2020, the primary drivers of the increase in our aggregate commodity costs were higher currency exchange transaction costs on imported materials, as well as increased costs for dairy, energy, packaging, grains and other ingredients, partially offset by lower costs for sugar and cocoa.

A number of external factors such as the current COVID-19 global pandemic, weather conditions, commodity market conditions, currency fluctuations and the effects of governmental agricultural or other programs affect the cost and availability of raw materials and agricultural materials used in our products. We address higher commodity costs and currency impacts primarily through hedging, higher pricing and manufacturing and overhead cost control. We use hedging techniques to limit the impact of fluctuations in the cost of our principal raw materials; however, we may not be able to fully hedge against commodity cost changes, such as dairy, where there is a limited ability to hedge, and our hedging strategies may not protect us from increases in specific raw material costs. Due to competitive or market conditions, planned trade or promotional incentives, fluctuations in currency exchange rates or other factors, our pricing actions may also lag commodity cost changes temporarily.

We expect price volatility and a higher aggregate cost environment to continue in the remainder of 2020. While the costs of our principal raw materials fluctuate, we believe there will continue to be an adequate supply of the raw materials we use and that they will generally remain available from numerous sources.

### **Off-Balance Sheet Arrangements and Aggregate Contractual Obligations**

See Note 8, *Debt and Borrowing Arrangements*, for information on debt transactions during 2020. There were no other material developments or changes to our off-balance sheet arrangements and aggregate contractual obligations disclosed in our Annual Report on Form 10-K for the year ended December 31, 2019.

### **Equity and Dividends**

#### *Stock Plans and Share Repurchases:*

See Note 11, *Stock Plans*, for more information on our stock plans, grant activity and share repurchase program for the three months ended March 31, 2020.

Between 2013 and 2017, our Board of Directors authorized the repurchase of a total of \$13.7 billion of our Common Stock through December 31, 2018. On January 31, 2018, our Finance Committee, with authorization delegated from our Board of Directors, approved an increase of \$6.0 billion in the share repurchase program, raising the authorization to \$19.7 billion of Common Stock repurchases, and extended the program through December 31, 2020.

We repurchased shares at an aggregate cost of \$17.2 billion, at a weighted-average cost of \$40.09 per share, through March 31, 2020 (\$0.7 billion in the first three months of 2020, \$1.5 billion in 2019, \$2.0 billion in 2018, \$2.2 billion in 2017, \$2.6 billion in 2016, \$3.6 billion in 2015, \$1.9 billion in 2014 and \$2.7 billion in 2013). The number of shares that we ultimately repurchase under our share repurchase program may vary depending on numerous factors, including share price and other market conditions, our ongoing capital allocation planning, levels of cash and debt balances, other demands for cash, such as acquisition activity, general economic or business conditions

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and Board and management discretion. Additionally, our share repurchase activity during any particular period may fluctuate. We may accelerate, suspend, delay or discontinue our share repurchase program at any time, without notice.

### *Dividends:*

We paid dividends of \$409 million in the first three months of 2020 and \$380 million in the first three months of 2019. On July 30, 2019, the Finance Committee, with authorization delegated from our Board of Directors, increased the quarterly cash dividend to \$0.285 per share of Class A Common Stock, an increase of 10 percent, which would be \$1.14 per common share on an annualized basis. The first quarter 2020 dividend was payable on April 14, 2020, to shareholders of record as of March 31, 2020. The declaration of dividends is subject to the discretion of our Board of Directors and depends on various factors, including our net earnings, financial condition, cash requirements, future prospects and other factors that our Board of Directors deems relevant to its analysis and decision making.

We anticipate that the 2020 distributions will be characterized as dividends under U.S. federal income tax rules. The final determination will be made on an IRS Form 1099-DIV issued in early 2021.

## **Significant Accounting Estimates**

We prepare our condensed consolidated financial statements in conformity with U.S. GAAP. The preparation of these financial statements requires the use of estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the periods presented. Actual results could differ from those estimates and assumptions. Our significant accounting policies are described in Note 1 to our consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2019. Our significant accounting estimates are described in *Management's Discussion and Analysis of Financial Condition and Results of Operations* in our Annual Report on Form 10-K for the year ended December 31, 2019. See Note 1, *Basis of Presentation*, for a discussion of the impact of new accounting standards.

### *New Accounting Guidance:*

See Note 1, *Basis of Presentation*, for a discussion of new accounting standards.

### *Contingencies:*

See Note 12, *Commitments and Contingencies*, and Part II, Item 1. *Legal Proceedings*, for a discussion of contingencies.

## **Forward-Looking Statements**

This report contains a number of forward-looking statements. Words, and variations of words, such as “will,” “may,” “expect,” “would,” “could,” “might,” “intend,” “plan,” “believe,” “likely,” “estimate,” “anticipate,” “objective,” “predict,” “seek,” “aim,” “potential,” “outlook” and similar expressions are intended to identify our forward-looking statements, including but not limited to statements about: the impact of the recent outbreak of COVID-19 on consumer demand and our global supply chain, operations and routes to market; our future performance, including our future revenue and earnings growth; our strategy to accelerate consumer-centric growth, drive operational excellence and create a winning growth culture; volatility in global consumer, commodity, currency and capital markets; price volatility and pricing actions; the cost environment and measures to address increased costs; our ability to meet demand for our products; our tax rate, tax positions, tax proceedings and the impact of U.S. and Swiss tax reform on our results; the United Kingdom’s withdrawal from the European Union and its impact on our results, including the consequences of any trade or other cross-border operating agreements, or failure to reach agreements, following the United Kingdom’s withdrawal from the European Union; the costs of, timing of expenditures under and completion of our restructuring program; commodity prices and supply; our investments including in JDE and KDP; innovation; political and economic conditions and volatility; currency exchange rates, controls and restrictions and the effect of currency translation on our results of operations; the application of highly inflationary accounting for our Argentinian subsidiaries and the potential for and impacts from currency devaluation in other countries; the purchase price allocation for the Give & Go transaction; the outcome and effects on us of legal proceedings and government investigations; the estimated value of goodwill and intangible assets; amortization expense for intangible assets; impairment of goodwill and intangible assets and our projections of operating results and other factors that may affect our impairment testing; our accounting estimates and judgments and the impact of new accounting pronouncements; pension expenses, contributions and assumptions; our liquidity, funding sources and

uses of funding, including debt issuances and our use of commercial paper, steps we have taken to enhance our capital structure and liquidity, and our borrowing costs; the planned phase out of London Interbank Offered Rates; our risk management program, including the use of financial instruments and the impacts and effectiveness of our hedging activities; working capital; capital expenditures and funding; funding of debt maturities; share repurchases; dividends; long-term value for our shareholders; the characterization of 2020 distributions as dividends; compliance with our debt covenants; and our contractual and other obligations.

These forward-looking statements involve risks and uncertainties, many of which are beyond our control, and many of these risks and uncertainties are currently amplified by and may continue to be amplified by the COVID-19 outbreak. Important factors that could cause actual results to differ materially from those described in our forward-looking statements include, but are not limited to, uncertainty about the magnitude, duration, geographic reach, impact on the global economy and related current and potential travel restrictions of the COVID-19 outbreak; the current, and uncertain future, impact of the COVID-19 outbreak on our business, growth, reputation, prospects, financial condition, operating results (including components of our financial results), cash flows and liquidity; risks from operating globally including in emerging markets; changes in currency exchange rates, controls and restrictions; continued volatility of commodity and other input costs; weakness in economic conditions; weakness in consumer spending; pricing actions; tax matters including changes in tax rates and laws, disagreements with taxing authorities and imposition of new taxes; use of information technology and third party service providers; unanticipated disruptions to our business, such as the malware incident, cyberattacks or other security breaches; global or regional health pandemics or epidemics, including COVID-19; competition; protection of our reputation and brand image; our ability to innovate and differentiate our products; the restructuring program and our other transformation initiatives not yielding the anticipated benefits; changes in the assumptions on which the restructuring program is based; management of our workforce; consolidation of retail customers and competition with retailer and other economy brands; changes in our relationships with suppliers or customers; legal, regulatory, tax or benefit law changes, claims or actions; the impact of climate change on our supply chain and operations; strategic transactions; significant changes in valuation factors that may adversely affect our impairment testing of goodwill and intangible assets; perceived or actual product quality issues or product recalls; failure to maintain effective internal control over financial reporting; volatility of and access to capital or other markets; pension costs; the expected discontinuance of London Interbank Offered Rates and transition to any other interest rate benchmark; and our ability to protect our intellectual property and intangible assets. We disclaim and do not undertake any obligation to update or revise any forward-looking statement in this report except as required by applicable law or regulation.

### **Non-GAAP Financial Measures**

We use non-GAAP financial information and believe it is useful to investors as it provides additional information to facilitate comparisons of historical operating results, identify trends in our underlying operating results and provide additional insight and transparency on how we evaluate our business. We use non-GAAP financial measures to budget, make operating and strategic decisions and evaluate our performance. We have detailed the non-GAAP adjustments that we make in our non-GAAP definitions below. The adjustments generally fall within the following categories: acquisition & divestiture activities, gains and losses on intangible asset sales and non-cash impairments, major program restructuring activities, constant currency and related adjustments, major program financing and hedging activities and other major items affecting comparability of operating results. We believe the non-GAAP measures should always be considered along with the related U.S. GAAP financial measures. We have provided the reconciliations between the GAAP and non-GAAP financial measures below, and we also discuss our underlying GAAP results throughout our *Management's Discussion and Analysis of Financial Condition and Results of Operations* in this Form 10-Q.

Our primary non-GAAP financial measures are listed below and reflect how we evaluate our current and prior-year operating results. As new events or circumstances arise, these definitions could change. When our definitions change, we provide the updated definitions and present the related non-GAAP historical results on a comparable basis <sup>(1)</sup>.

- "Organic Net Revenue" is defined as net revenues excluding the impacts of acquisitions, divestitures <sup>(2)</sup> and currency rate fluctuations <sup>(3)</sup>. We also evaluate Organic Net Revenue growth from emerging markets and developed markets. Our emerging markets include our Latin America region in its entirety; the AMEA region, excluding Australia, New Zealand and Japan; and the following countries from the Europe region: Russia, Ukraine, Turkey, Kazakhstan, Georgia, Poland, Czech Republic, Slovak Republic, Hungary, Bulgaria, Romania, the Baltics and the East Adriatic countries. Our developed markets include the entire



North America region, the Europe region excluding the countries included in the emerging markets definition, and Australia, New Zealand and Japan from the AMEA region.

- “Adjusted Operating Income” is defined as operating income excluding the impacts of the Simplify to Grow Program <sup>(4)</sup>; gains or losses (including non-cash impairment charges) on goodwill and intangible assets; divestiture <sup>(2)</sup> or acquisition gains or losses and related divestiture <sup>(2)</sup>, acquisition and integration costs <sup>(2)</sup>; the operating results of divestitures <sup>(2)</sup>; remeasurement of net monetary position <sup>(5)</sup>; mark-to-market impacts from commodity and forecasted currency transaction derivative contracts <sup>(6)</sup>; impact from resolution of tax matters <sup>(7)</sup>; CEO transition remuneration <sup>(8)</sup>; impact from pension participation changes <sup>(9)</sup>; Swiss tax reform impacts <sup>(10)</sup>; and incremental expenses related to the 2017 malware incident. We also present “Adjusted Operating Income margin,” which is subject to the same adjustments as Adjusted Operating Income. We also evaluate growth in our Adjusted Operating Income on a constant currency basis <sup>(3)</sup>.
- “Adjusted EPS” is defined as diluted EPS attributable to Mondelēz International from continuing operations excluding the impacts of the items listed in the Adjusted Operating Income definition as well as losses on debt extinguishment and related expenses; gain on equity method investment transactions; net earnings from divestitures <sup>(2)</sup>; gains or losses on interest rate swaps no longer designated as accounting cash flow hedges due to changed financing and hedging plans and U.S. and Swiss tax reform impacts <sup>(10)</sup>. Similarly, within Adjusted EPS, our equity method investment net earnings exclude our proportionate share of our investees’ unusual or infrequent items <sup>(11)</sup>. We also evaluate growth in our Adjusted EPS on a constant currency basis <sup>(3)</sup>.

- (1) When items no longer impact our current or future presentation of non-GAAP operating results, we remove these items from our non-GAAP definitions.
- (2) Divestitures include completed sales of businesses and exits of major product lines upon completion of a sale or licensing agreement. See Note 2, *Acquisitions and Divestitures*, for information on acquisitions and divestitures impacting the comparability of our results.
- (3) Constant currency operating results are calculated by dividing or multiplying, as appropriate, the current-period local currency operating results by the currency exchange rates used to translate the financial statements in the comparable prior-year period to determine what the current-period U.S. dollar operating results would have been if the currency exchange rate had not changed from the comparable prior-year period.
- (4) Non-GAAP adjustments related to the Simplify to Grow Program reflect costs incurred that relate to the objectives of our program to transform our supply chain network and organizational structure. Costs that do not meet the program objectives are not reflected in the non-GAAP adjustments.
- (5) During the third quarter of 2018, as we began to apply highly inflationary accounting for Argentina (refer to Note 1, *Basis of Presentation*), we excluded the remeasurement gains or losses related to remeasuring net monetary assets or liabilities in Argentina during the period to be consistent with our prior accounting for these remeasurement gains/losses for Venezuela when it was subject to highly inflationary accounting prior to 2016.
- (6) During the third quarter of 2016, we began to exclude unrealized gains and losses (mark-to-market impacts) from outstanding commodity and forecasted currency transaction derivatives from our non-GAAP earnings measures until such time that the related exposures impact our operating results. Since we purchase commodity and forecasted currency transaction contracts to mitigate price volatility primarily for inventory requirements in future periods, we made this adjustment to remove the volatility of these future inventory purchases on current operating results to facilitate comparisons of our underlying operating performance across periods. We also discontinued designating commodity and forecasted currency transaction derivatives for hedge accounting treatment. To facilitate comparisons of our underlying operating results, we have recast all historical non-GAAP earnings measures to exclude the mark-to-market impacts.
- (7) See Note 12, *Commitments and Contingencies – Tax Matters*, and our Annual Report on Form 10-K for the year ended December 31, 2018 for additional information.
- (8) On November 20, 2017, Dirk Van de Put succeeded Irene Rosenfeld as CEO of Mondelēz International in advance of her retirement at the end of March 2018. In order to incent Mr. Van de Put to join us, we provided him compensation with a total combined target value of \$42.5 million to make him whole for incentive awards he forfeited or grants that were not made to him when he left his former employer. The compensation we granted took the form of cash, deferred stock units, performance share units and stock options. In connection with Irene Rosenfeld’s retirement, we made her outstanding grants of performance share units for the 2016-2018 and 2017-2019 performance cycles eligible for continued vesting and approved a \$0.5 million salary for her service as Chairman from January through March 2018. We refer to these elements of Mr. Van de Put’s and Ms. Rosenfeld’s compensation arrangements together as “CEO transition remuneration.” We are excluding amounts we expense as CEO transition remuneration from our non-GAAP results because those amounts are not part of our regular compensation program and are incremental to amounts we would have incurred as ongoing CEO compensation. As a result, in 2017, we excluded amounts expensed for the cash payment to Mr. Van de Put and partial vesting of his equity grants. In 2018, we excluded amounts paid for Ms. Rosenfeld’s service as Chairman and partial vesting of Mr. Van de Put’s and Ms. Rosenfeld’s equity grants. In 2019, we excluded amounts related to the partial vesting of Mr. Van de Put’s equity grants. During the first quarter of 2020, Mr. Van de Put’s equity grants became fully vested.
- (9) The impact from pension participation changes represents the charges incurred when employee groups are withdrawn from multiemployer pension plans and other changes in employee group pension plan participation. We exclude these charges from our non-GAAP results because those amounts do not reflect our ongoing pension obligations. See Note 10, *Benefit Plans*, for more information on the multiemployer pension plan withdrawal.
- (10) We exclude the impact of the 2019 Swiss tax reform and 2017 U.S. tax reform. During the third quarter of 2019, Swiss Federal and Zurich Cantonal tax events drove our recognition of a Swiss tax reform net benefit to our results of operations. On

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December 22, 2017, the United States enacted tax reform legislation that included a broad range of business tax provisions. We exclude these tax reform impacts from our Adjusted EPS as they do not reflect our ongoing tax obligations under the new tax reforms. Refer to our Annual Report on Form 10-K for the year ended December 31, 2019 for more information on the impact of Swiss and U.S. tax reform.

- (11) We have excluded our proportionate share of our equity method investees' unusual or infrequent items such as acquisition and divestiture related costs, restructuring program costs and discrete U.S. tax reform impacts, in order to provide investors with a comparable view of our performance across periods. Although we have shareholder rights and board representation commensurate with our ownership interests in our equity method investees and review the underlying operating results and unusual or infrequent items with them each reporting period, we do not have direct control over their operations or resulting revenue and expenses. Our use of equity method investment net earnings on an adjusted basis is not intended to imply that we have any such control. Our GAAP "diluted EPS attributable to Mondelez International from continuing operations" includes all of the investees' unusual and infrequent items.

We believe that the presentation of these non-GAAP financial measures, when considered together with our U.S. GAAP financial measures and the reconciliations to the corresponding U.S. GAAP financial measures, provides you with a more complete understanding of the factors and trends affecting our business than could be obtained absent these disclosures. Because non-GAAP financial measures vary among companies, the non-GAAP financial measures presented in this report may not be comparable to similarly titled measures used by other companies. Our use of these non-GAAP financial measures is not meant to be considered in isolation or as a substitute for any U.S. GAAP financial measure. A limitation of these non-GAAP financial measures is they exclude items detailed below that have an impact on our U.S. GAAP reported results. The best way this limitation can be addressed is by evaluating our non-GAAP financial measures in combination with our U.S. GAAP reported results and carefully evaluating the following tables that reconcile U.S. GAAP reported figures to the non-GAAP financial measures in this Form 10-Q.

*Organic Net Revenue:*

Applying the definition of "Organic Net Revenue," the adjustments made to "net revenues" (the most comparable U.S. GAAP financial measure) were to exclude the impact of currency, an acquisition and a divestiture. We believe that Organic Net Revenue reflects the underlying growth from the ongoing activities of our business and provides improved comparability of results. We also evaluate our Organic Net Revenue growth from emerging markets and developed markets, and these underlying measures are also reconciled to U.S. GAAP below.

	For the Three Months Ended March 31, 2020			For the Three Months Ended March 31, 2019		
	Emerging Markets	Developed Markets	Total	Emerging Markets	Developed Markets	Total
	(in millions)			(in millions)		
<b>Net Revenue</b>	<b>\$ 2,417</b>	<b>\$ 4,290</b>	<b>\$ 6,707</b>	<b>\$ 2,502</b>	<b>\$ 4,036</b>	<b>\$ 6,538</b>
Impact of currency	164	85	249	—	—	—
Impact of acquisition	—	(32)	(32)	—	—	—
Impact of divestiture	—	—	—	(33)	—	(33)
<b>Organic Net Revenue</b>	<b>\$ 2,581</b>	<b>\$ 4,343</b>	<b>\$ 6,924</b>	<b>\$ 2,469</b>	<b>\$ 4,036</b>	<b>\$ 6,505</b>



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**Adjusted Operating Income:**

Applying the definition of “Adjusted Operating Income,” the adjustments made to “operating income” (the most comparable U.S. GAAP financial measure) were to exclude Simplify to Grow Program; mark-to-market impacts from commodity and forecasted currency transaction derivative contracts; acquisition and divestiture-related costs; operating income from a divestiture; the remeasurement of net monetary position; and CEO transition remuneration. We also evaluate Adjusted Operating Income on a constant currency basis. We believe these measures provide improved comparability of underlying operating results.

	For the Three Months Ended March 31,			
	2020	2019	\$ Change	% Change
	(in millions)			
<b>Operating Income</b>	<b>\$ 856</b>	<b>\$ 1,036</b>	<b>\$ (180)</b>	<b>(17.4)%</b>
Simplify to Grow Program <sup>(1)</sup>	58	70	(12)	
Mark-to-market losses/(gains) from derivatives <sup>(2)</sup>	185	(16)	201	
Acquisition-related costs <sup>(3)</sup>	5	—	5	
Divestiture-related costs <sup>(3)</sup>	—	(1)	1	
Operating income from divestiture <sup>(3)</sup>	—	(4)	4	
Remeasurement of net monetary position <sup>(4)</sup>	2	2	—	
CEO transition remuneration <sup>(5)</sup>	—	3	(3)	
<b>Adjusted Operating Income</b>	<b>\$ 1,106</b>	<b>\$ 1,090</b>	<b>\$ 16</b>	<b>1.5 %</b>
Unfavorable currency translation	46	—	46	
<b>Adjusted Operating Income (constant currency)</b>	<b>\$ 1,152</b>	<b>\$ 1,090</b>	<b>\$ 62</b>	<b>5.7 %</b>

(1) Refer to Note 7, *Restructuring Program*, for more information.

(2) Refer to Note 9, *Financial Instruments*, Note 16, *Segment Reporting*, and *Non-GAAP Financial Measures* section for more information on the unrealized gains/losses on commodity and forecasted currency transaction derivatives.

(3) Refer to Note 2, *Acquisitions and Divestitures*, for more information on the April 1, 2020 acquisition of a significant majority interest in Give & Go and the May 28, 2019 divestiture of most of our cheese business in the Middle East and Africa.

(4) Refer to Note 1, *Basis of Presentation – Currency Translation and Highly Inflationary Accounting*, for information on our application of highly inflationary accounting for Argentina.

(5) Refer to the *Non-GAAP Financial Measures* definition and related table notes.

*Adjusted EPS:*

Applying the definition of “Adjusted EPS,” <sup>(1)</sup> the adjustments made to “diluted EPS attributable to Mondelēz International” (the most comparable U.S. GAAP financial measure) were to exclude the impacts of the items listed in the Adjusted Operating Income tables above as well as a loss related to interest rate swaps; gains on equity method investment transactions; and our proportionate share of unusual or infrequent items recorded by our JDE and KDP equity method investees. We also evaluate Adjusted EPS on a constant currency basis. We believe Adjusted EPS provides improved comparability of underlying operating results.

	For the Three Months Ended March 31,		\$ Change	% Change
	2020	2019		
<b>Diluted EPS attributable to Mondelēz International</b>	<b>\$ 0.52</b>	<b>\$ 0.63</b>	<b>\$ (0.11)</b>	<b>(17.5)%</b>
Simplify to Grow Program <sup>(2)</sup>	0.03	0.03	—	
Mark-to-market losses/(gains) from derivatives <sup>(2)</sup>	0.11	(0.01)	0.12	
Loss related to interest rate swaps <sup>(3)</sup>	0.06	—	0.06	
Gains on equity method investment transactions <sup>(4)</sup>	(0.04)	(0.01)	(0.03)	
Equity method investee acquisition-related or other charges/(benefits), net <sup>(5)</sup>	0.01	0.01	—	
<b>Adjusted EPS</b>	<b>\$ 0.69</b>	<b>\$ 0.65</b>	<b>\$ 0.04</b>	<b>6.2 %</b>
Unfavorable currency translation	0.03	—	0.03	
<b>Adjusted EPS (constant currency)</b>	<b>\$ 0.72</b>	<b>\$ 0.65</b>	<b>\$ 0.07</b>	<b>10.8 %</b>

- (1) The tax expense/(benefit) of each of the pre-tax items excluded from our GAAP results was computed based on the facts and tax assumptions associated with each item, and such impacts have also been excluded from Adjusted EPS.
- For the three months ended March 31, 2020, taxes for the: Simplify to Grow Program were \$(13) million, mark-to-market losses from derivatives were \$(32) million, loss related to interest rate swaps were \$(24) million, gain on equity method investment transactions were \$17 million and equity method investee and other adjustments were \$(1) million.
  - For the three months ended March 31, 2019, taxes for the: Simplify to Grow Program were \$(19) million, mark-to-market gains from derivatives were \$3 million, gain on equity method investment transaction were \$5 million and equity method investee and other adjustments were \$(4) million.
- (2) See the *Adjusted Operating Income* table above and the related footnotes for more information.
- (3) Refer to Note 9, *Financial Instruments*, for information on our interest rate swaps that we no longer designate as cash flow hedges.
- (4) Refer to Note 6, *Equity Method Investments*, for more information on the gains on equity method investment transactions.
- (5) Includes our proportionate share of unusual or infrequent items, such as acquisition and divestiture-related costs and restructuring program costs, recorded by our JDE and KDP equity method investees.

### Item 3. Quantitative and Qualitative Disclosures about Market Risk.

As we operate globally, we are primarily exposed to currency exchange rate, commodity price and interest rate market risks. We monitor and manage these exposures as part of our overall risk management program. Our risk management program focuses on the unpredictability of financial markets and seeks to reduce the potentially adverse effects that the volatility of these markets may have on our operating results.

During 2020, the COVID-19 pandemic and related global response significantly impacted economic activity and markets around the world. National and local governments imposed preventative or protective restrictions on travel and business operations and advised or required citizens to remain at home. Temporary closures of businesses were ordered and numerous other businesses temporarily closed voluntarily. The impact of the global pandemic and response has had a material unfavorable impact on global markets, including commodity, currency and capital markets, and these markets are likely to continue to remain volatile while the situation continues. An economic or credit crisis could occur and impair credit availability and our ability to raise capital when needed. A disruption in the financial markets may have a negative effect on our derivative counterparties and could impair our banking or other business partners, on whom we rely for access to capital and as counterparties for a number of our derivative contracts. We are actively working to mitigate these risks and we largely employed existing strategies that are described below to mitigate these market risks related to currency, commodity and interest rate risks.

We principally utilize derivative instruments to reduce significant, unanticipated earnings fluctuations that may arise from volatility in currency exchange rates, commodity prices and interest rates. For additional information on our derivative activity and the types of derivative instruments we use to hedge our currency exchange, commodity price and interest rate exposures, see Note 9, *Financial Instruments*.

Many of our non-U.S. subsidiaries operate in functional currencies other than the U.S. dollar. Fluctuations in currency exchange rates create volatility in our reported results as we translate the balance sheets, operating results and cash flows of these subsidiaries into the U.S. dollar for consolidated reporting purposes. The translation of non-U.S. dollar denominated balance sheets and statements of earnings of our subsidiaries into the U.S. dollar for consolidated reporting generally results in a cumulative translation adjustment to other comprehensive income within equity. A stronger U.S. dollar relative to other functional currencies adversely affects our consolidated earnings and net assets while a weaker U.S. dollar benefits our consolidated earnings and net assets. While we hedge significant forecasted currency exchange transactions as well as certain net assets of non-U.S. operations and other currency impacts, we cannot fully predict or eliminate volatility arising from changes in currency exchange rates on our consolidated financial results. See *Consolidated Results of Operations and Results of Operations by Reportable Segment* under *Discussion and Analysis of Historical Results* for currency exchange effects on our financial results during the three months ended March 31, 2020. Throughout our discussion and analysis of results, we isolate currency impacts and supplementally provide net revenues, operating income and diluted earnings per share on a constant currency basis. For additional information on the impact of currency policies, recent currency devaluations and highly inflationary accounting on our financial condition and results of operations, also see Note 1, *Basis of Presentation – Currency Translation and Highly Inflationary Accounting*.

We also continually monitor the market for commodities that we use in our products. Input costs may fluctuate widely due to international demand, weather conditions, government policy and regulation and unforeseen conditions such as the current COVID-19 global pandemic. To manage input cost volatility, we enter into forward purchase agreements and other derivative financial instruments. We also pursue productivity and cost saving measures and take pricing actions when necessary to mitigate the impact of higher input costs on earnings.

We regularly evaluate our variable and fixed-rate debt as well as current and expected interest rates in the markets in which we raise capital. Our primary exposures include movements in U.S. Treasury rates, corporate credit spreads, commercial paper rates as well as limited debt tied to London Interbank Offered Rates (“LIBOR”). The Financial Conduct Authority in the United Kingdom plans to phase out LIBOR by the end of 2021. We do not anticipate a significant impact to our financial position from the planned phase out of LIBOR given our current mix of variable and fixed-rate debt. We periodically use interest rate swaps and forward interest rate contracts to achieve a desired proportion of variable versus fixed rate debt based on current and projected market conditions. For more information on our 2020 debt activity, see Note 8, *Debt and Borrowing Arrangements*.

Due to the current uncertainty in the global markets related to the COVID-19 outbreak, as a precautionary measure and to preserve financial flexibility, we increased our credit facility borrowing capacity and cash position by borrowing under some of our credit facilities. Refer to Note 8, *Debt and Borrowing Arrangements*, for additional

details. As discussed further in *Liquidity and Capital Resources*, we also continue to utilize other short- and longer-term financing arrangements.

See Note 9, *Financial Instruments*, for more information on our 2020 derivative activity. For additional information on our hedging strategies, policies and practices on an ongoing basis, also refer to our Annual Report on Form 10-K for the year ended December 31, 2019.

#### **Item 4. Controls and Procedures.**

##### **Evaluation of Disclosure Controls and Procedures**

We have established disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and such information is accumulated and communicated to our management, including our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), as appropriate to allow timely decisions regarding required disclosure. Management, together with our CEO and CFO, evaluated the effectiveness of the Company’s disclosure controls and procedures as of March 31, 2020. Based on this evaluation, the CEO and CFO concluded that our disclosure controls and procedures were effective as of March 31, 2020.

##### **Changes in Internal Control Over Financial Reporting**

Management, together with our CEO and CFO, evaluated the changes in our internal control over financial reporting during the quarter ended March 31, 2020. A significant number of our employees and those of our outsourcing partners and other accounting service providers worked remotely beginning in March 2020 as a significant number of our and their offices were closed in response to the COVID-19 outbreak. There were no material changes in our internal controls over financial reporting as we were able to continue to maintain our existing controls and procedures over our financial reporting during the quarter ended March 31, 2020.

## PART II – OTHER INFORMATION

### Item 1. Legal Proceedings.

Information regarding legal proceedings is available in Note 12, *Commitments and Contingencies*, to the condensed consolidated financial statements in this report.

### Item 1A. Risk Factors.

The following represents a material change in our risk factors from those disclosed in our Annual Report on Form 10-K for the year ended December 31, 2019.

#### **Global or regional health pandemics or epidemics, including COVID-19, could negatively impact our business operations, financial performance and results of operations.**

Our business and financial results could be negatively impacted by the recent outbreak of COVID-19 or other pandemics or epidemics. The severity, magnitude and duration of the current COVID-19 pandemic is uncertain, rapidly changing and hard to predict. In 2020, COVID-19 has significantly impacted economic activity and markets around the world, and it could negatively impact our business in numerous ways, including but not limited to those outlined below:

- We expect the COVID-19 outbreak to result in lower revenues in some of our emerging market countries that have a higher concentration of traditional trade outlets (such as small family-run stores), as well as in our travel retail (such as international duty-free stores) and foodservice businesses.
- In addition, we expect increased sales of some of our products for in-home consumption that are currently in demand in some markets and channels, such as the United States and some European markets and modern trade. We are unable to predict how long this sustained demand will last or how significant it will be.
- Commodity costs have become more volatile due to the COVID-19 outbreak. We expect continued commodity cost volatility, and our commodity hedging activities might not sufficiently offset this volatility.
- The COVID-19 outbreak could disrupt our global supply chain, operations and routes to market or those of our suppliers, their suppliers, or our co-manufacturers or distributors. These disruptions or our failure to effectively respond to them could increase product or distribution costs or cause delays in delivering or an inability to deliver products to our customers. For example, we have experienced temporary disruptions in operations in some of our emerging markets such as India and Nigeria.
- Disruptions or uncertainties related to the COVID-19 outbreak for a sustained period of time could result in delays or modifications to our strategic plans and initiatives and hinder our ability to achieve our objective to reduce our operating cost structure in both our supply chain and overhead costs through our Simplify to Grow Program.
- Illness, travel restrictions, absenteeism or other workforce disruptions could negatively affect our supply chain, manufacturing, distribution or other business processes.
- Government or regulatory responses to pandemics could negatively impact our business. Mandatory lockdowns or other restrictions on operations in some countries have temporarily disrupted our ability to distribute our products in some of these markets. Continuation or expansion of these disruptions could materially adversely impact our operations and results.
- We expect to be negatively impacted by currency translation losses from a generally stronger U.S. dollar relative to other currencies in the countries in which we operate. These along with currency transaction losses could adversely affect our reported results of operations and financial condition.
- The COVID-19 outbreak has increased volatility and pricing in the capital markets and commercial paper markets, and volatility is likely to continue. We might not be able to continue to access preferred sources of liquidity when we would like or on terms we find acceptable, and our borrowing costs could increase. An economic or credit crisis could occur and impair credit availability and our ability to raise capital when needed. A disruption in the financial markets may have a negative effect on our derivative counterparties and could impair our banking or other business partners, on whom we rely for access to capital and as counterparties for a number of our derivative contracts.

These and other impacts of the COVID-19 or other global or regional health pandemics or epidemics could have the effect of heightening many of the other risks described in the “Risk Factors” section of our Annual Report on Form 10-K, such as those relating to our reputation, brands, product sales, results of operations or financial condition. We might not be able to predict or respond to all impacts on a timely basis to prevent near- or long-term adverse impacts to our results. The ultimate impact of these disruptions also depends on events beyond our knowledge or

control, including the duration and severity of any outbreak and actions taken by parties other than us to respond to them. Any of these disruptions could have a negative impact on our business operations, financial performance and results of operations, which impact could be material. Additionally, COVID-19 may also materially adversely affect our operating results and financial position in a manner that is not currently known to us or that we do not currently consider to present significant risks to our operations.

**Item 2. Unregistered Sales of Equity and Use of Proceeds.**

Our stock repurchase activity for each of the three months in the quarter ended March 31, 2020 was:

Period	Issuer Purchases of Equity Securities			
	Total Number of Shares Purchased <sup>(1)</sup>	Average Price Paid per Share <sup>(1)</sup>	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(2)</sup>	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs <sup>(2)(3)</sup>
January 1-31, 2020	4,642,233	\$ 54.98	4,547,900	\$ 2,901
February 1-29, 2020	3,706,772	57.18	3,333,547	2,711
March 1-31, 2020	5,043,655	51.82	5,036,939	2,450
For the Quarter Ended March 31, 2020	13,392,660	54.40	12,918,386	

- (1) The total number of shares purchased (and the average price paid per share) reflects: (i) shares purchased pursuant to the repurchase program described in (2) below; and (ii) shares tendered to us by employees who used shares to exercise options and to pay the related taxes for grants of deferred stock that vested, totaling 94,333 shares, 373,225 shares and 6,716 shares for the fiscal months of January, February and March 2020, respectively.
- (2) Our Board of Directors has authorized the repurchase of \$19.7 billion of our Common Stock through December 31, 2020. Specifically, on March 12, 2013, our Board of Directors authorized the repurchase of up to the lesser of 40 million shares or \$1.2 billion of our Common Stock through March 12, 2016. On August 6, 2013, our Audit Committee, with authorization delegated from our Board of Directors, increased the repurchase program capacity to \$6.0 billion of Common Stock repurchases and extended the expiration date to December 31, 2016. On December 3, 2013, our Board of Directors approved an increase of \$1.7 billion to the program related to a new accelerated share repurchase program, which concluded in May 2014. On July 29, 2015, our Finance Committee, with authorization delegated from our Board of Directors, approved a \$6.0 billion increase that raised the repurchase program capacity to \$13.7 billion and extended the program through December 31, 2018. On January 31, 2018, our Finance Committee, with authorization delegated from our Board of Directors, approved an increase of \$6.0 billion in the share repurchase program, raising the authorization to \$19.7 billion of Common Stock repurchases, and extended the program through December 31, 2020. See related information in Note 11, *Stock Plans*.
- (3) Dollar values stated in millions.

**Item 6. Exhibits.**

Exhibit Number	Description
3.1	<a href="#">Amended and Restated By-Laws of the Registrant, effective as of March 17, 2020 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on March 18, 2020).</a>
10.1	<a href="#">364-Day Revolving Credit Agreement, dated February 26, 2020, by and among the Registrant, the lenders named therein and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on February 27, 2020).</a>
10.2	<a href="#">364-Day Revolving Credit Agreement, dated March 6, 2020, by and among the Registrant, the lenders named therein and JPMorgan Chase Bank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on March 9, 2020).</a>
10.3	<a href="#">364-Day Revolving Credit Agreement, dated March 24, 2020, by and among the Registrant, the lenders named therein and Citibank, N.A., as Administrative Agent (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on March 26, 2020).</a>
10.4	<a href="#">Form of Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan Non-Qualified Global Stock Option Agreement.</a> <sup>+</sup>
10.5	<a href="#">Form of Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan Global Long-Term Incentive Grant Agreement.</a> <sup>+</sup>
10.6	<a href="#">Form of Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan Global Deferred Stock Unit Agreement.</a> <sup>+</sup>
10.7	<a href="#">Offer of Employment Letter between the Registrant and Gustavo Valle, dated January 6, 2020.</a> <sup>+</sup>
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended.</a>
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended.</a>
32.1	<a href="#">Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101	The following materials from Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020 are formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Condensed Consolidated Statements of Earnings, (ii) the Condensed Consolidated Statements of Comprehensive Earnings, (iii) the Condensed Consolidated Balance Sheets, (iv) the Condensed Consolidated Statements of Equity, (v) the Condensed Consolidated Statements of Cash Flows and (vi) Notes to Condensed Consolidated Financial Statements.
104	The cover page from Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, formatted in Inline XBRL (included as Exhibit 101).

<sup>+</sup> Indicates a management contract or compensatory plan or arrangement.

**Signature**

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

MONDELÉZ INTERNATIONAL, INC.

By: /s/ LUCA ZARAMELLA

Luca Zaramella  
Executive Vice President and  
Chief Financial Officer  
(Duly Authorized Officer)

April 28, 2020



**MONDELÉZ INTERNATIONAL, INC.**  
**AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN**  
**(Amended and Restated as of February 3, 2017)**

**NON-QUALIFIED GLOBAL STOCK OPTION AGREEMENT**

MONDELÉZ INTERNATIONAL, INC., a Virginia corporation (the “Company”), hereby grants to the employee (the “Optionee”) identified in the award statement provided to the Optionee (the “Award Statement”) under the Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan, as amended from time to time (the “Plan”) non-qualified stock options (the “Option”). The Option entitles the Optionee to exercise options for up to the aggregate number of shares set forth in the Award Statement (the “Option Shares”) of the Company’s Common Stock, at the price per share set forth in the Award Statement (the “Grant Price”). Capitalized terms not otherwise defined in this Non-Qualified Global Stock Option Agreement (this “Agreement”) shall have the same meaning as defined under the Plan. All references to action of or approval by the Committee shall be deemed to include action of or approval by any other person(s) to whom the Committee has delegated authority to act.

The Option is subject to the following terms and conditions (including the country-specific terms set forth in Appendix A to this Agreement):

**The Optionee must either execute and deliver an acceptance of the terms set forth in this Agreement or electronically accept the terms set forth in this Agreement, in the manner and within a period specified by the Committee. The Committee may, in its sole discretion, cancel the Option if the Optionee fails to accept this Agreement and related documents within the specified period or using the procedures for acceptance established by the Committee.**

1. Vesting. Except as expressly provided in this Agreement, this Option may not be exercised before the vesting requirements (“Vesting Requirements”) set forth in the schedule to the Award Statement (the “Schedule”) have been satisfied.

2. Vesting Upon Termination of Employment. Unless determined otherwise by the Committee or except as expressly provided in this Agreement, if the Optionee terminates employment with the Mondelēz Group before satisfying the Vesting Requirements, this Option will not be exercisable. If the Optionee terminates employment with the Mondelez Group before satisfying the Vesting Requirements due to:

(a) the Optionee’s death or Disability (as defined below in paragraph 15), then this Option will become immediately exercisable for 100% of the Option Shares identified in the Award Statement; or

(b) the Optionee’s Retirement (as defined below in paragraph 15) occurring at least ninety (90) days after the date of grant (“Grant Date”) of the Option, or as otherwise determined by the Committee, and provided the Option is not otherwise accounted for, or included in, the Optionee’s severance or retirement arrangement with the Mondelēz Group and the Optionee timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion, then this Option will continue to vest and become exercisable as identified on the Schedule as if the Optionee’s employment had not terminated.

3. Exercisability Upon Termination of Employment from the Mondelēz Group. During the period commencing on the first date that the Vesting Requirements are satisfied (or, such earlier date determined in accordance with paragraph 2) until the close of the market on the expiration date set forth in the Schedule (“Expiration Date”) (or if the market is closed on such date, the close of the market on the last date the market is open prior to the Expiration Date), this Option may be exercised in whole or in part with respect to such Option Shares, subject to the following provisions:

(a) In the event that the Optionee's employment terminates by reason of Retirement, death or Disability, such Option may be exercised on or prior to the Expiration Date;

(b) If employment is terminated by the Optionee (other than by Retirement, death or Disability), such Option may be exercised until the close of the market 30 days from the effective date of termination (the "30-Day Period") (or if the market is closed on such date, the close of the market on the last date the market is open prior to the expiration of the 30-Day Period);

(c) If, other than by death, Disability or Retirement, the Optionee's employment is terminated by the Mondelēz Group without Cause for any reason (even if such termination constitutes unfair dismissal under the employment laws of the country where the Optionee resides or if the Optionee's termination is later determined to be invalid and/or his or her employment is reinstated) or in the event of any other termination of employment caused directly or indirectly by the Mondelēz Group, such Option may be exercised until the close of the market 12 months from the effective date of termination (the "12-Month Period") (or if the market is closed on such date, the close of the market on the last date the market is open prior to the expiration of the 12-Month Period); and

(d) If the Optionee's employment is involuntarily suspended or terminated by the Mondelēz Group for Cause, the Option shall be forfeited.

No provision of this paragraph 3 shall permit the exercise of any Option after the Expiration Date. For purposes of this Agreement, the Optionee's employment shall be deemed to be terminated when he or she is no longer actively employed by the Mondelēz Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any). The Optionee shall not be considered actively employed during any period for which he or she is receiving, or is eligible to receive, salary continuation, notice period or garden leave payments, or other comparable benefits or through other such arrangements that may be entered into that give rise to separation or notice pay. The Committee shall have the exclusive discretion to determine when the Optionee is no longer actively employed for purposes of the Option. Unless otherwise determined by the Committee, leaves of absence shall not constitute a termination of employment for purposes of this Agreement. Notwithstanding the foregoing provisions and unless otherwise determined by the Company, this Option may only be exercised on a day that the Nasdaq Global Select Market (the "Exchange") is open. Accordingly, if the Expiration Date (or the expiration of the 30-Day Period and/or the 12-Month Period) is a day the Exchange is closed, the Expiration Date (or the expiration of the 30-Day Period and/or the 12-Month Period) shall be the immediately preceding day on which the Exchange is open.

