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**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, 2018

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.)

**Three Parkway North,  
Deerfield, Illinois**

(Address of principal executive offices)

**60015**

(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)

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted 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 and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Emerging growth company

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

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 27, 2018, there were 1,475,068,042 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,	
	2018	2017
Net revenues	\$ 6,765	\$ 6,414
Cost of sales	3,916	3,896
Gross profit	2,849	2,518
Selling, general and administrative expenses	1,527	1,483
Asset impairment and exit costs	54	166
Amortization of intangibles	44	44
Operating income	1,224	825
Benefit plan non-service income	(13)	(15)
Interest and other expense, net	80	119
Earnings before income taxes	1,157	721
Provision for income taxes	(307)	(154)
Equity method investment net earnings	94	66
Net earnings	944	633
Noncontrolling interest earnings	(6)	(3)
Net earnings attributable to Mondelēz International	\$ 938	\$ 630
Per share data:		
Basic earnings per share attributable to Mondelēz International	\$ 0.63	\$ 0.41
Diluted earnings per share attributable to Mondelēz International	\$ 0.62	\$ 0.41
Dividends declared	\$ 0.22	\$ 0.19

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,	
	2018	2017
Net earnings	\$ 944	\$ 633
Other comprehensive earnings/(losses), net of tax:		
Currency translation adjustment	207	543
Pension and other benefit plans	(6)	1
Derivative cash flow hedges	(46)	18
Total other comprehensive earnings/(losses)	155	562
Comprehensive earnings	1,099	1,195
less: Comprehensive earnings/(losses) attributable to noncontrolling interests	21	7
Comprehensive earnings attributable to Mondelēz International	<u>\$ 1,078</u>	<u>\$ 1,188</u>

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, 2018	December 31, 2017
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,130	\$ 761
Trade receivables (net of allowances of \$49 at March 31, 2018 and \$50 at December 31, 2017)	3,113	2,691
Other receivables (net of allowances of \$83 at March 31, 2018 and \$98 at December 31, 2017)	841	835
Inventories, net	2,620	2,557
Other current assets	666	676
<b>Total current assets</b>	<b>8,370</b>	<b>7,520</b>
Property, plant and equipment, net	8,792	8,677
Goodwill	21,301	21,085
Intangible assets, net	18,810	18,639
Prepaid pension assets	160	158
Deferred income taxes	301	319
Equity method investments	6,347	6,345
Other assets	422	366
<b>TOTAL ASSETS</b>	<b>\$ 64,503</b>	<b>\$ 63,109</b>
<b>LIABILITIES</b>		
Short-term borrowings	\$ 4,779	\$ 3,517
Current portion of long-term debt	829	1,163
Accounts payable	5,727	5,705
Accrued marketing	1,847	1,728
Accrued employment costs	617	721
Other current liabilities	2,999	2,959
<b>Total current liabilities</b>	<b>16,798</b>	<b>15,793</b>
Long-term debt	13,180	12,972
Deferred income taxes	3,419	3,376
Accrued pension costs	1,548	1,669
Accrued postretirement health care costs	419	419
Other liabilities	2,589	2,689
<b>TOTAL LIABILITIES</b>	<b>37,953</b>	<b>36,918</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, 2018 and December 31, 2017)	—	—
Additional paid-in capital	31,876	31,915
Retained earnings	23,315	22,749
Accumulated other comprehensive losses	(9,858)	(9,998)
Treasury stock, at cost (515,208,245 shares at March 31, 2018 and 508,401,694 shares at December 31, 2017)	(18,881)	(18,555)
<b>Total Mondelēz International Shareholders' Equity</b>	<b>26,452</b>	<b>26,111</b>
Noncontrolling interest	98	80
<b>TOTAL EQUITY</b>	<b>26,550</b>	<b>26,191</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 64,503</b>	<b>\$ 63,109</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
Balances at January 1, 2017	\$ —	\$ 31,847	\$ 21,149	\$ (11,122)	\$ (16,713)	\$ 54	\$ 25,215
Comprehensive earnings/(losses):							
Net earnings	—	—	2,922	—	—	14	2,936
Other comprehensive earnings/(losses), net of income taxes	—	—	—	1,124	—	28	1,152
Exercise of stock options and issuance of other stock awards	—	68	(83)	—	360	—	345
Common Stock repurchased	—	—	—	—	(2,202)	—	(2,202)
Cash dividends declared (\$0.82 per share)	—	—	(1,239)	—	—	—	(1,239)
Dividends paid on noncontrolling interest and other activities	—	—	—	—	—	(16)	(16)
Balances at December 31, 2017	<u>\$ —</u>	<u>\$ 31,915</u>	<u>\$ 22,749</u>	<u>\$ (9,998)</u>	<u>\$ (18,555)</u>	<u>\$ 80</u>	<u>\$ 26,191</u>
Comprehensive earnings/(losses):							
Net earnings	—	—	938	—	—	6	944
Other comprehensive earnings/(losses), net of income taxes	—	—	—	140	—	15	155
Exercise of stock options and issuance of other stock awards	—	(39)	(51)	—	174	—	84
Common Stock repurchased	—	—	—	—	(500)	—	(500)
Cash dividends declared (\$0.22 per share)	—	—	(327)	—	—	—	(327)
Dividends paid on noncontrolling interest and other activities	—	—	6	—	—	(3)	3
Balances at March 31, 2018	<u>\$ —</u>	<u>\$ 31,876</u>	<u>\$ 23,315</u>	<u>\$ (9,858)</u>	<u>\$ (18,881)</u>	<u>\$ 98</u>	<u>\$ 26,550</u>