4. Exercise of Option and Withholding Taxes. This Option may be exercised only in accordance with the procedures and limitations (including the country-specific terms set forth in Appendix A to this Agreement) set forth in this paragraph 4, the Company's Equity Grants Guide, as amended from time to time, or such other similar-type communication provided by the Company. Payment of the aggregate Grant Price shall be by any of the following, or a combination thereof:

(a) to the extent permitted by applicable law, by cash, check or cash equivalent;

(b) consideration received by the Company from a cashless exercise through a licensed securities broker acceptable to the Company;

(c) if the Optionee is a U.S. taxpayer or if permitted by the Committee, by surrender of shares of Common Stock previously owned by the Optionee which meet the conditions established by the Committee; or

(d) any other methods approved by the Committee and permitted by applicable laws.

The Optionee acknowledges that, regardless of any action taken by the Company or, if different, the Optionee's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee or deemed by the Company or the Employer, in their discretion, to be an appropriate charge to the Optionee even if legally applicable to the Company or the Employer ("Tax-Related Items"), is and remains the Optionee's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Optionee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including the grant, vesting or exercise of the Option, the subsequent sale of Option Shares acquired pursuant to such exercise and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate the Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if the Optionee becomes subject to any Tax-Related Items in more than one jurisdiction, the Optionee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction.

The Optionee acknowledges and agrees that the Company may refuse to issue or deliver shares of Common Stock upon exercise of the Option if Optionee fails to comply with his or her Tax-Related Items obligations or the Company has not received payment in a form acceptable to the Company for all applicable Tax-Related Items, as well as amounts due to the Company as "hypothetical taxes", if applicable, pursuant to the then-current international assignment and tax and/or social insurance equalization policies and procedures of the Mondelēz Group, or arrangements satisfactory to the Company for the payment thereof have been made.

In this regard, the Optionee authorizes the Company and/or the Employer, in their sole discretion and without any notice or further authorization by the Optionee, to satisfy any applicable withholding obligations with regard to all Tax-Related Items legally due by the Optionee (or otherwise due from the Optionee as set forth above in this paragraph 4) and any hypothetical taxes from the Optionee's wages or other cash compensation paid by the Company and/or the Employer or from proceeds of the sale of Option Shares. Alternatively, or in addition, the Company may instruct the broker it has selected for this purpose (on the Optionee's behalf and at the Optionee's direction pursuant to this authorization without further consent) to sell the Option Shares that the Optionee acquires to meet the Tax-Related Items withholding obligation and any hypothetical taxes. In addition, unless otherwise determined by the Committee, Tax-Related Items or hypothetical taxes may be paid by withholding from Option Shares subject to the exercised Option, provided, however, that withholding in Option Shares shall be subject to approval by the Committee to the extent deemed necessary or advisable by counsel to the Company at the time of any relevant tax withholding event. Finally, the Optionee agrees to pay to the Company or the Employer any amount of Tax-Related Items and hypothetical taxes that the Company or the Employer may be required to withhold as a result of the Optionee's participation in the Plan or the Optionee's exercise of the Option that cannot be satisfied by the means previously described.

The Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering statutory withholding rates or other applicable withholding rates, including minimum rates or maximum rates applicable in the Optionee's jurisdiction(s), in which case the Optionee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent shares of Common Stock. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Optionee is deemed to have been issued the full number of Option Shares, notwithstanding that a number of the Option Shares are held back solely for the purpose of paying the Tax-Related Items and/or hypothetical taxes due as a result of any aspect of the Optionee's participation in the Plan.

5. Cash-Out of Option. The Committee may elect to cash out all or a portion of the Option to be exercised pursuant to any method of exercise by paying the Optionee an amount in cash or Common Stock, or both, equal to the Fair Market Value of the shares of Common Stock on the exercise date less the Grant Price for such shares.

## 6. Restrictions and Covenants.

(a) In addition to such other conditions as may be established by the Company or the Committee, in consideration for making a Grant under the terms of the Plan, the Optionee agrees and covenants as follows for a period of twelve (12) months following the date of the Optionee's termination of employment from the Mondelēz Group:

1. to protect the Mondelēz Group's legitimate business interests in its confidential information, trade secrets and goodwill, and to enable the Mondelēz Group's ability to reserve these for the exclusive knowledge and use of the Mondelēz Group, which is of great competitive importance and commercial value to the Mondelēz Group, the Optionee, without the express written permission of the Executive Vice President of Human Resources of the Company, will not engage in any conduct in which the Optionee contributes his/her knowledge and skills, directly or indirectly, in whole or in part, as an executive, employer, employee, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to a competitor or to an entity engaged in the same or similar business as the Mondelēz Group, including those engaged in the business of production, sale or marketing of snack foods (including, but not limited to gum, chocolate, confectionary products, biscuits or any other product or service the Optionee has reason to know has been under development by the Mondelēz Group during the Optionee's employment with the Mondelēz Group). The Optionee will not engage in any activity that may require or inevitably require the Optionee's use or disclosure of the Mondelēz Group's confidential information, proprietary information and/or trade secrets;
2. to protect the Mondelēz Group's investment in its employees and to ensure the long-term success of the business, the Optionee, without the express written permission of the Executive Vice President of Human Resources of the Company, will not directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Mondelēz Group; and
3. to protect the Mondelēz Group's investment in its development of goodwill and customers and to ensure the long-term success of the business, the Optionee will not directly or indirectly solicit (including, but not limited to, e-mail, regular mail, express mail, telephone, fax, instant message, SMS text messaging and social media) or attempt to directly or indirectly solicit, contact or meet with the current or prospective customers of the Mondelēz Group for the purpose of offering or accepting goods or services similar to or competitive with those offered by the Mondelēz Group.

The provisions contained herein in paragraph 6 are not in lieu of, but are in addition to the continuing obligation of the Optionee (which the Optionee acknowledges by accepting any Grant under the Plan) to not use or disclose the Mondelēz Group's trade secrets or Confidential Information known to the Optionee until any particular trade secret or Confidential Information becomes generally known (through no fault of the Optionee), whereupon the restriction on use and disclosure shall cease as to that item. For purposes of this agreement, "Confidential Information" includes, but is not limited to, certain sales, marketing, strategy, financial, product, personnel, manufacturing, technical and other proprietary information and material which are the property of the Mondelēz Group. The Optionee understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(b) A main purpose of the Plan is to strengthen the alignment of long-term interests between optionees and the Mondelēz Group by providing an ownership interest in the Company, and to prevent former employees whose interests become adverse to the Company from maintaining that ownership interest. By

acceptance of any Grant (including the Option) under the Plan, the Optionee acknowledges and agrees that if the Optionee breaches any of the covenants set forth in paragraph 6(a):

1. all unvested Grants (including any unvested portion of the Option) shall be immediately forfeited;
2. the Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, vested, unpaid or deferred Grants (including the vested but unexercised portion of the Option) at any time if the Optionee is not in compliance with all terms and conditions set forth in the Plan and this Agreement including, but not limited to, paragraph 6(a);
3. the Optionee shall repay to the Mondelēz Group the net proceeds of any exercise or Plan benefit that occurs at any time after the earlier of the following two dates: (i) the date twelve (12) months immediately preceding any such violation; or (ii) the date six (6) months prior to the Optionee's termination of employment with the Mondelēz Group. The Optionee shall repay to the Mondelēz Group the net proceeds in such a manner and on such terms and conditions as may be required by the Mondelēz Group, and the Mondelēz Group shall be entitled to set-off against the amount of any such net proceeds any amount owed to the Optionee by the Mondelēz Group, in a way that is intended to avoid the application of penalties under Section 409A of the Code, if applicable, or other applicable law. For purposes of this paragraph, net proceeds shall mean the difference between the Fair Market Value of the shares of Common Stock and the Grant Price less any Tax-Related Items; and
4. the Mondelēz Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security as the Optionee acknowledges that such breach would cause the Mondelēz Group to suffer irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

(c) If any provision contained in this paragraph 6 shall for any reason, whether by application of existing law or law which may develop after the Optionee's acceptance of a Grant under the Plan be determined by a court of competent jurisdiction to be overly broad as to scope of activity, duration or territory, the Optionee agrees to join the Mondelēz Group in requesting such court to construe such provision by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.

(d) Notwithstanding the foregoing, no section of this Agreement is intended to or shall limit, prevent, impede or interfere with the Optionee's non-waivable right, without prior notice to the Company, to provide information to, participate in investigations by or testify in proceedings before any federal, state or local government subdivision or agency, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, U.S. Department of Justice, the U.S. Congress, or any agency Inspector General, regarding the Mondelēz Group's past or future conduct, or to engage in any activities protected under applicable whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Optionee does not need prior authorization from the Mondelēz Group to make any such reports or disclosures and is not required to notify the Mondelēz Group that the Optionee has made such reports or disclosures.

7. Clawback Policy/Forfeiture. The Optionee understands and agrees that in the Committee's sole discretion, the Company may cancel all or part of the Option or require repayment by the Optionee to the Company of all or part of any cash payment or shares of Common Stock acquired at exercise pursuant to any

recovery, recoupment, clawback and/or other forfeiture policy maintained by the Company, including a violation of paragraph 6 above, from time to time. In addition, any payments or benefits the Optionee may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with the requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, rules promulgated by the Commission or any other applicable law, including the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any securities exchange on which the Common Stock is listed or traded, as may be in effect from time to time.

8. Transfer Restrictions. Unless otherwise required by law, this Option is not transferable or assignable by the Optionee in any manner other than by will or the laws of descent and distribution applicable to the Optionee and is exercisable during the Optionee's lifetime only by the Optionee.

9. Adjustments. In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the Grant Date, the Board or the Committee shall make adjustments to the terms and provisions of this Grant (including, without limiting the generality of the foregoing, terms and provisions relating to the Grant Price and the number and kind of shares subject to this Option) as it deems appropriate including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of the Option, and to determine whether continued employment with any entity resulting from such transaction or event will or will not be treated as a continued employment with the Mondelēz Group, in each case, subject to any Board or Committee action specifically addressing any such adjustments, cash payments or continued employment treatment.

10. Successors and Assigns. Whenever the word "Optionee" is used herein under circumstances such that the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom this Option may be transferred pursuant to this Agreement, it shall be deemed to include such person or persons. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall be binding upon and inure to the benefit of any successors or assigns of the Company and any person or persons who shall acquire any rights hereunder in accordance with this Agreement, the Award Statement or the Plan.

11. Entire Agreement; Governing Law. The Award Statement, the Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except as provided in the Award Statement, the Plan or this Agreement or by means of a writing signed by the Company and the Optionee. Nothing in the Award Statement, the Plan and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Award Statement, the Plan and this Agreement are to be construed in accordance with and governed by the substantive laws of the Commonwealth of Virginia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the substantive laws of the Commonwealth of Virginia to the rights and duties of the parties. Unless otherwise provided in the Award Statement, the Plan or this Agreement, the Optionee is deemed to submit to the exclusive jurisdiction of the Commonwealth of Virginia, U.S.A., and agrees that such litigation shall be conducted in the courts of Henrico County, Virginia, or the federal courts for the United States for the Eastern District of Virginia.

12. Grant Confers No Rights to Continued Employment - Nature of the Grant. Nothing contained in the Plan or this Agreement (including the country-specific terms set forth in Appendix A to this Agreement) shall give the Optionee the right to be retained in the employment of any member of the Mondelēz Group, affect the right of the Employer to terminate the Optionee's employment, or be interpreted as forming or amending an employment or service contract with any member of the Mondelēz Group. The adoption and maintenance of

the Plan shall not constitute an inducement to, or condition of, the employment of the Optionee. Further, the Optionee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(c) all decisions with respect to future option or other Grants, if any, will be at the sole discretion of the Committee;

(d) the Optionee is voluntarily participating in the Plan;

(e) the Option and the Option Shares subject to the Option, and the income and value of same, are not intended to replace any pension rights or compensation;

(f) the Option and the Option Shares subject to the Option, and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payment, pension, retirement or welfare benefits or similar mandatory payments;

(g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted;

(h) if the underlying shares of Common Stock do not increase in value, the Option will have no value;

(i) if the Optionee exercises the Option and obtains shares of Common Stock, the value of those shares of Common Stock acquired upon exercise may increase or decrease in value, even below the Grant Price;

(j) unless otherwise agreed with the Company, the Option and the shares of Common Stock subject to the Option, and the income and value of same, are not granted as consideration for, or in connection with, the service the Optionee may provide as a director of any entity of the Mondelēz Group;

(k) the Optionee understands and agrees that Optionee should consult with the Optionee's own personal tax, legal and financial advisors regarding the Optionee's participation in the Plan before taking any action related to the Plan and that the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Optionee's participation in the Plan, or the Optionee's acquisition or sale of the underlying shares of Common Stock;

(l) the Option is designated as not constituting an Incentive Stock Option; this Agreement shall be interpreted and treated consistently with such designation;

(m) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock;

(n) the Option and the shares of Common Stock subject to the Option, and the income and value of same, are not part of Optionee's normal or expected compensation or salary for any purpose;

(o) neither the Company, the Employer nor any member of the Mondelēz Group shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the United States Dollar that may affect the value of the Option or any shares of Common Stock delivered to the Optionee upon exercise of the Option or of any proceeds resulting from the Optionee's sale of such shares; and

(p) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of the Optionee's employment or other service relationship by the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of any employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any).

13. ***Data Privacy.*** *The Optionee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Agreement and any other Option grant materials ("Data") by and among the Mondelēz Group for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.*

*The Optionee understands that the Mondelēz Group may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address, email address and telephone number, date of birth, social security, passport or insurance number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock or other equivalent benefits awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Optionee's favor, for the exclusive purpose of implementing, administering and managing the Plan.*

*The Optionee understands that Data will be transferred to UBS Financial Services, Inc. ("UBS"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Optionee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, KPMG LLP, or such other public accounting firm that may be engaged by the Company in the future. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. If the Optionee resides outside the United States, the Optionee understands that the Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative. The Optionee authorizes the Company, UBS, PricewaterhouseCoopers LLP and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. If the Optionee resides outside the United States, the Optionee understands that the Optionee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Optionee's local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, his or her employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing the Optionee's consent is that the Company would not be able to grant the Optionee an option or other equity awards or administer or maintain such grants. The Optionee also understands that the Company has no obligation to substitute other forms of grants or compensation in lieu of the option as a consequence of the Optionee's refusal or withdrawal of his or her consent. Therefore, the Optionee understands that refusing or withdrawing his or her consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's*



*refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.*

*Further, upon request of the Company or the Employer, the Optionee agrees to provide an executed data privacy form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from the Optionee for the purpose of administering the Optionee's participation in the Plan in compliance with the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands and agrees that he or she will not be able to participate in the Plan if the Optionee fails to provide any such consent or agreement as requested by the Company and/or the Employer.*

14. Interpretation. The terms and provisions of the Plan (a copy of which will be made available online or furnished to the Optionee upon written request to the Office of the Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, Illinois 60015, U.S.A.) are incorporated herein by reference. To the extent any provision in the Award Statement or this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. The Committee shall have the right to resolve all questions that may arise in connection with the Grant or this Agreement, including whether an Optionee is no longer actively employed, and any interpretation, determination or other action made or taken by the Committee regarding the Plan or this Agreement shall be final, binding and conclusive.

15. Miscellaneous Definitions. For the purposes of this Agreement, the term "Disability" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan and the term "Retirement" means, unless otherwise determined by the Committee in its sole discretion, the termination of employment on or after the date the Optionee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group.

Notwithstanding the above, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in the Optionee's jurisdiction that likely would result in the favorable Retirement treatment (as set forth in paragraphs 2 and 3) that applies to the Option being deemed unlawful and/or discriminatory, then the Company will not apply the favorable Retirement treatment at the time of termination and the Option will be treated as it would under the rules that apply if the Optionee's employment is terminated for reasons other than Retirement, death or Disability.

16. Language. The Optionee acknowledges that he or she is sufficiently proficient in English, or, alternatively, the Optionee acknowledges that he or she will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if this Agreement or any other document related to the Plan is translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control.

17. Compliance With Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any Option Shares issuable upon exercise of the Option prior to the completion of any registration or qualification of the Option Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Optionee understands that the Company is under no obligation to register or qualify the Option Shares with the Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Optionee agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without the Optionee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.

18. Notices. Any notice required or permitted hereunder shall be (i) given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party or (ii) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and shall be deemed effectively given upon such delivery. Any documents required to be given or delivered to the Optionee related to current or future participation in the Plan may also be delivered through electronic means as described in paragraph 19 below.

19. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

20. Agreement Severable. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

21. Headings. Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

22. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Optionee's participation in the Plan, on the Option and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

23. Insider Trading/Market Abuse Laws. The Optionee acknowledges that, depending on the Optionee's country, broker's country, or where shares of the Company's Common Stock are listed, the Optionee may be subject to insider trading and/or market abuse laws which may affect the Optionee's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to such shares (*e.g.*, Options) or rights linked to the value of shares of Common Stock under the Plan during such times as the Optionee is considered to have "material nonpublic information" or "insider information" regarding the Company (as defined by the laws or regulations in the relevant jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Optionee places before the Optionee possessed inside information. Furthermore, the Optionee could be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. The Optionee acknowledges that it is his or her responsibility to comply with any applicable restrictions, and that the Optionee should speak to his or her personal advisor on this matter.

24. Exchange Control Tax and Foreign Asset/Account Reporting Requirements. The Optionee acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Optionee's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock acquired under the Plan) in a brokerage, bank account or legal entity outside the Optionee's country. The Optionee may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. The Optionee also may be required to repatriate sale proceeds or other funds received as a result of the Optionee's participation in the Plan to his or her country through a designated

bank or broker within a certain time after receipt. The Optionee acknowledges that it is the Optionee's responsibility to be compliant with such regulations, and the Optionee should consult his or her personal legal advisor for any details.

25. Appendix. Notwithstanding any provisions in this Agreement, the Option shall be subject to any terms set forth in the Appendix to this Agreement for the Optionee's country. Moreover, if the Optionee relocates to one of the countries included in the Appendix, the terms for such country will apply to the Optionee, to the extent the Company determines that the application of such terms is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

26. Waiver. The Optionee acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Optionee or any other participant of the Plan.

27. Conformity to Securities Laws. The Optionee acknowledges that the Award Statement, the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Commission, including, without limitation, Rule 16b-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Award Statement, the Plan and this Agreement shall be administered, and the Option is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Award Statement, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

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**The Optionee acknowledges that the Optionee has reviewed the Plan, the Award Statement and this Agreement (including any appendices hereto) in their entirety and fully understands their respective provisions. The Optionee agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, the Award Statement or this Agreement.**

IN WITNESS WHEREOF, this Agreement has been executed as of the Grant Date.

MONDELÉZ INTERNATIONAL, INC.

/s/ Ellen M. Smith

Ellen M. Smith  
SVP & Chief Counsel, Chief Compliance Officer & Corporate Secretary

## **APPENDIX A**

### **MONDELÉZ INTERNATIONAL, INC. AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN (Amended and Restated as of February 3, 2017)**

#### **ADDITIONAL TERMS AND CONDITIONS OF THE NON-QUALIFIED GLOBAL STOCK OPTION AGREEMENT**

This Appendix A includes additional terms and conditions that govern the Option granted to the Optionee under the Plan if he or she resides and/or works in one of the countries listed herein. If the Optionee is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which the Optionee is currently residing and/or working, or if the Optionee transfers to another country after receiving the Option, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Optionee. Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or the Non-Qualified Global Stock Option Agreement (the “Agreement”).

This Appendix A also includes information regarding securities, exchange control and certain other issues of which the Optionee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2020. Such laws are often complex and change frequently. As a result, the Optionee should not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Optionee exercises the Option or sells shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Optionee’s particular situation, and the Company is not in a position to assure the Optionee of a particular result. Accordingly, the Optionee should seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Optionee’s situation.

Finally, if the Optionee is a citizen or resident of a country other than the one in which he or she is currently working, transfers employment after the Grant Date, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to the Optionee in the same manner.

#### **EUROPEAN UNION / EUROPEAN ECONOMIC AREA (INCLUDING THE UNITED KINGDOM) AND SWITZERLAND**

##### ***TERMS AND CONDITIONS***

**Data Privacy Notice.** The following provision replaces in its entirety paragraph 13 of the Agreement:

If the Optionee is based in the European Union (“EU”), the European Economic Area, Switzerland or, if and when the United Kingdom leaves the EU, the United Kingdom, the Optionee should note that Mondelēz International, Inc., with registered address at Three Parkway North, Deerfield, Illinois 60015, U.S.A. is the controller responsible for the processing of the Optionee’s Personal Data (as defined below) in connection with the Agreement and the Plan.

**Data Collection and Usage.** Pursuant to applicable data protection laws, the Optionee is hereby notified that the Company collects, processes and uses the following types of personal data about the Optionee: name, home address and telephone number, email address, date of birth, social insurance, passport number or other identification number, salary, nationality, job title, any shares of stock or directorships held in any entity in the Mondelēz Group, details of all Options or any other entitlement to shares awarded, canceled, settled, vested, unvested or outstanding in the Optionee's favor, which the Company receives from the Optionee or the Employer ("Personal Data") for the exclusive legitimate purpose of granting Options and implementing, administering and managing the Optionee's participation in the Plan.

**Purposes and Legal Bases of Processing.** The legal basis for the processing of the Personal Data by the Company is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and for the Company's legitimate business interests of managing the Plan and generally administering employee equity awards. The Optionee understands that providing the Company with Personal Data is necessary for the performance of the Agreement and that the Optionee's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Optionee's ability to participate in the Plan.

**International Data Transfers.** The Company is located in the United States which means that it will be necessary for Personal Data to be transferred to, and processed in, the United States. The Optionee understands and acknowledges that the United States is not subject to an unlimited adequacy finding by the European Commission and that the Optionee's Personal Data may not have an equivalent level of protection as compared to the Optionee's country of residence. To provide appropriate safeguards for the protection of the Optionee's Personal Data, the Personal Data is transferred to the Company based on data transfer and processing agreements implementing the EU Standard Contractual Clauses. Further, the Optionee understands that the Company transfers his or her Personal Data, or parts thereof to third parties based on agreements implementing the EU Standard Contractual Clauses. These third parties include UBS Financial Services, Inc. ("UBS"), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. UBS has opened or will open an account for the Optionee to receive and trade shares of Common Stock acquired under the Plan. The Optionee understands that Personal Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, KPMG LLP or such other public accounting firm that may be engaged by the Company. In the future, the Company may select a different service provider or other service providers and share the Personal Data with such other provider(s) serving the Company in a similar manner. The Optionee may be asked to agree on separate terms and data processing practices with UBS, PricewaterhouseCoopers LLP or KPMG LLP with such agreement being a condition to the Optionee's ability to participate in the Plan.

The Optionee may request a copy of the safeguards used to protect his or her Personal Data or the names and addresses of any potential recipients of Personal Data by contacting the Company at [DataProtectionOfficeMEU@mdlz.com](mailto:DataProtectionOfficeMEU@mdlz.com).

**Data Retention.** The Company will use the Personal Data only as long as necessary to implement, administer and manage the Optionee's participation in the Plan, or as required to comply with legal or regulatory obligations, including tax and securities laws. When the Company no longer needs the Personal Data, the Company will remove it from its systems. If the Company keeps data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

**Data Subject Rights.** To the extent provided by law, the Optionee has the right to (i) inquire whether and what kind of Personal Data the Company holds about the Optionee and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of Personal Data in certain situations where the Optionee feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, (vi) request portability of Personal Data that the Optionee has actively or passively provided to the Company, where the processing of such Personal Data is based on consent or a contractual agreement with the Optionee and is carried out by automated means, or (vii) lodge a complaint with the competent local data protection authority. To receive additional information regarding the Optionee's rights, raise any other questions regarding the practices described in the Agreement or to exercise his or her rights, the Optionee should contact the Company at [DataProtectionOfficeMEU@mdlz.com](mailto:DataProtectionOfficeMEU@mdlz.com).

## **ARGENTINA**

### ***TERMS AND CONDITIONS***

**Cashless Exercise Restriction.** Notwithstanding anything to the contrary in the Agreement, due to regulatory requirements in Argentina, the Optionee may be required to pay the Grant Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the Grant Price, any Tax-Related Items and broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Company reserves the right to provide the Optionee with additional methods of exercise depending on the development of local law.

**Restrictions and Covenants.** Notwithstanding anything to the contrary in the Agreement, paragraph 6 of the Agreement will not apply to Argentinian Optionees.

**Labor Law Policy and Acknowledgement.** The following provision supplements paragraph 12 of the Agreement:

The Optionee acknowledges and agrees that the Grant is made by the Company (not the Employer) in its sole discretion and that the value of the Option or any shares of Common Stock acquired under the Plan shall not constitute salary or wages for any purpose under Argentine labor law, including, but not limited to, the calculation of (i) any labor benefits, such as vacation pay, thirteenth salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, etc., or (ii) any termination or severance indemnities or similar payments.

If, notwithstanding the foregoing, any benefits under the Plan are considered for any purpose under Argentine labor law, the Optionee acknowledges and agrees that such benefits shall not accrue more frequently than on each vesting date.

### ***NOTIFICATIONS***

**Type of Offering.** Neither the Option nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina.

**Exchange Control Information.** The Optionee is solely responsible for complying with the exchange control rules that may apply in connection with his or her participation in the Plan and/or the transfer of proceeds acquired under the Plan into Argentina. Prior to exercising the Option or transferring proceeds into Argentina, the Optionee should consult his or her local bank and exchange control advisor to confirm the exchange control rules and required documentation.

**Foreign Asset/Account Reporting Information.** The Optionee must report holdings of any equity interest in a foreign company (e.g., shares of Common Stock acquired under the Plan) on his or her annual tax return each year.

## **AUSTRALIA**

### ***TERMS AND CONDITIONS***

**Nature of Plan.** The Plan and the Agreement is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the “Act”) applies (subject to the conditions in the Act).

**Australian Offer Document.** The Optionee’s right to participate in the Plan and receive the grant of the Option under the Plan is subject to the terms and conditions as stated in the offer document, the Plan and the Agreement. By accepting the grant of the Option, the Optionee acknowledges and confirms that the Optionee has received these documents.

**No payment constituting breach of law in Australia.** Notwithstanding anything else in the Plan or the Agreement, the Optionee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Employer is under no obligation to seek or obtain the approval of its shareholders in general meeting for the purpose of overcoming any such limitation or restriction.

### ***NOTIFICATIONS***

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on the Optionee’s behalf, otherwise the Optionee will be responsible for complying with any exchange control reporting requirements.

## **AUSTRIA**

### ***NOTIFICATIONS***

**Exchange Control Information.** If the Optionee holds shares of Common Stock acquired under the Plan or cash (including proceeds from the sale of shares of Common Stock) outside Austria, the Optionee must submit a report to the Austrian National Bank as follows: (i) on a quarterly basis if the value of the shares and cash as of the last day of any given quarter meets or exceeds €30,000,000; the deadline for filing the quarterly report is the 15th day of the month following the end of the respective quarter and (ii) on an annual basis if the value of the shares and cash as of December 31 meets or exceeds €5,000,000; the deadline for filing the annual report is January 31 of the following year.



When the Optionee sells shares of Common Stock acquired under the Plan, the Optionee may be required to comply with certain exchange control obligations if the cash proceeds from the sale are held outside Austria. If the transaction volume of all accounts abroad exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

## **BAHRAIN**

### **NOTIFICATIONS**

**Securities Notification.** The Agreement does not constitute advertising or an offering of securities in Bahrain, nor does it constitute an allotment of securities in Bahrain. Any shares of Common Stock issued pursuant to the Options under the Plan shall be deposited into a brokerage account in the United States. In no event will shares of Common Stock be issued or delivered in Bahrain. The issuance of shares of Common Stock pursuant to the Options described herein has not and will not be registered in Bahrain and hence, the shares of Common Stock described herein may not be admitted or used for offering, placement or public circulation in Bahrain. Accordingly, the Optionee may not make any public advertising or announcements regarding the Options or shares of Common Stock in Bahrain, promote these shares of Common Stock to legal entities or individuals in Bahrain, or sell shares of Common Stock directly to other legal entities or individuals in Bahrain. The Optionee acknowledges and agrees that he or she is permitted to sell shares of Common Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the sale of such shares takes place outside of Bahrain through the facilities of a stock exchange on which the shares of Common Stock are listed (*i.e.*, the Nasdaq Global Select Market).

## **BELGIUM**

### **TERMS AND CONDITIONS**

**Tax Considerations.** The Option must be accepted in writing either (i) within 60 days of the offer (for tax at offer), or (ii) after 60 days of the offer (for tax at exercise). The Optionee will receive a separate offer letter, acceptance form and undertaking form in addition to the Agreement. He or she should refer to the offer letter for a more detailed description of the tax consequences of choosing to accept the Option. The Optionee should consult a personal tax advisor with respect to completing the additional forms.

### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** The Optionee is required to report any securities (*e.g.*, shares of Common Stock acquired under the Plan) or bank accounts established outside of Belgium on his or her annual tax return. In a separate report, Belgium residents are also required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be), under Kredietcentrales / Centrales des crédits caption. The Optionee should consult a personal tax advisor with respect to the applicable reporting obligations.

**Stock Exchange Tax.** A stock exchange tax applies to transactions executed by a Belgian resident through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax may apply to transactions under the Plan, such as the exercise of Options and the sale of shares of Common Stock.

The Optionee should consult his or her personal tax advisor for details regarding the Optionee's obligations with respect to the stock exchange tax.

## **BRAZIL**

### **TERMS AND CONDITIONS**

**Compliance with Law.** By accepting the Option, the Optionee acknowledges that he or she agrees to comply with applicable Brazilian laws and pay any and all applicable Tax-Related Items associated with the exercise of the Option, the receipt of any dividends and the sale of shares of Common Stock acquired under the Plan.

**Labor Law Acknowledgment.** The Optionee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Plan are the result of commercial transactions unrelated to the Optionee's employment; (ii) the Agreement and the Plan are not a part of the terms and conditions of the Optionee's employment; and (iii) the income from the exercise of the Option, if any, is not part of the Optionee's remuneration from employment.

### **NOTIFICATIONS**

**Exchange Control Information.** Individuals who are resident or domiciled in Brazil are generally required to submit an annual declaration of assets and rights held outside Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000. Assets and rights to be included in this annual declaration include shares of Common Stock acquired under the Plan.

**Tax on Financial Transaction (IOF).** Payments to foreign countries (including payment of the Grant Price) and the repatriation of funds (e.g., sale proceeds from the sale of shares of Common Stock and/or dividends) into Brazil and the conversion between BRL and USD associated with such transfers may be subject to the Tax on Financial Transactions. It is the Optionee's responsibility to comply with any applicable Tax on Financial Transactions arising from his or her participation in the Plan. The Optionee should consult with his or her personal tax advisor for additional details.

## **BULGARIA**

### **NOTIFICATIONS**

**Exchange Control Information.** If the Optionee exercises the Option through a cash purchase exercise, in order to remit funds out of Bulgaria, he or she will need to declare the purpose of the remittance to the local bank that is transferring the funds abroad. If the amount the Optionee wishes to transfer exceeds BGN 30,000, he or she will need to provide the bank with certain documents evidencing the transaction. If the Optionee exercises the Option by way of a cashless method of exercise, this declaration will not be required because no funds will be remitted out of Bulgaria.

In addition, the Optionee will be required to file statistical forms with the Bulgarian national bank annually regarding his or her receivables in bank accounts abroad as well as securities held abroad (e.g., shares of Common Stock acquired under the Plan) if the total sum of all such receivables and securities equals or exceeds BGN50,000 as of the previous calendar year end. The reports are due by March 31.

The Optionee should contact his or her bank in Bulgaria for additional information regarding these requirements.

## CANADA

### **TERMS AND CONDITIONS**

**Form of Payment.** Notwithstanding anything in the Plan or the Agreement to the contrary, the Optionee is prohibited from surrendering shares of Common Stock that he or she already owns or attesting to the ownership of shares of Common Stock to pay the Grant Price or any Tax-Related Items in connection with the Option.

**Form of Settlement.** Options granted to employees resident in Canada shall be paid in shares of Common Stock only.

**Termination of Employment.** The following provision supplements paragraphs 2 and 3(d) of the Agreement:

Except as expressly required by applicable legislation, the Optionee's employment with the Mondelēz Group shall be deemed to be terminated, vesting will terminate and the period remaining to exercise any Options will be measured effective as of the date that is the earliest of: (1) the date the Optionee's employment with the Mondelēz Group is terminated, (2) the date the Optionee receives notice of termination of employment from the Mondelēz Group, or (3) the date the Optionee is no longer actively employed or rendering services to the Mondelēz Group; regardless of the reason for such termination and whether or not later found to be invalid or in breach of any applicable law, including Canadian provincial employment law (including but not limited to statutory law, regulatory law and/or common law) or the terms of the Optionee's employment or service agreement, if any. The Committee shall have the exclusive discretion to determine when the Optionee is no longer actively employed or providing services and the termination date for purposes of the Agreement.

*The following provisions apply for Optionees resident in Quebec:*

**Data Privacy.** The following provision supplements paragraph 13 of the Agreement:

The Optionee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Optionee further authorizes the Mondelēz Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Optionee further authorizes the Mondelēz Group to record such information and to keep such information in his or her employee file.

**Language Consent.** The parties acknowledge that it is their express wish that the Agreement, including this Appendix A, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

**Consentement relatif à la langue utilisée.** *Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.*

### **NOTIFICATIONS**

**Securities Law Information.** The Optionee is permitted to sell shares of Common Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the sale of such

shares takes place outside Canada through the facilities of a stock exchange on which the shares of Common Stock are listed (i.e., the Nasdaq Global Select Market).

**Foreign Asset/Account Reporting Information.** The Optionee is required to report any specified foreign property (including shares of Common Stock) annually on Form T1135 (Foreign Income Verification Statement) if the total cost of the Optionee's specified foreign property exceeds C\$100,000 at any time during the year. The form must be filed by April 30th of the following year. Specified foreign property includes shares of Common Stock acquired under the Plan and may include Options. The Options must be reported—generally at a nil cost—if the \$100,000 cost threshold is exceeded because of other specified foreign property the Optionee holds. If shares of Common Stock are acquired, their cost generally is the adjusted cost base (“ACB”) of the shares of Common Stock. The ACB would normally equal the fair market value of the shares of Common Stock at exercise for Options, but if the Optionee owns other shares of Company Common Stock, this ACB may have to be averaged with the ACB of the other shares of Common Stock owned by the Optionee. It is the Optionee's responsibility to comply with applicable reporting obligations.

## **CHINA**

### **TERMS AND CONDITIONS**

*The following provisions apply to Optionees who are exclusively citizens of the People's Republic of China and who reside in mainland China, and Optionees who are otherwise subject to exchange control restrictions applicable to employee stock plans in China, as determined by the Company in its sole discretion.*

**Cashless Exercise Restriction.** Notwithstanding anything to the contrary in the Agreement, due to legal restrictions in China, the Optionee will be required to pay the Grant Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the Grant Price, any Tax-Related Items and broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Company reserves the right to provide the Optionee with additional methods of exercise depending on the development of local law.

In the event that the Optionee is not required to sell shares of Common Stock immediately upon exercise, any shares of Common Stock issued to the Optionee must be maintained in an account with UBS Financial Services, Inc. or such other broker as may be designated by the Company until the shares of Common Stock are sold through that broker. In addition, the Optionee acknowledges and agrees that he or she must sell any shares of Common Stock issued upon exercise as soon as practicable following the termination of the Optionee's employment or other service relationship with the Mondelēz Group and in no event later than six (6) months following the termination of the Optionee's employment or other service relationship with the Mondelēz Group, or within any other such time frame as the Company determines to be necessary or advisable to comply with local requirements.

**Expiration Date.** Notwithstanding anything to the contrary in the Agreement, in the event of the Optionee's termination of employment with the Mondelēz Group, the Optionee shall be permitted to exercise the Option for the shorter of the post-termination exercise period (if any) set forth in the Agreement and six months (or such other period as may be required by the State Administration of Foreign Exchange (“SAFE”)) after the date of termination of the Optionee's active employment. At the end of the post-termination exercise period specified by SAFE, any unexercised portion of the Option shall immediately expire.

**Exchange Control Restrictions.** The Optionee understands and agrees that, due to exchange control laws in China, he or she will be required to immediately repatriate to China any cash proceeds from dividends and/or the cashless exercise of the Option. The Optionee further understands that, under local law, such repatriation of the cash proceeds will be effected through a special exchange control account established by a member of the Mondelēz Group and the Optionee hereby consents and agrees that any cash proceeds received in connection with the Plan will be transferred to such special account prior to being delivered to him or her. The proceeds may be paid in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Optionee acknowledges that he or she will be required to set up a U.S. dollar bank account in China so that the proceeds may be delivered to this account. If the proceeds are converted to local currency, the Optionee acknowledges that the Mondelēz Group is under no obligation to secure any currency conversion rate and may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Optionee agrees to bear any currency fluctuation risk between the date the Option is exercised or dividends are paid and the time that (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and (ii) net proceeds are converted to local currency and distributed to the Optionee. The Optionee acknowledges that the Mondelēz Group will not be held liable for any delay in delivering the proceeds to the Optionee. The Optionee agrees to sign any agreements, forms and/or consents that may be requested by the Company or the Company's designated broker to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds.

The Optionee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China.

#### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** Chinese residents may be required to report to the SAFE all details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-Chinese residents, including the Company.

#### **COLOMBIA**

#### ***TERMS AND CONDITIONS***

**Labor Law Acknowledgement.** The following provision supplements the acknowledgments contained in paragraph 12 of the Agreement:

The Optionee acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Optionee's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

#### ***NOTIFICATIONS***

**Securities Law Information.** The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

**Exchange Control Information.** Colombian residents must register shares of Common Stock acquired under the Plan, regardless of value, with the Central Bank of Colombia (*Banco de la República*) as foreign investment held abroad. In addition, all payments relating to foreign investment originating in Colombia (*i.e.*, payment of the Grant Price by cash exercise) and the liquidation of such investments must be transferred through the Colombian foreign exchange market (*e.g.* local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (*declaración de cambio*). If the Optionee exercises the Option by way of a cashless method of exercise, filing the appropriate foreign exchange form will not be required because no funds will be remitted out of Colombia. However, any sales proceeds related to shares of Common Stock acquired pursuant to cashless exercise must still be transferred through the Colombian foreign exchange market.

The Optionee is responsible for ensuring compliance with all exchange control laws in Colombia and the Optionee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations.

**Foreign Asset/Account Reporting Information.** The Optionee must file an annual informative return with the Colombian Tax Office detailing any assets (*e.g.* shares of Common Stock) held abroad. If the individual value of any of these assets exceeds a certain threshold, the Optionee must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.

## **COSTA RICA**

There are no country specific provisions.

## **CZECH REPUBLIC**

### ***TERMS AND CONDITIONS***

**Miscellaneous Definitions.** The following provision replaces paragraph 15 of the Agreement:

For the purposes of this Agreement, the term “Disability” means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan and the term “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which Optionee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

### ***NOTIFICATIONS***

**Exchange Control Information.** The Czech National bank may require the Optionee to fulfill certain notification duties in relation to the acquisition of Common Stock and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, the Optionee should consult his or her personal legal advisor prior to the exercise of the Option or the sale of Common Stock, and before opening any foreign accounts in connection with the Plan, to ensure compliance with current regulations. It is the Optionee’s responsibility to comply with any applicable Czech exchange control laws.

## DENMARK

### *TERMS AND CONDITIONS*

**Stock Option Act.** The Optionee acknowledges that he or she has received an Employer Statement in Danish, which sets forth the additional terms of the Option to the extent that the Danish Stock Option Act applies.

### *NOTIFICATIONS*

**Foreign Asset/Account Reporting Information.** The Optionee is required to report any accounts holding shares of Common Stock or cash established outside Denmark to the Danish Tax Administration as part of his or her tax return under the section related to foreign affairs and income.

## ECUADOR

### *NOTIFICATIONS*

**Foreign Asset/Account Reporting Information.** Individuals who are resident or domiciled in Ecuador are generally required to file an annual Net Worth Declaration with the Internal Revenue Service of Ecuador if the aggregate value of assets held by such individuals exceeds certain thresholds. Assets included in this annual declaration include shares of Common Stock acquired under the Plan. In addition, Ecuadorian resident individuals are required to report on an annual basis, all monetary assets held in foreign financial entities in excess of US\$100,000. The Optionee should consult his or her legal or tax advisor to ensure compliance with all applicable reporting obligations.

## EGYPT

### *NOTIFICATIONS*

**Exchange Control Information.** If the Optionee transfers funds into or out of Egypt in connection with the Option, the Optionee is required to transfer the funds through a registered bank in Egypt.

## FINLAND

There are no country specific provisions.

## FRANCE

### *TERMS AND CONDITIONS*

**Option Not French-Qualified.** The Option granted under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-177 to L. 225-186-1 of the French Commercial Code, as amended.

**Consent to Receive Information in English.** By accepting the Grant, the Optionee confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. The Optionee accepts the terms of those documents accordingly.

*En acceptant cette attribution, le Optionee confirme avoir lu et compris le Plan et le Contrat y relatifs, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Optionee accepte les dispositions de ces documents en connaissance de cause.*

## **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** If the Optionee holds shares of Common Stock outside France or maintains a foreign bank account, he or she is required to report such to the French tax authorities when filing his or her annual tax return, including any accounts that were closed during the year. Failure to comply could trigger significant penalties. Further, French residents with foreign account balances exceeding €1,000,000 may have additional monthly reporting obligations.

## **GERMANY**

### **TERMS AND CONDITIONS**

**Miscellaneous Definitions.** The following provision replaces paragraph 15 of the Agreement:

For the purposes of this Agreement, the term “Disability” means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan and the term “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelez Group, an employment contract with any member of the Mondelez Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which Optionee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

## **NOTIFICATIONS**

**Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. In case of payments in connection with securities (including payment of the Grant Price and the proceeds realized upon the sale of shares of Common Stock), the report must be made by the 5th day of the month following the month in which the payment was made/received. The report must be filed electronically. The form of report (“*Allgemeine Meldeportal Statistik*”) can be accessed via the *Bundesbank*’s website ([www.bundesbank.de](http://www.bundesbank.de)) and is available in both German and English. The Optionee is responsible for satisfying the reporting obligation.

**Foreign Asset/Account Reporting Information.** German residents holding shares of Common Stock exceeding 1% of the Company’s total Common Stock must notify their local tax office of the acquisition of Common Stock if the value of shares acquired exceeds €150,000 or if the resident holds 10% or more in the Company’s total Common Stock.

## **GHANA**

There are no country specific provisions.

## **GREECE**

There are no country specific provisions.



## **HONDURAS**

There are no country specific provisions.

## **HONG KONG**

### ***TERMS AND CONDITIONS***

**Securities Law Information.** *Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Optionee is advised to exercise caution in relation to the offer. If the Optionee is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, the Optionee should obtain independent professional advice. The Option and any shares of Common Stock issued pursuant to the Grant do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Mondelēz Group. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. The Option and any related documentation are intended only for the personal use of each eligible employee of the Mondelēz Group and may not be distributed to any other person.*

**Sale of Shares.** Shares of Common Stock received under the Plan are accepted as a personal investment. In the event the Option vests within six months of the Grant Date, the Optionee agrees that he or she will not exercise the Option and sell the shares of Common Stock acquired prior to the six-month anniversary of the Grant Date.

## **HUNGARY**

There are no country specific provisions.

## **INDIA**

### ***TERMS AND CONDITIONS***

**Exchange Control Restrictions.** Due to exchange control laws, the Optionee will not be permitted to exercise an Option by using the cashless sell-to-cover method of exercise, whereby the Optionee instructs the broker to sell a sufficient number of shares of Common Stock to cover the Grant Price, brokerage fees and any applicable Tax-Related Items, and the Optionee receives only the remaining shares of Common Stock subject to the exercised Option. In the event of changes in exchange control laws, the Company reserves the right to permit cashless sell-to-cover exercises for Options.

Regardless of the method of exercise the Optionee uses to exercise Options, the Optionee must repatriate any cash dividends paid on shares of Common Stock and/or the proceeds from the sale of shares of Common Stock to India within the required time periods specified under applicable Indian exchange control regulations. The Optionee must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is the Optionee's responsibility to comply with applicable exchange control laws in India.

### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** The Optionee is required to declare foreign bank accounts and any foreign financial assets (including vested Options and shares of Common Stock held outside India) in his or her annual tax return. It is the Optionee's responsibility to comply with this reporting obligation and the Optionee should consult with his or her personal tax advisor in this regard.

## **INDONESIA**

### ***TERMS AND CONDITIONS***

**Language Consent and Notification.** A translation of the documents relating to this grant into Bahasa Indonesia can be provided to the Optionee upon request to Daning Novianti, Compensation & Benefits Specialist ID, at [Daning.Novianti@mdlz.com](mailto:Daning.Novianti@mdlz.com). By accepting the grant, the Optionee (i) confirms having read and understood the documents relating to this grant (i.e., the Plan and the Agreement) which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Language Consent and Notification.** Terjemahan dari dokumen-dokumen terkait dengan pemberian ini ke Bahasa Indonesia dapat disediakan untuk anda berdasarkan permintaan kepada Daning Novianti, Compensation & Benefits Specialist ID, di [Daning.Novianti@mdlz.com](mailto:Daning.Novianti@mdlz.com). Dengan menerima hibah, anda (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian ini yang disediakan untuk anda dalam bahasa Inggris, (ii) Anda menerima syarat dari dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau Peraturan Presiden pelaksana (ketika diterbitkan).

### ***NOTIFICATIONS***

**Exchange Control Information.** Indonesian residents must provide the Indonesian central bank, Bank of Indonesia, with information on foreign exchange activities via a monthly report submitted online through the Bank of Indonesia's website. The report is due no later than the fifteenth day of the following month in which the foreign exchange activities occurred or within such other timeframe specified by the Bank of Indonesia.

In addition, if the Optionee remits funds into or out of Indonesia, the Indonesian bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a description of the transaction must be included in the report. Although the bank through which the transaction is made is required to make the report, the Optionee must complete a "Transfer Report Form." The Transfer Report Form will be provided to Optionee by the bank through which the transaction is made.

## **IRELAND**

### ***TERMS AND CONDITIONS***

**Miscellaneous Definitions.** The following provision replaces paragraph 15 of the Agreement:

For the purposes of this Agreement, the term "Disability" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan and the term "Retirement" means, unless otherwise determined by the Committee in its sole discretion, retirement from

active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which Optionee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

## **NOTIFICATIONS**

**Director Notification Requirement.** If the Optionee is a director, shadow director or secretary of an Irish subsidiary or affiliate, the Optionee must notify the Irish subsidiary or affiliate in writing if (1) the Optionee receives or disposes of an interest exceeding 1% of the Company (*e.g.*, the Option, shares of Common Stock, etc.), (2) the Optionee becomes aware of an event giving rise to a notification requirement, or (3) the Optionee becomes a director or secretary if such an interest exists at that time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

## **ITALY**

### **TERMS AND CONDITIONS**

**Cashless Exercise Restriction.** Notwithstanding anything to the contrary in the Agreement, due to regulatory requirements in Italy, the Optionee will be required to pay the Grant Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the Grant Price, any Tax-Related Items, and broker's fees or commissions, will be remitted to the Optionee. The Company reserves the right to provide the Optionee with additional methods of exercise depending on local developments.

**Plan Document Acknowledgment.** In accepting the grant of the Option, the Optionee acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix A, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix A.

The Optionee acknowledges that he or she has read and specifically and expressly approves the following paragraphs of the Agreement: paragraph 1 on Vesting; paragraph 2 on Vesting Upon Termination of Employment; paragraph 3 on Exercisability Upon Termination of Employment from the Mondelēz Group; paragraph 4 on Exercise of Option and Withholding Taxes; paragraph 5 on Cash-Out of Option; paragraph 8 on Transfer Restrictions; paragraph 11 on Entire Agreement; Governing Law; paragraph 12 on Grant Confers No Rights to Continued Employment - Nature of the Grant; paragraph 15 on Miscellaneous Definitions; paragraph 16 on Language; paragraph 17 on Compliance with Law; paragraph 19 on Electronic Delivery and Acceptance; paragraph 22 on Imposition of Other Requirements; paragraph 23 on Insider Trading/Market Abuse Laws; paragraph 26 on Waiver; and the Data Privacy Notice in the European Union / European Economic Area section of this Appendix A.

## **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Options) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO Form,

RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not directly hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Options), are beneficial owners of the investment pursuant to Italian money laundering provisions.

**Foreign Financial Assets Tax.** The fair market value of any shares of Common Stock held outside Italy is subject to a foreign assets tax. The fair market value is considered to be the value of the shares of Common Stock on the Nasdaq Global Select Market on December 31 of each year or on the last day the Optionee held the shares (in such case, or when the shares of Common Stock are acquired during the course of the year, the tax is levied in proportion to the actual days of holding over the calendar year). The Optionee should consult with his or her personal tax advisor about the foreign financial assets tax.

## **JAPAN**

### **NOTIFICATIONS**

**Exchange Control Information.** If the Optionee acquires shares of Common Stock valued at more than ¥100,000,000 in a single transaction, the Optionee must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the purchase of the shares of Common Stock.

In addition, if the Optionee pays more than ¥30,000,000 in a single transaction for the purchase of shares of Common Stock when the Optionee exercises the Option, the Optionee must file a Payment Report with the Ministry of Finance through the Bank of Japan by the 20<sup>th</sup> day of the month following the month in which the payment was made. The precise reporting requirements vary depending on whether or not the relevant payment is made through a bank in Japan.

A Payment Report is required independently from a Securities Acquisition Report. Therefore, if the total amount that the Optionee pays upon a one-time transaction for exercising the Option and purchasing shares exceeds ¥100,000,000, then the Optionee must file both a Payment Report and a Securities Acquisition Report.

**Foreign Asset/Account Reporting Information.** The Optionee will be required to report details of any assets held outside Japan as of December 31st (including any shares of Common Stock acquired under the Plan) to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. The Optionee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Optionee and whether the Optionee will be required to include details of any outstanding Option, shares of Common Stock or cash held by the Optionee in the report.

## **KENYA**

### **NOTIFICATIONS**

**Tax Registration Notification.** Under Tax Procedure Act, 2015, the Optionee is required to complete and submit a tax registration application to the Commissioner of Income Tax within 30 days of first exercise of the Option. The registration should be completed through the online portal "I TAX" and is a one-time only registration. The Optionee is solely responsible for ensuring compliance with all registration requirements in Kenya.

## **LEBANON**

### ***NOTIFICATIONS***

**Securities Law Information.** The Plan does not constitute the marketing or offering of securities in Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Offerings under the Plan are being made only to eligible employees of the Mondelez Group.

## **LITHUANIA**

There are no country specific provisions.

## **MALAYSIA**

### ***TERMS AND CONDITIONS***

**Data Privacy Notice.** The following provision replaces in its entirety paragraph 13 of the Agreement:

*The Optionee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Agreement and any other Option grant materials ("Data") by and among, as applicable, the Employer and the Mondelez Group for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan. The Data is supplied by the Employer and also by the Optionee through information collected in connection with the Agreement and the Plan.*

*The Optionee understands that the Company and the Employer may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, for the exclusive purpose of implementing, administering and managing the Plan.*

*The Optionee understands that Data will be transferred to UBS Financial Services, Inc. ("UBS"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Optionee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that the Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative at Mondelez Malaysia Sales Sdn Bhd., Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. The Optionee authorizes the Company, UBS and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that the Optionee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Optionee's local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only consequence of refusing or withdrawing the Optionee's consent is that the Company would not be able to grant the Optionee an option or other equity awards or administer or maintain such awards. The Optionee also understands that the Company has no obligation to substitute other forms of awards or compensation in lieu of the option as a consequence of the Optionee's refusal or withdrawal of his or her consent. Therefore, the Optionee understands that refusing or withdrawing his or her consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.*

*Penerima Opsyen dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Penerima Opsyen seperti yang diterangkan dalam Perjanjian ini serta mana-mana bahan-bahan geran Opsyen lain("Data") oleh dan di antara, seperti mana yang terpakai, Majikan serta Kumpulan Mondelez untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan Penerima Opsyen dalam Pelan. Data telah dibekalkan oleh pihak Majikan dan juga Penerima Opsyen melalui informasi yang telah dikumpul berkaitan dengan Perjanjian dan Pelan.*

*Penerima Opsyen memahami bahawa Syarikat dan Majikan mungkin memegang maklumat peribadi tertentu Penerima Opsyen, termasuk, tetapi tidak terhad kepada, nama Penerima Opsyen, alamat rumah dan nombor telefon, alamat emel, tarikh lahir, insurans sosial, nombor pasport atau pengenalan lain, gaji, kewarganegaraan, jawatan, apa-apa syer dalam Saham atau jawatan pengarah yang dipegang dalam Syarikat, maklumat berkaitan semua Opsyen-Opsyen atau apa-apa kelayakan lain untuk syer dalam saham yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah Penerima Opsyen, untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut.*

*Penerima Opsyen memahami bahawa Data tersebut akan dipindahkan ke UBS Financial Services, Inc. ("UBS") atau pembekal perkhidmatan pelan saham lain yang mungkin dipilih oleh Syarikat pada masa hadapan, yang membantu Syarikat melaksanakan, mentadbir dan menguruskan Pelan tersebut. Penerima Opsyen memahami bahawa Data juga mungkin dipindahkan kepada firma akauntansi awam berdaftar bebas Syarikat, PricewaterhouseCoopers LLP, atau firma akauntansi berdaftar lain yang mungkin digunakan oleh Syarikat pada masa hadapan. Penerima Opsyen turut memahami bahawa penerima Data mungkin berada di Amerika Syarikat atau negara lain dan negara asal penerima Data (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang data peribadi serta perlindungan yang berbeza daripada negara asal Penerima Opsyen. Penerima Opsyen memahami bahawa Penerima Opsyen boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Penerima Opsyen di Mondelez Malaysia Sales Sdn Bhd, Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. Penerima Opsyen dengan ini membenarkan Syarikat, UBS serta mana-mana penerima data yang mungkin menerima Data yang mungkin membantu pihak Syarikat (sekarang atau pada masa hadapan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, mempunyai, mengguna, menyimpan serta memindah Data tersebut dalam bentuk elektronik atau lain-lain, bagi tujuan tunggal untuk melaksana, mentadbir dan mengurus penyertaan Penerima Opsyen dalam Pelan. Penerima Opsyen memahami bahawa Data hanya akan disimpan untuk tempoh yang perlu bagi melaksanakan, mentadbir, dan menguruskan penyertaan Penerima Opsyen dalam Pelan. Penerima Opsyen memahami bahawa Penerima Opsyen boleh pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemrosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes tanpa sebarang kos, dengan menghubungi secara bertulis wakil sumber manusia tempatnya. Selanjutnya, Penerima Opsyen memahami bahawa Penerima Opsyen memberikan persetujuan di sini secara sukarela. Jikalau, Penerima Opsyen tidak bersetuju, atau sekiranya Penerima Opsyen kemudiannya membatalkan persetujuannya, status pekerjaan atau perkhidmatan dan kerjaya Penerima Opsyen dengan Majikan tidak akan terjejas; satu-satunya akibat jika Penerima Opsyen tidak bersetuju atau menarik*

*balik persetujuan Penerima Opsyen adalah bahawa Syarikat tidak akan dapat memberikan opsyen atau anugerah-anugerah ekuiti yang lain kepada Penerima Opsyen atau mentadbir atau mengekalkan anugerah tersebut. Penerima Opsyen turut memahami bahawa pihak Syarikat tidak mempunyai sebarang kewajiban untuk menggantikan bentuk anugerah yang lain atau memberikan sebarang bentuk kompensasi sebagai pengganti opsyen disebabkan keengganan atau penarikan balik persetujuan Penerima Opsyen. Oleh kerana itu, Penerima Opsyen memahami bahawa keengganan atau penarikan balik persetujuan Penerima Opsyen boleh menjejaskan keupayaan Penerima Opsyen untuk mengambil bahagian dalam Pelan. Untuk maklumat lanjut mengenai akibat keengganan Penerima Opsyen untuk memberikan keizinan atau penarikan balik keizinan, Penerima Opsyen memahami bahawa Penerima Opsyen boleh menghubungi wakil sumber manusia tempatannya.*

## ***NOTIFICATIONS***

**Director Notification Obligation.** If the Optionee is a director of the Company's Malaysian subsidiary or affiliate, the Optionee is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian subsidiary or affiliate in writing when the Optionee receives or disposes of an interest (*e.g.*, an Option or shares of Common Stock) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

## **MEXICO**

### ***TERMS AND CONDITIONS***

**Labor Law Policy.** In accepting the grant of the Option, the Optionee expressly recognizes that Mondelēz International, Inc., with registered offices at Three Parkway North, Deerfield, Illinois 60015, U.S.A., is solely responsible for the administration of the Plan and that the Optionee's participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Optionee and Mondelēz International, Inc. since the Optionee is participating in the Plan on a wholly commercial basis and his or her sole Employer is Servicios Integrales Mondelez, S. de R.L. de C.V., located at Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Based on the foregoing, the Optionee expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Optionee and the Employer, Servicios Integrales Mondelez, S. de R.L. de C.V., and do not form part of the employment conditions and/or benefits provided by Servicios Integrales Mondelez, S. de R.L. de C.V., and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Optionee's employment.

The Optionee further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Mondelēz International, Inc.; therefore, Mondelēz International, Inc. reserves the absolute right to amend and/or discontinue the Optionee's participation at any time without any liability to the Optionee.

**Plan Document Acknowledgment.** By accepting the Option, the Optionee acknowledges that Optionee has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by accepting the Agreement, the Optionee further acknowledges that Optionee has read and specifically and expressly approves the terms and conditions in paragraph 12 of the Agreement ("Grant Confers No Rights to Continued Employment - Nature of the Grant"), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by Mondelēz International, Inc. on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither Mondelēz International, Inc. nor any subsidiary or affiliate is responsible for any decrease in the value of the shares of Common Stock underlying the Option.

Finally, the Optionee hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against Mondelēz International, Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Optionee therefore grants a full and broad release to Mondelēz International, Inc., its affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.



## **TÉRMINOS Y CONDICIONES**

**Política Laboral.** Al aceptar el otorgamiento de la Opción de Compra de Acciones, el Optionee expresamente reconoce que Mondelēz International, Inc., con domicilio registrado ubicado en Three Parkway North, Deerfield, Illinois 60015, U.S.A., es la única responsable por la administración del Plan y que la participación del Optionee en el Plan y en su caso la adquisición de Acciones no constituyen ni podrán interpretarse como una relación de trabajo entre el Optionee y Mondelēz International, Inc., ya que el Optionee participa en el Plan en un marco totalmente comercial y su único Patrón lo es Servicios Integrales Mondelez, S. de R.L. de C.V. con domicilio en Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Derivado de lo anterior, el Optionee expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Optionee y el Patrón, Servicios Integrales Mondelez, S. de R.L. de C.V. y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Servicios Integrales Mondelez, S. de R.L. de C.V. y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Optionee.

Asimismo, el Optionee reconoce que su participación en el Plan es resultado de una decisión unilateral y discrecional de Mondelēz International, Inc.; por lo tanto, Mondelēz International, Inc. se reserva el absoluto derecho de modificar y/o terminar la participación del Optionee en cualquier momento y sin responsabilidad alguna frente el Optionee.

**Reconocimiento del Plan de Documentos.** Al aceptar el Otorgamiento de la Opción de Compra de Acciones, el Optionee reconoce que ha recibido copias del Plan, que ha revisado el Plan y el Acuerdo en su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Adicionalmente, al firmar el Acuerdo, el Optionee reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en el párrafo 12 del Acuerdo ( "El Otorgamiento No le Confiere Ningún Derecho a Empleo Continuo - Naturaleza del Otorgamiento") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecido por Mondelēz International, Inc. de forma completamente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni Mondelēz International, Inc. ni de cualquier Sociedad controlante, Subsidiaria o Filial son responsables por ninguna disminución en el valor de las Acciones subyacentes de la Opción de Compra de Acciones.

Finalmente, el Optionee por este medio declara que no se reserve derecho o acción alguna que ejercitar en contra de Mondelēz International, Inc. por cualquier compensación o daño en relación con las disposiciones del Plan o de los beneficios derivados del Plan y por lo tanto, el Optionee otorga el más amplio finiquito que en derecho proceda a Mondelēz International, Inc., sus afiliadas, subsidiarias, oficinas de representación, sus accionistas, funcionarios, agentes o representantes legales en relación con cualquier demanda que pudiera surgir.

## **MOROCCO**

### **TERMS AND CONDITIONS**

**Cashless Exercise Restriction.** Notwithstanding anything to the contrary in the Agreement, due to exchange control requirements in Morocco, the Optionee will be required to pay the Grant Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds

of sale, less the Grant Price, any Tax-Related Items and broker's fees or commissions, will be remitted to the Optionee. The Company reserves the right to provide the Optionee with additional methods of exercise depending on local developments.

**Exercisability Upon Termination of Employment.** The following provision replaces in its entirety paragraph 3 of the Agreement:

Notwithstanding anything to the contrary in paragraph 3 of the Agreement, due to exchange control requirements in Morocco, the Optionee will have no right to exercise the Option after the Optionee's termination date. Solely for purposes of the foregoing provision and notwithstanding anything in the Agreement to the contrary, the Optionee's employment shall be deemed to be terminated when he or she is no longer on the payroll of the Mondelēz Group.

**Exchange Control Requirements.** The Optionee is required to immediately repatriate to Morocco the proceeds from the cashless exercise of the Option. Such repatriation may need to be effectuated through a special account established by the Mondelēz Group, including the Employer. By accepting the Option, the Optionee consents and agrees that the cash proceeds may be transferred to such special account prior to being delivered to the Optionee. If repatriation of proceeds is not effectuated through a special account, the Optionee agrees to maintain his or her own records of repatriation and to provide copies of these records upon request to the Company, the Employer and/or the *Office des Changes*. The Optionee is responsible for ensuring compliance with all exchange control laws in Morocco.

## **NETHERLANDS**

### ***TERMS AND CONDITIONS***

**Miscellaneous Definitions.** The following provision replaces paragraph 15 of the Agreement:

For the purposes of this Agreement, the term "Disability" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan and the term "Retirement" means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which Optionee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

## **NEW ZEALAND**

### ***TERMS AND CONDITIONS***

#### ***Notifications***

**Securities Law Information.** WARNING: *The Optionee is being offered an Option which allows the Optionee to purchase shares of Common Stock in accordance with the terms of the Plan and the Agreement. The shares of Common Stock, if purchased, give the Optionee a stake in the ownership of the Company. The Optionee may receive a return if dividends are paid.*

*If the Company runs into financial difficulties and is wound up, the Optionee will be paid only after all creditors and holders of preferred shares have been paid. The Optionee may lose some or all of his or her investment.*

*New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.*

*The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, the Optionee may not be given all the information usually required. The Optionee will also have fewer other legal protections for this investment.*

*The Optionee understands that he or she should ask questions, read all documents carefully, and seek independent financial advice before exercising any Options under the Plan.*

*The shares of Common Stock are quoted and approved for trading on the Nasdaq Global Select Market in the United States of America. This means that, if the Optionee purchases shares of Common Stock under the Plan, the Optionee may be able to sell his or her investment on the Nasdaq if there are interested buyers. The Optionee understands that the Optionee may get less than his or her investment. The price will depend on the demand for the shares of Common Stock.*

*For information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, the Optionee should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on the Company's website at <http://ir.mondelezinternational.com/sec.cfm>.*

### **NIGERIA**

There are no country specific provisions.

### **NORWAY**

There are no country specific provisions.

### **PAKISTAN**

#### **TERMS AND CONDITIONS**

**Cashless Exercise Restriction.** Notwithstanding anything to the contrary in the Agreement, due to regulatory requirements in Pakistan, the Optionee will be required to pay the Grant Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the Grant Price, any Tax-Related Items and broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable laws and regulations. The Company reserves the right to provide the Optionee with additional methods of exercise depending on the development of local law.

#### **NOTIFICATIONS**

**Exchange Control Information.** The Optionee is required immediately to repatriate to Pakistan the proceeds from the sale of any Common Stock acquired from participation in Plan, including the proceeds

from the cashless exercise of the Option. The proceeds must be converted into local currency and the receipt of proceeds must be reported to the State Bank of Pakistan (the “SBP”) by filing a “Proceeds Realization Certificate” issued by the bank converting the proceeds with the SBP. The repatriated amounts cannot be credited to a foreign currency account. The Optionee should consult his or her personal advisor prior to repatriation of the sale proceeds to ensure compliance with applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The Optionee is responsible for ensuring compliance with all exchange control laws in Pakistan.

## PERU

### **TERMS AND CONDITIONS**

**Labor Law Acknowledgement.** The following provision supplements the acknowledgment contained in paragraph 12 of the Agreement:

By accepting the Option, the Optionee acknowledges, understands and agrees that the Option is being granted *ex gratia* to the Optionee.

### **NOTIFICATIONS**

**Securities Law Information.** The grant of Options is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, the Optionee should refer to the Plan, the Agreement and any other grant documents made available by the Company. For more information regarding the Company, the Optionee may refer to the Company’s most recent annual report on Form 10-K and quarterly report on Form 10-Q available at [www.sec.gov](http://www.sec.gov).

## PHILIPPINES

### **TERMS AND CONDITIONS**

**Cashless Exercise Restriction.** Notwithstanding anything to the contrary in the Agreement, due to regulatory requirements in the Philippines, the Optionee will be required to pay the Grant Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the Grant Price, any Tax-Related Items, and broker’s fees or commissions, will be remitted to the Optionee. The Company reserves the right to provide the Optionee with additional methods of exercise depending on local developments.

## POLAND

### **NOTIFICATIONS**

**Exchange Control Information.** Polish residents who maintain bank or brokerage accounts holding cash and foreign securities (including shares of Common Stock) abroad must report information to the National Bank of Poland on transactions and balances of the securities deposited in such accounts if the value of such transactions or balances (calculated individually or together with other assets or liabilities held abroad) exceeds PLN 7,000,000. If required, the reports are due on a quarterly basis. Polish residents are also required to transfer funds through a bank account in Poland if the transferred amount in any single transaction exceeds a specified threshold (currently €15,000, however, if the transfer of funds is connected with the business activity an entrepreneur, the threshold is PLN 15,000). Further, upon the

request of a Polish bank, Polish residents are required to inform the bank about all foreign exchange transactions performed through such bank. In addition, Polish residents are required to store documents connected with any foreign exchange transaction for a period of five years from the date the transaction occurred.

## **PORTUGAL**

### **TERMS AND CONDITIONS**

**Language Consent.** The Optionee hereby expressly declares that he or she has full knowledge of the English language and has read, understood and fully accepted and agreed with the terms and conditions established in the Plan and the Agreement.

**Conhecimento da Língua.** *O Contratado, pelo presente instrumento, declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo de Atribuição (“Agreement” em inglês).*

### **NOTIFICATIONS**

**Exchange Control Information.** If the Optionee acquires shares of Common Stock under the Plan and does not hold the shares of Common Stock with a Portuguese financial intermediary, he or she may need to file a report with the Portuguese Central Bank. If the shares of Common Stock are held by a Portuguese financial intermediary, it will file the report for the Optionee.

## **PUERTO RICO**

There are no country specific provisions.

## **ROMANIA**

### **NOTIFICATIONS**

**Exchange Control Information.** If the Optionee deposits proceeds from the sale of Common Stock in a bank account in Romania, the Optionee may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income. The Optionee should consult with a personal legal advisor to determine whether the Optionee will be required to submit such documentation to the Romanian bank.

## **RUSSIA**

### **TERMS AND CONDITIONS**

**U.S. Transaction.** The Optionee understands that acceptance of the grant of the Option results in a contract between the Optionee and the Company completed in the United States and that the Agreement is governed by the laws of the Commonwealth of Virginia, without regard to choice of law principles thereof. Any Common Stock to be issued upon exercise of the Option shall be delivered to the Optionee through a brokerage account in the U.S. The Optionee may hold the Common Stock in his or her brokerage account in the U.S.; however, in no event will Common Stock issued to the Optionee under the Plan be delivered to the Optionee in Russia. The Optionee is not permitted to sell the Common Stock directly to other Russian legal entities or individuals.

**Cashless Exercise Provision.** Notwithstanding anything to the contrary in the Agreement, depending on the development of local regulatory requirements, the Company reserves the right to restrict the Optionee to a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the Grant Price, any Tax-Related Items and broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations.

**Securities Law Information.** The Optionee acknowledges that the Agreement, the grant of the Option, the Plan and all other materials the Optionee may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. Absent any requirement under local law, the issuance of securities pursuant to the Plan has not and will not be registered in Russia and therefore, the securities described in any Plan-related documents may not be used for offering or public circulation in Russia.

**Data Privacy.** The following provision supplements paragraph 13 of the Agreement:

The Optionee understands and agrees that he or she must complete and return a Consent to Processing of Personal Data (the "Consent") form to the Company. Further, the Optionee understands and agrees that if the Optionee does not complete and return a Consent form to the Company, the Company will not be able to grant Options to the Optionee or other Grants or administer or maintain such Grants. Finally, the Optionee understands that the Company has no obligation to substitute other forms of Grants or compensation in lieu of the Options if the Optionee fails to complete and return the Consent. Therefore, the Optionee understands that refusing to complete a Consent form or withdrawing his or her consent may affect the Optionee's ability to participate in the Plan.

### **NOTIFICATIONS**

**Exchange Control Information.** If the Optionee exercises the Option by a cash purchase exercise, the funds must be remitted from a foreign currency account opened in his or her name at an authorized bank in Russia. This requirement does not apply if the Optionee uses a cashless exercise of the Option, such that some or all of the shares of Common Stock subject to the Option will be sold immediately upon exercise and the proceeds of sale remitted to the Company to cover the aggregate Grant Price and any Tax-Related Items because in this case there is no remittance of funds out of Russia.

The Optionee is solely responsible for complying with applicable Russian exchange control regulations. Since the exchange control regulations change frequently and without notice, the Optionee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Optionee's responsibility to comply with Russian exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

**Labor Law Information.** If the Optionee continues to hold shares of Common Stock acquired at exercise of the Option after an involuntary termination of the Optionee's employment, the Optionee will not be eligible to receive unemployment benefits in Russia.

**Foreign Asset/Account Reporting Information.** Russian residents are required to notify Russian tax authorities within one (1) month of opening, closing or changing the details of a foreign bank account. Russian residents are also required to file with the Russian tax authorities reports of the transactions in their foreign bank accounts. As of January 1, 2020, Russian residents may also be required to notify Russian tax authorities within one (1) month of opening, closing or changing the details of a foreign

brokerage account. Russian residents should consult with their personal tax advisor for additional information about these reporting obligations.

**Anti-Corruption Information.** Anti-corruption laws prohibit certain public servants, their spouses and their dependent children from owning any foreign source financial instruments (*e.g.*, shares of foreign companies such as the Company). Accordingly, the Optionee should inform the Company if the Optionee is covered by these laws because the Optionee should not hold shares of Common Stock acquired under the Plan.

## **SERBIA**

### ***NOTIFICATIONS***

**Exchange Control Information.** Pursuant to the Law on Foreign Exchange Transactions, the Optionee is permitted to acquire shares of Common Stock under the Plan and hold the shares and any proceeds from the sale of shares of Common Stock in a U.S. brokerage account or other foreign brokerage account. However, the Optionee needs permission from the National Bank of Serbia to hold any proceeds from the sale of shares of Common Stock in an offshore bank account. Because the exchange control regulations in Serbia may change without notice, the Optionee should consult with his or her personal advisor to ensure compliance with applicable exchange control laws.

## **SINGAPORE**

### ***TERMS AND CONDITIONS***

**Sale Restriction.** The Optionee agrees that any shares of Common Stock acquired pursuant to the Option will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”), or pursuant to, and in accordance with the conditions of, any applicable provisions of the SFA.

### ***NOTIFICATIONS***

**Securities Law Information.** The grant of the Option is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the SFA and is not made to the Optionee with a view to the Option being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

**Chief Executive Officer and Director Notification Requirement.** The chief executive officer (“CEO”), directors, associate directors and shadow directors of a Singapore subsidiary or affiliate are subject to certain notification requirements under the Singapore Companies Act. The CEO, directors, associate directors and shadow directors must notify the Singapore subsidiary or affiliate in writing of an interest (*e.g.*, Options, shares of Common Stock, etc.) in the Company or any related companies within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (*e.g.*, when the shares of Common Stock are sold), or (iii) becoming the CEO or a director, associate director or shadow director.

## **SLOVAK REPUBLIC**

There are no country specific provisions.

## SLOVENIA

### *NOTIFICATIONS*

**Foreign Asset/Account Reporting Information.** Slovenian residents may be required to report the opening of bank and/or brokerage accounts to tax authorities within eight (8) days of opening such account. The Optionee should consult with his or her personal tax advisor to determine whether this requirement will be applicable to any accounts opened in connection with the Optionee's participation in the Plan (e.g., the Optionee's brokerage account with the Company's designated broker).

## SOUTH AFRICA

### *TERMS AND CONDITIONS*

**Securities Law Notice.** In compliance with South African Securities Law, the documents listed below are available for the Optionee's review on the Company's public site or intranet site, as applicable, as listed below:

1. The Company's most recent Annual Report (Form 10-K): from the investor relations section of the Company's website at <http://www.mondelezinternational.com/investors>.
2. The Company's most recent Plan prospectus: a copy of which can be found on the Company's Intranet site located at: <https://intranet.mdlz.com/sites/globalhr/comp/Pages/Legal-Documents.aspx>.

The Optionee acknowledges that he or she may have copies of the above documents sent to him or her, at no charge, on written request being mailed to Office of the Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, Illinois 60015 U.S.A. The telephone number at the executive offices is +1 847-943-4000.

**Withholding Taxes.** The following provision supplements paragraph 4 of the Agreement:

By accepting the Option, the Optionee understands and acknowledges that he or she is required to notify the Employer of the amount of any gain realized upon exercise of the Option.

**Exchange Control Obligations.** The Optionee is solely responsible for complying with applicable South African exchange control regulations. Since the exchange control regulations change frequently and without notice, the Optionee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Optionee's responsibility to comply with South African exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

### *NOTIFICATIONS*

**Tax Clearance Certificate for Cash Exercises.** If the Optionee exercises the Option by a cash purchase exercise, the Optionee is required to obtain and provide to the Employer, or any third party designated by the Employer or the Company, a Tax Clearance Certificate (with respect to Foreign Investments) bearing the official stamp and signature of the Exchange Control Department of the South African Revenue



Service (“SARS”). The Optionee must renew this Tax Clearance Certificate each twelve (12) months or in such other period as may be required by the SARS.

If the Optionee exercises the Option by a cashless exercise whereby no funds are remitted offshore for the purchase of shares, he or she is not required to obtain a Tax Clearance Certificate.

**Exchange Control Information.** Under current South African exchange control policy, if the Optionee is a South African resident, he or she may invest a maximum of ZAR11,000,000 per annum in offshore investments, including in shares of Common Stock. The first ZAR1,000,000 annual discretionary allowance requires no prior authorization. The next ZAR10,000,000 requires tax clearance. This limit does not apply to non-resident employees. It is the Optionee’s responsibility to ensure that he or she does not exceed this limit and obtains the necessary tax clearance for remittances exceeding ZAR1,000,000. This limit is a cumulative allowance; therefore, the Optionee’s ability to remit funds for the exercise of an Option will be reduced if the Optionee’s foreign investment limit is utilized to make a transfer of funds offshore that is unrelated to the Option. If the ZAR11,000,000 limit will be exceeded as a result of an Option exercise, the Optionee may still exercise the Option and participate in the Plan, however the Optionee will be required to immediately sell the shares of Common Stock underlying the exercised Option and repatriate the proceeds to South Africa. If the ZAR11,000,000 limit is not exceeded, the Optionee will not be required to immediately repatriate the sale proceeds to South Africa.

## **SOUTH KOREA**

### ***NOTIFICATIONS***

**Exchange Control Information.** If the Optionee remits funds out of South Korea to pay the Grant Price for Options, the remittance of funds must be confirmed by a foreign exchange bank in South Korea. This confirmation is not necessary if the Optionee pays the Grant Price through an arrangement with a broker approved by the Company whereby payment of the Grant Price is accomplished with the proceeds of the sale of shares of Common Stock, because in this case there is no remittance of funds out of South Korea.

**Foreign Asset/Account Reporting Information.** South Korean residents must declare all foreign financial accounts (*e.g.*, non-South Korean bank accounts, brokerage accounts, etc.) to the South Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The Optionee should consult with his or her personal tax advisor to determine how to value the Optionee’s foreign accounts for purposes of this reporting requirement and whether the Optionee is required to file a report with respect to such accounts.

## **SPAIN**

### ***TERMS AND CONDITIONS***

**Nature of Grant.** The following provision supplements paragraph 12 of the Agreement:

In accepting the Option, the Optionee consents to participation in the Plan and acknowledges that he or she has received a copy of the Plan.

The Optionee understands and agrees that, as a condition of the grant of the Option, except as provided for in paragraph 2 of the Agreement, the termination of the Optionee’s employment for any reason

(including for the reasons listed below) will automatically result in the loss of the Option that may have been granted to the Optionee and that have not vested on the date of termination.

In particular, the Optionee understands and agrees that any unvested Option as of Optionee's termination date and any vested Option not exercised within the period set forth in the Agreement following Optionee's termination date will be forfeited without entitlement to the underlying shares of Common Stock or to any amount as indemnification in the event of a termination by reason of, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to a "*despido improcedente*"), individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

Furthermore, the Optionee understands that the Company has unilaterally, gratuitously and discretionally decided to grant the Option under the Plan to individuals who may be employees of the Mondelēz Group. The decision is a limited decision that is entered into upon the express assumption and condition that any Grant will not economically or otherwise bind the Mondelēz Group on an ongoing basis other than to the extent set forth in the Agreement. Consequently, the Optionee understands that the Option is granted on the assumption and condition that the Option and the shares of Common Stock issued upon exercise shall not become a part of any employment or contract (with the Mondelēz Group, including the Employer) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Furthermore, the Optionee understands and freely accepts that there is no guarantee that any benefit whatsoever will arise from the Option, which is gratuitous and discretionary, since the future value of the Option and the underlying shares of Common Stock is unknown and unpredictable. In addition, the Optionee understands that the grant of the Option would not be made to the Optionee but for the assumptions and conditions referred to above; thus, the Optionee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant to the Optionee of the Option shall be null and void.

### **NOTIFICATIONS**

**Securities Law Information.** No "offer of securities to the public", as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

**Exchange Control Information.** The Optionee must declare the acquisition, ownership and disposition of shares of Common Stock to the Spanish *Dirección General de Comercio e Inversiones* (the "DGCI") of the Ministry of Economy and Competitiveness on a Form D-6. Generally, the declaration must be made in January for shares of Common Stock owned as of December 31 of the prior year and/or shares of Common Stock acquired or disposed of during the prior year; however, if the value of the shares of Common Stock acquired or disposed of or the amount of the sale proceeds exceeds €1,502,530 (or if the Optionee holds 10% or more of the share capital of the Company), the declaration must be filed within one month of the acquisition or disposition, as applicable.

In addition, the Optionee is required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common

Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to the Optionee by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

**Foreign Asset/Accounting Reporting Information.** If the Optionee holds rights or assets (*e.g.*, shares of Common Stock or cash held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of right or asset (*e.g.*, shares of Common Stock, cash, etc.) as of December 31 each year, the Optionee is required to report certain information regarding such rights and assets on tax form 720. After such rights and/or assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000, or if ownership of the asset is transferred or relinquished during the year. If the value of such rights and/or assets does not exceed €50,000, a summarized form of declaration may be presented. The reporting must be completed by the March 31 each year. The Optionee should consult his or her personal tax advisor for details regarding this requirement.

#### **SWAZILAND**

There are no country specific provisions.

#### **SWEDEN**

There are no country specific provisions.

#### **SWITZERLAND**

##### ***NOTIFICATIONS***

**Securities Law Information.** Neither this document nor any other materials relating to the Option (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services (“FinSA”) (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an employee of the Mondelēz Group or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

#### **TAIWAN**

##### ***TERMS AND CONDITIONS***

**Data Privacy Consent.** The Optionee hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in paragraph 13 of the Agreement and by participating in the Plan, the Optionee agrees to such terms. In this regard, upon request of the Company or the Employer, the Optionee agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Optionee’s country, either now or in the future. The Optionee understands he or she will not be able to participate in the Plan if the Optionee fails to execute any such consent or agreement.

##### ***NOTIFICATIONS***

**Securities Law Information.** The Option and the shares of Common Stock to be issued pursuant to the Plan are available only to employees of the Mondelēz Group. The grant of the Option does not constitute a public offer of securities.

**Exchange Control Information.** The Optionee may acquire and remit foreign currency (including the Grant Price, proceeds from the sale of shares of Common Stock) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, the Optionee must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank. The Optionee should consult his or her personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

## **THAILAND**

### **TERMS AND CONDITIONS**

**Cashless Exercise Restriction.** Notwithstanding anything to the contrary in the Agreement, due to regulatory requirements in Thailand, the Optionee will be required to pay the Grant Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the Grant Price, any Tax-Related Items and broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable laws and regulations. The Company reserves the right to provide the Optionee with additional methods of exercise depending on the development of local law.

### **NOTIFICATIONS**

**Exchange Control Information.** If the proceeds from the sale of shares of Common Stock are equal to or greater than US\$200,000 in a single transaction, the Optionee must repatriate all cash proceeds to Thailand immediately following the receipt of the cash proceeds and then either convert such proceeds to Thai Baht or deposit the proceeds into a foreign currency account opened with a commercial bank in Thailand within 360 days of repatriation. In addition, the Optionee must provide details of the transaction (*i.e.*, identification information and purposes of the transaction) to the receiving bank. If the Optionee fails to comply with these obligations, the Optionee may be subject to penalties assessed by the Bank of Thailand.

The Optionee should consult his or her personal advisor prior to taking any action with respect to remittance of proceeds from the sale of shares of Common Stock into Thailand. The Optionee is responsible for ensuring compliance with all exchange control laws in Thailand.

## **TURKEY**

### **NOTIFICATIONS**

**Securities Law Information.** Under Turkish law, the Optionee is not permitted to sell shares of Common Stock acquired under the Plan in Turkey. The shares of Common Stock are currently traded on the Nasdaq Global Select Market, which is located outside Turkey and the shares of Common Stock may be sold through this exchange.

**Exchange Control Information.** The Optionee may be required to engage a Turkish financial intermediary to assist with the cash exercise of an Option or the sale of shares of Common Stock acquired under the Plan. To the extent a Turkish financial intermediary is required in connection with the Option

exercise or the sale of any shares of Common Stock acquired upon exercise of the Option, the Optionee is solely responsible for engaging such Turkish financial intermediary. The Optionee should consult his or her personal legal advisor prior to the exercise of Options or any sale of shares of Common Stock to ensure compliance with the current requirements.

## **UNITED ARAB EMIRATES**

### ***NOTIFICATIONS***

**Securities Law Information.** Participation in the Plan is being offered only to selected Optionees and is in the nature of providing equity incentives to Optionees in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Optionees and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Optionee does not understand the contents of the Plan and the Agreement, the Optionee should consult an authorized financial adviser. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## **UNITED KINGDOM (“U.K.”)**

### ***TERMS AND CONDITIONS***

**Miscellaneous Definitions.** The following provision replaces paragraph 15 of the Agreement:

For the purposes of this Agreement, the term “Disability” means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan and the term “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which Optionee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

**Withholding Taxes.** The following provision supplements paragraph 4 of the Agreement:

Without limitation to paragraph 4 of the Agreement, the Optionee hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer, as applicable, or by Her Majesty’s Revenue & Customs (“HMRC”) (or any other tax authority or any other relevant authority). The Optionee also hereby agrees to indemnify and keep indemnified the Company and the Employer, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Optionee’s behalf.

Notwithstanding the foregoing, if the Optionee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Optionee understands that he or she may not be

able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by the Optionee, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to the Optionee on which additional income tax and National Insurance Contributions (“NICs”) may be payable. The Optionee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Optionee by any of the means referred to in paragraph 4 of the Agreement.

In addition, the Optionee agrees that the Company and/or the Employer may calculate the Tax-Related Items to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right the Optionee may have to recover any overpayment from the relevant tax authorities.

## **UNITED STATES**

### ***NOTIFICATIONS***

**Tax Information.** The Option is not an incentive stock option within the meaning of the Code.

**Foreign Asset/Accounting Reporting Information.** If the Optionee holds assets (*i.e.*, Option or Common Stock) or other financial assets in an account outside the United States and the aggregate amount of said assets is US\$10,000 or more, the Optionee is required to submit a report of Foreign Bank and Financial Account with the United States Internal Revenue Service by June 30 of the year following the year in which the assets in the Optionee’s account meet the US\$10,000 threshold.

## **URUGUAY**

### ***TERMS AND CONDITIONS***

**Data Privacy Consent.** The Optionee understands that the Data will be collected by the Company and will be transferred to the Company at Three Parkway North, Deerfield, Illinois 60015 U.S.A. and/or any financial institutions or brokers involved in the management and administration of the Plan. The Optionee further understands that any of these entities may store the Data for purposes of administering the Optionee’s participation in the Plan.

## **VENEZUELA**

### ***TERMS AND CONDITIONS***

**Investment Representation.** As a condition of the grant of the Option, the Optionee acknowledges and agrees that any shares of Common Stock the Optionee may acquire upon exercise of the Option are acquired as and intended to be an investment rather than for the resale of the shares of Common Stock and conversion of such shares into foreign currency.

**Exchange Control Information.** Exchange control restrictions may limit the ability to exercise the Option or remit funds into Venezuela following the receipt of the cash payment upon the cashless exercise of the Option or cash proceeds from the sale of shares of Common Stock acquired under the Plan. The Company reserves the right to further restrict the exercise of the Option or to amend or cancel the Option at any time in order to comply with the applicable exchange control laws in Venezuela. The Optionee is responsible for complying with exchange control laws in Venezuela and neither the Company nor the

Employer will be liable for any fines or penalties resulting from the Optionee's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, the Optionee should consult with his or her personal legal advisor before accepting the Option to ensure compliance with current regulations.