\* Noncontrolling interest as of March 31, 2017 was \$61 million, as compared to \$54 million as of January 1, 2017. The change of \$7 million during the three months ended March 31, 2017 was due to \$4 million of other comprehensive earnings, net of taxes, and \$3 million of net earnings.

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,	
	2018	2017
<b>CASH PROVIDED BY/(USED IN) OPERATING ACTIVITIES</b>		
Net earnings	\$ 944	\$ 633
Adjustments to reconcile net earnings to operating cash flows:		
Depreciation and amortization	207	200
Stock-based compensation expense	28	39
U.S. tax reform transition tax	94	—
Deferred income tax provision	47	13
Asset impairments and accelerated depreciation	28	80
Equity method investment net earnings	(94)	(66)
Distributions from equity method investments	143	122
Other non-cash items, net	(14)	43
Change in assets and liabilities, net of acquisitions and divestitures:		
Receivables, net	(413)	(454)
Inventories, net	(38)	(95)
Accounts payable	(144)	(443)
Other current assets	46	126
Other current liabilities	(317)	(478)
Change in pension and postretirement assets and liabilities, net	(110)	(277)
Net cash provided by/(used in) operating activities	407	(557)
<b>CASH PROVIDED BY/(USED IN) INVESTING ACTIVITIES</b>		
Capital expenditures	(284)	(306)
Proceeds from sale of property, plant and equipment and other assets	10	19
Net cash used in investing activities	(274)	(287)
<b>CASH PROVIDED BY/(USED IN) FINANCING ACTIVITIES</b>		
Issuances of commercial paper, maturities greater than 90 days	686	626
Repayments of commercial paper, maturities greater than 90 days	(433)	(513)
Net issuances of other short-term borrowings	1,016	1,587
Long-term debt proceeds	463	350
Long-term debt repaid	(738)	(979)
Repurchase of Common Stock	(527)	(461)
Dividends paid	(330)	(292)
Other	92	60
Net cash provided by financing activities	229	378
Effect of exchange rate changes on cash and cash equivalents	7	32
Cash and cash equivalents:		
Increase/(decrease)	369	(434)
Balance at beginning of period	761	1,741
Balance at end of period	\$ 1,130	\$ 1,307

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, 2017.

*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. As of the close of the 2015 fiscal year, we deconsolidated and fully impaired our investment in our Venezuelan operations. As such, for all periods presented, we have excluded the results of operations, financial position and cash flows of our Venezuelan subsidiaries from our condensed consolidated financial statements. 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 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 of March 31, 2018, none of our consolidated subsidiaries were subject to highly inflationary accounting.