***NOTIFICATIONS***

**Securities Law Information.** The Option granted under the Plan and the shares of Common Stock issued under the Plan are offered as a personal, private, exclusive transaction and are not subject to Venezuelan government securities regulations.

**MONDELÉZ INTERNATIONAL, INC.**  
**AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN**  
**(Amended and Restated as of February 3, 2017)**

**GLOBAL LONG-TERM INCENTIVE GRANT AGREEMENT**

**(2020-2022 Performance Cycle)**

MONDELÉZ INTERNATIONAL, INC., a Virginia corporation (the “Company”), hereby grants to the individual (the “Participant”) named in the Long-Term Incentive Grant Notice (the “Notice”) a Long-Term Incentive Grant (the “LTI Grant”) with respect to the Performance Cycle and Performance Goals set forth in the Notice, subject to the terms and provisions of the Notice, this Global Long-Term Incentive Grant Agreement, including any country-specific appendix (this “Agreement”) and the Mondeléz International, Inc. Amended and Restated 2005 Performance Incentive Plan, as amended from time to time (the “Plan”). Unless and until the Committee determines that an Award is payable with respect to the LTI Grant, in the manner set forth in paragraphs 4 or 5 hereof, the Participant shall have no right to payment based on the LTI Grant. Prior to payment of an Award based on the LTI Grant, the LTI Grant represents an unsecured obligation of the Company payable, if at all, from the general assets of the Company. All references to action of or approval by the Committee shall be deemed to include action of or approval by any other person(s) to whom the Committee has delegated authority to act.

The LTI Grant is subject to the following terms and conditions (including the country-specific terms set forth in Appendix A to this Agreement):

**The Participant must either execute and deliver an acceptance of the terms set forth in this Agreement or electronically accept the terms set forth in this Agreement, in the manner and within a period specified by the Committee. The Committee may, in its sole discretion, cancel the LTI Grant if the Participant fails to accept this Agreement and related documents within the specified period or using the procedures for acceptance established by the Committee.**

**1. Definitions.** For purposes of the Plan, the following terms shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates. All capitalized terms used in this Agreement without definition shall have the same meaning as defined under the Plan and the Notice.

(a) Affiliate. “Affiliate” means any entity that directly or indirectly through one or more intermediaries controls or is controlled by the Company, in each case, as determined by the Committee.

(b) Disability. “Disability” means permanent and total disability as determined under procedures established by the Company for purposes of the Plan.

(c) LTI Award Payout. “LTI Award Payout” means the number of shares of Common Stock (if the Award is settled in shares) or the amount (if the Award is settled in cash) in either case with the value determined as the product of (a) the LTI Grant Target multiplied by (b) the Performance Goal Attainment Factor (subject to the Committee’s discretion specified in paragraph 4(c)), and, in the case of a Participant who terminates employment before the last day of the Performance Cycle, further multiplied by (c) the Participation Period Factor.

(d) LTI Grant Target. “LTI Grant Target” means the target number of shares of Common Stock or amount set forth in the Notice.



- (e) Maximum Goal Factor. “Maximum Goal Factor” means the maximum percentage set forth in the Notice.
- (f) Participation Period Factor. “Participation Period Factor” means a fraction, the numerator of which is the number of months (including partial months, rounded up to the next whole month) the Participant participates during the Performance Cycle and the denominator of which is the number of months in the Performance Cycle. The Committee, in its sole discretion, may adjust the Participation Period Factor.
- (g) Performance Cycle. “Performance Cycle” means the performance period set forth in the Notice over which the attainment of the Performance Goals will be measured for the purpose of determining the LTI Award Payout.
- (h) Performance Goal Attainment Factor. “Performance Goal Attainment Factor” means a percentage ranging from 0% to the Maximum Goal Factor representing the level at which the Performance Goals have been attained as determined by the Committee.
- (i) Retirement. “Retirement” means, unless otherwise determined by the Committee, in its sole discretion, the termination of employment on or after the date the Participant is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group.

2. Incorporation of Terms of Plan. The LTI Grant is subject to the terms and conditions of the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control except as otherwise expressly set forth in this Agreement.

3. Vesting and Forfeiture.

(a) Vesting. Except as expressly provided in this Agreement, if the Committee determines that the Performance Goals for the Performance Cycle have been met and the other terms and conditions set forth in the Plan have been satisfied, an Award will be made to the Participant based on the Participant’s LTI Award Payout.

(b) Forfeiture. Except as expressly provided in this Agreement, if the Participant has not been continuously and actively employed with a member of the Mondelēz Group that employs the Participant (the “Employer”), from the date of the Notice through the last date of the Performance Cycle or if the Participant is not an employee in good standing with the Employer on the date of payment described in paragraph 4(a) hereof, the LTI Grant will be forfeited immediately and without any further action by the Company or the Committee. For purposes of the preceding sentence, the Participant will not be considered to be continuously and actively employed with the Employer once he or she has stopped providing services, notwithstanding any notice period mandated under the employment laws of the country where the Participant resides (*e.g.*, active employment would not include a period of “garden leave” or similar period pursuant to the employment laws of the country where the Participant resides), unless otherwise determined by the Company on a country-by-country basis. Unless otherwise determined by the Committee, a leave of absence shall not constitute a termination of continuous service. The Committee has the exclusive discretion to determine when a Participant is no longer actively employed for purposes of the LTI Grant, subject to compliance with Section 409A of the Code.

(i) Death/Disability. If the Participant dies or terminates active employment with the Mondelēz Group due to Disability, the vesting of the LTI Grant will occur on a pro rata basis calculated pursuant to paragraph 1(c) of this Agreement. The LTI Award Payout will be made to the Participant by using a Performance Goal Attainment Factor equal to 100%, subject to compliance with the payment timing provisions set forth in paragraph 4(a)(iii) hereof.

(ii) Retirement. If a Participant terminates active employment with the Mondelēz Group prior to the potential payment of an Award as a result of the Participant's Retirement and the LTI Grant is not otherwise accounted for, or included in, the Participant's severance or retirement arrangement with the Mondelēz Group and the Participant timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion, then, unless otherwise determined by the Committee, the Participant shall retain a prorated portion of the LTI Grant with a potential Award payable based on actual attainment of the Performance Goals at the same time an Award (if any) is payable to other participants for the Performance Cycle. The proration of the LTI Grant will be calculated by applying the Participant's Participation Period Factor as determined in the sole discretion of the Committee, subject to compliance with the payment timing provisions set forth in paragraph 4 hereof. Notwithstanding the above, if the Committee receives an opinion of counsel that there has been a legal judgment and/or legal development in the Participant's jurisdiction that likely would result in the favorable treatment on Retirement described in this section that applies to the LTI Grant being deemed unlawful and/or discriminatory, then the Company will not apply the favorable Retirement treatment at the time of the termination and the LTI Grant will be treated as it would under the rules that apply if the Participant's employment is terminated for reasons other than Retirement, death or Disability.

#### 4. Payment.

##### (a) Form and Time of Payment.

(i) Form of Payment. Subject to the terms of the Plan, the Notice and this Agreement, and except as otherwise expressly provided and subject to the terms of this Agreement (including Appendix A hereto), any Award that becomes payable in accordance with paragraph 3 hereof shall be paid in whole shares of Common Stock, which shall be issued in book-entry form, registered in the Participant's name. In the event the LTI Award Payout results in less than a whole number of shares of Common Stock, the LTI Award Payout shall be rounded up to the next whole share of Common Stock (no fractional shares of Common Stock shall be issued in payment of an Award).

(ii) Certification; Performance Goal Attainment Factor Determination. Following the completion of the Performance Cycle and, subject to paragraph 3(b)(i) and paragraph 5 hereof, prior to the payment of an Award, the Committee shall certify in writing whether the applicable Performance Goals were achieved for the Performance Cycle and shall determine the Performance Goal Attainment Factor with respect to the Award.

(iii) Payment Timing. Except as otherwise provided in the following sentence, the LTI Award Payout shall be paid as soon as practicable following the date the Committee certifies that the Performance Goals for the Performance Cycle have been attained and determines an LTI Grant has vested and is payable for the Performance Cycle, but in no event later than March 15 of the taxable year following the end of the Performance Cycle, including upon a Participant's Retirement. An Award that becomes payable under paragraph 3(b)(i) hereof in connection with a Participant's death or termination resulting from Disability shall be paid within 75 days following the Participant's death or termination of employment, as applicable, but in any event no later than March 15 following the year of death or termination from Disability.

(b) Conditions to Payment of an Award. Notwithstanding any other provision of this Agreement (including without limitation paragraph 3(a) hereof):

(i) The Award shall not become payable to the Participant or his or her legal representative unless and until the Participant or his or her legal representative shall have satisfied all

applicable withholding obligations for Tax-Related Items (as defined in paragraph 8 below), if any, in accordance with paragraph 8 hereof.

(ii) The Company shall not be required to issue or deliver any certificate or certificates (whether in electronic or other form) for any shares of Common Stock in payment of the Award prior to the fulfillment of all of the following conditions: (A) the admission of the Common Stock to listing on all stock exchanges on which the Common Stock is then listed, (B) the completion of any registration or other qualification of the Common Stock under any state or federal law or under rulings or regulations of the Commission or other governmental regulatory body, which the Committee shall, in its sole and absolute discretion, deem necessary and advisable, or if the offering of the Common Stock is not so registered, a determination by the Company that the issuance of the Common Stock would be exempt from any such registration or qualification requirements, (C) the obtaining of any approval or other clearance from any state, federal or foreign governmental agency that the Committee shall, in its absolute discretion, determine to be necessary or advisable and (D) the lapse of any such reasonable period of time following the date the Award becomes payable as the Committee may from time to time establish for reasons of administrative convenience, subject to compliance with Section 409A of the Code.

(c) Payment Amount. The Committee shall retain the right, in its sole discretion, to modify the Performance Goal Attainment Factors (resulting in a reduction, an increase or elimination (including to zero) of, the amount otherwise payable under the LTI Grant) to take into account recommendations of the Chief Executive Officer of the Company and/or such additional factors including qualitative factors, if any, that the Committee may deem relevant to the assessment of individual or corporate performance for the Performance Cycle.

5. Treatment Upon a Change in Control. In the event of a Change in Control (as defined in Section 6(b) of the Plan), the LTI Grant is subject to the terms provided in Section 6 of the Plan.

6. Restrictions and Covenants.

(a) In addition to such other conditions as may be established by the Company or the Committee, in consideration for making a Grant under the terms of the Plan, the Participant agrees and covenants as follows for a period of twelve (12) months following the date of the Participant's termination of employment from the Mondelēz Group:

1. to protect the Mondelēz Group's legitimate business interests in its confidential information, trade secrets and goodwill, and to enable the Mondelēz Group's ability to reserve these for the exclusive knowledge and use of the Mondelēz Group, which is of great competitive importance and commercial value to the Mondelēz Group, the Participant, without the express written permission of the Executive Vice President of Human Resources of the Company, will not engage in any conduct in which the Participant contributes his/her knowledge and skills, directly or indirectly, in whole or in part, as an executive, employer, employee, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to a competitor or to an entity engaged in the same or similar business as the Mondelēz Group, including those engaged in the business of production, sale or marketing of snack foods (including, but not limited to gum, chocolate, confectionary products, biscuits or any other product or service the Participant has reason to know has been under development by the Mondelēz Group during the Participant's employment with the Mondelēz Group). The Participant will not engage in any activity that may require or inevitably require the Participant's use or disclosure of the Mondelēz Group's confidential information, proprietary information and/or trade secrets;

2. to protect the Mondelēz Group's investment in its employees and to ensure the long-term success of the business, the Participant, without the express written permission of the Executive Vice President of Human Resources of the Company, will not directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Mondelēz Group; and
3. to protect the Mondelēz Group's investment in its development of goodwill and customers and to ensure the long-term success of the business, the Participant will not directly or indirectly solicit (including, but not limited to, e-mail, regular mail, express mail, telephone, fax, instant message, SMS text messaging and social media) or attempt to directly or indirectly solicit, contact or meet with the current or prospective customers of the Mondelēz Group for the purpose of offering or accepting goods or services similar to or competitive with those offered by the Mondelēz Group.

The provisions contained herein in paragraph 6 are not in lieu of, but are in addition to the continuing obligation of the Participant (which the Participant acknowledges by accepting any Grant under the Plan) to not use or disclose the Mondelēz Group's trade secrets or Confidential Information known to the Participant until any particular trade secret or Confidential Information becomes generally known (through no fault of the Participant), whereupon the restriction on use and disclosure shall cease as to that item. For purposes of this agreement, "Confidential Information" includes, but is not limited to, certain sales, marketing, strategy, financial, product, personnel, manufacturing, technical and other proprietary information and material which are the property of the Mondelēz Group. The Participant understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(b) A main purpose of the Plan is to strengthen the alignment of long-term interests between participants and the Mondelēz Group by providing an ownership interest in the Company, and to prevent former employees whose interests become adverse to the Company from maintaining that ownership interest. By acceptance of any Grant (including the LTI Grant) under the Plan, the Participant acknowledges and agrees that if the Participant breaches any of the covenants set forth in paragraph 6(a):

1. all unvested or unearned Grants (including any unearned portion of the LTI Grant) shall be immediately forfeited;
2. the Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, unpaid or deferred Grants at any time if the Participant is not in compliance with all terms and conditions set forth in the Plan and this Agreement including, but not limited to, paragraph 6(a);
3. the Participant shall repay to the Mondelēz Group the net proceeds of any Plan benefit that occurs at any time after the earlier of the following two dates: (i) the date twelve (12) months immediately preceding any such violation; or (ii) the date six (6) months prior to the Participant's termination of employment with the Mondelēz Group. The Participant shall repay to the Mondelēz Group the net proceeds in such a manner and on such terms and conditions as may be required by the Mondelēz Group, and the Mondelēz Group shall be entitled to set-off against the amount of any such net proceeds any amount owed to the Participant by the Mondelēz Group, in a way that is intended to avoid the application of penalties under Section 409A of the Code, if applicable, or other applicable law. For purposes of this paragraph, net proceeds shall mean the Fair Market Value of the shares of Common Stock less any Tax-Related Items; and

4. the Mondelēz Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security as the Participant acknowledges that such breach would cause the Mondelēz Group to suffer irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

(c) If any provision contained in this paragraph 6 shall for any reason, whether by application of existing law or law which may develop after the Participant's acceptance of a Grant under the Plan be determined by a court of competent jurisdiction to be overly broad as to scope of activity, duration or territory, the Participant agrees to join the Mondelēz Group in requesting such court to construe such provision by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.

(d) Notwithstanding the foregoing, no section of this Agreement is intended to or shall limit, prevent, impede or interfere with the Participant's non-waivable right, without prior notice to the Company, to provide information to, participate in investigations by or testify in proceedings before any federal, state or local government subdivision or agency, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, U.S. Department of Justice, the U.S. Congress, or any agency Inspector General, regarding the Mondelēz Group's past or future conduct, or to engage in any activities protected under applicable whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Participant does not need prior authorization from the Mondelēz Group to make any such reports or disclosures and is not required to notify the Mondelēz Group that the Participant has made such reports or disclosures.

7. Clawback Policy/Forfeiture. The Participant understands and agrees that in the Committee's sole discretion, the Company may cancel all or part of the LTI Grant or require repayment by the Participant to the Company of all or part of any LTI Award Payout underlying any vested LTI Grant pursuant to any recovery, recoupment, clawback and/or other forfeiture policy maintained by the Company, including a violation of paragraph 6 above, from time to time. In addition, any payments or benefits the Participant may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with the requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, rules promulgated by the Commission or any other applicable law, including the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any securities exchange on which the Common Stock is listed or traded, as may be in effect from time to time.

8. Withholding Taxes. The Participant acknowledges that regardless of any action taken by the Company or, if different, the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed by the Company or the Employer, in their discretion, to be an appropriate charge to the Participant even if legally applicable to the Company or the Employer ("Tax-Related Items") is and remains his or her responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the LTI Grant, including the vesting or payment of any Award relating to the LTI Grant, the receipt of any dividends or cash payments in lieu of dividends, or the subsequent sale of shares of Common Stock; and (b) do not commit to and are under no obligation to structure the terms of the LTI Grant or any aspect of the Participant's

participation in the Plan to reduce or eliminate his or her liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant becomes subject to any Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction.

The Company is authorized to satisfy the withholding for any or all Tax-Related Items arising from the vesting or payment of any Award relating to the LTI Grant or sale of shares of Common Stock issued pursuant to the Award, as the case may be, by deducting the number of shares of Common Stock having an aggregate value equal to the amount of Tax-Related Items withholding due from the LTI Award Payout or otherwise becoming subject to current taxation. If the Company satisfies the Tax-Related Items obligation by withholding a number of shares of Common Stock as described herein, for tax purposes, the Participant will be deemed to have been issued the full number of shares of Common Stock due to the Participant at vesting, notwithstanding that a number of shares of Common Stock is held back solely for the purpose of such Tax-Related Items withholding.

The Company is also authorized to satisfy the actual Tax-Related Items arising from the vesting or payment of any Award relating to the LTI Grant, the sale of shares of Common Stock issued pursuant to the Award or hypothetical withholding tax amounts if the Participant is covered under a Company tax equalization policy, as the case may be, by the remittance of the required amounts from any proceeds realized upon the open-market sale of the Common Stock received by the Participant. Such open-market sale is on the Participant's behalf and at the Participant's direction pursuant to this authorization without further consent.

Furthermore, the Company and/or the Employer are authorized to satisfy any withholding obligations with regard to all Tax-Related Items arising from the vesting or payment of any Award relating to the LTI Grant, or sale of shares issued pursuant to the Award, as the case may be, by withholding from the Participant's wages or other cash compensation paid to the Participant by the Company and/or the Employer.

If the Participant is subject to the short-swing profit rules of Section 16(b) of the Exchange Act, the Company will deduct the number of shares of Common Stock having an aggregate value equal to the amount of Tax-Related Items due from the LTI Award Payout, or the Committee may determine that a particular method be used to satisfy any Tax Related Items.

Shares of Common Stock deducted from the LTI Award Payout in satisfaction of any Tax-Related Items shall be valued at the Fair Market Value of the Common Stock received in payment of the Award on the date as of which the amount giving rise to the withholding requirement first became includible in the gross income of the Participant under applicable tax laws. If the Participant is covered by a Company tax equalization policy, the Participant also agrees to pay to the Company any additional hypothetical tax obligation calculated and paid under the terms and conditions of such tax equalization policy.

The Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering statutory withholding rates or other applicable withholding rates in the Participant's jurisdiction(s), including minimum or maximum applicable withholding rates, in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent shares of Common Stock.

Finally, the Participant shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of his or her participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Common Stock if the Participant fails to comply with his or her Tax-Related Items obligations.

9. **Nature of the Grant.** By participating in the Plan and in exchange for receiving the LTI Grant, the Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the LTI Grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards, or benefits in lieu of LTI Grants, even if LTI Grants have been made in the past;

(c) all decisions with respect to future LTI Grants, if any, will be at the sole discretion of the Committee;

(d) the Participant's participation in the Plan is voluntary;

(e) the LTI Grant and the shares of Common Stock, and the income and value of same, subject to the LTI Grant are not intended to replace any pension rights or compensation;

(f) the LTI Grant and the shares of Common Stock subject to the LTI Grant and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension, retirement or welfare benefits or similar mandatory payments;

(g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted;

(h) unless otherwise agreed with the Company, the LTI Grant and the shares of Common Stock underlying the LTI Grant, and the income and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of any entity of the Mondelēz Group;

(i) the LTI Grant and the shares of Common Stock subject to the LTI Grant, and the income and value of same, are not part of normal or expected compensation or salary for any purpose;

(j) neither the Company, the Employer nor any other member of the Mondelēz Group shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the LTI Grant or any shares of Common Stock delivered to the Participant upon vesting of the LTI Grant or of any proceeds resulting from the Participant's sale of such shares; and

(k) no claim or entitlement to compensation or damages shall arise from forfeiture of the LTI Grant resulting from the failure to reach Performance Goals or termination of the Participant's employment or other service relationship by the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of his or her employment agreement, if any).

10. ***Data Privacy.*** ***The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other LTI Grant materials ("Data") by and among the Mondelēz Group for the***

*exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.*

*The Participant understands that the Mondelēz Group may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, social security, passport or insurance number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all LTI Grants or any other entitlement to shares of Common Stock or other equivalent benefits, awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of implementing, administering and managing the Plan.*

*The Participant understands that Data will be transferred to UBS Financial Services, Inc. ("UBS"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, KPMG LLP or such other public accounting firm that may be engaged by the Company in the future. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. If the Participant resides outside the United States, the Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company, UBS, PricewaterhouseCoopers LLP and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. If the Participant resides outside the United States, the Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Participant understands that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, the Participant's employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant an LTI Grant or other equity awards or administer or maintain such Grants. The Participant also understands that the Company has no obligation to substitute other forms of Grants or compensation in lieu of the LTI Grant as a consequence of the Participant's refusal or withdrawal of his or her consent. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Participant's local human resources representative.*

*Further, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from the Participant for the purpose of administering his or her participation in the Plan in compliance with the data privacy laws in the Participant's country, either now or in the future. The Participant understands and agrees that he or she will not be able to participate in the Plan if the Participant fails to provide any such consent or agreement requested by the Company and/or the Employer.*



11. Nontransferability of LTI Grant. The LTI Grant or the interests or rights therein may not be transferred in any manner other than by will or by the laws of descent and distribution applicable to the Participant, and may not be assigned, hypothecated or otherwise pledged and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, in violation of the provisions herein, the LTI Grant shall immediately become null and void and any rights to receive a payment under the LTI Grant shall be forfeited.

12. Rights as Shareholder. Neither the Participant nor any person claiming under or through the Participant shall have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock issuable hereunder unless and until certificates representing such Common Stock (which may be in uncertificated form) will have been issued and recorded on the books and records of the Company or its transfer agents or registrars, and delivered to the Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, the Participant shall have all the rights of a shareholder of the Company, including with respect to the right to vote the Common Stock and the right to receive any cash or share dividends or other distributions paid to or made with respect to the Common Stock. Notwithstanding the foregoing, in accordance with Section 9 of the Plan, the Company may pay dividend equivalents on the outstanding LTI Grant subject to such restrictions and conditions as the Committee may establish.

13. Adjustments. The Committee may make such adjustments to one or more of the Performance Goals, as well as the manner in which the LTI Award Payout is calculated, as the Committee in its sole discretion deems appropriate. The Participant shall be notified of such adjustment and such adjustment shall be binding upon the Company and the Participant.

14. NO GUARANTEE OF CONTINUED EMPLOYMENT. THE PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE LTI GRANT PURSUANT TO THE PROVISIONS OF THE PLAN AND THIS AGREEMENT IS EARNED ONLY IF THE PERFORMANCE GOALS ARE ATTAINED AND THE OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE PLAN ARE SATISFIED AND BY THE PARTICIPANT CONTINUING TO BE EMPLOYED (SUBJECT TO THE PROVISIONS OF PARAGRAPH 3(b) HEREOF) AT THE WILL OF THE EMPLOYER (AND NOT THROUGH THE ACT OF BEING EMPLOYED BY THE EMPLOYER, BEING GRANTED AN LTI GRANT, OR RECEIVING COMMON STOCK HEREUNDER). THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE RIGHT TO EARN A PAYMENT UNDER THE LTI GRANT SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED EMPLOYMENT DURING THE PERFORMANCE CYCLE, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE EMPLOYER TO TERMINATE THE PARTICIPANT'S EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE AND IN ACCORDANCE WITH APPLICABLE EMPLOYMENT LAWS OF THE COUNTRY WHERE THE PARTICIPANT RESIDES OR BE INTERPRETED AS FORMING AN EMPLOYMENT OR SERVICE CONTRACT WITH THE EMPLOYER.

15. Entire Agreement; Governing Law. The Notice, the Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except as provided in the Notice, the Plan or this Agreement or by means of a writing signed by the Company and the Participant. Nothing in the Notice, the Plan and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan and this Agreement are to be construed in accordance with and governed by the substantive laws of the Commonwealth of Virginia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any

jurisdiction other than the substantive laws of the Commonwealth of Virginia to the rights and duties of the parties. Unless otherwise provided in the Notice, the Plan or this Agreement, the Participant is deemed to submit to the exclusive jurisdiction of the Commonwealth of Virginia, U.S.A., and agrees that such litigation shall be conducted in the courts of Henrico County, Virginia, or the federal courts for the United States for the Eastern District of Virginia.

16. Conformity to Securities Laws. The Participant acknowledges that the Notice, the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Commission, including, without limitation, Rule 16b-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Notice, the Plan and this Agreement shall be administered, and the LTI Grant is made, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Notice, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

17. Administration and Interpretation. The terms and provisions of the Plan (a copy of which will be made available online or furnished to the Participant upon written request to the Office of the Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, Illinois 60015, U.S.A.) are incorporated herein by reference. To the extent any provision in the Notice or this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern except as otherwise expressly set forth in this Agreement. The LTI Grant, the vesting of the LTI Grant and any issuance of Common Stock upon payment of the LTI Grant are subject to, and shall be administered in accordance with, the provisions of the Plan, as the same may be amended from time to time. Any question or dispute regarding the administration or interpretation of the Notice, the Plan and this Agreement shall be submitted by the Participant or by the Company to the Committee. The resolution of such question or dispute by the Committee shall be final and binding on all persons.

18. Headings. The captions used in the Notice and this Agreement are inserted for convenience and shall not be deemed a part of the LTI Grant for construction or interpretation.

19. Notices. Any notice required or permitted hereunder shall be (i) given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party or (ii) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and shall be deemed effectively given upon such delivery. Any documents required to be given or delivered to the Participant related to current or future participation in the Plan may also be delivered through electronic means as described in paragraph 26 below.

20. Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

21. Severability. Whenever feasible, each provision of the Notice, this Agreement and the Plan shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision in the Notice, the Plan or this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Notice, the Plan or this Agreement.

22. Code Section 409A. This LTI Grant is intended to be exempt from Section 409A of the Code and shall be interpreted, operated and administered in a manner consistent with such intent. This Agreement may be amended at any time, without the consent of any party, to avoid the application of Section 409A of the Code in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Nothing in the Agreement or the Plan shall provide a basis for any person to take action against the Mondelēz Group based on matters covered by Section 409A of the Code, including the tax treatment of any amount paid under the LTI Grant made hereunder, and Mondelēz Group shall not under any circumstances have any liability to any participant or his estate or any other party for any taxes, penalties or interest due on amounts paid or payable under this Agreement, including taxes, penalties or interest imposed under Section 409A of the Code.
23. No Advice Regarding LTI Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan or the Participant's acquisition or sale of any shares of Common Stock issued in payment of the LTI Grant. The Participant understands and agrees that the Participant should consult with his or her own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.
24. Language. The Participant acknowledges that he or she is sufficiently proficient in English, or, alternatively, the Participant acknowledges that he or she will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
25. Appendix. Notwithstanding any provisions in this Agreement, the LTI Grant shall be subject to any terms and conditions set forth in Appendix A to this Agreement for the Participant's country. Moreover, if the Participant relocates to one of the countries included in Appendix A, the terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Agreement.
26. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.
27. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan or on the LTI Grant and on any shares of Common Stock issued in payment of the LTI Grant, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
28. Insider Trading/Market Abuse Laws. The Participant acknowledges that, depending on the Participant's country, broker's country, or where shares of the Company's Common Stock are listed, the Participant may be subject to insider trading and/or market abuse laws, which affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to such shares (*e.g.*, the LTI Grant) or rights linked to the value of shares of Common Stock under the Plan during such times as the Participant is considered to have "material nonpublic information" or "insider information" regarding the Company (as defined by the laws or regulations in the relevant jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places

before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a “need to know” basis) and (ii) “tipping” third parties or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company’s insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company’s insider trading policy. The Participant acknowledges that it is his or her responsibility to be compliant with any applicable restrictions, and that the Participant should speak to his or her personal advisor on this matter.

29. Exchange Control, Tax and Foreign Asset/Account Reporting Requirements. The Participant acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Participant’s ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock acquired under the Plan) in a brokerage, bank account or legal entity outside the Participant’s country. The Participant may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of the Participant’s participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. The Participant acknowledges that it is the Participant’s responsibility to be compliant with such regulations, and the Participant understands and agrees that the Participant should consult his or her personal legal advisor for any details.

30. Waiver. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Participant or any other participant of the Plan.

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**The Participant acknowledges that the Participant has reviewed the Plan, the Notice and this Agreement (including any appendices hereto) in their entirety and fully understands their respective provisions. The Participant agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, the Notice or this Agreement.**

IN WITNESS WHEREOF, this Agreement has been executed as of the date of the Notice.

MONDELÉZ INTERNATIONAL, INC.

/s/ Ellen M. Smith

Ellen M. Smith  
SVP & Chief Counsel, Chief Compliance Officer & Corporate Secretary

## **APPENDIX A**

### **MONDELÉZ INTERNATIONAL, INC. AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN (Amended and Restated as of February 3, 2017)**

#### **ADDITIONAL TERMS AND CONDITIONS OF THE GLOBAL LONG-TERM INCENTIVE GRANT AGREEMENT**

This Appendix A includes additional terms and conditions that govern the LTI Grant to the Participant under the Plan if he or she resides and/or works in one of the countries listed herein. If the Participant is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which the Participant is currently residing and/or working, or if the Participant transfers to another country after receiving the LTI Grant, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Participant. Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or the Agreement.

This Appendix A also includes information regarding securities, exchange control and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2020. Such laws are often complex and change frequently. As a result, the Participant should not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Participant vests in the LTI Grant or sells shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure the Participant of a particular result. Accordingly, the Participant should seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Participant's situation.

Finally, if the Participant is a citizen or resident of a country other than the one in which the Participant is currently working, transfers employment after the LTI Grant is made, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to the Participant in the same manner.

## EUROPEAN UNION / EUROPEAN ECONOMIC AREA (INCLUDING THE UNITED KINGDOM) AND SWITZERLAND

### **TERMS AND CONDITIONS**

**Data Privacy Notice.** The following provision replaces in its entirety paragraph 10 of the Agreement:

If the Participant is based in the European Union (“EU”), the European Economic Area, Switzerland or, if and when the United Kingdom leaves the EU, the United Kingdom, the Participant should note that Mondelēz International, Inc., with registered address at Three Parkway North, Deerfield, Illinois 60015, U.S.A. is the controller responsible for the processing of the Participant's Personal Data (as defined below) in connection with the Agreement and the Plan.

**Data Collection and Usage.** Pursuant to applicable data protection laws, the Participant is hereby notified that the Company collects, processes and uses the following types of personal data about the Participant: name, home address and telephone number, email address, date of birth, social insurance, passport number or other identification number, salary, nationality, job title, any shares of stock or directorships held in any entity in the Mondelēz Group, details of all LTI Grants or any other entitlement to shares awarded, canceled, settled, vested, unvested or outstanding in the Participant’s favor, which the Company receives from the Participant or the Employer (“Personal Data”) for the exclusive legitimate purpose of the LTI Grant and implementing, administering and managing the Participant’s participation in the Plan.

**Purposes and Legal Bases of Processing.** The legal basis for the processing of the Personal Data by the Company is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and for the Company’s legitimate business interests of managing the Plan and generally administering Participant equity awards. The Participant understands that providing the Company with Personal Data is necessary for the performance of the Agreement and that the Participant’s refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant’s ability to participate in the Plan.

**International Data Transfers.** The Company is located in the United States which means that it will be necessary for Personal Data to be transferred to, and processed in, the United States. The Participant understands and acknowledges that the United States is not subject to an unlimited adequacy finding by the European Commission and that the Participant’s Personal Data may not have an equivalent level of protection as compared to the Participant’s country of residence. To provide appropriate safeguards for the protection of the Participant’s Personal Data, the Personal Data is transferred to the Company based on data transfer and processing agreements implementing the EU Standard Contractual Clauses. Further, the Participant understands that the Company transfers his or her Personal Data, or parts thereof to third parties based on agreements implementing the EU Standard Contractual Clauses. These third parties include UBS Financial Services, Inc. (“UBS”), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. UBS has opened or will open an account for the Participant to receive and trade shares of Common Stock acquired under the Plan. The Participant understands that Personal Data may also be transferred to the Company’s independent registered public accounting firm, PricewaterhouseCoopers LLP, KPMG LLP or such other public accounting firm that may be engaged by the Company. In the future, the Company may select a different service provider or other service providers and share the Personal Data with such other provider(s) serving the Company in a similar manner. The Participant may be asked to agree on separate terms and data processing practices with UBS, PricewaterhouseCoopers LLP or KPMG LLP with such agreement being a condition to the Participant’s ability to participate in the Plan.

The Participant may request a copy of the safeguards used to protect his or her Personal Data or the names and addresses of any potential recipients of Personal Data by contacting the Company at: [DataProtectionOfficeMEU@mdlz.com](mailto:DataProtectionOfficeMEU@mdlz.com).

**Data Retention.** The Company will use the Personal Data only as long as necessary to implement, administer and manage the Participant's participation in the Plan, or as required to comply with legal or regulatory obligations, including tax and securities laws. When the Company no longer needs the Personal Data, the Company will remove it from its systems. If the Company keeps data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

**Data Subject Rights.** To the extent provided by law, the Participant has the right to (i) inquire whether and what kind of Personal Data the Company holds about the Participant and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of Personal Data in certain situations where the Participant feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, (vi) request portability of Personal Data that the Participant has actively or passively provided to the Company, where the processing of such Personal Data is based on consent or a contractual agreement with the Participant and is carried out by automated means, or (vii) lodge a complaint with the competent local data protection authority. To receive additional information regarding the Participant's rights, raise any other questions regarding the practices described in the Agreement or to exercise his or her rights, the Participant should contact the Company at: [DataProtectionOfficeMEU@mdlz.com](mailto:DataProtectionOfficeMEU@mdlz.com).

## **ARGENTINA**

### ***TERMS AND CONDITIONS***

**Restrictions and Covenants.** Notwithstanding anything to the contrary in the Agreement, paragraph 6 of the Agreement will not apply to Argentinian Participants.

**Labor Law Policy and Acknowledgement.** The following provision supplements paragraph 9 of the Agreement:

The Participant acknowledges and agrees that the grant is made by the Company (not the Employer) in its sole discretion and that the value of the LTI Grant or any shares of Common Stock acquired under the Plan shall not constitute salary or wages for any purpose under Argentine labor law, including, but not limited to, the calculation of (i) any labor benefits, such as vacation pay, thirteenth salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, etc., or (ii) any termination or severance indemnities or similar payments.

If, notwithstanding the foregoing, any benefits under the Plan are considered for any purpose under Argentine labor law, the Participant acknowledges and agrees that such benefits shall not accrue more frequently than on each vesting date.

### ***NOTIFICATIONS***



**Type of Offering.** Neither the LTI Grant nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina.

**Exchange Control Information.** The Participant is solely responsible for complying with the exchange control rules that may apply in connection with his or her participation in the Plan and/or the transfer of proceeds acquired under the Plan into Argentina. Prior to vesting of the LTI Grant or transferring proceeds into Argentina, the Participant should consult his or her local bank and exchange control advisor to confirm the exchange control rules and required documentation.

**Foreign Asset/Account Reporting Information.** The Participant must report holdings of any equity interest in a foreign company (e.g., shares of Common Stock acquired under the Plan) on his or her annual tax return each year.

## **AUSTRALIA**

### **TERMS AND CONDITIONS**

**Nature of Plan.** The Plan and the Agreement is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the “Act”) applies (subject to the conditions in the Act).

**Australian Offer Document.** The Participant’s right to participate in the Plan and receive the LTI Grant under the Plan is subject to the terms and conditions as stated in the offer document, the Plan and the Agreement. By accepting the LTI Grant, the Participant acknowledges and confirms that the Participant has received these documents.

**No payment constituting breach of law in Australia.** Notwithstanding anything else in the Plan or the Agreement, the Participant will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Employer is under no obligation to seek or obtain the approval of its shareholders in general meeting for the purpose of overcoming any such limitation or restriction.

### **NOTIFICATIONS**

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on the Participant’s behalf, otherwise the Participant will be responsible for complying with any exchange control reporting requirements.

## **AUSTRIA**

### **NOTIFICATIONS**

**Exchange Control Information.** If the Participant holds shares of Common Stock acquired under the Plan or cash (including proceeds from the sale of shares of Common Stock) outside Austria, the Participant must submit a report to the Austrian National Bank as follows: (i) on a quarterly basis if the value of the shares and cash as of the last day of any given quarter meets or exceeds €30,000,000; the deadline for filing the quarterly report is the 15th day of the month following the end of the respective

quarter and (ii) on an annual basis if the value of the shares and cash as of December 31 meets or exceeds €5,000,000; the deadline for filing the annual report is January 31 of the following year.

When the Participant sells shares of Common Stock acquired under the Plan, the Participant may be required to comply with certain exchange control obligations if the cash proceeds from the sale are held outside Austria. If the transaction volume of all accounts abroad exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

## **BAHRAIN**

### ***NOTIFICATIONS***

**Securities Notification.** The Agreement does not constitute advertising or an offering of securities in Bahrain, nor does it constitute an allotment of securities in Bahrain. Any shares of Common Stock delivered pursuant to the vesting of the LTI Grant shall be deposited into a brokerage account in the United States. In no event will shares of Common Stock be issued or delivered in Bahrain. The issuance of shares of Common Stock pursuant to the LTI Grant described herein has not and will not be registered in Bahrain and hence, the shares of Common Stock described herein may not be admitted or used for offering, placement or public circulation in Bahrain. Accordingly, the Participant may not make any public advertising or announcements regarding the LTI Grant or shares of Common Stock in Bahrain, promote these shares of Common Stock to legal entities or individuals in Bahrain, or sell shares of Common Stock directly to other legal entities or individuals in Bahrain. The Participant acknowledges and agrees that he or she is permitted to sell shares of Common Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the sale of such shares takes place outside of Bahrain through the facilities of a stock exchange on which the shares of Common Stock are listed (*i.e.*, the Nasdaq Global Select Market).

## **BELGIUM**

### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** The Participant is required to report any securities (*e.g.*, shares of Common Stock acquired under the Plan) or bank accounts established outside of Belgium on his or her annual tax return. In a separate report, Belgium residents are also required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be), under Kredietcentrales / Centrales des crédits caption. The Participant should consult a personal tax advisor with respect to the applicable reporting obligations.

**Stock Exchange Tax.** A stock exchange tax applies to transactions executed by a Belgian resident through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax may apply to transactions under the Plan, such as the sale of shares of Common Stock. The Participant should consult his or her personal tax advisor for details regarding the Participant's obligations with respect to the stock exchange tax.

## **BRAZIL**

### ***TERMS AND CONDITIONS***

**Compliance with Law.** By participating in the Plan and receiving the LTI Grant, the Participant acknowledges that he or she agrees to comply with applicable Brazilian laws and pay any and all applicable Tax-Related Items associated with the vesting of the LTI Grant and the payout or sale of any shares of Common Stock acquired under the Plan.

**Labor Law Acknowledgment.** The Participant agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Plan are the result of commercial transactions unrelated to the Participant's employment; (ii) the Agreement and the Plan are not a part of the terms and conditions of the Participant's employment; and (iii) the income from the shares of Common Stock associated with the vesting of the LTI Grant, if any, is not part of the Participant's remuneration from employment.

#### **NOTIFICATIONS**

**Exchange Control Information.** Individuals who are resident or domiciled in Brazil are generally required to submit an annual declaration of assets and rights held outside Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000. Assets and rights to be included in this annual declaration include shares of Common Stock acquired under the Plan.

**Tax on Financial Transaction (IOF).** Repatriation of funds (*e.g.*, sale proceeds from the sale of shares of Common Stock and/or dividends) into Brazil and the conversion of USD into BRL associated with such fund transfers may be subject to the Tax on Financial Transactions. It is the Participant's responsibility to comply with any applicable Tax on Financial Transactions arising from his or her participation in the Plan. The Participant should consult with his or her personal tax advisor for additional details.

#### **BULGARIA**

##### **NOTIFICATIONS**

**Exchange Control Information.** The Participant will be required to file statistical forms with the Bulgarian national bank annually regarding his or her receivables in bank accounts abroad as well as securities held abroad (*e.g.*, shares of Common Stock acquired under the Plan) if the total sum of all such receivables and securities equals or exceeds BGN50,000 as of the previous calendar year end. The reports are due by March 31.

The Participant should contact his or her bank in Bulgaria for additional information regarding these requirements.

#### **CANADA**

##### **TERMS AND CONDITIONS**

**Form of Payment.** LTI Grants to employees resident in Canada shall be paid in shares of Common Stock only.

**Termination of Employment.** The following provision supplements paragraph 3(b) of the Agreement:

Except as expressly required by applicable legislation, the Participant's employment with the Mondelēz Group shall be deemed to be terminated and vesting for the LTI Grant will terminate effective as of the date that is the earliest of: (1) the date the Participant's employment with the Mondelēz Group is

terminated, (2) the date the Participant receives notice of termination of employment from the Mondelēz Group, or (3) the date the Participant is no longer actively employed or rendering services to the Mondelēz Group; regardless of the reason for such termination and whether or not later found to be invalid or in breach of any applicable law, including Canadian provincial employment law (including but not limited to statutory law, regulatory law and/or common law) or the terms of the Participant's employment or service agreement, if any. The Committee shall have the exclusive discretion to determine when the Participant is no longer actively employed or providing services and the termination date for purposes of the Agreement.

*The following provisions apply for Participants resident in Quebec:*

**Data Privacy.** The following provision supplements paragraph 10 of the Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Participant further authorizes the Mondelēz Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Participant further authorizes the Mondelēz Group to record such information and to keep such information in his or her employee file.

**Language Consent.** The parties acknowledge that it is their express wish that the Agreement, including this Appendix A, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Consentement relatif à la langue utilisée. Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.*

## **NOTIFICATIONS**

**Securities Law Information.** The Participant is permitted to sell shares of Common Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the sale of such shares takes place outside Canada through the facilities of a stock exchange on which the shares of Common Stock are listed (*i.e.*, the Nasdaq Global Select Market).

**Foreign Asset/Account Reporting Information.** The Participant is required to report any specified foreign property annually on Form T1135 (Foreign Income Verification Statement) if the total cost of the Participant's specified foreign property exceeds C\$100,000 at any time during the year. The form must be filed by April 30th of the following year. Specified foreign property includes shares of Common Stock acquired under the Plan and may include the LTI Grant. The LTI Grant must be reported--generally at a nil cost--if the \$100,000 cost threshold is exceeded because of other specified foreign property the Participant holds. If shares of Common Stock are acquired, their cost generally is the adjusted cost base ("ACB") of the shares of Common Stock. The ACB would normally equal the fair market value of the shares of Company Common Stock at vesting for the LTI Grant, but if the Participant owns other shares of Common Stock, this ACB may have to be averaged with the ACB of the other shares of Common Stock owned by the Participant. It is the Participant's responsibility to comply with applicable reporting obligations.

## **CHILE**

### **NOTIFICATIONS**

**Securities Law Information.** The LTI Grant constitutes a private offering of securities in Chile effective as of the Grant Date. The LTI Grant is made subject to general ruling N° 336 of the Chilean Superintendence of Securities and Insurance (“SVS”). The offer refers to securities not registered at the securities registry or at the foreign securities registry of the SVS, and, therefore, such securities are not subject to oversight of the SVS. Given that the LTI Grant is not registered in Chile, the Company is not required to provide public information about the LTI Grant or the shares of Common Stock in Chile. Unless the LTI Grant and/or the shares of Common Stock are registered with the SVS, a public offering of such securities cannot be made in Chile.

*Este Premio LTIP (en Inglés, “LTI Grant”) constituye una oferta privada de valores en Chile y se inicia en la Fecha de la Concesión. Este Premio LTIP se acoge a las disposiciones de la Norma de Carácter General N° 336 de la Superintendencia de Valores y Seguros de Chile (“SVS”). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la SVS, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse el Premio LTIP de valores no registrados en Chile, no existe obligación por parte de la Compañía de entregar en Chile información pública respecto del Premio LTIP o sus Acciones. Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.*

**Exchange Control Information.** The Participant is not required to repatriate any funds he or she receives with respect to the LTI Award Payout and/or the shares of Common Stock (e.g., proceeds from the sale of shares of Common Stock or dividends received) to Chile. However, if the Participant decides to repatriate such funds, he or she must do so through the Formal Exchange Market (i.e., a commercial bank or registered foreign exchange office) if the amount of the funds repatriated exceeds US\$10,000. Further, if the value of the aggregate investments held by the Participant outside of Chile exceeds US\$5,000,000 (e.g., shares of Common Stock and cash proceeds acquired under the Plan), the Participant must report the investments annually to the Central Bank using Annex 3.1 of Chapter XII of the Foreign Exchange Regulations.

Exchange control requirements are subject to change. *The Participant should consult with his or her personal legal advisor regarding any exchange control obligations that may apply in connection with the LTI Award Payout.*

**Foreign Asset / Account Reporting Information.** If the Participant holds shares of Common Stock acquired under the Plan outside Chile, the Participant may be required to inform the Chilean Internal Revenue Service (the “CIRS”) of the details of the Participant’s investment in the shares of Common Stock. Further, if the Participant wishes to receive credit against the Participant’s Chilean income taxes for any taxes paid abroad, the Participant must report the payment of taxes abroad to the CIRS. In either case, the Participant must file Tax Form 1929 by June 30 each year, which should be submitted electronically through the CIRS website: [www.sii.cl](http://www.sii.cl).

## **CHINA**

### **TERMS AND CONDITIONS**

*The following provisions apply to Participants who are exclusively citizens of the People’s Republic of China and who reside in mainland China, and Participants who are otherwise subject to exchange control restrictions applicable to employee stock plans in China, as determined by the Company in its sole discretion.*

**Time and Form of Payment.** Due to legal restrictions in China, the LTI Award Payout may be made to the Participant in cash, rather than shares of Common Stock as stated in paragraph 4(a) of the Agreement. If shares of Common Stock are issued upon payment of the LTI Grant, in the Company's sole discretion, the shares may be required to be immediately sold. Thus, as a condition of the LTI Grant, the Participant agrees to the immediate sale of any shares of Common Stock issued to Participant upon payment and settlement of the LTI Grant. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Participant's behalf pursuant to this authorization) and the Participant expressly authorizes the Company's designated broker to complete the sale of such shares. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Participant in accordance with any applicable exchange control laws and regulations.

In the event that the Participant is not required to sell shares of Common Stock immediately upon payment of the LTI Grant, any shares of Common Stock issued to the Participant must be maintained in an account with UBS Financial Services, Inc. or such other broker as may be designated by the Company until the shares of Common Stock are sold through that broker. In addition, the Participant acknowledges and agrees that he or she must sell any shares of Common Stock issued as soon as practicable following the termination of the Participant's employment or other service relationship with the Mondelēz Group and in no event later than six (6) months following the termination of the Participant's employment or other service relationship with the Mondelēz Group, or within any other such time frame the Company determines to be necessary or advisable to comply with local requirements.

**Exchange Control Restrictions.** The Participant understands and agrees that, due to exchange control laws in China, he or she will be required to immediately repatriate to China the cash proceeds from the sale of shares of Common Stock acquired under the LTI Grant. The Participant further understands that, under local law, such repatriation of the cash proceeds will be effected through a special exchange control account established by a member of the Mondelēz Group and the Participant hereby consents and agrees that any cash proceeds received in connection with the Plan will be transferred to such special account prior to being delivered to him or her. The proceeds may be paid in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Participant acknowledges that he or she will be required to set up a U.S. dollar bank account in China so that the proceeds may be delivered to this account. If the proceeds are converted to local currency, the Participant acknowledges that the Mondelēz Group is under no obligation to secure any currency conversion rate, and may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Participant agrees to bear any currency fluctuation risk between the date the shares of Common Stock acquired from the LTI Grant are sold and the time that (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and (ii) net proceeds are converted to local currency and distributed to the Participant. The Participant acknowledges that the Mondelēz Group will not be held liable for any delay in delivering the proceeds to the Participant. The Participant agrees to sign any agreements, forms and/or consents that may be requested by the Company or the Company's designated broker to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds.

The Participant further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. For shares issued under the Plan, these additional requirements may include, but are not limited to, a requirement to maintain any shares of Common Stock acquired under the Plan in an account with a Company-designated broker and/or to sell any shares of Common Stock that the Participant receives

immediately upon issuance (as described above) or upon termination of the Participant's service with the Mondelēz Group.

#### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** Chinese residents may be required to report to the SAFE all details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-Chinese residents, including the Company.

#### **COLOMBIA**

##### **TERMS AND CONDITIONS**

**Labor Law Acknowledgement.** The Participant acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Participant's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

##### **NOTIFICATIONS**

**Securities Law Information.** The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

**Exchange Control Information.** Colombian residents must register shares of Common Stock acquired under the Plan, regardless of value, with the Central Bank of Colombia (*Banco de la República*) as foreign investment held abroad. In addition, the liquidation of such investments must be transferred through the Colombian foreign exchange market (e.g. local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (*declaración de cambio*).

The Participant is responsible for complying with applicable exchange control requirements in Colombia and the Participant should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations.

**Foreign Asset/Account Reporting Information.** The Participant must file an annual informative return with the Colombian Tax Office detailing any assets (e.g. shares of Common Stock) held abroad. If the individual value of any of these assets exceeds a certain threshold, the Participant must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.

#### **COSTA RICA**

There are no country specific provisions.

#### **CROATIA**

##### **NOTIFICATIONS**

**Exchange Control Information.** Croatian residents may be required to report any foreign investments (including shares of Common Stock acquired under the Plan) to the Croatian National Bank for statistical purposes and obtain prior approval from the Croatian National Bank for bank accounts opened abroad. However, because exchange control regulations may change without notice, the Participant should consult his or her legal advisor to ensure compliance with current regulations. It is the Participant's responsibility to comply with Croatian exchange control laws.

## **CZECH REPUBLIC**

### ***TERMS AND CONDITIONS***

**Retirement.** The following provision replaces paragraph 1(j) of the Agreement:

**Retirement.** "Retirement" means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelez Group, an employment contract with any member of the Mondelez Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Participant is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

### ***NOTIFICATIONS***

**Exchange Control Information.** The Czech National bank may require the Participant to fulfill certain notification duties in relation to the acquisition of Common Stock and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, the Participant should consult his or her personal legal advisor prior to the LTI Award Payout, the sale of Common Stock and before opening any foreign accounts in connection with the Plan to ensure compliance with current regulations. It is the Participant's responsibility to comply with any applicable Czech exchange control laws.

## **DENMARK**

### ***TERMS AND CONDITIONS***

**Stock Option Act.** The Participant acknowledges that he or she has received an Employer Statement in Danish, which sets forth the additional terms of the LTI Grant to the extent that the Danish Stock Option Act applies.

### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** The Participant is required to report any accounts holding shares of Common Stock or cash established outside Denmark to the Danish Tax Administration as part of his or her tax return under the section related to foreign affairs and income.

## **ECUADOR**

**Foreign Asset/Account Reporting Information.** Individuals who are resident or domiciled in Ecuador are generally required to file an annual Net Worth Declaration with the Internal Revenue Service of



Ecuador if the aggregate value of assets held by such individuals exceeds certain thresholds. Assets included in this annual declaration include shares of Common Stock acquired under the Plan. In addition, Ecuadorian resident individuals are required to report on an annual basis, all monetary assets held in foreign financial entities in excess of US\$100,000. The Participant should consult his or her legal or tax advisor to ensure compliance with all applicable reporting obligations.

## **EGYPT**

### **NOTIFICATIONS**

**Exchange Control Information.** If the Participant transfers funds into Egypt in connection with the LTI Award Payout, the Participant is required to transfer the funds through a registered bank in Egypt.

## **FINLAND**

There are no country specific provisions.

## **FRANCE**

### **TERMS AND CONDITIONS**

**LTI Grant Not French-Qualified.** The LTI Grant made under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended.

**Consent to Receive Information in English.** By participating in the Plan and receiving the LTI Grant, the Participant confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. The Participant accepts the terms of those documents accordingly.

*En acceptant cette LTIP recompense, le Participant confirme avoir lu et compris le Plan et le Contrat y relatif, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.*

### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** If the Participant holds shares of Common Stock outside France or maintains a foreign bank account, he or she is required to report such to the French tax authorities when filing his or her annual tax return, including any accounts that were closed during the year. Failure to comply could trigger significant penalties. Further, French residents with foreign account balances exceeding €1,000,000 may have additional monthly reporting obligations.

## **GERMANY**

### **TERMS AND CONDITIONS**

**Retirement.** The following provision replaces paragraph 1(j) of the Agreement:

**Retirement.** “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract

with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Participant is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

## **NOTIFICATIONS**

**Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. In case of payments in connection with securities (including proceeds realized upon the sale of shares of Common Stock), the report must be made by the 5th day of the month following the month in which the payment was received. The report must be filed electronically. The form of report (“*Allgemeine Meldeportal Statistik*”) can be accessed via the *Bundesbank*’s website ([www.bundesbank.de](http://www.bundesbank.de)) and is available in both German and English. The Participant is responsible for satisfying the reporting obligation.

**Foreign Asset/Account Reporting Information.** German residents holding shares of Common Stock exceeding 1% of the Company’s total Common Stock, must notify their local tax office of the acquisition of Common Stock if the value of shares acquired exceeds €150,000 or if the resident holds 10% or more in the Company’s total Common Stock.

## **GHANA**

There are no country specific provisions.

## **GREECE**

There are no country specific provisions.

## **GUATEMALA**

### **TERMS AND CONDITIONS**

**Consent to Receive Information in English.** By participating in the Plan, the Participant acknowledges that they have reviewed paragraph 24 of the Agreement and are sufficiently proficient in English, or, alternatively, that the Participant will seek appropriate assistance, to understand the terms and conditions in the Agreement.

## **HONDURAS**

There are no country specific provisions.

## **HONG KONG**

### **TERMS AND CONDITIONS**

**Securities Law Information.** *Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant is advised to exercise caution in relation to the offer. If the Participant is in any doubt about any of the contents of the Agreement, including this Appendix, or*

*the Plan, the Participant should obtain independent professional advice. The LTI Grant and any shares of Common Stock issued pursuant to the grant do not constitute a public offering of securities under Hong Kong law and are available only to Participants of the Mondelēz Group. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. The LTI Grant and any related documentation are intended only for the personal use of each eligible employee of the Mondelēz Group and may not be distributed to any other person.*

**Sale of Shares.** Shares of Common Stock received under the Plan are accepted as a personal investment. In the event the LTI Grant vests and shares of Common Stock are issued to the Participant within six months of the Grant Date, the Participant agrees that he or she will not dispose of the shares of Common Stock acquired prior to the six-month anniversary of the Grant Date.

## **HUNGARY**

There are no country specific provisions.

## **INDIA**

### **NOTIFICATIONS**

**Exchange Control Restrictions.** If the LTI Grant vests and shares of Common Stock are issued to the Participant, the Participant must repatriate and convert into local currency any cash dividends paid on shares of Common Stock and/or the proceeds from the sale of shares of Common Stock to India within the required time periods specified under applicable Indian exchange control regulations. The Participant must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is the Participant’s responsibility to comply with applicable exchange control laws in India.

**Foreign Asset/Account Reporting Information.** The Participant is required to declare foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in his or her annual tax return. It is the Participant’s responsibility to comply with this reporting obligation and the Participant should consult with his or her personal tax advisor in this regard.

## **INDONESIA**

### **TERMS AND CONDITIONS**

**Language Consent and Notification.** A translation of the documents relating to this LTI grant into Bahasa Indonesia can be provided to the Participant upon request to Daning Novianti, Compensation & Benefits Specialist ID, at [Daning.Novianti@mdlz.com](mailto:Daning.Novianti@mdlz.com). By accepting the LTI Grant, the Participant (i) confirms having read and understood the documents relating to this LTI Grant (*i.e.*, the Plan and the Agreement) which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Language Consent and Notification.** Terjemahan dari dokumen-dokumen terkait dengan pemberian ini ke Bahasa Indonesia dapat disediakan untuk anda berdasarkan permintaan kepada Daning Novianti, Compensation & Benefits Specialist ID, di [Daning.Novianti@mdlz.com](mailto:Daning.Novianti@mdlz.com). Dengan menerima hibah, anda (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian ini yang disediakan untuk anda dalam bahasa Inggris, (ii) Anda menerima syarat dari dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau Peraturan Presiden pelaksana (ketika diterbitkan).

#### **NOTIFICATIONS**

**Exchange Control Information.** Indonesian residents must provide the Indonesian central bank, Bank of Indonesia, with information on foreign exchange activities via a monthly report submitted online through the Bank of Indonesia's website. The report is due no later than the fifteenth day of the following month in which the foreign exchange activities occurred or within such other timeframe specified by the Bank of Indonesia.

In addition, if the Participant remits funds into Indonesia, the Indonesian bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a description of the transaction must be included in the report. Although the bank through which the transaction is made is required to make the report, the Participant must complete a "Transfer Report Form." The Transfer Report Form will be provided to the Participant by the bank through which the transaction is made.

#### **IRELAND**

##### **TERMS AND CONDITIONS**

**Retirement.** The following provision replaces paragraph 1(j) of the Agreement:

**Retirement.** "Retirement" means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Participant is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

#### **NOTIFICATIONS**

**Director Notification Requirement.** If the Participant is a director, shadow director or secretary of an Irish subsidiary or affiliate, the Participant must notify the Irish subsidiary or affiliate in writing if (1) the Participant receives or disposes of an interest exceeding 1% of the Company (*e.g.*, LTI Award Payout, shares of Common Stock, etc.), (2) the Participant becomes aware of an event giving rise to a notification requirement, or (3) the Participant becomes a director or secretary if such an interest exists at that time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

#### **ITALY**

## **TERMS AND CONDITIONS**

**Plan Document Acknowledgment.** In participating in the Plan and receiving the LTI Grant, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix A, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix A.

The Participant acknowledges that he or she has read and specifically and expressly approves the following paragraphs of the Agreement: paragraph 3 on Vesting and Forfeiture; paragraph 4 on Payment; paragraph 5 on Treatment Upon a Change of Control; paragraph 6 on Restrictions and Covenants; paragraph 8 on Withholding Taxes; paragraph 9 on the Nature of the Grant; paragraph 11 on Nontransferability of LTI Grant; paragraph 14 on No Guarantee of Continued Employment; paragraph 15 on Entire Agreement; Governing Law; paragraph 16 on Conformity to Securities Laws; paragraph 24 on Language; paragraph 26 on Electronic Delivery and Acceptance; paragraph 27 on Imposition of Other Requirements; paragraph 28 on Insider Trading/Market Abuse Laws; paragraph 30 on Waiver; and the Data Privacy Notice in the European Union / European Economic Area section of this Appendix A.

## **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, LTI Grants) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not directly hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, LTI Grants), are beneficial owners of the investment pursuant to Italian money laundering provisions.

**Foreign Financial Assets Tax.** The fair market value of any shares of Common Stock held outside Italy is subject to a foreign assets tax. The fair market value is considered to be the value of the shares of Common Stock on the Nasdaq Global Select Market on December 31 of each year or on the last day the Participant held the shares (in such case, or when the shares of Common Stock are acquired during the course of the year, the tax is levied in proportion to the actual days of holding over the calendar year). The Participant should consult with his or her personal tax advisor about the foreign financial assets tax.

## **JAPAN**

### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** The Participant will be required to report details of any assets held outside Japan as of December 31st (including any shares of Common Stock acquired under the Plan) to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. The Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Participant and whether the Participant will be required to include details of any outstanding LTI Grant, shares of Common Stock or cash held by the Participant in the report.

## **KENYA**

### **NOTIFICATIONS**

**Tax Registration Notification.** Under Tax Procedure Act, 2015, the Participant is required to complete and submit a tax registration application to the Commissioner of Income Tax within 30 days of the LTI Award Payout. The registration should be completed through the online portal “I TAX” and is a one-time only registration. The Participant is solely responsible for ensuring compliance with all registration requirements in Kenya.

## **LEBANON**

### ***NOTIFICATIONS***

**Securities Law Information.** The Plan does not constitute the marketing or offering of securities in Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Offerings under the Plan are being made only to eligible employees of the Mondelez Group.

## **LITHUANIA**

There are no country specific provisions.

## **MALAYSIA**

### ***TERMS AND CONDITIONS***

**Data Privacy Notice.** The following provision replaces paragraph 10 of the Agreement:

The Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other LTI Grant materials ("Data") by and among, as applicable, the Employer and the Mondelez Group for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Data is supplied by the Employer and also by the Participant through information collected in connection with the Agreement and the Plan.

The Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all LTI Grants or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan.

The Participant understands that Data will be transferred to UBS Financial Services, Inc. ("UBS"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative at Mondelez Malaysia Sales Sdn Bhd, Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. The Participant authorizes the Company, UBS and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant LTI Grants or other equity awards or administer or maintain such awards. The Participant also understands that the Company has no obligation to substitute other forms of awards or compensation in lieu of the LTI Grant as a consequence of the Participant's refusal or withdrawal of his or her consent. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the

Peserta dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Peserta seperti yang diterangkan dalam Perjanjian ini serta mana-mana bahan-bahan Geran LTI ("Data") oleh dan di antara, seperti mana yang terpakai, Majikan serta Kumpulan Mondelez untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan Peserta dalam Pelan. Data telah dibekalkan oleh pihak Majikan dan juga oleh Peserta melalui informasi yang telah dikumpul berkaitan dengan Perjanjian dan Pelan.

Peserta memahami bahawa Syarikat dan Majikan mungkin memegang maklumat peribadi tertentu tentang Peserta, termasuk, tetapi tidak terhad kepada, nama Peserta, alamat rumah dan nombor telefon, alamat emal, tarikh lahir, insurans sosial, nombor pasport atau pengenalan lain, gaji, kewarganegaraan, jawatan, apa-apa syer dalam Saham atau jawatan pengarah yang dipegang dalam Syarikat, maklumat berkaitan semua Geran LTI atau apa-apa kelayakan lain untuk syer dalam saham yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah Peserta, untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut.

Peserta memahami bahawa Data tersebut akan dipindahkan ke UBS Financial Services, Inc. ("UBS") atau pembekal perkhidmatan pelan saham lain yang mungkin dipilih oleh Syarikat pada masa hadapan, yang membantu Syarikat melaksanakan, mentadbir dan menguruskan Pelan tersebut. Peserta memahami bahawa Data juga mungkin dipindahkan kepada firma akauntansi awam berdaftar bebas Syarikat, PricewaterhouseCoopers LLP, atau firma akauntansi awam lain yang mungkin digunakan oleh Syarikat pada masa hadapan. Peserta turut memahami bahawa penerima Data mungkin berada di Amerika Syarikat atau negara lain dan negara asal penerima Data (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang data peribadi serta perlindungan yang berbeza daripada negara asal Peserta. Peserta memahami bahawa Peserta boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Peserta di Mondelez Malaysia Sales Sdn Bhd, Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia.

Pesertadengan ini membenarkan Syarikat, UBS dan mana-mana pihak yang mungkin menerima Data yang mungkin membantu pihak Syarikat (sekarang atau pada masa hadapan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, mempunya, mengguna, menyimpan serta memindah Data tersebut, dalam bentuk elektronik atau lain-lain, bagi tujuan tunggal untuk melaksana, mentadbir dan mengurus penyertaan Peserta dalam Pelan. Peserta memahami bahawa Data hanya akan disimpan untuk tempoh yang diperlukan untuk melaksana, mentadbir, dan mengurus penyertaan Peserta dalam Pelan. Peserta memahami bahawa Peserta boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes tanpa sebarang kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya. Selanjutnya, Peserta memahami bahawa Peserta memberikan persetujuan di sini secara sukarela. Jikalau, Peserta tidak bersetuju, atau sekiranya Peserta kemudiannya membatalkan persetujuannya, status Peserta atau perkhidmatan dan kerjaya Peserta dengan Majikan tidak akan terjejas; satu-satunya akibat jika Peserta tidak bersetuju atau menarik balik persetujuan Peserta adalah bahawa Syarikat tidak akan dapat memberikan kepada Peserta opsyen atau anugerah-anugerah ekuiti yang lain atau mentadbir atau mengekalkan anugerah tersebut. Peserta turut memahami bahawa pihak Syarikat tidak mempunyai

*Participant understands that he or she may contact his or her local human resources representative.*

*sebarang kewajiban untuk menggantikan bentuk anugerah yang lain atau memberikan sebarang bentuk kompensasi sebagai pengganti opsyen disebabkan keengganan atau penarikan balik persetujuan Peserta. Oleh kerana itu, Peserta memahami bahawa keengganan atau penarikan balik persetujuan Peserta boleh menjejaskan keupayaan Peserta untuk mengambil bahagian dalam Pelan. Untuk maklumat lanjut mengenai akibat keengganan Peserta untuk memberikan keizinan atau penarikan balik keizinan, Peserta memahami bahawa Peserta boleh menghubungi wakil sumber manusia tempatannya.*



## **NOTIFICATIONS**

**Director Notification Obligation.** If the Participant is a director of the Company's Malaysian subsidiary or affiliate, the Participant is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian subsidiary or affiliate in writing when the Participant receives or disposes of an interest (e.g., LTI Grants or shares of Common Stock) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

## **MEXICO**

### **TERMS AND CONDITIONS**

**Labor Law Policy.** In participating in the Plan and receiving this LTI Grant, the Participant expressly recognizes that Mondelēz International, Inc., with registered offices at Three Parkway North, Deerfield, Illinois 60015, U.S.A., is solely responsible for the administration of the Plan and that the Participant's participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Participant and Mondelēz International, Inc. since the Participant is participating in the Plan on a wholly commercial basis and his or her sole Employer is Servicios Integrales Mondelez, S. de R.L. de C.V., located at Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Participant and the Employer, Servicios Integrales Mondelez, S. de R.L. de C.V., and do not form part of the employment conditions and/or benefits provided by Servicios Integrales Mondelez, S. de R.L. de C.V., and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment.

The Participant further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Mondelēz International, Inc.; therefore, Mondelēz International, Inc. reserves the absolute right to amend and/or discontinue the Participant's participation at any time without any liability to the Participant.

**Plan Document Acknowledgment.** By accepting the LTI Grant, the Participant acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by accepting the Agreement, the Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in paragraph 9 of the Agreement ("Nature of the Grant"), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by Mondelēz International, Inc. on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither Mondelēz International, Inc. nor any subsidiary or affiliate is responsible for any decrease in the value of the shares of Common Stock underlying the LTI Grant.

Finally, the Participant hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against Mondelēz International, Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Participant therefore grants a full and broad release to Mondelēz International, Inc., its affiliates, branches, representation

offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

## **MÉXICO**

### ***TÉRMINOS Y CONDICIONES***

**Política Laboral y Reconocimiento/Aceptación.** Al participar en el Plan LTI y recibir el Premio LTIP, el Participante expresamente reconoce que Mondelēz International, Inc., con domicilio registrado ubicado en Three Parkway North, Deerfield, Illinois 60015, U.S.A., es la única responsable por la administración del Plan LTI y que la participación del Participante en el Plan LTI y en su caso la adquisición de las Acciones no constituye ni podrá constituir en ningún momento una relación de trabajo entre el Participante y Mondelēz International, Inc., ya que el Participante participa en el Plan LTI en un marco totalmente comercial y su único Patrón lo es Servicios Integrales Mondelez, S. de R.L. de C.V. con domicilio ubicado en Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Derivado de lo anterior, el Participante expresamente reconoce que el Plan LTI y los beneficios que pudieran derivar de la participación en el mismo no establecen derecho alguno entre el Participante y el Patrón, Servicios Integrales Mondelez, S. de R.L. de C.V. y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Servicios Integrales Mondelez, S. de R.L. de C.V. y que cualquier modificación al Plan LTI o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Participante.

De igual manera, el Participante entiende que su participación en el Plan LTI es resultado de una decisión unilateral y discrecional de Mondelēz International, Inc.; por lo tanto, Mondelēz International, Inc. se reserva el absoluto derecho de modificar y/o terminar la participación del Participante en cualquier momento, sin responsabilidad alguna frente el Participante.

**Reconocimiento del Plan de Documentos.** Al aceptar el Premio LTIP, el Participante reconoce que ha recibido copias del Plan LTI, que ha revisado el Plan LTI y el Acuerdo en su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan LTI y en el Acuerdo.

Adicionalmente, al firmar el Acuerdo, el Participante reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en el párrafo 9 del Acuerdo ( “La Naturaleza del Otorgamiento”) en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan LTI no constituye un derecho adquirido; (ii) el Plan LTI y la participación en el mismo es ofrecido por Mondelēz International, Inc. de forma completamente discrecional; (iii) la participación en el Plan LTI es voluntaria; y (iv) ni Mondelēz International, Inc. ni de cualquier Sociedad controlante, Subsidiaria o Filial son responsables por ninguna disminución en el valor de las Acciones subyacentes del Plan LTI.

Finalmente, el Participante por este medio declara que no se reserve derecho o acción alguna que ejercitar en contra de Mondelēz International, Inc. por cualquier compensación o daño en relación con las disposiciones del Plan LTI o de los beneficios derivados del mismo y por lo tanto, el Participante otorga el más amplio finiquito que en derecho proceda a Mondelēz International, Inc., sus afiliadas, subsidiarias, oficinas de representación, sus accionistas, funcionarios, agentes o representantes legales en relación con cualquier demanda que pudiera surgir.

## **MOROCCO**

### ***TERMS AND CONDITIONS***

**LTI Grant Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in Morocco shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

## **NETHERLANDS**

### **TERMS AND CONDITIONS**

**Retirement.** The following provision replaces paragraph 1(j) of the Agreement:

**Retirement.** “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Participant is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

## **NEW ZEALAND**

### **NOTIFICATIONS**

**Securities Law Information.** *WARNING: The Participant is being offered an LTI Grant which allows the Participant to acquire shares of Common Stock in accordance with the terms of the Plan and the Agreement. The shares of Common Stock, if issued, give the Participant a stake in the ownership of the Company. The Participant may receive a return if dividends are paid.*

*If the Company runs into financial difficulties and is wound up, the Participant will be paid only after all creditors and holders of preferred shares have been paid. The Participant may lose some or all of his or her investment.*

*New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.*

*The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, the Participant may not be given all the information usually required. The Participant will also have fewer other legal protections for this investment.*

*The Participant understands that he or she should ask questions, read all documents carefully, and seek independent financial advice before participating in the Plan.*

*The shares of Common Stock are quoted and approved for trading on the Nasdaq Global Select Market in the United States of America. This means that, if the Participant acquires shares of Common Stock under the Plan, the Participant may be able to sell his or her investment on the Nasdaq if there are interested buyers. The price will depend on the demand for the shares of Common Stock.*

*For information on risk factors impacting the Company’s business that may affect the value of the shares of Common Stock, the Participant should refer to the risk factors discussion in the Company’s Annual*

Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on the Company's website at <http://ir.mondelezinternational.com/sec.cfm>.

## **NIGERIA**

There are no country specific provisions.

## **NORWAY**

There are no country specific provisions.

## **PAKISTAN**

### ***NOTIFICATIONS***

**Exchange Control Information.** The Participant is required immediately to repatriate to Pakistan the proceeds from the sale of any Common Stock acquired from participation in Plan, including the proceeds from the sale of Common Stock acquired upon the LTI Award Payout. The proceeds must be converted into local currency and the receipt of proceeds must be reported to the State Bank of Pakistan (the "**SBP**") by filing a "Proceeds Realization Certificate" issued by the bank converting the proceeds with the SBP. The repatriated amounts cannot be credited to a foreign currency account. The Participant should consult his or her personal advisor prior to repatriation of the sale proceeds to ensure compliance with applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The Participant is responsible for ensuring compliance with all exchange control laws in Pakistan.

## **PERU**

### ***TERMS AND CONDITIONS***

**Labor Law Acknowledgement.** The following provision supplements the acknowledgment contained in paragraph 9 of the Agreement:

By accepting the LTI Grant, the Participant acknowledges, understands and agrees that the LTI Grant is granted *ex gratia* to the Participant.

### ***NOTIFICATIONS***

**Securities Law Information.** The LTI Grant is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, the Participant should refer to the Plan, the Agreement and any other grant documents made available by the Company. For more information regarding the Company, the Participant may refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at [www.sec.gov](http://www.sec.gov).

## **PHILIPPINES**

### ***TERMS AND CONDITIONS***

**LTI Grant Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any

right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in the Philippines shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

## **POLAND**

### **NOTIFICATIONS**

**Exchange Control Information.** Polish residents who maintain bank or brokerage accounts holding cash and foreign securities (including shares of Common Stock) abroad must report information to the National Bank of Poland on transactions and balances of the securities deposited in such accounts if the value of such transactions or balances (calculated individually or together with other assets or liabilities held abroad) exceeds PLN 7,000,000. If required, the reports are due on a quarterly basis. Polish residents are also required to transfer funds through a bank account in Poland if the transferred amount in any single transaction exceeds a specified threshold (currently €15,000, however, if the transfer of funds is connected with the business activity an entrepreneur, the threshold is PLN 15,000). Further, upon the request of a Polish bank, Polish residents are required to inform the bank about all foreign exchange transactions performed through such bank. In addition, Polish residents are required to store documents connected with any foreign exchange transaction for a period of five years from the date the transaction occurred.

## **PORTUGAL**

### **TERMS AND CONDITIONS**

**Language Consent.** The Participant hereby expressly declares that he or she has full knowledge of the English language and has read, understood and fully accepted and agreed with the terms and conditions established in the Plan and the Agreement.

**Conhecimento da Língua.** *O Contratado, pelo presente instrumento, declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo de Atribuição (“Agreement” em inglês).*

### **NOTIFICATIONS**

**Exchange Control Information.** If the Participant acquires shares of Common Stock under the Plan and does not hold the shares of Common Stock with a Portuguese financial intermediary, he or she may need to file a report with the Portuguese Central Bank. If the shares of Common Stock are held by a Portuguese financial intermediary, it will file the report for the Participant.

## **PUERTO RICO**

There are no country specific provisions.

## **ROMANIA**

### **NOTIFICATIONS**

**Exchange Control Information.** If the Participant deposits proceeds from the sale of Common Stock in a bank account in Romania, the Participant may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income. The Participant

should consult with a personal legal advisor to determine whether the Participant will be required to submit such documentation to the Romanian bank.

## **RUSSIA**

### ***TERMS AND CONDITIONS***

**U.S. Transaction.** The Participant understands that acceptance of the LTI Grant results in a contract between the Participant and the Company completed in the United States and that the Agreement is governed by the laws of the Commonwealth of Virginia, without regard to choice of law principles thereof. Any Common Stock to be issued upon vesting of the LTI Grant shall be delivered to the Participant through a brokerage account in the U.S. The Participant may hold the Common Stock in his or her brokerage account in the U.S.; however, in no event will Common Stock issued to the Participant under the Plan be delivered to the Participant in Russia. The Participant is not permitted to sell the Common Stock directly to other Russian legal entities or individuals.

**Settlement of LTI Grant and Sale of Shares.** Notwithstanding anything to the contrary in the Agreement, depending on the development of local regulatory requirements, the Participant acknowledges that the LTI Grant may be paid to the Participant in cash rather than shares of Common Stock. If shares of Common Stock are issued upon vesting of the LTI Grant, in the Company's sole discretion, the shares may be required to be immediately sold. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Participant's behalf pursuant to this authorization) and the Participant expressly authorizes the Company's designated broker to complete the sale of such shares. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Participant in accordance with any applicable exchange control laws and regulations.

**Securities Law Information.** The Participant acknowledges that the Agreement, the LTI Grant, the Plan and all other materials the Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. Absent any requirement under local law, the issuance of securities pursuant to the Plan has not and will not be registered in Russia and therefore, the securities described in any Plan-related documents may not be used for offering or public circulation in Russia.

**Data Privacy.** The following provision supplements paragraph 10 of the Agreement:

The Participant understands and agrees that he or she must complete and return a Consent to Processing of Personal Data (the "Consent") form to the Company. Further, the Participant understands and agrees that if the Participant does not complete and return a Consent form to the Company, the Company will not be able to make an LTI Grant to the Participant or other grants or administer or maintain such grants. Finally, the Participant understands that the Company has no obligation to substitute other forms of grants or compensation in lieu of the LTI Grant if the Participant fails to complete and return the Consent. Therefore, the Participant understands that refusing to complete a Consent form or withdrawing his or her consent may affect the Participant's ability to participate in the Plan.

### ***NOTIFICATIONS***

**Exchange Control Information.** The Participant is solely responsible for complying with applicable Russian exchange control regulations. Since the exchange control regulations change frequently and without notice, the Participant should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the

Participant's responsibility to comply with Russian exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

**Labor Law Information.** If the Participant continues to hold shares of Common Stock acquired at vesting of the LTI Grant after an involuntary termination of employment, the Participant will not be eligible to receive unemployment benefits in Russia.

**Foreign Asset/Account Reporting Information.** Russian residents are required to notify Russian tax authorities within one (1) month of opening, closing or changing the details of a foreign bank account. Russian residents are also required to file with the Russian tax authorities reports of the transactions in their foreign bank accounts. As of January 1, 2020, Russian residents may also be required to notify Russian tax authorities within one (1) month of opening, closing or changing the details of a foreign brokerage account. Russian residents should consult with their personal tax advisor for additional information about these reporting obligations.

**Anti-Corruption Information.** Anti-corruption laws prohibit certain public servants, their spouses and their dependent children from owning any foreign source financial instruments (*e.g.*, shares of foreign companies such as the Company). Accordingly, the Participant should inform the Company if the Participant is covered by these laws because the Participant should not hold shares of Common Stock acquired under the Plan.

## **SAUDI ARABIA**

### ***TERMS AND CONDITIONS***

**LTI Grant Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in Saudi Arabia shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

### ***NOTIFICATIONS***

**Securities Law Information.** This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offer of Securities Regulations and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If the Participant does not understand the contents of this document he or she should consult an authorized financial advisor.

## **SERBIA**

### ***NOTIFICATIONS***

**Exchange Control Information.** Pursuant to the Law on Foreign Exchange Transactions, the Participant is permitted to acquire shares of Common Stock under the Plan and hold the shares and any proceeds from the sale of shares of Common Stock in a U.S. brokerage account or other foreign brokerage account. However, the Participant needs permission from the National Bank of Serbia to hold any proceeds from the sale of shares of Common Stock in an offshore bank account. Because the exchange control regulations in Serbia may change without notice, the Participant should consult with his or her personal advisor to ensure compliance with applicable exchange control laws.

## **SINGAPORE**

### **TERMS AND CONDITIONS**

**Transfer Restrictions.** The Participant agrees that any shares of Common Stock acquired pursuant to the LTI Grant will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”), or pursuant to, and in accordance with the conditions of, any applicable provisions of the SFA.

### **NOTIFICATIONS**

**Securities Law Information.** The LTI Grant is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the SFA and is not made to the Participant with a view to the LTI Grant being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

**Chief Executive Officer and Director Notification Requirement.** The chief executive officer (“CEO”), directors, associate directors and shadow directors of a Singapore subsidiary or affiliate are subject to certain notification requirements under the Singapore Companies Act. The CEO, directors, associate directors and shadow directors must notify the Singapore subsidiary or affiliate in writing of an interest (*e.g.*, LTI Grant, shares of Common Stock, etc.) in the Company or any related companies within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (*e.g.*, when the shares of Common Stock are sold), or (iii) becoming the CEO or a director, associate director or shadow director.

## **SLOVAK REPUBLIC**

There are no country specific provisions.

## **SLOVENIA**

### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** Slovenian residents may be required to report the opening of bank and/or brokerage accounts to tax authorities within eight (8) days of opening such account. The Participant should consult with his or her personal tax advisor to determine whether this requirement will be applicable to any accounts opened in connection with the Participant’s participation in the Plan (*e.g.*, the Participant e’s brokerage account with the Company’s designated broker).

## **SOUTH AFRICA**



## **TERMS AND CONDITIONS**

**Securities Law Notice.** In compliance with South African Securities Law, the documents listed below are available for the Participant's review on the Company's public site or intranet site, as applicable, as listed below:

1. The Company's most recent Annual Report (Form 10-K): from the investor relations section of the Company's website at <http://www.mondelezinternational.com/investors>.
2. The Company's most recent Plan prospectus: a copy of which can be found on the Company's Intranet site located at: <https://intranet.mdlz.com/sites/globalhr/comp/Pages/Legal-Documents.aspx>.

The Participant acknowledges that he or she may have copies of the above documents sent to him or her, at no charge, on written request being mailed to Office of the Corporate Secretary, Mondelez International, Inc., Three Parkway North, Deerfield, Illinois 60015 U.S.A. The telephone number at the executive offices is +1 847-943-4000.

**Withholding Taxes.** The following provision supplements paragraph 8 of the Agreement.

By participating in the Plan and receiving the LTI Grant, the Participant understands and acknowledges that he or she is required to notify the Employer of the amount of any gain realized upon vesting of the LTI Grant.

**Exchange Control Obligations.** The Participant is solely responsible for complying with applicable South African exchange control regulations. Since the exchange control regulations change frequently and without notice, the Participant should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Participant's responsibility to comply with South African exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

## **SOUTH KOREA**

### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** South Korean residents must declare all foreign financial accounts (*e.g.*, non-South Korean bank accounts, brokerage accounts, etc.) to the South Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The Participant should consult with his or her personal tax advisor to determine how to value the Participant's foreign accounts for purposes of this reporting requirement and whether the Participant is required to file a report with respect to such accounts.

## **SPAIN**

### **TERMS AND CONDITIONS**

**Nature of Grant.** The following provision supplements paragraph 9 of the Agreement:

In accepting the LTI Grant, the Participant consents to participation in the Plan and acknowledges that he or she has received a copy of the Plan.

The Participant understands and agrees that, as a condition of the grant of the LTI Grant, except as provided for in paragraph 3 of the Agreement, the termination of the Participant's employment for any reason (including for the reasons listed below) will automatically result in the loss of the LTI Grant that may have been granted to the Participant and that have not vested on the date of termination.

In particular, the Participant understands and agrees that any unvested LTI Grants as of Participant's termination date will be forfeited without entitlement to the underlying shares of Common Stock or to any amount as indemnification in the event of a termination by reason of, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to a "*despido improcedente*"), individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

Furthermore, the Participant understands that the Company has unilaterally, gratuitously and discretionally decided to make the LTI Grant under the Plan to individuals who may be Participants of the Mondelēz Group. The decision is a limited decision that is entered into upon the express assumption and condition that any LTI Grant will not economically or otherwise bind the Mondelēz Group on an ongoing basis other than to the extent set forth in the Agreement. Consequently, the Participant understands that the LTI Grant is made on the assumption and condition that the LTI Grant and the shares of Common Stock issued shall not become a part of any employment or contract (with the Mondelēz Group, including the Employer) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Furthermore, the Participant understands and freely accepts that there is no guarantee that any benefit whatsoever will arise from the LTI Grant, which is gratuitous and discretionary, since the future value of the underlying shares of Common Stock is unknown and unpredictable. In addition, the Participant understands that the LTI Grant would not be made to the Participant but for the assumptions and conditions referred to above; thus, the Participant acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the LTI Grant made to the Participant shall be null and void.

#### **NOTIFICATIONS**

**Securities Law Information.** No "offer of securities to the public", as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

**Exchange Control Information.** The Participant must declare the acquisition, ownership and disposition of shares of Common Stock to the *Spanish Dirección General de Comercio e Inversiones* (the "**DGCI**") of the Ministry of Economy and Competitiveness on a Form D-6. Generally, the declaration must be made in January for shares of Common Stock owned as of December 31 of the prior year and/or shares of Common Stock acquired or disposed of during the prior year; however, if the value of the shares of Common Stock acquired or disposed of or the amount of the sale proceeds exceeds €1,502,530 (or if the

Participant holds 10% or more of the share capital of the Company), the declaration must be filed within one month of the acquisition or disposition, as applicable.

In addition, the Participant is required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to the Participant by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

**Foreign Asset/Accounting Reporting Information.** If the Participant holds rights or assets (*e.g.*, shares of Common Stock or cash held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of right or asset (*e.g.*, shares of Common Stock, cash, etc.) as of December 31 each year, the Participant is required to report certain information regarding such rights and assets on tax form 720. After such rights and/or assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000, or if ownership of the asset is transferred or relinquished during the year. If the value of such rights and/or assets does not exceed €50,000, a summarized form of declaration may be presented. The reporting must be completed by the March 31 each year. The Participant should consult his or her personal tax advisor for details regarding this requirement.

#### **SWAZILAND**

There are no country specific provisions.

#### **SWEDEN**

There are no country specific provisions.

#### **SWITZERLAND**

#### ***NOTIFICATIONS***

**Securities Law Information.** Neither this document nor any other materials relating to the LTI Grant (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services (“FinSA”) (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an Employee of the Mondelēz Group or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

#### **TAIWAN**

#### ***TERMS AND CONDITIONS***

**Data Privacy Consent.** The Participant hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in paragraph 10 of the Agreement and by participating in the Plan, the Participant agrees to such terms. In this regard, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data

privacy laws in the Participant's country, either now or in the future. The Participant understands he or she will not be able to participate in the Plan if the Participant fails to execute any such consent or agreement.

#### ***NOTIFICATIONS***

**Securities Law Information.** The LTI Grant and the shares of Common Stock to be issued pursuant to the Plan are available only to Participants of the Mondelēz Group. The LTI Grant does not constitute a public offer of securities.

**Exchange Control Information.** The Participant may acquire and remit foreign currency (including proceeds from the sale of shares of Common Stock) into and out of Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, the Participant must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank. The Participant should consult his or her personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

#### **THAILAND**

##### ***NOTIFICATIONS***

**Exchange Control Information.** If the proceeds from the sale of shares of Common Stock are equal to or greater than US\$200,000 in a single transaction, the Participant must repatriate all cash proceeds to Thailand immediately following the receipt of the cash proceeds and then either convert such proceeds to Thai Baht or deposit the proceeds into a foreign currency account opened with a commercial bank in Thailand within 360 days of repatriation. In addition, the Participant must provide details of the transaction (*i.e.*, identification information and purposes of the transaction) to the receiving bank. If the Participant fails to comply with these obligations, the Participant may be subject to penalties assessed by the Bank of Thailand.