*Argentina.* We continue to closely monitor inflation and the potential for the economy to become highly inflationary for accounting purposes. As of March 31, 2018, the Argentinian economy was not designated as highly inflationary. At this time, we continue to record currency translation adjustments within equity and realized exchange gains and losses on transactions in earnings. Our Argentinian operations contributed \$136 million, or 2.0% of consolidated net revenues in the three months ended March 31, 2018, and our Argentinian operations had a net monetary liability position as of March 31, 2018.

*Other Countries.* Since we sell in approximately 160 countries and have operations in over 80 countries, we monitor economic and currency-related risks and seek to take protective measures in response to these exposures. Some of the countries in which we do business have recently experienced periods of significant economic uncertainty and exchange rate volatility, including Brazil, China, Mexico, Russia, United Kingdom (Brexit), Ukraine, Turkey, Egypt, Nigeria and South Africa. We continue to monitor operations, currencies and net monetary exposures in these countries. At this time, we do not anticipate a risk to our operating results from changing to highly inflationary accounting in these countries.

*Revenue Recognition:*

We predominantly sell food and beverage products across several product categories and in all regions as detailed in Note 16, *Segment Reporting*. We recognize revenue when control over the products transfers to our customers, which generally occurs upon delivery or shipment of the products. A small percentage of our net revenues relates to the licensing of our intellectual property, predominantly brand and trade names, and we record these revenues over the license term. We account for product shipping, handling and insurance as fulfillment activities with revenues for these activities recorded within net revenue and costs recorded within cost of sales. Any taxes collected on behalf of government authorities are excluded from net revenues.



Revenues are recorded net of trade and sales incentives and estimated product returns. Known or expected pricing or revenue adjustments, such as trade discounts, rebates or returns, are estimated at the time of sale. We base these estimates of expected amounts principally on historical utilization and redemption rates. Estimates that affect revenue, such as trade incentives and product returns, are monitored and adjusted each period until the incentives or product returns are realized.

Key sales terms, such as pricing and quantities ordered, are established on a frequent basis such that most customer arrangements and related incentives have a one year or shorter duration. As such, we do not capitalize contract inception costs and we capitalize product fulfillment costs in accordance with U.S. GAAP and our inventory policies. We generally do not have any unbilled receivables at the end of a period. Deferred revenues are not material and primarily include customer advance payments typically collected a few days before product delivery, at which time deferred revenues are reclassified and recorded as net revenues. We generally do not receive noncash consideration for the sale of goods nor do we grant payment financing terms greater than one year.

*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 short-term 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 \$886 million as of March 31, 2018 and \$843 million as of December 31, 2017. 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.

*New Accounting Pronouncements:*

In February 2018, the Financial Accounting Standards Board ("FASB") issued an Accounting Standards Update ("ASU") that permits entities to elect a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the 2017 enactment of U.S. tax reform legislation. The ASU is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. We are currently assessing the impact on our consolidated financial statements.

In August 2017, the FASB issued an ASU to better align hedge accounting with an entity's risk management activities and improve disclosures surrounding hedging. For cash flow and net investment hedges as of the adoption date, the ASU requires a modified retrospective transition approach. Presentation and disclosure requirements related to this ASU are required prospectively. The ASU is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. We early adopted the standard as of January 1, 2018 and there was no material impact to our consolidated financial statements upon adoption. Refer to Note 9, *Financial Instruments*, for additional information.

In May 2017, the FASB issued an ASU to clarify when changes to the terms or conditions of a share-based payment award must be accounted for as modifications. The ASU is applied prospectively to awards that are modified on or after the adoption date. The ASU is effective for fiscal years beginning after December 15, 2017, with early adoption permitted. We adopted this standard on January 1, 2018 and there was no material impact to our consolidated financial statements upon adoption.