The Participant should consult his or her personal advisor prior to taking any action with respect to remittance of proceeds from the sale of shares of Common Stock into Thailand. The Participant is responsible for ensuring compliance with all exchange control laws in Thailand.

#### **TURKEY**

##### ***NOTIFICATIONS***

**Securities Law Information.** Under Turkish law, the Participant is not permitted to sell shares of Common Stock acquired under the Plan in Turkey. The shares of Common Stock are currently traded on the Nasdaq Global Select Market, which is located outside Turkey and the shares of Common Stock may be sold through this exchange.

**Exchange Control Information.** The Participant may be required to engage a Turkish financial intermediary to assist with the sale of shares of Common Stock acquired under the Plan. To the extent a Turkish financial intermediary is required in connection with the sale of any shares of Common Stock acquired under the Plan, the Participant is solely responsible for engaging such Turkish financial intermediary. The Participant should consult his or her personal legal advisor prior to the vesting of the LTI Grant or any sale of shares of Common Stock to ensure compliance with the current requirements.

#### **UKRAINE**

## ***TERMS AND CONDITIONS***

**LTI Grant Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in the Ukraine shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

## ***NOTIFICATIONS***

**Exchange Control Information.** The Participant is solely responsible for complying with applicable Ukraine exchange control regulations. Since the exchange control regulations change frequently and without notice, the Participant should consult his or her legal advisor prior to the acquisition or sale of shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Participant's responsibility to comply with the Ukraine exchange control laws, and the Mondelez Group will not be liable for any fines or penalties resulting from the Participant's failure to comply with applicable laws.

## **UNITED ARAB EMIRATES**

### ***NOTIFICATIONS***

**Securities Law Information.** Participation in the Plan is being offered only to selected Participants and is in the nature of providing equity incentives to Participants in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Participants and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Participant does not understand the contents of the Plan and the Agreement, the Participant should consult an authorized financial adviser. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## **UNITED KINGDOM ("U.K.")**

### ***TERMS AND CONDITIONS***

**Retirement.** The following provision replaces paragraph 1(j) of the Agreement:

Retirement. "Retirement" means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelez Group, an employment contract with any member of the Mondelez Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Participant is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

**Withholding Taxes.** The following provision supplements paragraph 8 of the Agreement:

Without limitation to paragraph 8 of the Agreement, the Participant hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer, as applicable, or by Her Majesty's Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Participant also hereby agrees to indemnify and keep indemnified the Company and the Employer, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on the Participant's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act), the Participant understands that he or she may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by the Participant, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to the Participant on which additional income tax and National Insurance Contributions ("NICs") may be payable. The Participant understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Participant by any of the means referred to in paragraph 8 of the Agreement.

In addition, the Participant agrees that the Company and/or the Employer may calculate the Tax-Related Items to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right the Participant may have to recover any overpayment from the relevant tax authorities.

## UNITED STATES

### *NOTIFICATIONS*

**Foreign Asset/Accounting Reporting Information.** If the Participant holds assets (*e.g.*, Common Stock) or other financial assets in an account outside the United States and the aggregate amount of said assets is US\$10,000 or more, the Participant is required to submit a report of Foreign Bank and Financial Account with the United States Internal Revenue Service by June 30 of the year following the year in which the assets in the Participant's account meet the US\$10,000 threshold.

## URUGUAY

### *TERMS AND CONDITIONS*

**Data Privacy Consent.** The Participant understands that the Data will be collected by the Employer and will be transferred to the Company at Three Parkway North, Deerfield, Illinois 60015 U.S.A. and/or any financial institutions or brokers involved in the management and administration of the Plan. The Participant further understands that any of these entities may store the Data for purposes of administering the Participant's participation in the Plan.

## VENEZUELA

### *TERMS AND CONDITIONS*

**Investment Representation.** As a condition of the LTI Grant, the Participant acknowledges and agrees that any shares of Common Stock the Participant may acquire upon the settlement of the LTI Grant are

acquired as and intended to be an investment rather than for the resale of the shares of Common Stock and conversion of shares into foreign currency.

**Exchange Control Information.** Exchange control restrictions may limit the ability to vest in the LTI Grant or remit funds into Venezuela following the receipt of the cash proceeds from the sale of shares of Common Stock acquired upon settlement of the LTI Grant under the Plan. The Company reserves the right to further restrict the settlement of the LTI Grant, or to amend or cancel the LTI Grant at any time, in order to comply with the applicable exchange control laws in Venezuela. The Participant is responsible for complying with exchange control laws in Venezuela and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, the Participant should consult with his or her personal legal advisor before accepting the LTI Grant to ensure compliance with current regulations.

#### ***NOTIFICATIONS***

**Securities Law Information.** The LTI Grant granted under the Plan and the shares of Common Stock issued under the Plan are offered as a personal, private, exclusive transaction and are not subject to Venezuelan government securities regulations.

#### **VIETNAM**

#### ***TERMS AND CONDITIONS***

**LTI Grant Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in Vietnam shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

MONDELÉZ INTERNATIONAL, INC.  
AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN  
(Amended and Restated as of February 3, 2017)

GLOBAL DEFERRED STOCK UNIT AGREEMENT

MONDELÉZ INTERNATIONAL, INC., a Virginia corporation (the “Company”), hereby grants to the employee (the “Employee”) named in the award statement provided to the Employee (the “Award Statement”) as of the date set forth in the Award Statement (the “Grant Date”) pursuant to the provisions of the Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan, as amended from time to time (the “Plan”), Deferred Stock Units (the “Grant”) representing a right to receive a corresponding number of shares of Common Stock of the Company set forth in the Award Statement, upon and subject to the restrictions, terms and conditions set forth below (including the country-specific terms set forth in the attached Appendix A), in the Award Statement and in the Plan. Capitalized terms not otherwise defined in this Global Deferred Stock Unit Agreement (this “Agreement”) shall have the same meaning as defined under the Plan. All references to action of or approval by the Committee shall be deemed to include action of or approval by any other person(s) to whom the Committee has delegated authority to act.

The Grant is subject to the following terms and conditions (including the country-specific terms set forth in Appendix A to this Agreement):

**The Employee must either execute and deliver an acceptance of the terms set forth in this Agreement or electronically accept the terms set forth in this Agreement, in the manner and within a period specified by the Committee. The Committee may, in its sole discretion, cancel the Deferred Stock Units if the Employee fails to accept this Agreement and related documents within the specified period or using the procedures for acceptance established by the Committee.**

1. Restrictions. Except as expressly provided in this Agreement, the restrictions on the Deferred Stock Units shall lapse and the Deferred Stock Units shall vest on the Vesting Date shown in the Award Statement (the “Vesting Date”), provided that the Employee remains an active employee of the Mondelēz Group during the entire period commencing on the Grant Date and ending on the Vesting Date.

2. Termination of Employment Before Vesting Date. Unless determined otherwise by the Committee or except as expressly provided in this Agreement, if the Employee terminated employment with the Mondelēz Group prior to the Vesting Date, the Employee shall forfeit all rights to the Deferred Stock Units and the shares of Common Stock underlying the Deferred Stock Units. If the Employee terminates employment with the Mondelēz Group prior to the Vesting Date due to:

(a) the Employee’s death or Disability (as defined below in paragraph 21), the restrictions on the Deferred Stock Units shall lapse and the Deferred Stock Units shall become fully vested on the date of death or Disability; or

(b) upon the Employee’s Retirement (as defined below in paragraph 21), or as otherwise determined by the Committee, and provided the Deferred Stock Units are not otherwise accounted for, or included in, the Employee’s severance or retirement arrangement with the Mondelēz Group and the Employee timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion, then the Deferred Stock Units will vest on a pro-rata basis. The proration amount will be a fraction, the numerator of which is the number of months



(excluding the month of the Grant Date and including partial months thereafter, rounded up to the next whole month) the Employee was actively employed by the Mondelēz Group during the vesting period and the denominator of which is the total number of months in the vesting period.

For purposes of this Agreement, the Employee's employment shall be deemed to be terminated when he or she is no longer actively employed by the Mondelēz Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Employee is employed or the terms of the Employee's employment agreement, if any). The Employee shall not be considered actively employed during any period for which he or she is receiving, or is eligible to receive, salary continuation, notice period or garden leave payments, or other comparable benefits or through other such arrangements that may be entered into that give rise to separation or notice pay. The Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of the Deferred Stock Units. Unless otherwise determined by the Committee, leaves of absence shall not constitute a termination of employment for purposes of this Agreement.

3. Voting and Dividend Rights. The Employee does not have the right to vote the Deferred Stock Units or receive dividends or dividend equivalents prior to the date, if any, such Deferred Stock Units vest and are paid to the Employee in the form of Common Stock pursuant to the terms hereof. However, the Employee shall receive cash payments (less applicable Tax-Related Items (as defined below)) in lieu of dividends otherwise payable with respect to shares of Common Stock equal in number to the Deferred Stock Units that have not been forfeited, as such dividends are paid.

4. Transfer Restrictions. This Grant and the Deferred Stock Units are non-transferable and may not be assigned, hypothecated or otherwise pledged and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, the Grant shall immediately become null and void and the Deferred Stock Units shall be forfeited. These restrictions shall not apply, however, to any payments received pursuant to paragraph 8 below.

5. Withholding Taxes. The Employee acknowledges that regardless of any action taken by the Company or, if different, the Employee's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Employee's participation in the Plan and legally applicable to the Employee or deemed by the Company or the Employer, in their discretion, to be an appropriate charge to the Employee even if legally applicable to the Company or the Employer ("Tax-Related Items") is and remains his or her responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Employee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Deferred Stock Units, including the grant, vesting or settlement of the Deferred Stock Units, the receipt of any dividends or cash payments in lieu of dividends, or the subsequent sale of shares of Common Stock; and (b) do not commit to and are under no obligation to structure the terms of the grant of the Deferred Stock Units or any aspect of the Employee's participation in the Plan to reduce or eliminate his or her liability for Tax-Related Items or achieve any particular tax result. Further, if the Employee becomes subject to any Tax-Related Items in more than one jurisdiction, the Employee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction.

The Employee acknowledges and agrees that the Company may refuse to issue or deliver shares of Common Stock upon vesting of the Deferred Stock Units if Employee fails to comply with his or her

Tax-Related Items obligations or the Company has not received payment in a form acceptable to the Company for all applicable Tax-Related Items, as well as amounts due to the Company as “hypothetical taxes”, if applicable, pursuant to the then-current international assignment and tax and/or social insurance equalization policies and procedures of the Mondelez Group, or arrangements satisfactory to the Company for the payment thereof have been made.

In this regard, the Employee authorizes the Company and/or the Employer, in their sole discretion and without any notice or further authorization by the Employee, to satisfy any applicable withholding obligations with regard to all Tax-Related Items legally due by the Employee (or otherwise due by the Employee as set forth in this paragraph 5) and any hypothetical taxes from the Employee’s wages or other cash compensation paid by the Company and/or the Employer or from proceeds of the sale of the shares of Common Stock issued upon vesting of the Deferred Stock Units, in which case, the Company may instruct the broker it has selected for this purpose (on the Employee’s behalf and at the Employee’s direction pursuant to this authorization without further consent) to sell any shares of Common Stock that the Employee acquires upon vesting of the Deferred Stock Units, except to the extent that such a sale would violate any U.S. federal securities law or other applicable law. Alternatively, or in addition, the Company may (i) deduct the number of Deferred Stock Units having an aggregate value equal to the amount of Tax-Related Items and any hypothetical taxes due from the total number of Deferred Stock Units awarded, vested, paid or otherwise becoming subject to current taxation; and/or (ii) satisfy the Tax-Related Items and any hypothetical taxes arising from the vesting of the Deferred Stock Units through any other method established by the Company. Notwithstanding the foregoing, if the Employee is subject to the short-swing profit rules of Section 16(b) of the Exchange Act, the Company will withhold in shares of Common Stock issuable at vesting of the Deferred Stock Units upon the relevant withholding event or the Committee may determine that a particular method be used to satisfy any required withholding. Finally, the Employee agrees to pay to the Company or the Employer any amount of Tax-Related Items and any hypothetical taxes that the Company or the Employer may be required to withhold or account for as a result of the Employee’s participation in the Plan that cannot be satisfied by the means previously described.

The Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering statutory withholding rates (in accordance with Section 14(d) of the Plan) or other withholding rates, including minimum rates or maximum rates applicable in the Employee’s jurisdiction(s), in which case the Employee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent shares of Common Stock. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Employee is deemed to have been issued the full number of shares of Common Stock underlying the Grant, notwithstanding that a number of shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items and/or hypothetical taxes due as a result of any aspect of the Employee’s participation in the Plan.

6. Death of Employee. If any of the Deferred Stock Units shall vest upon the death of the Employee, any Common Stock received in payment of the vested Deferred Stock Units shall be registered in the name of and delivered to the estate of the Employee.

7. Payment of Deferred Stock Units. Each Deferred Stock Unit granted pursuant to this Grant represents an unfunded and unsecured promise of the Company to issue to the Employee, on or as soon as practicable, but not later than 30 days, after the date the Deferred Stock Units vest pursuant to paragraph 1 or 2 and otherwise subject to the terms of this Agreement (including the country-specific terms set forth in Appendix A to this Agreement), the value of one share of the Common Stock. Except as otherwise expressly provided and subject to the terms of this Agreement (including Appendix A hereto),

such issuance shall be made to the Employee (or, in the event of his or her death to the Employee's estate or beneficiary as provided above) in the form of Common Stock as soon as practicable following the vesting of the Deferred Stock Units pursuant to paragraph 1 or 2.

8. Special Payment Provisions. Notwithstanding anything in this Agreement to the contrary, if the Employee (i) is subject to U.S. federal income tax on any part of the payment of the Deferred Stock Units, (ii) is a "specified employee" within the meaning of Section 409A(a)(2)(B) of the Internal Revenue Code (the "Code"), and (iii) will become eligible for Retirement (A) for Deferred Stock Units with a Vesting Date between January 1 and March 15, before the calendar year preceding the Vesting Date and (B) for Deferred Stock Units with a Vesting Date after March 15, before the calendar year in which such Vesting Date occurs, then any payment of Deferred Stock Units under paragraph 7 that is on account of his or her separation from service within the meaning of Section 409A(a)(2)(A)(i) of the Code shall be delayed until six months following such separation from service. In addition, if such an Employee is not vested in his or her Deferred Stock Units, and the Employee (i) becomes eligible for Retirement while employed by a subsidiary or affiliate of the Company that would not be a "service recipient" with respect to the Grant within the meaning of the regulations under Section 409A of the Code or (ii) becomes eligible for Retirement and subsequently transfers to a subsidiary or affiliate of the Company that would not be a "service recipient" with respect to the Grant within the meaning of the regulations under Section 409A of the Code, then the Employee's Deferred Stock Units shall be paid to the Employee at such time in accordance with paragraph 7 (based on the value of shares of Common Stock at the time of payment), subject to a six-month delay from the date treated as a separation from service within the meaning of Section 409A(a)(2)(A)(i) of the Code.

9. Restrictions and Covenants.

(a) In addition to such other conditions as may be established by the Company or the Committee, in consideration for making a Grant under the terms of the Plan, the Employee agrees and covenants as follows for a period of twelve (12) months following the date of the Employee's termination of employment from the Mondelēz Group:

1. to protect the Mondelēz Group's legitimate business interests in its confidential information, trade secrets and goodwill, and to enable the Mondelēz Group's ability to reserve these for the exclusive knowledge and use of the Mondelēz Group, which is of great competitive importance and commercial value to the Mondelēz Group, the Employee, without the express written permission of the Executive Vice President of Human Resources of the Company, will not engage in any conduct in which the Employee contributes his/her knowledge and skills, directly or indirectly, in whole or in part, as an executive, employer, employee, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to a competitor or to an entity engaged in the same or similar business as the Mondelēz Group, including those engaged in the business of production, sale or marketing of snack foods (including, but not limited to gum, chocolate, confectionary products, biscuits or any other product or service the Employee has reason to know has been under development by the Mondelēz Group during the Employee's employment with the Mondelēz Group). The Employee will not engage in any activity that may require or inevitably require the Employee's use or disclosure of the Mondelēz Group's confidential information, proprietary information and/or trade secrets;

2. to protect the Mondelēz Group's investment in its employees and to ensure the long-term success of the business, the Employee, without the express written permission of the Executive Vice President of Human Resources of the Company, will not directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Mondelēz Group; and
3. to protect the Mondelēz Group's investment in its development of goodwill and customers and to ensure the long-term success of the business, the Employee will not directly or indirectly solicit (including, but not limited to, e-mail, regular mail, express mail, telephone, fax, instant message, SMS text messaging and social media) or attempt to directly or indirectly solicit, contact or meet with the current or prospective customers of the Mondelēz Group for the purpose of offering or accepting goods or services similar to or competitive with those offered by the Mondelēz Group.

The provisions contained herein in paragraph 9 are not in lieu of, but are in addition to the continuing obligation of the Employee (which the Employee acknowledges by accepting any Grant under the Plan) to not use or disclose the Mondelēz Group's trade secrets or Confidential Information known to the Employee until any particular trade secret or Confidential Information becomes generally known (through no fault of the Employee), whereupon the restriction on use and disclosure shall cease as to that item. For purposes of this agreement, "Confidential Information" includes, but is not limited to, certain sales, marketing, strategy, financial, product, personnel, manufacturing, technical and other proprietary information and material which are the property of the Mondelēz Group. The Employee understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

(b) A main purpose of the Plan is to strengthen the alignment of long-term interests between employees and the Mondelēz Group by providing an ownership interest in the Company, and to prevent former employees whose interests become adverse to the Company from maintaining that ownership interest. By acceptance of any Grant (including the Deferred Stock Units) under the Plan, the Employee acknowledges and agrees that if the Employee breaches any of the covenants set forth in paragraph 9(a):

1. all unvested Grants (including any unvested Deferred Stock Units) shall be immediately forfeited;
2. the Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, unpaid or deferred Grants (including the Deferred Stock Units) at any time if the Employee is not in compliance with all terms and conditions set forth in the Plan and this Agreement including, but not limited to, paragraph 9(a);
3. the Employee shall repay to the Mondelēz Group the net proceeds of any Plan benefit that occurs at any time after the earlier of the following two dates: (i) the date twelve (12) months immediately preceding any such violation; or (ii) the date six (6) months prior to the Employee's termination of employment with the Mondelēz Group. The Employee shall repay to the Mondelēz Group the net proceeds in such a manner and on such terms and conditions as may be required by the Mondelēz Group, and the Mondelēz Group shall be entitled to set-off against the amount of any such net proceeds any amount owed to the Employee by the Mondelēz Group, in a way that is intended to avoid the

application of penalties under Section 409A of the Code, if applicable, or other applicable law. For purposes of this paragraph, net proceeds shall mean the Fair Market Value of the shares of Common Stock less any Tax-Related Items; and

4. the Mondelēz Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security as the Employee acknowledges that such breach would cause the Mondelēz Group to suffer irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

(c) If any provision contained in this paragraph 9 shall for any reason, whether by application of existing law or law which may develop after the Employee's acceptance of a Grant under the Plan be determined by a court of competent jurisdiction to be overly broad as to scope of activity, duration or territory, the Employee agrees to join the Mondelēz Group in requesting such court to construe such provision by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.

(d) Notwithstanding the foregoing, no section of this Agreement is intended to or shall limit, prevent, impede or interfere with the Employee's non-waivable right, without prior notice to the Company, to provide information to, participate in investigations by or testify in proceedings before any federal, state or local government subdivision or agency, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, U.S. Department of Justice, the U.S. Congress, or any agency Inspector General, regarding the Mondelēz Group's past or future conduct, or to engage in any activities protected under applicable whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Employee does not need prior authorization from the Mondelēz Group to make any such reports or disclosures and is not required to notify the Mondelēz Group that the Employee has made such reports or disclosures.

10. Clawback Policy/ Forfeiture. The Employee understands and agrees that in the Committee's sole discretion, the Company may cancel all or part of the Deferred Stock Units or require repayment by the Employee to the Company of all or part of any cash payment or shares of Common Stock underlying any vested Deferred Stock Units pursuant to any recovery, recoupment, clawback and/or other forfeiture policy maintained by the Company, including a violation of paragraph 9 above, from time to time. In addition, any payments or benefits the Employee may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with the requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, rules promulgated by the Commission or any other applicable law, including the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any securities exchange on which the Common Stock is listed or traded, as may be in effect from time to time.

11. Original Issue or Transfer Taxes. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to the delivery of the shares of Common Stock underlying the vested Deferred Stock Units, except as otherwise provided in paragraph 5.

12. Grant Confers No Rights to Continued Employment. Nothing contained in the Plan or this Agreement (including the country-specific terms set forth in Appendix A to this Agreement) shall give any Employee the right to be retained in the employment of any member of the Mondelez Group, affect the right of any Employer to terminate any Employee, or be interpreted as forming or amending an employment or service contract with any member of the Mondelez Group. The adoption and maintenance of the Plan shall not constitute an inducement to, or condition of, the employment of the Employee.

13. Nature of the Grant. In accepting the Deferred Stock Units, the Employee acknowledges, understands, and agrees that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) the Grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future Grants, or benefits in lieu of Deferred Stock Units, even if Deferred Stock Units have been granted in the past;
- (c) all decisions with respect to future Grants, if any, will be at the sole discretion of the Committee;
- (d) the Employee's participation in the Plan is voluntary;
- (e) the Deferred Stock Units and the shares of Common Stock subject to the Deferred Stock Units, and the income and value of same, are not intended to replace any pension rights or compensation;
- (f) the Grant and the shares of Common Stock subject to the Deferred Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension, retirement or welfare benefits or similar mandatory payments;
- (g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted;
- (h) unless otherwise agreed with the Company, the Deferred Stock Units and the shares of Common Stock underlying the Deferred Stock Units, and the income and value of same, are not granted as consideration for, or in connection with, the service the Employee may provide as a director of any entity of the Mondelez Group;
- (i) the Employee understands and agrees that the Employee should consult with the Employee's own personal tax, legal and financial advisors regarding the Employee's participation in the Plan before taking any action related to the Plan and that the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Employee's participation in the Plan or Employee's acquisition or sale of the underlying shares of Common Stock;
- (j) unless otherwise provided in the Plan or by the Company in its discretion, the Grant of Deferred Stock Units and the benefits evidenced by this Agreement do not create any entitlement to have the Deferred Stock Units or any such benefits transferred to, or assumed by, another company, nor

to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock;

(k) the Deferred Stock Units and the shares of Common Stock subject to the Deferred Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for any purpose;

(l) neither the Company, the Employer nor any member of the Mondelēz Group shall be liable for any foreign exchange rate fluctuation between the Employee's local currency and the United States Dollar that may affect the value of the Deferred Stock Units or any shares of Common Stock delivered to the Employee upon vesting of the Deferred Stock Units or of any proceeds resulting from the Employee's sale of such shares; and

(m) no claim or entitlement to compensation or damages shall arise from forfeiture of the Deferred Stock Units resulting from the termination of the Employee's employment or other service relationship by the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Employee is employed or the terms of his or her employment agreement, if any).

14. ***Data Privacy.*** *The Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other grant materials ("Data") by and among the Mondelēz Group for the exclusive purpose of implementing, administering and managing Employee's participation in the Plan.*

*The Employee understands that the Mondelēz Group may hold certain personal information about him or her, including, but not limited to, the Employee's name, home address, email address and telephone number, date of birth, social security, passport or insurance number or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, and details of the Deferred Stock Units or any other entitlement to shares of Common Stock or other equivalent benefits awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Employee's favor, for the exclusive purpose of implementing, administering and managing the Plan.*

*The Employee understands that Data will be transferred to UBS Financial Services, Inc. ("UBS"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Employee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, KPMG LLP or such other public accounting firm that may be engaged by the Company in the future. The Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Employee's country. If the Employee resides outside the United States, the Employee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Employee's local human resources representative. The Employee authorizes the Company, UBS, PricewaterhouseCoopers LLP and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Employee's participation in the Plan. The Employee understands that Data will be held only as long as is necessary to implement, administer and manage*

*the Employee's participation in the Plan. If the Employee resides outside the United States, the Employee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Employee's local human resources representative. Further, the Employee understands that the Employee is providing the consents herein on a purely voluntary basis. If the Employee does not consent, or if the Employee later seeks to revoke his or her consent, the Employee's employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing the Employee's consent is that the Company would not be able to grant the Employee Deferred Stock Units or other equity awards or administer or maintain such grants. The Employee also understands that the Company has no obligation to substitute other forms of Grants or compensation in lieu of the Deferred Stock Units as a consequence of the Employee's refusal or withdrawal of his or her consent. Therefore, the Employee understands that refusing or withdrawing his or her consent may affect the Employee's ability to participate in the Plan. For more information on the consequences of the Employee's refusal to consent or withdrawal of consent, the Employee understands that he or she may contact the Employee's local human resources representative.*

*Further, upon request of the Company or the Employer, the Employee agrees to provide an executed data privacy form (or any other agreements or consents) that the Company and/or the Employer may deem necessary to obtain from the Employee for the purpose of administering the Employee's participation in the Plan in compliance with the data privacy laws in the Employee's country, either now or in the future. The Employee understands and agrees that he or she will not be able to participate in the Plan if the Employee's fails to provide any such consent or agreement as requested by the Company and/or the Employer.*

15. Notices. Any notice required or permitted hereunder shall be (i) given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party or (ii) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and shall be deemed effectively given upon such delivery. Any documents required to be given or delivered to the Employee related to current or future participation in the Plan may also be delivered through electronic means as described in paragraph 16 below.

16. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. Language. The Employee acknowledges that he or she is sufficiently proficient in English, or, alternatively, the Employee acknowledges that he or she will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if the Employee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control.



18. Interpretation. The terms and provisions of the Plan (a copy of which will be made available online or furnished to the Employee upon written request to the Office of the Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, Illinois 60015, U.S.A.) are incorporated herein by reference. To the extent any provision in the Award Statement or this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. The Committee shall have the right to resolve all questions that may arise in connection with the Grant or this Agreement, including whether the Employee is no longer actively employed. Any interpretation, determination or other action made or taken by the Committee regarding the Plan or this Agreement shall be final, binding and conclusive.

19. Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall be binding upon and inure to the benefit of any successors or assigns of the Company and any person or persons who shall acquire any rights hereunder in accordance with this Agreement, the Award Statement or the Plan.

20. Entire Agreement; Governing Law. The Award Statement, the Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Employee with respect to the subject matter hereof, and may not be modified adversely to the Employee's interest except as provided in the Award Statement, the Plan or this Agreement or by means of a writing signed by the Company and the Employee. Nothing in the Award Statement, the Plan and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Award Statement, the Plan and this Agreement are to be construed in accordance with and governed by the substantive laws of the Commonwealth of Virginia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the substantive laws of the Commonwealth of Virginia to the rights and duties of the parties. Unless otherwise provided in the Award Statement, the Plan or this Agreement, the Employee is deemed to submit to the exclusive jurisdiction of the Commonwealth of Virginia, U.S.A., and agrees that such litigation shall be conducted in the courts of Henrico County, Virginia, or the federal courts for the United States for the Eastern District of Virginia. This Agreement shall be interpreted and construed in a manner that avoids the imposition of taxes and other penalties under Section 409A of the Code, if applicable, including complying with Section 6(a)(vii) of the Plan in the event of a Change in Control. Notwithstanding the foregoing, under no circumstances shall any member of the Mondelēz Group be responsible for any taxes, penalties, interest or other losses or expenses incurred by the Employee due to any failure to comply with Section 409A of the Code.

21. Miscellaneous. In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Grant, the Board or the Committee shall make adjustments to the number and kind of shares of Common Stock subject to this Grant, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of Deferred Stock Units, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment with any member of the Mondelēz Group, in each case subject to any Board or Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

For the purposes of this Agreement, (a) the term "Disability" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan, and (b) the term "Retirement" means, unless otherwise determined by the Committee in its sole discretion, the

termination of employment on or after the date the Employee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group.

Notwithstanding the above, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in the Employee's jurisdiction that likely would result in the favorable Retirement treatment (as set forth above) that applies to the Deferred Stock Units being deemed unlawful and/or discriminatory, then the Company will not apply the favorable Retirement treatment at the time of termination and the Deferred Stock Units will be treated as they would under the rules that apply if the Employee's employment is terminated for reasons other than Retirement, death or Disability.

22. Compliance With Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any Common Stock issuable upon settlement of the Deferred Stock Units prior to the completion of any registration or qualification of the shares of Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Employee understands that the Company is under no obligation to register or qualify the shares of Common Stock with the Commission or any state, provincial or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Common Stock. Further, the Employee agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without the Employee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.

23. Agreement Severable. In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

24. Headings. Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

25. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Employee's participation in the Plan, on the Deferred Stock Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

26. Insider Trading/Market Abuse Laws. The Employee acknowledges that, depending on the Employee's country, broker's country, or where shares of the Company's Common Stock are listed, the Employee may be subject to insider trading and/or market abuse laws, which may affect the Employee's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to such shares (e.g., Deferred Stock Units) or rights linked to the value of shares of Common Stock under the Plan during such times as the Employee is considered to have "material nonpublic information" or "insider information" regarding the Company (as defined by the laws or regulations in the relevant jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Employee places before the Employee possessed inside information. Furthermore, the Employee could be prohibited from (i) disclosing inside information to any third party, including fellow

employees (other than on a “need to know” basis) and (ii) “tipping” third parties or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company’s insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company’s insider trading policy. The Employee acknowledges that it is his or her responsibility to comply with any applicable restrictions, and that the Employee should speak to his or her personal advisor on this matter.

27. Exchange Control, Tax and Foreign Asset/Account Reporting Requirements. The Employee acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Employee’s ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock acquired under the Plan) in a brokerage, bank account or legal entity outside the Employee’s country. The Employee may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. The Employee also may be required to repatriate sale proceeds or other funds received as a result of the Employee’s participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. The Employee acknowledges that it is the Employee’s responsibility to be compliant with such regulations, and the Employee should consult his or her personal legal advisor for any details.

28. Appendix. Notwithstanding any provisions in this Agreement, the Deferred Stock Units shall be subject to any terms set forth in the Appendix to this Agreement for the Employee’s country. Moreover, if the Employee relocates to one of the countries included in the Appendix, the terms for such country will apply to the Employee, to the extent the Company determines that the application of such terms is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

29. Waiver. The Employee acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Employee or any other participant of the Plan.

30. Conformity to Securities Laws. The Employee acknowledges that the Award Statement, the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Commission, including, without limitation, Rule 16b-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Award Statement, the Plan and this Agreement shall be administered, and the Grant is made, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Award Statement, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

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**The Employee acknowledges that the Employee has reviewed the Plan, the Award Statement and this Agreement (including any appendices hereto) in their entirety and fully understands their respective provisions. The Employee agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan, the Award Statement or this Agreement.**

IN WITNESS WHEREOF, this Agreement has been executed as of the Grant Date.

MONDELEZ INTERNATIONAL, INC.

/s/ Ellen M. Smith

Ellen M. Smith  
SVP & Chief Counsel, Chief Compliance Officer & Corporate Secretary

## **APPENDIX A**

### **MONDELÉZ INTERNATIONAL, INC. AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN (Amended and Restated as of February 3, 2017)**

#### **ADDITIONAL TERMS AND CONDITIONS OF THE GLOBAL DEFERRED STOCK UNIT AGREEMENT**

This Appendix A includes additional terms and conditions that govern the Deferred Stock Units granted to the Employee under the Plan if he or she resides and/or works in one of the countries listed herein. If the Employee is a citizen or resident (or is considered as such for local law purposes) of a country other than the country in which the Employee is currently residing and/or working, or if the Employee transfers to another country after receiving the Deferred Stock Units, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to the Employee. Certain capitalized terms used but not defined in this Appendix A have the meanings set forth in the Plan and/or the Global Deferred Stock Unit Agreement (the “Agreement”).

This Appendix A also includes information regarding securities, exchange control and certain other issues of which the Employee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2020. Such laws are often complex and change frequently. As a result, the Employee should not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Employee vests in the Deferred Stock Units or sells shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to the Employee’s particular situation, and the Company is not in a position to assure the Employee of a particular result. Accordingly, the Employee should seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Employee’s situation.

Finally, if the Employee is a citizen or resident of a country other than the one in which he or she is currently working, transfers employment after the Grant Date, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to the Employee in the same manner.

#### **EUROPEAN UNION / EUROPEAN ECONOMIC AREA (INCLUDING THE UNITED KINGDOM) AND SWITZERLAND**

##### ***TERMS AND CONDITIONS***

**Data Privacy Notice.** The following provision replaces in its entirety paragraph 14 of the Agreement:

If the Employee is based in the European Union (“EU”), the European Economic Area, Switzerland or, if and when the United Kingdom leaves the EU, the United Kingdom, the Employee should note that Mondelēz International, Inc., with registered address at Three Parkway North, Deerfield, Illinois 60015, U.S.A. is the controller responsible for the processing of the Employee’s Personal Data (as defined below) in connection with the Agreement and the Plan.

Data Collection and Usage. Pursuant to applicable data protection laws, the Employee is hereby notified that the Company collects, processes and uses the following types of personal data about the Employee: name, home address and telephone number, email address, date of birth, social insurance, passport number or other identification number, salary, nationality, job title, any shares of stock or directorships held in any entity in the Mondelez Group, details of all Deferred Stock Units or any other entitlement to shares awarded, canceled, settled, vested, unvested or outstanding in the Employee's favor, which the Company receives from the Employee or the Employer ("Personal Data") for the exclusive legitimate purpose of granting Deferred Stock Units and implementing, administering and managing the Employee's participation in the Plan.

Purposes and Legal Bases of Processing. The legal basis for the processing of the Personal Data by the Company is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and for the Company's legitimate business interests of managing the Plan and generally administering employee equity awards. The Employee understands that providing the Company with Personal Data is necessary for the performance of the Agreement and that the Employee's refusal to provide Personal Data would make it impossible for the Company to perform its contractual obligations and may affect the Employee's ability to participate in the Plan.

International Data Transfers. The Company is located in the United States which means that it will be necessary for Personal Data to be transferred to, and processed in, the United States. The Employee understands and acknowledges that the United States is not subject to an unlimited adequacy finding by the European Commission and that the Employee's Personal Data may not have an equivalent level of protection as compared to the Employee's country of residence. To provide appropriate safeguards for the protection of the Employee's Personal Data, the Personal Data is transferred to the Company based on data transfer and processing agreements implementing the EU Standard Contractual Clauses. Further, the Employee understands that the Company transfers his or her Personal Data, or parts thereof to third parties based on agreements implementing the EU Standard Contractual Clauses. These third parties include UBS Financial Services, Inc. ("UBS"), an independent service provider based in the United States which assists the Company with the implementation, administration and management of the Plan. UBS has opened or will open an account for the Employee to receive and trade shares of Common Stock acquired under the Plan. The Employee understands that Personal Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, KPMG LLP or such other public accounting firm that may be engaged by the Company. In the future, the Company may select a different service provider or other service providers and share the Personal Data with such other provider(s) serving the Company in a similar manner. The Employee may be asked to agree on separate terms and data processing practices with UBS, PricewaterhouseCoopers LLP or KPMG LLP with such agreement being a condition to the Employee's ability to participate in the Plan.

The Employee may request a copy of the safeguards used to protect his or her Personal Data or the names and addresses of any potential recipients of Personal Data by contacting the Company at: [DataProtectionOfficeMEU@mdlz.com](mailto:DataProtectionOfficeMEU@mdlz.com).

Data Retention. The Company will use the Personal Data only as long as necessary to implement, administer and manage the Employee's participation in the Plan, or as required to comply with legal or regulatory obligations, including tax and securities laws. When the Company no longer needs the Personal Data, the Company will remove it from its systems. If the Company keeps data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.

**Data Subject Rights.** To the extent provided by law, the Employee has the right to (i) inquire whether and what kind of Personal Data the Company holds about the Employee and how it is processed, and to access or request copies of such Personal Data, (ii) request the correction or supplementation of Personal Data that is inaccurate, incomplete or out-of-date in light of the purposes underlying the processing, (iii) obtain the erasure of Personal Data no longer necessary for the purposes underlying the processing or processed in non-compliance with applicable legal requirements, (iv) request the Company to restrict the processing of Personal Data in certain situations where the Employee feels its processing is inappropriate, (v) object, in certain circumstances, to the processing of Personal Data for legitimate interests, (vi) request portability of Personal Data that the Employee has actively or passively provided to the Company, where the processing of such Personal Data is based on consent or a contractual agreement with the Employee and is carried out by automated means, or (vii) lodge a complaint with the competent local data protection authority. To receive additional information regarding the Employee's rights, raise any other questions regarding the practices described in the Agreement or to exercise his or her rights, the Employee should contact the Company at: [DataProtectionOfficeMEU@mdlz.com](mailto:DataProtectionOfficeMEU@mdlz.com).

## **ALGERIA**

### ***TERMS AND CONDITIONS***

**Deferred Stock Units Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Algeria shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

## **ARGENTINA**

### ***TERMS AND CONDITIONS***

**Restrictions and Covenants.** Notwithstanding anything to the contrary in the Agreement, paragraph 9 of the Agreement will not apply to Argentinian Employees.

**Labor Law Policy and Acknowledgement.** The following provision supplements paragraph 13 of the Agreement:

The Employee acknowledges and agrees that the Grant is made by the Company (not the Employer) in its sole discretion and that the value of the Deferred Stock Units or any shares of Common Stock acquired under the Plan shall not constitute salary or wages for any purpose under Argentine labor law, including, but not limited to, the calculation of (i) any labor benefits, such as vacation pay, thirteenth salary, compensation in lieu of notice, annual bonus, disability, and leave of absence payments, etc., or (ii) any termination or severance indemnities or similar payments.

If, notwithstanding the foregoing, any benefits under the Plan are considered for any purpose under Argentine labor law, the Employee acknowledges and agrees that such benefits shall not accrue more frequently than on each vesting date.

### ***NOTIFICATIONS***

**Type of Offering.** Neither the Units nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina.

**Exchange Control Information.** The Employee is solely responsible for complying with the exchange control rules that may apply in connection with his or her participation in the Plan and/or the transfer of proceeds acquired under the Plan into Argentina. Prior to vesting in the Deferred Stock Units or transferring proceeds into Argentina, the Employee should consult his or her local bank and exchange control advisor to confirm the exchange control rules and required documentation.

**Foreign Asset/Account Reporting Information.** The Employee must report holdings of any equity interest in a foreign company (e.g., shares of Common Stock acquired under the Plan) on his or her annual tax return each year.

## **AUSTRALIA**

### **TERMS AND CONDITIONS**

**Nature of Plan.** The Plan and the Agreement is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the “Act”) applies (subject to the conditions in the Act).

**Australian Offer Document.** The Employee’s right to participate in the Plan and receive the grant of Deferred Stock Units under the Plan is subject to the terms and conditions as stated in the offer document, the Plan and the Agreement. By accepting the grant of the Deferred Stock Units, the Employee acknowledges and confirms that the Employee has received these documents.

**No payment constituting breach of law in Australia.** Notwithstanding anything else in the Plan or the Agreement, the Employee will not be entitled to, and shall not claim any benefit (including without limitation a legal right) under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Employer is under no obligation to seek or obtain the approval of its shareholders in general meeting for the purpose of overcoming any such limitation or restriction.

### **NOTIFICATIONS**

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on the Employee’s behalf, otherwise the Employee will be responsible for complying with any exchange control reporting requirements.

## **AUSTRIA**

### **NOTIFICATIONS**

**Exchange Control Information.** If the Employee holds shares of Common Stock acquired under the Plan or cash (including proceeds from the sale of shares of Common Stock) outside Austria, the Employee must submit a report to the Austrian National Bank as follows: (i) on a quarterly basis if the value of the shares and cash as of the last day of any given quarter meets or exceeds €30,000,000; the deadline for filing the quarterly report is the 15th day of the month following the end of the respective quarter and (ii) on an annual basis if the value of the shares and cash as of December 31 meets or exceeds €5,000,000; the deadline for filing the annual report is January 31 of the following year.



When the Employee sells shares of Common Stock acquired under the Plan, the Employee may be required to comply with certain exchange control obligations if the cash proceeds from the sale are held outside Austria. If the transaction volume of all accounts abroad exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month.

## **BAHRAIN**

### **NOTIFICATIONS**

**Securities Notification.** The Agreement does not constitute advertising or an offering of securities in Bahrain, nor does it constitute an allotment of securities in Bahrain. Any shares of Common Stock issued pursuant to the Deferred Stock Units under the Plan shall be deposited into a brokerage account in the United States. In no event will shares of Common Stock be issued or delivered in Bahrain. The issuance of shares of Common Stock pursuant to the Deferred Stock Units described herein has not and will not be registered in Bahrain and hence, the shares of Common Stock described herein may not be admitted or used for offering, placement or public circulation in Bahrain. Accordingly, the Employee may not make any public advertising or announcements regarding the Deferred Stock Units or shares of Common Stock in Bahrain, promote these shares of Common Stock to legal entities or individuals in Bahrain, or sell shares of Common Stock directly to other legal entities or individuals in Bahrain. The Employee acknowledges and agrees that he or she is permitted to sell shares of Common Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the sale of such shares takes place outside of Bahrain through the facilities of a stock exchange on which the shares of Common Stock are listed (*i.e.*, the Nasdaq Global Select Market).

## **BELGIUM**

### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** The Employee is required to report any securities (*e.g.*, shares of Common Stock acquired under the Plan) or bank accounts established outside of Belgium on his or her annual tax return. In a separate report, Belgium residents are also required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, [www.nbb.be](http://www.nbb.be), under Kredietcentrales / Centrales des crédits caption. The Employee should consult a personal tax advisor with respect to the applicable reporting obligations.

**Stock Exchange Tax.** A stock exchange tax applies to transactions executed by a Belgian resident through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax may apply to transactions under the Plan, such as the sale of shares of Common Stock. The Employee should consult his or her personal tax advisor for details regarding the Employee's obligations with respect to the stock exchange tax.

## **BRAZIL**

### **TERMS AND CONDITIONS**

**Compliance with Law.** By accepting the Deferred Stock Units, the Employee acknowledges that he or she agrees to comply with applicable Brazilian laws and pay any and all applicable Tax-Related Items

associated with the vesting of the Deferred Stock Units, the receipt of any dividends and the sale of shares of Common Stock acquired under the Plan.

**Labor Law Acknowledgment.** The Employee agrees, for all legal purposes, (i) the benefits provided under the Agreement and the Plan are the result of commercial transactions unrelated to the Employee's employment; (ii) the Agreement and the Plan are not a part of the terms and conditions of the Employee's employment; and (iii) the income from the shares of Common Stock associated with the Deferred Stock Units, if any, is not part of the Employee's remuneration from employment.

#### ***NOTIFICATIONS***

**Exchange Control Information.** Individuals who are resident or domiciled in Brazil are generally required to submit an annual declaration of assets and rights held outside Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000. Assets and rights to be included in this annual declaration include shares of Common Stock acquired under the Plan.

**Tax on Financial Transaction (IOF).** Repatriation of funds (*e.g.*, sale proceeds from the sale of shares of Common Stock and/or dividends) into Brazil and the conversion of USD into BRL associated with such fund transfers may be subject to the Tax on Financial Transactions. It is the Employee's responsibility to comply with any applicable Tax on Financial Transactions arising from his or her participation in the Plan. The Employee should consult with his or her personal tax advisor for additional details.

#### **BULGARIA**

##### ***NOTIFICATIONS***

**Exchange Control Information.** The Employee will be required to file statistical forms with the Bulgarian national bank annually regarding his or her receivables in bank accounts abroad as well as securities held abroad (*e.g.*, shares of Common Stock acquired under the Plan) if the total sum of all such receivables and securities equals or exceeds BGN50,000 as of the previous calendar year end. The reports are due by March 31.

The Employee should contact his or her bank in Bulgaria for additional information regarding these requirements.

#### **CANADA**

##### ***TERMS AND CONDITIONS***

**Form of Settlement.** Deferred Stock Units granted to employees resident in Canada shall be paid in shares of Common Stock only.

**Termination of Employment.** The following provision supplements paragraph 2 of the Agreement:

Except as expressly required by applicable legislation, the Employee's employment with the Mondelēz Group shall be deemed to be terminated and vesting of the Deferred Stock Units will terminate effective as of the date that is the earliest of: (1) the date the Employee's employment with the Mondelēz Group is terminated, (2) the date the Employee receives notice of termination of employment from the Mondelēz Group, or (3) the date the Employee is no longer actively employed or rendering services to the Mondelēz

Group; regardless of the reason for such termination and whether or not later found to be invalid or in breach of any applicable law, including Canadian provincial employment law (including but not limited to statutory law, regulatory law and/or common law) or the terms of the Employee's employment or service agreement, if any. The Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed or providing services and the termination date for purposes of the Agreement.

*The following provisions apply for Employees resident in Quebec:*

**Data Privacy.** The following provision supplements paragraph 14 of the Agreement:

The Employee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Employee further authorizes the Mondelez Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Employee further authorizes the Mondelez Group to record such information and to keep such information in his or her employee file.

**Language Consent.** The parties acknowledge that it is their express wish that the Agreement, including this Appendix A, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

**Consentement relatif à la langue utilisée.** *Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.*

## **NOTIFICATIONS**

**Securities Law Information.** The Employee is permitted to sell shares of Common Stock acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the sale of such shares takes place outside Canada through the facilities of a stock exchange on which the shares of Common Stock are listed (*i.e.*, the Nasdaq Global Select Market).

**Foreign Asset/Account Reporting Information.** The Employee is required to report any specified foreign property annually on Form T1135 (Foreign Income Verification Statement) if the total cost of the Employee's specified foreign property exceeds C\$100,000 at any time during the year. The form must be filed by April 30th of the following year. Specified foreign property includes shares of Common Stock acquired under the Plan and may include the Deferred Stock Units. The Deferred Stock Units must be reported--generally at a nil cost--if the \$100,000 cost threshold is exceeded because of other specified foreign property the Employee holds. If shares of Common Stock are acquired, their cost generally is the adjusted cost base ("ACB") of the shares of Common Stock. The ACB would normally equal the fair market value of the shares of Common Stock at vesting for Deferred Stock Units, but if the Employee owns other shares of Company Common Stock, this ACB may have to be averaged with the ACB of the other shares of Common Stock owned by the Employee. It is the Employee's responsibility to comply with applicable reporting obligations.

## **CHILE**

### **NOTIFICATIONS**

**Securities Law Information.** The offer of Deferred Stock Units constitutes a private offering of securities in Chile effective as of the Grant Date. The offer of Deferred Stock Units is made subject to general ruling N° 336 of the Chilean Commission for the Financial Market (“CMF”). The offer refers to securities not registered at the securities registry or at the foreign securities registry of the CMF, and, therefore, such securities are not subject to oversight of the CMF. Given that the Deferred Stock Units are not registered in Chile, the Company is not required to provide public information about the Deferred Stock Units or the shares of Common Stock in Chile. Unless the Deferred Stock Units and/or the shares of Common Stock are registered with the CMF, a public offering of such securities cannot be made in Chile.

*Esta oferta de Unidades de Acciones Diferidas constituye una oferta privada de valores en Chile y se inicia en la Fecha de la Concesión. Esta oferta de Unidades de Acciones Diferidas se acoge a las disposiciones de la Norma de Carácter General N° 336 de la Comisión para el Mercado Financiero de Chile (“CMF”). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse las Unidades de Acciones Diferidas de valores no registrados en Chile, no existe obligación por parte de la Compañía de entregar en Chile información pública respecto de las Unidades de Acciones Diferidas o sus Acciones. Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.*

**Exchange Control Information.** The Employee is not required to repatriate any funds he or she receives with respect to the Deferred Stock Units and/or the shares of Common Stock (e.g., proceeds from the sale of shares of Common Stock or dividends received) to Chile. However, if the Employee decides to repatriate such funds, he or she must do so through the Formal Exchange Market (i.e., a commercial bank or registered foreign exchange office) if the amount of the funds repatriated exceeds US\$10,000. Further, if the value of the aggregate investments held by the Employee outside of Chile exceeds US\$5,000,000 (e.g., shares of Common Stock and cash proceeds acquired under the Plan), the Employee must report the investments annually to the Central Bank using Annex 3.1 of Chapter XII of the Foreign Exchange Regulations.

Exchange control requirements are subject to change. *The Employee should consult with his or her personal legal advisor regarding any exchange control obligations that may apply in connection with the Deferred Stock Units.*

**Foreign Asset / Account Reporting Information.** If the Employee holds shares of Common Stock acquired under the Plan outside Chile, the Employee will be required to inform the Chilean Internal Revenue Service (the “CIRS”) of the details of the Employee’s investment in the shares of Common Stock. Further, if the Employee wishes to receive a tax credit against the Employee’s Chilean income taxes for any taxes paid abroad, the Employee must report the payment of taxes abroad to the CIRS. In either case, the Employee must file Tax Form 1929 by June 30 each year, which should be submitted electronically through the CIRS website: [www.sii.cl](http://www.sii.cl).

## **CHINA**

### **TERMS AND CONDITIONS**

*The following provisions apply to Employees who are exclusively citizens of the People’s Republic of China and who reside in mainland China, and Employees who are otherwise subject to exchange*

*control restrictions applicable to employee stock plans in China, as determined by the Company in its sole discretion.*

**Settlement of Deferred Stock Units and Sale of Shares.** Due to legal restrictions in China, upon the vesting of Deferred Stock Units, the Employee acknowledges that the Deferred Stock Units may be paid to the Employee in cash rather than shares of Common Stock. If shares of Common Stock are issued upon vesting of the Deferred Stock Units, in the Company's sole discretion, the shares may be required to be immediately sold. Thus, as a condition of the grant of the Deferred Stock Units, the Employee agrees to the immediate sale of any shares of Common Stock issued to Employee upon vesting and settlement of the Deferred Stock Units. The Employee further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Employee's behalf pursuant to this authorization) and the Employee expressly authorizes the Company's designated broker to complete the sale of such shares. The Employee acknowledges that the Company's designated broker is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Employee in accordance with any applicable exchange control laws and regulations.

In the event that the Employee is not required to sell shares of Common Stock immediately upon vesting, any shares of Common Stock issued to the Employee must be maintained in an account with UBS Financial Services, Inc. or such other broker as may be designated by the Company until the shares of Common Stock are sold through that broker. In addition, the Employee acknowledges and agrees that he or she must sell any shares of Common Stock issued upon vesting as soon as practicable following the termination of the Employee's employment or other service relationship with the Mondelēz Group and in no event later than six (6) months following the termination of the Employee's employment or other service relationship with the Mondelēz Group, or within any other such time frame the Company determines to be necessary or advisable to comply with local requirements.

**Exchange Control Restrictions.** The Employee understands and agrees that, due to exchange control laws in China, he or she will be required to immediately repatriate to China any proceeds from the sale of shares of Common Stock acquired from the Deferred Stock Units and any dividends and/or dividend equivalents paid to the Employee in cash. The Employee further understands that, under local law, such repatriation of the cash proceeds will be effected through a special exchange control account established by a member of the Mondelēz Group and the Employee hereby consents and agrees that any cash proceeds received in connection with the Plan will be transferred to such special account prior to being delivered to him or her. The proceeds may be paid in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Employee acknowledges that he or she will be required to set up a U.S. dollar bank account in China so that the proceeds may be delivered to this account. If the proceeds are converted to local currency, the Employee acknowledges that the Mondelēz Group is under no obligation to secure any currency conversion rate and may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Employee agrees to bear any currency fluctuation risk between the date the shares of Common Stock acquired from the Deferred Stock Units are sold or any dividends are paid and the time that (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and (ii) net proceeds are converted to local currency and distributed to the Employee. The Employee acknowledges that the Mondelēz Group will not be held liable for any delay in delivering the proceeds to the Employee. The Employee agrees to sign any agreements, forms and/or consents that may be requested by the Company or the Company's designated broker to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds.

The Employee further agrees to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. For Deferred Stock Units, these additional requirements may include, but are not limited to, a requirement to maintain any shares of Common Stock acquired from the Deferred Stock Units in an account with a Company-designated broker and/or to sell any shares of Common Stock that the Employee receives immediately upon vesting of the Deferred Stock Units (as explained above) or upon termination of the Employee's service with the Mondelēz Group.

#### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** Chinese residents may be required to report to the SAFE all details of their foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-Chinese residents, including the Company.

#### **COLOMBIA**

##### ***TERMS AND CONDITIONS***

**Labor Law Acknowledgement.** The following provision supplements the acknowledgments contained in paragraph 13 of the Agreement:

The Employee acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Employee's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

#### ***NOTIFICATIONS***

**Securities Law Information.** The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia.

**Exchange Control Information.** Colombian residents must register shares of Common Stock acquired under the Plan, regardless of value, with the Central Bank of Colombia (*Banco de la República*) as foreign investment held abroad. In addition, the liquidation of such investments must be transferred through the Colombian foreign exchange market (e.g. local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (*declaración de cambio*).

The Employee is responsible for complying with applicable exchange control requirements in Colombia and the Employee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations.

**Foreign Asset/Account Reporting Information.** The Employee must file an annual informative return with the Colombian Tax Office detailing any assets (e.g. shares of Common Stock) held abroad. If the individual value of any of these assets exceeds a certain threshold, the Employee must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.

#### **COSTA RICA**

There are no country specific provisions.

## **CROATIA**

### ***NOTIFICATIONS***

**Exchange Control Information.** Croatian residents may be required to report any foreign investments (including shares of Common Stock acquired under the Plan) to the Croatian National Bank for statistical purposes and obtain prior approval from the Croatian National Bank for bank accounts opened abroad. However, because exchange control regulations may change without notice, the Employee should consult his or her legal advisor to ensure compliance with current regulations. It is the Employee's responsibility to comply with Croatian exchange control laws.

## **CZECH REPUBLIC**

### ***TERMS AND CONDITIONS***

**Miscellaneous.** The following provision replaces paragraph 21 of the Agreement:

In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Grant, the Board of Directors of the Company or the Committee shall make adjustments to the number and kind of shares of Common Stock subject to this Grant, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of Deferred Stock Units, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment with any member of the Mondelēz Group, in each case subject to any Board of Directors or Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

For purposes of this Agreement, (a) the term “Disability” means permanent and total disability as determined under procedures established by the Company for purposes of the Plan, and (b) the term “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Employee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

### ***NOTIFICATIONS***

**Exchange Control Information.** The Czech National bank may require the Employee to fulfill certain notification duties in relation to the acquisition of Common Stock and the opening and maintenance of a foreign account. However, because exchange control regulations change frequently and without notice, the Employee should consult his or her personal legal advisor prior to the vesting of Deferred Stock Units, the sale of Common Stock and before opening any foreign accounts in connection with the Plan to ensure compliance with current regulations. It is the Employee's responsibility to comply with any applicable Czech exchange control laws.

## **DENMARK**

### ***TERMS AND CONDITIONS***

**Stock Option Act.** The Employee acknowledges that he or she has received an Employer Statement in Danish, which sets forth the additional terms of the Deferred Stock Units to the extent that the Danish Stock Option Act applies.

### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** The Employee is required to report any accounts holding shares of Common Stock or cash established outside Denmark to the Danish Tax Administration as part of his or her tax return under the section related to foreign affairs and income.

## **ECUADOR**

### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** Individuals who are resident or domiciled in Ecuador are generally required to file an annual Net Worth Declaration with the Internal Revenue Service of Ecuador if the aggregate value of assets held by such individuals exceeds certain thresholds. Assets included in this annual declaration include shares of Common Stock acquired under the Plan. In addition, Ecuadorian resident individuals are required to report on an annual basis, all monetary assets held in foreign financial entities in excess of US\$100,000. The Employee should consult his or her legal or tax advisor to ensure compliance with all applicable reporting obligations.

## **EGYPT**

### ***NOTIFICATIONS***

**Exchange Control Information.** If the Employee transfers funds into Egypt in connection with the Deferred Stock Units, the Employee is required to transfer the funds through a registered bank in Egypt.

## **FINLAND**

There are no country specific provisions.

## **FRANCE**

### ***TERMS AND CONDITIONS***

**Deferred Stock Units Not French-Qualified.** The Deferred Stock Units granted under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended.

**Consent to Receive Information in English.** By accepting the Grant, the Employee confirms having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. The Employee accepts the terms of those documents accordingly.



*En acceptant cette attribution, le Employé confirme avoir lu et compris le Plan et le Contrat y relatifs, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Employé accepte les dispositions de ces documents en connaissance de cause.*

## **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** If the Employee holds shares of Common Stock outside France or maintains a foreign bank account, he or she is required to report such to the French tax authorities when filing his or her annual tax return, including any accounts that were closed during the year. Failure to comply could trigger significant penalties. Further, French residents with foreign account balances exceeding €1,000,000 may have additional monthly reporting obligations.

## **GERMANY**

### **TERMS AND CONDITIONS**

**Miscellaneous.** The following provision replaces paragraph 21 of the Agreement:

In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Grant, the Board of Directors of the Company or the Committee shall make adjustments to the number and kind of shares of Common Stock subject to this Grant, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of Deferred Stock Units, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment with any member of the Mondelēz Group, in each case subject to any Board of Directors or Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

For purposes of this Agreement, (a) the term “Disability” means permanent and total disability as determined under procedures established by the Company for purposes of the Plan, and (b) the term “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Employee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

## **NOTIFICATIONS**

**Exchange Control Information.** Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank. In case of payments in connection with securities (including proceeds realized upon the sale of shares of Common Stock), the report must be made by the 5th day of the month following the month in which the payment was received. The report must be filed electronically. The form of report (“*Allgemeine Meldeportal Statistik*”) can be accessed via the *Bundesbank*’s website ([www.bundesbank.de](http://www.bundesbank.de)) and is available in both German and English. The Employee is responsible for satisfying the reporting obligation.

**Foreign Asset/Account Reporting Information.** German residents holding shares of Common Stock exceeding 1% of the Company's total Common Stock, must notify their local tax office of the acquisition of Common Stock if the value of shares acquired exceeds €150,000 or if the resident holds 10% or more in the Company's total Common Stock.

#### **GHANA**

There are no country specific provisions.

#### **GREECE**

There are no country specific provisions.

#### **GUATEMALA**

#### ***TERMS AND CONDITIONS***

**Consent to Receive Information in English.** By participating in the Plan, the Employee acknowledges that they have reviewed paragraph 17 of the Agreement and are sufficiently proficient in English, or, alternatively, that Employee will seek appropriate assistance, to understand the terms and conditions in the Agreement.

#### **HONDURAS**

There are no country specific provisions.

#### **HONG KONG**

#### ***TERMS AND CONDITIONS***

**Securities Law Information.** *Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Employee is advised to exercise caution in relation to the offer. If the Employee is in any doubt about any of the contents of the Agreement, including this Appendix, or the Plan, the Employee should obtain independent professional advice. The Deferred Stock Units and any shares of Common Stock issued pursuant to the Grant do not constitute a public offering of securities under Hong Kong law and are available only to Employees of the Mondelēz Group. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The Deferred Stock Units and any related documentation are intended only for the personal use of each eligible employee of the Mondelēz Group and may not be distributed to any other person.*

**Sale of Shares.** Shares of Common Stock received under the Plan are accepted as a personal investment. In the event the Deferred Stock Units vest and shares of Common Stock are issued to the Employee within six months of the Grant Date, the Employee agrees that he or she will not dispose of the shares of Common Stock acquired prior to the six-month anniversary of the Grant Date.

#### **HUNGARY**

There are no country specific provisions.

## **INDIA**

### ***NOTIFICATIONS***

**Exchange Control Restrictions.** The Employee must repatriate any cash dividends paid on shares of Common Stock and all proceeds received from the sale of shares of Common Stock to India within the required time periods specified under applicable Indian exchange control regulations. The Employee must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Employer requests proof of repatriation. It is the Employee's responsibility to comply with applicable exchange control laws in India.

**Foreign Asset/Account Reporting Information.** The Employee is required to declare foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in his or her annual tax return. It is the Employee's responsibility to comply with this reporting obligation and the Employee should consult with his or her personal tax advisor in this regard.

## **INDONESIA**

### ***TERMS AND CONDITIONS***

**Language Consent and Notification.** A translation of the documents relating to this Grant into Bahasa Indonesia can be provided to the Employee upon request to Daning Novianti, Compensation & Benefits Specialist ID, at [Daning.Novianti@mdlz.com](mailto:Daning.Novianti@mdlz.com). By accepting the Grant, the Employee (i) confirms having read and understood the documents relating to this Grant (*i.e.*, the Plan and the Agreement) which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Language Consent and Notification.** Terjemahan dari dokumen-dokumen terkait dengan pemberian ini ke Bahasa Indonesia dapat disediakan untuk anda berdasarkan permintaan kepada Daning Novianti, Compensation & Benefits Specialist ID, di [Daning.Novianti@mdlz.com](mailto:Daning.Novianti@mdlz.com). Dengan menerima hibah, anda (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian ini yang disediakan untuk anda dalam bahasa Inggris, (ii) Anda menerima syarat dari dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau Peraturan Presiden pelaksana (ketika diterbitkan).

### ***NOTIFICATIONS***

**Exchange Control Information.** Indonesian residents must provide the Indonesian central bank, Bank of Indonesia, with information on foreign exchange activities via a monthly report submitted online through the Bank of Indonesia's website. The report is due no later than the fifteenth day of the following month in which the foreign exchange activities occurred or within such other timeframe specified by the Bank of Indonesia.

In addition, if the Employee remits funds into Indonesia, the Indonesian bank through which the transaction is made will submit a report on the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a description of the transaction must be included in the report. Although the bank through which the transaction is made is required to make the

report, the Employee must complete a “Transfer Report Form.” The Transfer Report Form will be provided to the Employee by the bank through which the transaction is made.

## **IRELAND**

### **TERMS AND CONDITIONS**

**Miscellaneous.** The following provision replaces paragraph 21 of the Agreement:

In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Grant, the Board of Directors of the Company or the Committee shall make adjustments to the number and kind of shares of Common Stock subject to this Grant, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of Deferred Stock Units, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment with any member of the Mondelēz Group, in each case subject to any Board of Directors or Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

For purposes of this Agreement, (a) the term “Disability” means permanent and total disability as determined under procedures established by the Company for purposes of the Plan, and (b) the term “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Employee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

### **NOTIFICATIONS**

**Director Notification Requirement.** If the Employee is a director, shadow director or secretary of an Irish subsidiary or affiliate, the Employee must notify the Irish subsidiary or affiliate in writing if (1) the Employee receives or disposes of an interest exceeding 1% of the Company (*e.g.*, Deferred Stock Units, shares of Common Stock, etc.), (2) the Employee becomes aware of an event giving rise to a notification requirement, or (3) the Employee becomes a director or secretary if such an interest exists at that time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

## **ITALY**

### **TERMS AND CONDITIONS**

**Plan Document Acknowledgment.** In accepting the grant of Deferred Stock Units, the Employee acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix A, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix A.

The Employee further acknowledges that he or she has read and specifically and expressly approves the following paragraphs of the Global Deferred Stock Unit Agreement: paragraph 1 on Restrictions; paragraph 2 on Termination of Employment Before Vesting Date; paragraph 4 on Transfer Restrictions; paragraph 5 on Withholding Taxes; paragraph 6 on Death of Employee; paragraph 7 on Payment of Deferred Stock Units; paragraph 12 on Grant Confers No Rights to Continued Employment; paragraph 13 on the Nature of the Grant; paragraph 16 on Electronic Delivery and Acceptance; paragraph 17 on Language; paragraph 20 on Entire Agreement; Governing Law; paragraph 21 on Miscellaneous; paragraph 22 on Compliance With Law; paragraph 25 on Imposition of Other Requirements; paragraph 26 on Insider Trading/Market Abuse Laws; paragraph 29 on Waiver and the Data Privacy Notice in the European Union / European Economic Area section of this Appendix A.

#### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Deferred Stock Units) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not directly hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Deferred Stock Units), are beneficial owners of the investment pursuant to Italian money laundering provisions.

**Foreign Financial Assets Tax.** The fair market value of any shares of Common Stock held outside Italy is subject to a foreign assets tax. The fair market value is considered to be the value of the shares of Common Stock on the Nasdaq Global Select Market on December 31 of each year or on the last day the Employee held the shares (in such case, or when the shares of Common Stock are acquired during the course of the year, the tax is levied in proportion to the actual days of holding over the calendar year). The Employee should consult with his or her personal tax advisor about the foreign financial assets tax.

#### **JAPAN**

#### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** The Employee will be required to report details of any assets held outside Japan as of December 31st (including any shares of Common Stock acquired under the Plan) to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. The Employee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Employee and whether the Employee will be required to include details of any outstanding Deferred Stock Units, shares of Common Stock or cash held by the Employee in the report.

#### **KENYA**

#### **NOTIFICATIONS**

**Tax Registration Notification.** Under Tax Procedure Act, 2015, the Employee is required to complete and submit a tax registration application to the Commissioner of Income Tax within 30 days of first vesting in the Deferred Stock Units. The registration should be completed through the online portal "I TAX" and is a one-time only registration. The Employee is solely responsible for ensuring compliance with all registration requirements in Kenya.

## **LEBANON**

### ***NOTIFICATIONS***

**Securities Law Information.** The Plan does not constitute the marketing or offering of securities in Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Offerings under the Plan are being made only to eligible employees of the Mondelēz Group.

## **LITHUANIA**

There are no country specific provisions.

## **MALAYSIA**

### ***TERMS AND CONDITIONS***

**Data Privacy Notice.** The following provision replaces in its entirety paragraph 14 of the Agreement:

The Employee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Employee's personal data as described in this Agreement and any other Deferred Stock Unit grant materials ("Data") by and among, as applicable, the Employer and the Mondelez Group for the exclusive purpose of implementing, administering and managing the Employee's participation in the Plan. The Data is supplied by the Employer and also by the Employee through information collected in connection with the Agreement and the Plan.

The Employee understands that the Company and the Employer may hold certain personal information about the Employee, including, but not limited to, the Employee's name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Deferred Stock Units or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in the Employee's favor, for the exclusive purpose of implementing, administering and managing the Plan.

The Employee understands that Data will be transferred to UBS Financial Services, Inc. ("UBS"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Employee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Data by contacting the Employee's local human resources representative at Mondelez Malaysia Sales Sdn Bhd, Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. The Employee authorizes the Company, UBS and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Employee's participation in the Plan. The Employee understands that Data will be held only as long as is necessary to implement, administer and manage the Employee's participation in the Plan. The Employee understands that the Employee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Employee's local human resources representative. Further, the Employee understands that he or she is providing the consents herein on a purely voluntary basis. If the Employee does not consent, or if the Employee later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only consequence of refusing or withdrawing the Employee's consent is that the Company would not be able to grant the Employee Deferred Stock Units or other equity awards or administer or maintain such awards. The Employee also understands that the Company has no obligation to substitute other forms of awards or compensation in lieu of the Deferred Stock Units as a consequence of the Employee's refusal or withdrawal of his or her consent. Therefore, the Employee understands that refusing or withdrawing his or her consent may affect the Employee's ability to participate in the Plan. For more information on the consequences of the Employee's refusal to consent or withdrawal of consent, the

Pekerja dengan ini secara eksplisit dan tanpa sebarang keraguan mengizinkan pengumpulan, penggunaan dan pemindahan, dalam bentuk elektronik atau lain-lain, data peribadi Pekerja seperti yang diterangkan dalam Perjanjian ini serta mana-mana bahan-bahan geran Unit Saham Tertunda ("Data") oleh dan di antara, seperti mana yang terpakai, Majikan serta Kumpulan Mondelez untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan penyertaan Pekerja dalam Pelan. Data telah dibekalkan oleh pihak Majikan dan juga oleh Pekerja melalui informasi yang telah dikumpul berkaitan dengan Perjanjian dan Pelan.

Pekerja memahami bahawa Syarikat dan Majikan mungkin memegang maklumat peribadi tertentu tentang Pekerja, termasuk, tetapi tidak terhad kepada, nama Pekerja, alamat rumah dan nombor telefon, alamat emal, tarikh lahir, insurans sosial, nombor pasport atau pengenalan lain, gaji, kewarganegaraan, jawatan, apa-apa syer dalam Saham atau jawatan pengarah yang dipegang dalam Syarikat, maklumat berkaitan semua Unit Saham Tertunda atau apa-apa kelayakan lain untuk syer dalam saham yang dianugerahkan, dibatalkan, dilaksanakan, terletak hak, tidak diletak hak ataupun yang belum dijelaskan bagi faedah Pekerja, untuk tujuan eksklusif bagi melaksanakan, mentadbir dan menguruskan Pelan tersebut.

Pekerja memahami bahawa Data tersebut akan dipindahkan ke UBS Financial Services, Inc. ("UBS") atau pembekal perkhidmatan pelan saham lain yang mungkin dipilih oleh Syarikat pada masa hadapan, yang membantu Syarikat melaksanakan, mentadbir dan menguruskan Pelan tersebut. Pekerja memahami bahawa Data juga mungkin dipindahkan kepada firma akauntansi awam berdaftar bebas Syarikat, PricewaterhouseCoopers LLP, atau firma akauntansi awam lain yang mungkin digunakan oleh Syarikat pada masa hadapan. Pekerja turut memahami bahawa penerima Data mungkin berada di Amerika Syarikat atau negara lain dan negara asal penerima Data (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang data peribadi serta perlindungan yang berbeza daripada negara asal Pekerja. Pekerja memahami bahawa Pekerja boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Pekerja di Mondelez Malaysia Sales Sdn Bhd, Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia.

Pekerjadengan ini membenarkan Syarikat, UBS dan mana-mana pihak yang mungkin menerima Data yang mungkin membantu pihak Syarikat (sekarang atau pada masa hadapan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, mempunyai, mengguna, menyimpan serta memindah Data tersebut, dalam bentuk elektronik atau lain-lain, bagi tujuan tunggal untuk melaksana, mentadbir dan mengurus penyertaan Pekerja dalam Pelan. Pekerja memahami bahawa Data hanya akan disimpan untuk tempoh yang diperlukan untuk melaksana, mentadbir, dan mengurus penyertaan Pekerja dalam Pelan. Pekerja memahami bahawa Pekerja boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemrosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes tanpa sebarang kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya. Selanjutnya, Pekerja memahami bahawa Pekerja memberikan persetujuan di sini secara sukarela. Jikalau, Pekerja tidak bersetuju, atau sekiranya Pekerja kemudiannya membatalkan persetujuannya, status pekerjaan atau perkhidmatan dan kerjaya Pekerja dengan Majikan tidak akan terjejas; satu-satunya akibat jika Pekerja tidak bersetuju atau menarik balik persetujuan Pekerja adalah bahawa Syarikat tidak akan dapat memberikan kepada Pekerja opsyen atau anugerah-anugerah ekuiti yang lain atau mentadbir atau mengekalkan anugerah

*Employee understands that he or she may contact his or her local human resources representative.*

*tersebut. Pekerja turut memahami bahawa pihak Syarikat tidak mempunyai sebarang kewajiban untuk menggantikan bentuk anugerah yang lain atau memberikan sebarang bentuk kompensasi sebagai pengganti opsyen disebabkan keengganan atau penarikan balik persetujuan Pekerja. Oleh kerana itu, Pekerja memahami bahawa keengganan atau penarikan balik persetujuan Pekerja boleh menjejaskan keupayaan Pekerja untuk mengambil bahagian dalam Pelan. Untuk maklumat lanjut mengenai akibat keengganan Pekerja untuk memberikan keizinan atau penarikan balik keizinan, Pekerja memahami bahawa Pekerja boleh menghubungi wakil sumber manusia tempatannya.*



## **NOTIFICATIONS**

**Director Notification Obligation.** If the Employee is a director of the Company's Malaysian subsidiary or affiliate, the Employee is subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian subsidiary or affiliate in writing when the Employee receives or disposes of an interest (*e.g.*, Deferred Stock Units or shares of Common Stock) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company.

## **MEXICO**

### **TERMS AND CONDITIONS**

**Labor Law Policy.** In accepting the grant of the Deferred Stock Units, the Employee expressly recognizes that Mondelēz International, Inc., with registered offices at Three Parkway North, Deerfield, Illinois 60015, U.S.A., is solely responsible for the administration of the Plan and that the Employee's participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Employee and Mondelēz International, Inc. since the Employee is participating in the Plan on a wholly commercial basis and his or her sole Employer is Servicios Integrales Mondelez, S. de R.L. de C.V., located at Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Based on the foregoing, the Employee expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Employee and the Employer, Servicios Integrales Mondelez, S. de R.L. de C.V., and do not form part of the employment conditions and/or benefits provided by Servicios Integrales Mondelez, S. de R.L. de C.V., and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Employee's employment.

The Employee further understands that his or her participation in the Plan is as a result of a unilateral and discretionary decision of Mondelēz International, Inc.; therefore, Mondelēz International, Inc. reserves the absolute right to amend and/or discontinue the Employee's participation at any time without any liability to the Employee.

**Plan Document Acknowledgment.** By accepting the Deferred Stock Units, the Employee acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by accepting the Agreement, the Employee further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in paragraph 13 of the Agreement ("Nature of the Grant."), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by Mondelēz International, Inc. on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither Mondelēz International, Inc. nor any subsidiary or affiliate is responsible for any decrease in the value of the shares of Common Stock underlying the Deferred Stock Units.

Finally, the Employee hereby declares that he or she does not reserve to him- or herself any action or right to bring any claim against Mondelēz International, Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and the Employee therefore grants a full and

broad release to Mondelēz International, Inc., its affiliates, branches, representation offices, its shareholders, officers, agents or legal representatives with respect to any claim that may arise.

## ***TÉRMINOS Y CONDICIONES***

**Política Laboral y Reconocimiento/Aceptación.** Al aceptar el otorgamiento de las Acciones Diferidas, el Empleado expresamente reconoce que Mondelēz International, Inc., con domicilio registrado ubicado en Three Parkway North, Deerfield, Illinois 60015, U.S.A., es la única responsable por la administración del Plan y que la participación del Empleado en el Plan y en su caso la adquisición de Acciones no constituyen ni podrán interpretarse como una relación de trabajo entre el Empleado y Mondelēz International, Inc., ya que el Empleado participa en el Plan en un marco totalmente comercial y su único Patrón lo es Servicios Integrales Mondelez, S. de R.L. de C.V. con domicilio en Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Derivado de lo anterior, el Empleado expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Empleado y el Patrón, Servicios Integrales Mondelez, S. de R.L. de C.V. y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Servicios Integrales Mondelez, S. de R.L. de C.V. y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Empleado.

Asimismo, el Empleado reconoce que su participación en el Plan es resultado de una decisión unilateral y discrecional de Mondelēz International, Inc.; por lo tanto, Mondelēz International, Inc. se reserva el absoluto derecho de modificar y/o terminar la participación del Empleado en cualquier momento y sin responsabilidad alguna frente el Empleado.

**Reconocimiento del Plan de Documentos.** Al aceptar el otorgamiento de las Acciones Diferidas, el Empleado reconoce que ha recibido copias del Plan, que ha revisado el Plan y el Acuerdo en su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Adicionalmente, al aceptar el Acuerdo, el Empleado reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en el párrafo 13 del Acuerdo (“La Naturaleza del Otorgamiento”) en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecido por Mondelēz International, Inc. de forma completamente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni Mondelēz International, Inc. ni de cualquier Sociedad controlante, Subsidiaria o Filial son responsables por ninguna disminución en el valor de las Acciones subyacentes de las Acciones Diferidas.

Finalmente, el Empleado por este medio declara que no se reserve derecho o acción alguna que ejercitar en contra de Mondelēz International, Inc. por cualquier compensación o daño en relación con las disposiciones del Plan o de los beneficios derivados del Plan y por lo tanto, el Empleado otorga el más amplio finiquito que en derecho proceda a Mondelēz International, Inc., sus afiliadas, subsidiarias, oficinas de representación, sus accionistas, funcionarios, agentes o representantes legales en relación con cualquier demanda que pudiera surgir.

## **MOROCCO**

### ***TERMS AND CONDITIONS***

**Deferred Stock Units Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock

Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Morocco shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

## **NETHERLANDS**

### **TERMS AND CONDITIONS**

**Miscellaneous.** The following provision replaces paragraph 21 of the Agreement:

In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Grant, the Board of Directors of the Company or the Committee shall make adjustments to the number and kind of shares of Common Stock subject to this Grant, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of Deferred Stock Units, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment with any member of the Mondelēz Group, in each case subject to any Board of Directors or Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

For purposes of this Agreement, (a) the term “Disability” means permanent and total disability as determined under procedures established by the Company for purposes of the Plan, and (b) the term “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelēz Group, an employment contract with any member of the Mondelēz Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Employee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

## **NEW ZEALAND**

### **NOTIFICATIONS**

**Securities Law Information.** *WARNING: The Employee is being offered Deferred Stock Units which allows the Employee to acquire shares of Common Stock in accordance with the terms of the Plan and the Agreement. The shares of Common Stock, if issued, give the Employee a stake in the ownership of the Company. The Employee may receive a return if dividends are paid.*

*If the Company runs into financial difficulties and is wound up, the Employee will be paid only after all creditors and holders of preferred shares have been paid. The Employee may lose some or all of his or her investment.*

*New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors to make an informed decision.*

*The usual rules do not apply to this offer because it is made under an employee share purchase scheme. As a result, the Employee may not be given all the information usually required. The Employee will also have fewer other legal protections for this investment.*

*The Employee understands that he or she should ask questions, read all documents carefully, and seek independent financial advice before participating in the Plan.*

*The shares of Common Stock are quoted and approved for trading on the Nasdaq Global Select Market in the United States of America. This means that, if the Employee acquires shares of Common Stock under the Plan, the Employee may be able to sell his or her investment on the Nasdaq if there are interested buyers. The price will depend on the demand for the shares of Common Stock.*

*For information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, the Employee should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at [www.sec.gov](http://www.sec.gov), as well as on the Company's website at <http://ir.mondelezinternational.com/sec.cfm>.*

#### **NIGERIA**

There are no country specific provisions.

#### **NORWAY**

There are no country specific provisions.

#### **PAKISTAN**

#### ***NOTIFICATIONS***

**Exchange Control Information.** The Employee is required immediately to repatriate to Pakistan the proceeds from the sale of any Common Stock acquired from participation in Plan, including the proceeds from the sale of Common Stock acquired upon vesting of the Deferred Stock Units. The proceeds must be converted into local currency and the receipt of proceeds must be reported to the State Bank of Pakistan (the "**SBP**") by filing a "Proceeds Realization Certificate" issued by the bank converting the proceeds with the SBP. The repatriated amounts cannot be credited to a foreign currency account. The Employee should consult his or her personal advisor prior to repatriation of the sale proceeds to ensure compliance with applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The Employee is responsible for ensuring compliance with all exchange control laws in Pakistan.

#### **PERU**

#### ***TERMS AND CONDITIONS***

**Labor Law Acknowledgement.** The following provision supplements the acknowledgment contained in paragraph 13 of the Agreement:

By accepting the Deferred Stock Units, the Employee acknowledges, understands and agrees that the Deferred Stock Units are being granted *ex gratia* to the Employee.

#### ***NOTIFICATIONS***

**Securities Law Information.** The grant of Deferred Stock Units is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, the Employee should refer to the Plan, the Agreement and any other grant documents made available by the Company. For more information regarding the Company, the Employee may refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at [www.sec.gov](http://www.sec.gov).

## **PHILIPPINES**

### **TERMS AND CONDITIONS**

**Deferred Stock Units Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in the Philippines shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

## **POLAND**

### **NOTIFICATIONS**

**Exchange Control Information.** Polish residents who maintain bank or brokerage accounts holding cash and foreign securities (including shares of Common Stock) abroad must report information to the National Bank of Poland on transactions and balances of the securities deposited in such accounts if the value of such transactions or balances (calculated individually or together with other assets or liabilities held abroad) exceeds PLN 7,000,000. If required, the reports are due on a quarterly basis. Polish residents are also required to transfer funds through a bank account in Poland if the transferred amount in any single transaction exceeds a specified threshold (currently €15,000, however, if the transfer of funds is connected with the business activity an entrepreneur, the threshold is PLN 15,000). Further, upon the request of a Polish bank, Polish residents are required to inform the bank about all foreign exchange transactions performed through such bank. In addition, Polish residents are required to store documents connected with any foreign exchange transaction for a period of five years from the date the transaction occurred.

## **PORTUGAL**

### **TERMS AND CONDITIONS**

**Language Consent.** The Employee hereby expressly declares that he or she has full knowledge of the English language and has read, understood and fully accepted and agreed with the terms and conditions established in the Plan and the Agreement.

**Conhecimento da Língua.** *O Contratado, pelo presente instrumento, declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo de Atribuição ("Agreement" em inglês).*

### **NOTIFICATIONS**

**Exchange Control Information.** If the Employee acquires shares of Common Stock under the Plan and does not hold the shares of Common Stock with a Portuguese financial intermediary, he or she may need

to file a report with the Portuguese Central Bank. If the shares of Common Stock are held by a Portuguese financial intermediary, it will file the report for the Employee.

## **PUERTO RICO**

There are no country specific provisions.

## **ROMANIA**

### ***NOTIFICATIONS***

**Exchange Control Information.** If the Employee deposits proceeds from the sale of Common Stock in a bank account in Romania, the Employee may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income. The Employee should consult with a personal legal advisor to determine whether the Employee will be required to submit such documentation to the Romanian bank.

## **RUSSIA**

### ***TERMS AND CONDITIONS***

**U.S. Transaction.** The Employee understands that acceptance of the grant of Deferred Stock Units results in a contract between the Employee and the Company completed in the United States and that the Agreement is governed by the laws of the Commonwealth of Virginia, without regard to choice of law principles thereof. Any Common Stock to be issued upon vesting of the Deferred Stock Units shall be delivered to the Employee through a brokerage account in the U.S. The Employee may hold the Common Stock in his or her brokerage account in the U.S.; however, in no event will Common Stock issued to the Employee under the Plan be delivered to the Employee in Russia. The Employee is not permitted to sell the Common Stock directly to other Russian legal entities or individuals.

**Settlement of Deferred Stock Units and Sale of Shares.** Notwithstanding anything to the contrary in the Agreement, depending on the development of local regulatory requirements, the Employee acknowledges that the Deferred Stock Units may be paid to the Employee in cash rather than shares of Common Stock. If shares of Common Stock are issued upon vesting of the Deferred Stock Units, in the Company's sole discretion, the shares may be required to be immediately sold. The Employee further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Employee's behalf pursuant to this authorization) and the Employee expressly authorizes the Company's designated broker to complete the sale of such shares. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Employee in accordance with any applicable exchange control laws and regulations.

**Securities Law Information.** The Employee acknowledges that the Agreement, the grant of Deferred Stock Units, the Plan and all other materials the Employee may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. Absent any requirement under local law, the issuance of securities pursuant to the Plan has not and will not be registered in Russia and therefore, the securities described in any Plan-related documents may not be used for offering or public circulation in Russia.

**Data Privacy.** The following provision supplements paragraph 14 of the Agreement:

The Employee understands and agrees that he or she must complete and return a Consent to Processing of Personal Data (the “Consent”) form to the Company. Further, the Employee understands and agrees that if the Employee does not complete and return a Consent form to the Company, the Company will not be able to grant Deferred Stock Units to the Employee or other Grants or administer or maintain such Grants. Finally, the Employee understands that the Company has no obligation to substitute other forms of Grants or compensation in lieu of the Deferred Stock Units if the Employee fails to complete and return the Consent. Therefore, the Employee understands that refusing to complete a Consent form or withdrawing his or her consent may affect the Employee’s ability to participate in the Plan.

#### **NOTIFICATIONS**

**Exchange Control Information.** The Employee is solely responsible for complying with applicable Russian exchange control regulations. Since the exchange control regulations change frequently and without notice, the Employee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Employee’s responsibility to comply with Russian exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

**Labor Law Information.** If the Employee continues to hold shares of Common Stock acquired at vesting of Deferred Stock Units after an involuntary termination of employment, the Employee will not be eligible to receive unemployment benefits in Russia.

**Foreign Asset/Account Reporting Information.** Russian residents are required to notify Russian tax authorities within one (1) month of opening, closing or changing the details of a foreign bank account. Russian residents are also required to file with the Russian tax authorities reports of the transactions in their foreign bank accounts. As of January 1, 2020, Russian residents may also be required to notify Russian tax authorities within one (1) month of opening, closing or changing the details of a foreign brokerage account. Russian residents should consult with their personal tax advisor for additional information about these reporting obligations.

**Anti-Corruption Information.** Anti-corruption laws prohibit certain public servants, their spouses and their dependent children from owning any foreign source financial instruments (*e.g.*, shares of foreign companies such as the Company). Accordingly, the Employee should inform the Company if the Employee is covered by these laws because the Employee should not hold shares of Common Stock acquired under the Plan.

#### **SAUDI ARABIA**

##### **TERMS AND CONDITIONS**

**Deferred Stock Units Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Saudi Arabia shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date less any Tax-Related Items.

#### **NOTIFICATIONS**

**Securities Law Information.** This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted (*e.g.*, Participants) under the Offer of Securities Regulations and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If the Employee does not understand the contents of this document he or she should consult an authorized financial advisor.

## **SERBIA**

### ***NOTIFICATIONS***

**Exchange Control Information.** Pursuant to the Law on Foreign Exchange Transactions, the Employee is permitted to acquire shares of Common Stock under the Plan and hold the shares and any proceeds from the sale of shares of Common Stock in a U.S. brokerage account or other foreign brokerage account. However, the Employee needs permission from the National Bank of Serbia to hold any proceeds from the sale of shares of Common Stock in an offshore bank account. Because the exchange control regulations in Serbia may change without notice, the Employee should consult with his or her personal advisor to ensure compliance with applicable exchange control laws.