In March 2017, the FASB issued an ASU to improve the presentation of net periodic pension cost and net periodic postretirement benefit cost. The standard requires employers to disaggregate the service cost component from the other components of net benefit cost and disclose the amount and location where the net benefit cost is recorded in the income statement or capitalized in assets. The standard is to be applied on a retrospective basis for the change in presentation in the income statement and prospectively for the change in presentation on the balance sheet. The ASU is effective for fiscal years beginning after December 15, 2017, with early adoption permitted. We adopted this standard on January 1, 2018 using a retrospective approach for all periods presented. As a result of this adoption, we have disaggregated the components of our net periodic pension and postretirement benefit costs and moved components other than service costs to a new line item, benefit plan non-service income, located below operating income. For the three months ended March 31, 2017, \$15 million of benefit plan non-service income was

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reclassified from operating income (\$7 million from cost of sales and \$8 million from selling, general and administrative expenses) to benefit plan non-service income.

In January 2017, the FASB issued an ASU that clarifies the definition of a business with the objective of adding guidance to assist companies with evaluating whether transactions should be accounted for as acquisitions or disposals of assets or businesses. The definition of a business may affect many areas of accounting including acquisitions, disposals, goodwill and consolidation. The ASU is applied on a prospective basis and is effective for fiscal years beginning after December 15, 2017, with early adoption permitted. We adopted this standard on January 1, 2018 and there was no material impact to our consolidated financial statements upon adoption.

In November 2016, the FASB issued an ASU that requires the change in restricted cash or cash equivalents to be included with other changes in cash and cash equivalents in the statement of cash flows. The ASU is effective for fiscal years beginning after December 15, 2017, with early adoption permitted. We adopted this standard on January 1, 2018 and there was no material impact to our consolidated financial statements upon adoption.

In October 2016, the FASB issued an ASU that requires the recognition of tax consequences of intercompany asset transfers other than inventory when the transfer occurs and removes the exception to postpone recognition until the asset has been sold to an outside party. The standard is to be applied on a modified retrospective basis through a cumulative-effect adjustment directly to retained earnings. The ASU is effective for fiscal years beginning after December 15, 2017, with early adoption permitted. We adopted this standard on January 1, 2018 and recorded an immaterial cumulative-effect adjustment to retained earnings upon adoption.

In August 2016, the FASB issued an ASU to provide guidance on eight specific cash flow classification issues and reduce diversity in practice in how some cash receipts and cash payments are presented and classified in the statement of cash flows. The ASU is effective for fiscal years beginning after December 15, 2017, with early adoption permitted. We adopted this standard on January 1, 2018 and there was no material impact to our consolidated financial statements upon adoption.

In February 2016, the FASB issued an ASU on lease accounting. The ASU revises existing U.S. GAAP and outlines a new model for lessors and lessees to use in accounting for lease contracts. The guidance requires lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases, with the exception of short-term leases. In the statement of earnings, lessees will classify leases as either operating (resulting in straight-line expense) or financing (resulting in a front-loaded expense pattern). The ASU is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. We anticipate adopting the new standard on January 1, 2019. We continue to make progress in our due diligence and assessment of the impact of the new standard across our operations and on our consolidated financial statements, which will consist primarily of recording lease assets and liabilities on our balance sheet for our operating leases.

In January 2016, the FASB issued an ASU that provides updated guidance for the recognition, measurement, presentation and disclosure of financial assets and liabilities. The standard requires that equity investments (other than those accounted for under equity method of accounting or those that result in consolidation of the investee) be measured at fair value, with changes in fair value recognized in net income. The standard also impacts financial liabilities under the fair value option and the presentation and disclosure requirements for financial instruments. The ASU is effective for fiscal years beginning after December 15, 2017. We adopted this standard on January 1, 2018 and there was no material impact to our consolidated financial statements upon adoption.