## **SINGAPORE**

### ***TERMS AND CONDITIONS***

**Sale Restriction.** The Employee agrees that any shares of Common Stock acquired pursuant to the Deferred Stock Units will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”), or pursuant to, and in accordance with the conditions of, any applicable provisions of the SFA.

### ***NOTIFICATIONS***

**Securities Law Information.** The grant of Deferred Stock Units is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the SFA and is not made to the Employee with a view to the Deferred Stock Units being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

**Chief Executive Officer and Director Notification Requirement.** The chief executive officer (“CEO”), directors, associate directors and shadow directors of a Singapore subsidiary or affiliate are subject to certain notification requirements under the Singapore Companies Act. The CEO, directors, associate directors and shadow directors must notify the Singapore subsidiary or affiliate in writing of an interest (*e.g.*, Deferred Stock Units, shares of Common Stock, etc.) in the Company or any related companies within two business days of (i) its acquisition or disposal, (ii) any change in a previously disclosed interest (*e.g.*, when the shares of Common Stock are sold), or (iii) becoming the CEO or a director, associate director or shadow director.

## **SLOVAK REPUBLIC**



There are no country specific provisions.

## **SLOVENIA**

### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** Slovenian residents may be required to report the opening of bank and/or brokerage accounts to tax authorities within eight (8) days of opening such account. The Employee should consult with his or her personal tax advisor to determine whether this requirement will be applicable to any accounts opened in connection with the Employee's participation in the Plan (e.g., the Employee's brokerage account with the Company's designated broker).

## **SOUTH AFRICA**

### ***TERMS AND CONDITIONS***

**Securities Law Notice.** In compliance with South African Securities Law, the documents listed below are available for the Employee's review on the Company's public site or intranet site, as applicable, as listed below:

1. The Company's most recent Annual Report (Form 10-K): from the investor relations section of the Company's website at <http://www.mondelezinternational.com/investors>.
2. The Company's most recent Plan prospectus: a copy of which can be found on the Company's Intranet site located at: <https://intranet.mdlz.com/sites/globalhr/comp/Pages/Legal-Documents.aspx>.

The Employee acknowledges that he or she may have copies of the above documents sent to him or her, at no charge, on written request being mailed to Office of the Corporate Secretary, Mondelez International, Inc., Three Parkway North, Deerfield, Illinois 60015 U.S.A. The telephone number at the executive offices is +1 847-943-4000.

**Withholding Taxes.** The following provision supplements paragraph 5 of the Agreement:

By accepting the Deferred Stock Units, the Employee understands and acknowledges that he or she is required to notify the Employer of the amount of any gain realized upon vesting of the Deferred Stock Units.

**Exchange Control Obligations.** The Employee is solely responsible for complying with applicable South African exchange control regulations. Since the exchange control regulations change frequently and without notice, the Employee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Employee's responsibility to comply with South African exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

## **SOUTH KOREA**

### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** South Korean residents must declare all foreign financial accounts (*e.g.*, non-South Korean bank accounts, brokerage accounts, etc.) to the South Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The Employee should consult with his or her personal tax advisor to determine how to value the Employee's foreign accounts for purposes of this reporting requirement and whether the Employee is required to file a report with respect to such accounts.

## **SPAIN**

### ***TERMS AND CONDITIONS***

**Nature of Grant.** The following provision supplements paragraph 13 of the Agreement:

In accepting the Deferred Stock Units, the Employee consents to participation in the Plan and acknowledges that he or she has received a copy of the Plan.

The Employee understands and agrees that, as a condition of the grant of the Deferred Stock Units, except as provided for in paragraph 2 of the Agreement, the termination of the Employee's employment for any reason (including for the reasons listed below) will automatically result in the loss of the Deferred Stock Units that may have been granted to the Employee and that have not vested on the date of termination.

In particular, the Employee understands and agrees that any unvested Deferred Stock Units as of Employee's termination date will be forfeited without entitlement to the underlying shares of Common Stock or to any amount as indemnification in the event of a termination by reason of, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e.*, subject to a "despido improcedente"), individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

Furthermore, the Employee understands that the Company has unilaterally, gratuitously and discretionally decided to grant the Deferred Stock Units under the Plan to individuals who may be employees of the Mondelēz Group. The decision is a limited decision that is entered into upon the express assumption and condition that any Grant will not economically or otherwise bind the Mondelēz Group on an ongoing basis other than to the extent set forth in the Agreement. Consequently, the Employee understands that the Deferred Stock Units are granted on the assumption and condition that the Deferred Stock Units and the shares of Common Stock issued upon vesting shall not become a part of any employment or contract (with the Mondelēz Group, including the Employer) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Furthermore, the Employee understands and freely accepts that there is no guarantee that any benefit whatsoever will arise from the Deferred Stock Units, which is gratuitous and discretionary, since the future value of the underlying shares of Common Stock is unknown and unpredictable. In addition, the Employee understands that the grant of the Deferred Stock Units would not be made to the Employee but for the assumptions and conditions referred to above; thus, the Employee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant to the Employee of the Deferred Stock Units shall be null and void.

### ***NOTIFICATIONS***

**Securities Law Information.** No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

**Exchange Control Information.** The Employee must declare the acquisition, ownership and disposition of shares of Common Stock to the Spanish Dirección General de Comercio e Inversiones of the Ministry of Economy and Competitiveness on a Form D-6. Generally, the declaration must be made in January for shares of Common Stock owned as of December 31 of the prior year and/or shares of Common Stock acquired or disposed of during the prior year; however, if the value of the shares of Common Stock acquired or disposed of or the amount of the sale proceeds exceeds €1,502,530 (or if the Employee holds 10% or more of the share capital of the Company), the declaration must be filed within one month of the acquisition or disposition, as applicable.

In addition, the Employee is required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to the Employee by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

**Foreign Asset/Accounting Reporting Information.** If the Employee holds rights or assets (*e.g.*, shares of Common Stock or cash held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of right or asset (*e.g.*, shares of Common Stock, cash, etc.) as of December 31 each year, the Employee is required to report certain information regarding such rights and assets on tax form 720. After such rights and/or assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000, or if ownership of the asset is transferred or relinquished during the year. If the value of such rights and/or assets does not exceed €50,000, a summarized form of declaration may be presented. The reporting must be completed by the March 31 each year. The Employee should consult his or her personal tax advisor for details regarding this requirement.

#### **SWAZILAND**

There are no country specific provisions.

#### **SWEDEN**

There are no country specific provisions.

#### **SWITZERLAND**

#### **NOTIFICATIONS**

**Securities Law Information.** Neither this document nor any other materials relating to the Deferred Stock Units (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services (“FinSA”) (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an Employee of the Mondelēz Group or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

## TAIWAN

### **TERMS AND CONDITIONS**

**Data Privacy Consent.** The Employee hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in paragraph 14 of the Agreement and by participating in the Plan, the Employee agrees to such terms. In this regard, upon request of the Company or the Employer, the Employee agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Employee's country, either now or in the future. The Employee understands he or she will not be able to participate in the Plan if the Employee fails to execute any such consent or agreement.

### **NOTIFICATIONS**

**Securities Law Information.** The Deferred Stock Units and the shares of Common Stock to be issued pursuant to the Plan are available only to employees of the Mondelēz Group. The grant of Deferred Stock Units does not constitute a public offer of securities.

**Exchange Control Information.** The Employee may acquire and remit foreign currency (including proceeds from the sale of shares of Common Stock) into Taiwan up to US\$5,000,000 per year. If the transaction amount is TWD\$500,000 or more in a single transaction, the Employee must submit a foreign exchange transaction form and also provide supporting documentation to the satisfaction of the remitting bank. The Employee should consult his or her personal advisor to ensure compliance with applicable exchange control laws in Taiwan.

## THAILAND

### **NOTIFICATIONS**

**Exchange Control Information.** If the proceeds from the sale of shares of Common Stock are equal to or greater than US\$200,000 in a single transaction, the Employee must repatriate all cash proceeds to Thailand immediately following the receipt of the cash proceeds and then either convert such proceeds to Thai Baht or deposit the proceeds into a foreign currency account opened with a commercial bank in Thailand within 360 days of repatriation. In addition, the Employee must provide details of the transaction (*i.e.*, identification information and purposes of the transaction) to the receiving bank. If the Employee fails to comply with these obligations, the Employee may be subject to penalties assessed by the Bank of Thailand.

The Employee should consult his or her personal advisor prior to taking any action with respect to remittance of proceeds from the sale of shares of Common Stock into Thailand. The Employee is responsible for ensuring compliance with all exchange control laws in Thailand.

## TURKEY

### **NOTIFICATIONS**

**Securities Law Information.** Under Turkish law, the Employee is not permitted to sell shares of Common Stock acquired under the Plan in Turkey. The shares of Common Stock are currently traded on

the Nasdaq Global Select Market, which is located outside Turkey and the shares of Common Stock may be sold through this exchange.

**Exchange Control Information.** The Employee may be required to engage a Turkish financial intermediary to assist with the sale of shares of Common Stock acquired under the Plan. To the extent a Turkish financial intermediary is required in connection with the sale of any shares of Common Stock acquired under the Plan, the Employee is solely responsible for engaging such Turkish financial intermediary. The Employee should consult his or her personal legal advisor prior to the vesting of the Deferred Stock Units or any sale of shares of Common Stock to ensure compliance with the current requirements.

## UKRAINE

### *TERMS AND CONDITIONS*

**Deferred Stock Units Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Ukraine shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

### *NOTIFICATIONS*

**Exchange Control Information.** The Employee is solely responsible for complying with applicable Ukraine exchange control regulations. Since the exchange control regulations change frequently and without notice, the Employee should consult his or her legal advisor prior to the acquisition or sale of shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Employee's responsibility to comply with the Ukraine exchange control laws, and the Mondelēz Group will not be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws.

## UNITED ARAB EMIRATES

### *NOTIFICATIONS*

**Securities Law Information.** Participation in the Plan is being offered only to selected Employees and is in the nature of providing equity incentives to Employees in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such Employees and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If the Employee does not understand the contents of the Plan and the Agreement, the Employee should consult an authorized financial adviser. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

## UNITED KINGDOM ("U.K.")

## **TERMS AND CONDITIONS**

**Miscellaneous.** The following provision replaces paragraph 21 of the Agreement:

In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Grant, the Board of Directors of the Company or the Committee shall make adjustments to the number and kind of shares of Common Stock subject to this Grant, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of Deferred Stock Units, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment with any member of the Mondelez Group, in each case subject to any Board of Directors or Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

For purposes of this Agreement, (a) the term “Disability” means permanent and total disability as determined under procedures established by the Company for purposes of the Plan, and (b) the term “Retirement” means, unless otherwise determined by the Committee in its sole discretion, retirement from active employment under a pension plan of the Mondelez Group, an employment contract with any member of the Mondelez Group, or a local labor contract, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Employee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service).

**Withholding Taxes.** The following provision supplements paragraph 5 of the Agreement:

Without limitation to paragraph 5 of the Agreement, the Employee hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer, as applicable, or by Her Majesty’s Revenue & Customs (“HMRC”) (or any other tax authority or any other relevant authority). The Employee also hereby agrees to indemnify and keep indemnified the Company and the Employer, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Employee’s behalf.

Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Employee understands that he or she may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by the Employee, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to the Employee on which additional income tax and National Insurance Contributions (“NICs”) may be payable. The Employee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Employee by any of the means referred to in paragraph 5 of the Agreement.

In addition, the Employee agrees that the Company and/or the Employer may calculate the Tax-Related Items to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right the Employee may have to recover any overpayment from the relevant tax authorities.

## UNITED STATES

### *NOTIFICATIONS*

**Foreign Asset/Accounting Reporting Information.** If the Employee holds assets (*i.e.*, Deferred Stock Units or Common Stock) or other financial assets in an account outside the United States and the aggregate amount of said assets is US\$10,000 or more, the Employee is required to submit a report of Foreign Bank and Financial Account with the United States Internal Revenue Service by June 30 of the year following the year in which the assets in the Employee's account meet the US\$10,000 threshold.

## URUGUAY

### *TERMS AND CONDITIONS*

**Data Privacy Consent.** The Employee understands that the Data will be collected by the Employer and will be transferred to the Company at Three Parkway North, Deerfield, Illinois 60015 U.S.A. and/or any financial institutions or brokers involved in the management and administration of the Plan. The Employee further understands that any of these entities may store the Data for purposes of administering the Employee's participation in the Plan.

## VENEZUELA

### *TERMS AND CONDITIONS*

**Investment Representation.** As a condition of the grant of the Deferred Stock Units, the Employee acknowledges and agrees that any shares of Common Stock the Employee may acquire upon the settlement of the Deferred Stock Units are acquired as and intended to be an investment rather than for the resale of the shares of Common Stock and conversion of shares into foreign currency.

**Exchange Control Information.** Exchange control restrictions may limit the ability to vest in the Deferred Stock Units or remit funds into Venezuela following the receipt of the cash proceeds from the sale of shares of Common Stock acquired upon settlement of the Deferred Stock Units under the Plan. The Company reserves the right to further restrict the settlement of the Deferred Stock Units, or to amend or cancel the Deferred Stock Units at any time, in order to comply with the applicable exchange control laws in Venezuela. The Employee is responsible for complying with exchange control laws in Venezuela and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, the Employee should consult with his or her personal legal advisor before accepting the Deferred Stock Units to ensure compliance with current regulations.

### *NOTIFICATIONS*

**Securities Law Information.** The Deferred Stock Units granted under the Plan and the shares of Common Stock issued under the Plan are offered as a personal, private, exclusive transaction and are not subject to Venezuelan government securities regulations.

## VIETNAM

### *TERMS AND CONDITIONS*

**Deferred Stock Units Payable Only in Cash.** Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Vietnam shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date less any Tax-Related Items.



[Mondelēz International, Inc. Logo]

Mondelēz International Inc.  
Deerfield, IL 60015 USA

mondelezinternational.com

**PRIVATE AND CONFIDENTIAL**

Mr. Gustavo Valle

December 21, 2019

**OFFER LETTER**

Dear Gustavo,

I am very pleased to provide you with this offer letter setting forth the terms of your offer of employment (“Offer Letter”). It confirms the verbal offer previously extended to you for the position of Executive Vice President Latin America, Mondelēz International, Inc. (the “Company”) reporting to the Chairman and Chief Executive Officer. Your principle office will be located in our Coral Gables, Florida office. Your employment commencement date will be as soon as mutually agreed.

Your annualized target compensation opportunity will be as follows:

**Annualized Compensation (Target Opportunity)**

Annual Base Salary      \$650,000

Annual Incentive Plan (Target - 80%\*)      \$520,000

Target Annual Long-Term Incentive Range\*\*      \$1,280,000 - \$1,600,000 - \$1,920,000

Total Target Compensation Opportunity      \$2,450,000 - \$2,770,000 - \$3,090,000

Your Annual Base Salary will be subject to an annual review by the Board and adjustment in the Board’s sole discretion.

\* Target as a percent of Annual Base Salary.

\*\* The value of the long-term incentive grants reflects the range (i.e., minimum, midpoint and maximum) for the target value of your annual equity grants. The actual number of shares, units, or options will be determined pursuant to the Company’s specific valuation methodology (e.g., Black-Scholes value for stock options).

### **Annual Incentive Plan**

You will be eligible to participate in the Mondelēz International Management Incentive Plan (the “MIP”), the Company’s annual incentive program. Your target award opportunity under the MIP is equal to 80% of your Annual Base Salary. The actual amount you receive may be lower or higher, depending on your individual performance and the Company’s overall performance during the year. The maximum award under this program for 2020 is 200% of your target opportunity. The Company reserves the right to change the maximum award annually.

For the 2020 MIP plan year ending on December 31, 2020, your award will be prorated based on your date of hire. Your actual award will ultimately be determined based on your individual performance during your period of employment and the Company’s actual overall performance for the full 2020 plan year.

### **Long-Term Incentives (Annual Equity Program)**

You will be eligible to fully participate in the Company’s annual equity program. Equity grants are typically made annually in February. For 2020, you will receive a \$1,600,000 equity grant, 75% of the grant value will be in performance share units (“PSUs”) and 25% of the grant value will be in stock options (with the actual number of shares, units, or options based on the closing stock price on date of hire). These performance share units and stock options will be subject to the terms and conditions set forth in the Plan and the Company’s standard Global Long-Term Incentive Agreements as in effect on the date hereof.

All equity grants are subject to the terms and conditions of the Company’s Amended and Restated 2005 Performance Incentive Plan (“Plan”) and the applicable annual grant agreements. The annual equity program described above is based on our current design and the Company reserves the right to change the annual equity program at any time.

### **Sign-On Awards**

As part of your offer of employment, on your date of hire you will receive:

- 1) A cash sign-on award of \$115,000, subject to a two-year repayment agreement.

### **Executive Deferred Compensation Plan**

You will be eligible to participate in the Executive Deferred Compensation Plan. This program allows you to voluntarily defer a portion of your salary and/or your annual incentive award to a future date. Additional information about this program is available upon request.

### **Severance; Change in Control Plan**

From your date of hire, you will be a participant in the Mondelēz International, Inc. Change in Control Plan for Key Executives (the "CIC Plan"). The CIC Plan provides certain benefits upon an involuntary termination without Cause or voluntary termination for Good Reason following a Change in Control. A copy of the CIC Plan will be separately provided.

For purposes of this Offer Letter:

- "Cause" has the meaning set forth in the CIC Plan.
- "Good Reason" has the meaning set forth in the CIC Plan.

### **Stock Ownership Guidelines**

You will be required to attain and hold Company stock equal in value to four (4) times your annual base salary established at your date of hire. Under current guidelines, you will have five years from your date of hire to achieve this level of ownership. Stock held for ownership determination includes common stock held directly or indirectly and unvested deferred stock units. It does not include stock options or unvested performance share units. The Company reserves the right to change the guidelines at any time.

You will also be required to hold for a period of at least one year the "net" shares received upon vesting in the case of deferred stock units or performance share units or exercise in the case of stock options, from the respective vesting or exercise dates.

Net shares are the number of shares resulting from the vesting of deferred stock units or performance share units or the exercise of stock options reduced by the number of shares required to satisfy any applicable tax withholding or costs associated with the respective vesting or exercise.

### **Other Benefits**

If your employment with the Company ends due to an involuntary termination other than for Cause (as defined above), you will receive severance arrangements no less favorable than those accorded recently terminated senior executives of the Company. For the avoidance of doubt, "senior executives" as referenced in this section shall exclude legacy Cadbury executives.

You will be eligible for one-time relocation benefits through February 28, 2022 to Coral Gables, Florida pursuant to the Company's standard relocation policy for executives at your level in effect at the time of your move.

Under the current policies in place, which are subject to change, you will be eligible for the Company's discretionary financial planning program, which reimburses you up to \$7,500 per year for eligible financial planning expenses, and car allowance program, which provides a car allowance of up to \$15,000 per year.

You will be eligible for Mondelēz Global LLC's comprehensive benefits package available to full-time salaried U.S. employees. You will be eligible for 30 days of paid time off annually. Details and terms of these comprehensive benefits will be provided separately.

### **Restrictive Covenants**

As a condition to this offer of employment and corresponding consideration, you agree to the terms and conditions of the Confidential Information, Intellectual Property and Restrictive Covenants Agreement (the "Covenant Agreement") attached hereto as **Appendix A** and will acknowledge such Covenant Agreement by signing the Covenant Agreement simultaneously with this offer of employment. **Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")**

No amount hereunder or under any other agreement that is subject to Code Section 409A ("Section 409A") shall be payable upon a termination of your employment unless such termination constitutes a "separation from service" with the Company under Section 409A. To the maximum extent permitted by applicable law, amounts payable to you pursuant to this Offer Letter shall be made in reliance upon the exception for certain involuntary terminations under a separation pay plan or as short-term deferral under Section 409A. For purposes of Section 409A, your right to receive any installment payments shall be treated as a right to receive a series of separate and distinct payments. To the extent any amount payable to you is subject to your entering into a release of claims with the Company and any such amount is a deferral of compensation under Section 409A and which amount could be payable to you in either of two taxable years, such payments shall be made or commence, as applicable, on the first date otherwise payable but in the later such taxable year and shall include all payments that otherwise would have been made before such date.

If you are a "specified employee" (within the meaning of Section 409A) as of your separation from service (within the meaning of Section 409A): (a) payment of any amounts under this Offer Letter (or under any severance arrangement pursuant to this Offer Letter) which the Company determines constitute the payment of nonqualified deferred compensation (within the meaning of Section 409A) and which would otherwise be paid upon your separation from service shall not be paid before the date that is six months after the date of your separation from service and any amounts that cannot be paid by reason of this limitation shall be accumulated and paid on the earlier of (x) your death and (y) the first day of the seventh month (or as soon as administratively possible thereafter) following the date of your separation from service (within the meaning of Section 409A); and (b) any welfare or other benefits (including under a severance arrangement) which the Company determines constitute the payment of nonqualified deferred compensation (within the meaning of Section 409A) and which would otherwise be provided upon your separation from service shall be provided at your sole cost during the first six-month period after your

separation from service and, on the first day of the seventh month following your separation from service (or as soon as administratively possible), the Company shall reimburse you for the portion of such costs that would have been payable by the Company for that period if you were not a specified employee.

Payment of any reimbursement amounts and the provision of benefits by the Company pursuant to this Offer Letter (including any reimbursements or benefits to be provided pursuant to a severance arrangement) which the Company determines constitute nonqualified deferred compensation (within the meaning of Section 409A) shall be subject to the following:

- (i) the amount of the expenses eligible for reimbursement or the in-kind benefits provided during any calendar year shall not affect the amount of the expenses eligible for reimbursement or the in-kind benefits to be provided in any other calendar year;
- (ii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and
- (iii) your right to reimbursement or in-kind benefits is not subject to liquidation or exchange for any other benefit.

The parties hereto intend that all compensation, benefits and other payments made to you hereunder will be provided or paid to you in compliance with all applicable provisions, or an exemption or exception from the applicable provisions of Section 409A and the regulations and rulings issued thereunder, and the rulings, notices and other guidance issued by the Internal Revenue Service interpreting the same, and this Offer Letter shall be construed and administered in accordance with such intent. The parties also agree that this Offer Letter may be modified, as reasonably agreed by the parties, to the extent necessary to comply with all applicable requirements of, and to avoid the imposition of additional tax, interest and penalties under Section 409A in connection with the compensation, benefits and other payments to be provided or paid to you hereunder. Any such modification shall maintain the original intent and benefit to the Company and you of the applicable provision of this Offer Letter, to the maximum extent possible without violating Section 409A.

### **Other Terms and Conditions**

You will be a U.S. employee of Mondelēz Latin America and your employment status will be governed by and shall be construed in accordance with the laws of the United States. As such, your status will be that of an "at will" employee. This means that either you or Company is free to terminate the employment relationship at that time, for any reason, subject to your entitlements pursuant to this Offer Letter or any other plan or agreement applicable to a termination of your employment.

This offer is contingent upon successful completion of our pre-employment checks. These include:

1. a background check. The background screen is an investigative consumer report. Under the Fair Credit Reporting Act, you have the right to make a written request for information about the nature and scope of this report. If you wish to make such a request, you may direct your letter

to my attention. You are also entitled to receive a written summary of your rights under the Fair Credit Reporting Act.

2. post-offer drug screen via current Company protocols and
3. proof of eligibility to work in the United States.

If you accept our offer, please sign below and return the signed letter to my attention at dpendleton@mdlz.com. Once your date of hire is established, you will be provided information about the arrangements for your post offer drug screen and the required documents for verifying your eligibility to work in the United States.

Should you have any questions concerning this information, please contact me.

/s/ David H. Pendleton

\_\_\_\_\_  
David H. Pendleton  
SVP Total Rewards & HR Solutions  
Mondelēz Global LLC

January 6, 2020

\_\_\_\_\_  
Date

I have read the above terms and conditions and, by signing below, do accept this offer. This letter does not, in any way, constitute an express or implied contract for employment.

/s/ Gustavo Valle

\_\_\_\_\_  
Gustavo Valle

January 6, 2020

\_\_\_\_\_  
Date

*[Signature Page to Mr. Gustavo Valle Offer Letter]*

## **APPENDIX A**

### **CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY AND RESTRICTIVE COVENANTS AGREEMENT**

This Confidential Information, Intellectual Property and Restrictive Covenants Agreement (“Covenant Agreement”) is made between the person specified in that certain offer of employment (“Executive”) and Mondelēz International, Inc. (and any currently or previously-affiliated companies, parent companies, successors or predecessors, including Mondelēz Global LLC, Kraft Foods Inc., Kraft Foods Group, Inc., and Kraft Foods Global, Inc., hereafter, collectively, “MG”).

**WHEREAS**, this Covenant Agreement is an extension of and incorporated into the offer of employment between Executive and MG under which MG desires and agrees to employ Executive and Executive desires and agrees to be employed by MG (the “Offer Letter”); and

**WHEREAS**, as part of performing Executive’s responsibilities for MG, Executive will have access to MG’s Confidential Information (as defined in Paragraph 2(a) below) and Intellectual Property (as defined in Paragraph 3(a) below).

**NOW, THEREFORE**, for good and valuable consideration, including the promises and covenants contained in this Covenant Agreement, including monetary consideration, Executive’s employment with MG and Executive’s access to and use of MG’s Confidential Information and Intellectual Property, MG and Executive hereby agree as follows:

1. **Consideration.** In addition to Executive’s employment with MG and Executive’s access to and use of MG’s Confidential Information, as consideration for this Covenant Agreement, MG will provide Executive with such consideration described in the Offer Letter, including, but not limited to, any sign on incentives and participation in the annual incentive plan and equity program. This Covenant Agreement shall control over any inconsistency with any other plan, program, practice or agreement providing for any covenant or restriction provided herein (and such other plan, program, practice or agreement shall be disregarded unless Executive agrees in writing that such other plan, program, practice or agreement controls).

2. **Confidential Information.**

(a) Executive recognizes that MG derives economic value from information and trade secrets created (whether by Executive or others) and used in MG’s business which is not generally known by the public, including but not limited to certain sales, marketing, strategy, financial, product, personnel, manufacturing, technical and other proprietary information and material (“Confidential Information”) which are the property of MG. Executive understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the



information is known or used. Executive expressly acknowledges and agrees that, by virtue of Executive's employment with MG, Executive will have access to and will use certain Confidential Information and that such Confidential Information constitutes MG's trade secrets and confidential and proprietary business information, all of which is MG's exclusive property. For purposes of this Covenant Agreement, Confidential Information does not include information that is or may become known to Executive or to the public from sources outside MG and through means other than a breach of this Covenant Agreement.

(b) Executive further understands and acknowledges that this Confidential Information and MG's ability to reserve it for the exclusive knowledge and use of MG is of great competitive importance and commercial value to MG. Executive agrees that Executive will treat all Confidential Information as strictly confidential and Executive will not, and will not permit any other person or entity to, directly or indirectly, without the prior written consent of MG: (i) use Confidential Information for the benefit of any person or entity other than MG; (ii) remove, copy, duplicate or otherwise reproduce any document or tangible item embodying or pertaining to any of the Confidential Information, except as required to perform Executive's responsibilities for MG; and (iii) while employed and thereafter, publish, release, disclose, deliver or otherwise make available to any third party any Confidential Information by any communication, including oral, documentary, electronic or magnetic information transmittal device or media. Notwithstanding the foregoing, Executive shall be permitted to disclose Confidential Information to the extent (x) required by law, subpoena, or applicable government or regulatory authority or (y) appropriate in connection with a legal dispute. To the extent legally permissible, executive shall promptly provide written notice of any such subpoena or order to MG's legal department.

(c) Executive agrees and understands that the obligations under this Covenant Agreement with regard to the non-disclosure and non-use of particular Confidential Information shall commence immediately upon Executive first having access to Confidential Information (whether before or after Executive begins employment with MG) and shall continue to exist during and after Executive's employment with MG for so long as such information remains Confidential Information and is not public knowledge other than as a result of the Executive's breach of this Covenant Agreement or breach by those acting in concert with Executive or on Executive's behalf. Nothing in this Agreement shall be construed to prohibit Executive from reporting conduct to, providing truthful information to, or participating in any investigation or proceeding conducted by any federal, state or local government agency or self-regulatory organization.

(d) Executive understands that improper use or disclosure of the Confidential Information by Executive will cause MG to incur financial costs, loss of business advantage, liability under confidentiality agreements with third parties, civil damages and criminal penalties.

(e) Protected Rights. Executive understands that nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health

Administration, the Securities and Exchange Commission, or any other federal, state or local governmental agency or commission ("Government Agencies"). Executive further understands that this Agreement does not limit Executive's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Executive's right to receive an award for information provided to any Government Agencies.

### 3. **Intellectual Property.**

(a) **Disclosure and Assignment.** Executive agrees to make prompt written disclosure to MG, to hold in trust for the sole right and benefit of MG, and to assign to MG all Executive's right, title and interest in and to any patents, trademarks, copyrights, ideas, inventions (whether not patented or patentable), original works of authorship (published or not), developments, improvements or trade secrets which Executive may solely or jointly conceive or reduce to practice, or cause to be conceived or reduced to practice, during the period of Executive's employment with MG and relating in any way to the business or contemplated business, research or development of MG (regardless of when or where the Intellectual Property is prepared or whose equipment or other resources is used in preparing the same) (collectively "Intellectual Property"). Executive recognizes, provided prompt and full disclosure by Executive to MG, that this Covenant Agreement will not be deemed to require assignment of any invention which was developed entirely on Executive's own time without using MG's equipment, supplies, facilities or trade secrets and neither relates to MG's actual or anticipated business, research or development, nor resulted from work performed by Executive (solely or jointly with others) for MG.

(b) **Original Works.** Executive acknowledges that all original works of authorship which have been or are made by Executive (solely or jointly with others) within the scope of Executive's employment with MG and which are protectable by copyright are the property of MG. To the extent that any such original works have not already been transferred to or owned by MG, Executive hereby assigns all of Executive's right, title and interest in those works to MG.

(c) **Cooperation.** Executive agrees to assist MG in every reasonable and proper way to obtain and enforce United States and foreign proprietary rights relating to any and all patents, trademarks, inventions, original works of authorship, developments, improvements or trade secrets of MG in any and all countries. Executive will execute, verify and deliver (i) such documents and perform such other acts (including appearing as a witness) as MG may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof, and (ii) assignments of such proprietary rights to MG or its designee. Executive's obligation to assist MG with respect to proprietary rights in any and all countries shall continue beyond the termination of employment.

(d) Other Obligations. In addition to Executive's other obligations under this Paragraph 3, Executive shall promptly disclose to MG fully and in writing all patent applications filed by Executive or on Executive's behalf. At the time of each such disclosure, Executive shall advise MG in writing of any inventions that Executive believes are not required to be assigned pursuant to this Paragraph. Executive shall at that time provide to MG in writing all evidence necessary to substantiate that belief. Executive understands that MG will keep in confidence, will not disclose to third parties and will not use for any unauthorized purpose without Executive's consent, any proprietary information disclosed in writing to MG pursuant to this Covenant Agreement relating to inventions that are not required to be assigned pursuant to this subparagraph 3(d) and which were created or developed by Executive after termination of Executive's employment. Executive will preserve the confidentiality of any such invention that is or may be required to be assigned, in whole or in part, pursuant to this Paragraph 3. Executive agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by MG) of all proprietary information developed by Executive and all inventions made by Executive during the period of employment at MG, which records shall be available to and remain the sole property of MG at all times. If MG becomes aware of a situation where it appears that its trade secrets are being used and/or disclosed by you, it will enforce its rights to the fullest degree allowed by law, including Federal or State trade secret law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

4. Restrictive Covenants. Executive understands and agrees that the nature of Executive's position with MG provides Executive with access to and knowledge of MG's Confidential Information and places Executive in a position of trust and confidence with MG. Because of MG's legitimate business interests and for the consideration afforded in this Covenant Agreement and Offer Letter, Executive agrees that during Executive's employment with MG and for a period of twelve (12) months following the termination of Executive's employment from MG for any reason (the "Restricted Period"), Executive shall not engage in the following Prohibited Conduct:

(a) Non-Competition. Executive agrees that during the Restricted Period and in any geographic area in which Executive directly or indirectly performed responsibilities for MG or where Executive's knowledge of Confidential Information would be useful to a competitor in competing against MG, Executive will not engage in any conduct in which Executive contributes Executive's knowledge and skills, directly or indirectly, in whole or in part, as an executive,

employee, employer, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to a competitor or to an entity engaged in the same or similar business as MG, including those engaged in the business of production, sale or marketing of snack foods (including, but not limited to gum, chocolate, confectionary products, biscuits or any other product or service Executive had reason to know was under development by MG during Executive's employment with MG) ("Competitive Business") without the written consent of MG's Executive Vice President of Global Human Resources, or designee, such consent to be provided by MG in its sole and absolute discretion. Under no circumstances may Executive engage in any activity that may require or inevitably require Executive's use or disclosure of MG's Confidential Information.

(b) Non-Solicitation of Customers or Accounts. Executive understands and acknowledges that MG has expended and continues to expend significant time and expense in pursuing and retaining its customers and accounts, and that the loss of customers and accounts would cause significant and irreparable harm to MG. Executive therefore agrees that during the Restricted Period and for Executive or the direct or indirect benefit of any entity engaged in the same or similar business as MG, including those engaged in the business of production, sale or marketing of snack foods (including but not limited to gum, chocolate, confectionary products, biscuits or any other product or service Executive had reason to know was under development by MG during Executive's employment with MG), Executive will not (i) solicit business from or perform services for, or for the benefit of, any customer or account of MG with which Executive had contact, participated in the contact, or about which Executive had knowledge of Confidential Information by reason of Executive's relationship with MG within the twelve (12) month period prior to Executive's separation of employment from MG, or (ii) solicit business from or perform services for, or for the benefit of, any customer or account MG actively pursued for business and with which Executive had contact, participated in the contact, or about which Executive had knowledge of Confidential Information by reason of Executive's relationship with MG within the twelve (12) month period prior to Executive's separation of employment from MG.

(c) Non-Solicitation of Employees. Executive understands and acknowledges that MG has expended and continues to expend significant time and expense in recruiting and training its employees, and that the loss of employees would cause significant and irreparable harm to MG. Executive therefore agrees and covenants that during the Restricted Period Executive will not directly, or indirectly, solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any executive of MG.

(d) Judicial Amendment. Executive and MG acknowledge the reasonableness of the agreements set forth in this Section 4 and the specifically acknowledge the reasonableness of the geographic area, duration of time and subject matter that are part of the covenant not to compete contained in Section 4(a)-(c). Executive further acknowledges that Executive's skills are such that Executive can be gainfully employed in noncompetitive employment and that the parties' agreement not to compete will in no manner prevent Executive from earning a living. Notwithstanding the foregoing, in the event it is judicially determined that any of the limitations

contained in this Section 4 are unreasonable, illegal or offensive under any applicable law and may not be enforced as agreed herein, the parties agree that the unreasonable, illegal or offensive portions of this Section 4, whether they relate to duration, area or subject matter, shall be and hereby are revised to conform with all applicable laws and that this Agreement, as modified, shall remain in full force and effect and shall not be rendered void or illegal.

5. **Return of MG Property.** Unless otherwise specified by MG in a separation or other similar-type agreement, within five (5) days of Executive's separation of employment from MG or as such other time as specified in the sole discretion of MG, Executive shall return all Confidential Information and all other MG property (whether in electronic or paper form) in Executive's possession, including documents, files, manuals, handbooks, notes, keys and any other items, files or documents (whether in electronic or paper form).

6. **No Disparagement or Harm.** Executive agrees that, in discussing Executive's relationship with MG and its affiliated and parent companies and their business and affairs, Executive will not disparage, discredit or otherwise refer to in a detrimental manner MG, its affiliated and parent companies or their officers, directors and Executives. MG agrees that, in discussing Executive's relationship with MG and its affiliated and parent companies and their business and affairs, MG (via any authorized public statement), officers or members of MG's Board of Directors will not disparage, discredit or otherwise refer to Executive in a detrimental manner. This Paragraph does not, in any way, restrict or impede Executive or MG (or its officers and directors), respectively, from exercising protected rights including the right to communicate with any federal, state or local agency or self-regulatory agency, including any with which a charge has been filed, to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. Respectively, and to the extent legally permissible, executive shall promptly provide written notice of any such order to MG's legal department and the Company shall promptly provide written notice of any such order to Executive.

7. **Remedies.** Should Executive or MG breach any of the provisions contained in Paragraphs 2 through 6 of this Covenant Agreement, in addition to any other remedies available to MG or Executive, as applies, if Executive is the breaching party, Executive will be obligated to pay back to MG any payment(s) received pursuant to the Offer Letter. MG and Executive further acknowledge and agree that MG or Executive, as may apply, will or would suffer irreparable injury in the event of a breach or violation or threatened breach or violation of the provisions set forth in this Covenant Agreement, and agree that in the event of a breach or violation of such provisions the aggrieved party will be awarded injunctive relief by a court of competent jurisdiction to prohibit any such violation or breach, and that such right to injunctive relief will be in addition to any other remedy which may be ordered by the court or an arbitrator. The equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

8. **Notification.** Executive agrees that in the event Executive is offered to enter into an employment relationship with a third party at any time during the Restricted Period, Executive shall immediately advise said other third party of the existence of this Covenant Agreement and shall immediately provide said person or entity with a copy of this Covenant Agreement.

9. **Arbitration of Claims.** In the event either Executive or MG contests the interpretation or application of any of the terms of this Covenant Agreement, the complaining party shall notify the other in writing of the provision that is being contested. If the parties cannot satisfactorily resolve the dispute within thirty (30) days, the matter will be submitted to arbitration. An arbitrator will be chosen pursuant to the American Arbitration Association's ("AAA") Employment Arbitration Rules and Mediation Procedures. The arbitrator's fees and expenses and filing fees shall be borne by MG. The hearing shall be held at a mutually agreeable location and the arbitrator shall issue a written award which shall be final and binding upon the parties. Executive agrees to waive the right to a jury trial. Notwithstanding anything contained in this Paragraph 9, MG and Executive shall each have the right to institute judicial proceedings against the other party or anyone acting by, through or under the other party, in order to enforce its rights under Paragraphs 2 through 6 through specific performance, injunction, or similar equitable relief. Claims not covered by arbitration are those claims seeking injunctive and other relief due to unfair competition, due to the use or unauthorized disclosure of trade secrets or confidential information, due to wrongful conversion, breach of the Intellectual Property covenants, and the breach of the restrictive covenants set forth in Paragraphs 2 through 6.

10. **Entire Agreement and Severability.** This is the entire agreement between Executive and MG on the subject matter of this Covenant Agreement. This Covenant Agreement may not be modified or canceled in any manner except by a writing signed by both Executive and an authorized MG official. Executive acknowledges that MG has made no representations or promises to Executive, other than those in this Covenant Agreement. If any provision in this Covenant Agreement is found to be unenforceable, all other provisions will remain fully enforceable. The covenants set forth in this Covenant Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any provision of this Covenant Agreement be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Covenant Agreement. If the release and waiver of claims provisions of any agreement related to this Covenant Agreement are held to be unenforceable, the parties agree to enter into a release and waiver agreement that is enforceable.

11. **Not a Contract of Employment.** Executive acknowledges and understands that nothing in this Covenant Agreement is intended to, nor should be construed to, alter the at-will nature of Executive's employment relationship with MG, nor to guarantee Executive's employment for any specified term. Notwithstanding any provision of this Covenant Agreement, Executive and/or MG may terminate Executive's employment at-will, for any reason permitted by law, with or without notice, and upon such termination, the rights and obligations set forth herein shall continue as expressly provided, subject to.

12. **Tolling.** Should Executive violate any of the terms of the confidentiality or restrictive covenant obligations in this Covenant Agreement, the obligation at issue will run from the first date on which Executive ceases to be in violation of such obligation.

13. **Attorneys' Fees.** Should either party breach any of the provisions of Paragraphs 2 through 6 of this Covenant Agreement, to the extent authorized by state law, the non-prevailing party (as determined by the trier of fact) will be responsible for payment of all reasonable attorneys' fees and costs that the prevailing party incurs in the course of such proceeding (including demonstrating the existence of a breach and any other contract enforcement efforts or successfully defending against an allegation of such breach).

14. **Governing Law.** This Covenant Agreement shall be governed under and construed in accordance with the laws of the State of Illinois without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Illinois. Executive agrees that any legal proceeding concerning this Covenant Agreement may only be brought and held in a state or federal court located in the State of Illinois. Executive consents to the personal jurisdiction of such courts and agrees not to claim that any such courts are inconvenient or otherwise inappropriate.

15. **Successors and Assigns.** This Covenant Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. Executive may not assign Executive's rights and obligations under this Covenant Agreement without prior written consent of MG. MG may assign this Covenant Agreement and/or its rights or obligations under this Covenant Agreement. Any and all rights and remedies of MG under this Covenant Agreement shall inure to the benefit of and be enforceable by any successor or assignee of MG.

*[Signatures are on the following page]*

**IN WITNESS WHEREOF**, the parties agree that this Covenant Agreement is an extension of and incorporated into the Offer Letter between Executive and Mondelēz International, Inc., and the parties have executed this Offer Letter freely and voluntarily with the intention of being legally bound by it.

**MONDELEZ INTERNATIONAL, INC.**

By: /s/ David H. Pendleton

Print Name: David H. Pendleton

Dated: January 6, 2020

**EXECUTIVE**

By: /s/ Gustavo Valle

Print Name: Gustavo Valle

Dated: January 6, 2020

*[Signature Page to Confidential Information, Intellectual Property and Restrictive Covenants Agreement-  
Appendix A to Gustavo Valle Offer Letter]*



## Certifications

I, Dirk Van de Put, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mondelēz International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 28, 2020

/s/ DIRK VAN DE PUT

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Dirk Van de Put  
Chairman and Chief Executive Officer

**Certifications**

I, Luca Zaramella, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Mondelēz International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 28, 2020

/s/ LUCA ZARAMELLA

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Luca Zaramella  
Executive Vice President and  
Chief Financial Officer

**CERTIFICATIONS OF  
CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Dirk Van de Put, Chairman and Chief Executive Officer of Mondelēz International, Inc. ("Mondelēz International"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in Mondelēz International's Quarterly Report on Form 10-Q fairly presents in all material respects Mondelēz International's financial condition and results of operations.

/s/ DIRK VAN DE PUT

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Dirk Van de Put  
Chairman and Chief Executive Officer

April 28, 2020

I, Luca Zaramella, Executive Vice President and Chief Financial Officer of Mondelēz International, Inc. ("Mondelēz International"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in Mondelēz International's Quarterly Report on Form 10-Q fairly presents in all material respects Mondelēz International's financial condition and results of operations.

/s/ LUCA ZARAMELLA

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Luca Zaramella  
Executive Vice President and  
Chief Financial Officer

April 28, 2020

*A signed original of these written statements required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Mondelēz International, Inc. and will be retained by Mondelēz International, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.*