In May 2014, the FASB issued an ASU on revenue recognition from contracts with customers. The ASU outlines a new, single comprehensive model for companies to use in accounting for revenue. The core principle is that an entity should recognize revenue to depict the transfer of control over promised goods or services to a customer in an amount that reflects the consideration the entity expects to be entitled to receive in exchange for the goods or services. The ASU also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows from customer contracts, including significant judgments made in recognizing revenue. In 2016 and 2017, the FASB issued several ASUs that clarified principal versus agent (gross versus net) revenue presentation considerations, confirmed the accounting for certain prepaid stored-value products and clarified the guidance for identifying performance obligations within a contract, the accounting for licenses and partial sales of nonfinancial assets. The FASB also issued two ASUs providing technical corrections, narrow scope exceptions and practical expedients to clarify and improve the implementation of the new revenue recognition guidance. The revenue guidance is effective for annual reporting periods beginning after December 15, 2017, with early adoption permitted as of the original effective date (annual reporting periods beginning after December 15, 2016). We adopted the new

standard on January 1, 2018 on a full retrospective basis. There was no material financial impact from adopting the new revenue standards in any of the historical periods presented. Refer to the *Revenue Recognition* section above and Note 16, *Segment Reporting*, for additional information.

## **Note 2. Divestitures and Acquisitions**

On December 28, 2017, we completed the sale of a confectionery business in Japan. We received cash proceeds of ¥2.8 billion (\$24 million as of December 28, 2017) and recorded an immaterial pre-tax loss on the divestiture within our AMEA segment.

On October 2, 2017, we completed the sale of one of our equity method investments and received cash proceeds of \$65 million. We recorded a pre-tax gain of \$40 million within the gain on equity method investment transactions and \$15 million of tax expense.

In connection with the 2012 spin-off of Kraft Foods Group, Inc. (now a part of The Kraft Heinz Company (“KHC”)), Kraft Foods Group and we each granted the other various licenses to use certain trademarks in connection with particular product categories in specified jurisdictions. On August 17, 2017, we entered into two agreements with KHC to terminate the licenses of certain KHC-owned brands used in our grocery business within our Europe region and to transfer to KHC inventory and certain other assets. On August 17, 2017, the first transaction closed and we received cash proceeds of €9 million (\$11 million as of August 17, 2017) and on October 23, 2017, the second transaction closed and we received cash proceeds of €2 million (\$3 million as of October 23, 2017). The gain on both transactions combined was immaterial.

On July 4, 2017, we completed the sale of most of our grocery business in Australia and New Zealand to Bega Cheese Limited for \$456 million Australian dollars (\$347 million as of July 4, 2017). We divested \$27 million of current assets, \$135 million of non-current assets and \$4 million of current liabilities based on the July 4, 2017 exchange rate. We recorded a pre-tax gain of \$247 million Australian dollars (\$187 million as of July 4, 2017) on the sale. During the third and fourth quarters of 2017, we also recorded divestiture-related costs of \$2 million and a foreign currency hedge loss of \$3 million. In the fourth quarter of 2017, we recorded a final \$3 million inventory-related working capital adjustment, increasing the pre-tax gain to \$190 million in 2017.

On April 28, 2017, we completed the sale of several manufacturing facilities in France and the sale or license of several local confectionery brands. We received cash of approximately €157 million (\$169 million as of April 28, 2017), net of cash divested with the businesses. On April 28, 2017, we divested \$44 million of current assets, \$155 million of non-current assets, \$8 million of current liabilities and \$22 million of non-current liabilities based on the April 28, 2017 exchange rate. During the three months ended March 31, 2018, we reversed \$3 million of accrued expenses no longer required. We incurred \$18 million of divestiture-related costs in the three months ended March 31, 2017. We recorded a \$3 million loss on the sale during the three months ended June 30, 2017. Divestiture-related costs were recorded within cost of sales and selling, general and administrative expenses primarily within our Europe segment. In prior periods, we recorded a \$5 million impairment charge in May 2016 for a candy trademark to reduce the overall net assets to the estimated net sales proceeds after transaction costs. On March 31, 2016, we recorded a \$14 million impairment charge for another gum & candy trademark as a portion of its carrying value would not be recoverable based on future cash flows expected under a planned license agreement with the buyer.

**Note 3. Inventories**

Inventories consisted of the following:

	As of March 31, 2018	As of December 31, 2017
(in millions)		
Raw materials	\$ 736	\$ 711
Finished product	2,005	1,975
	2,741	2,686
Inventory reserves	(121)	(129)
Inventories, net	\$ 2,620	\$ 2,557

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

Property, plant and equipment consisted of the following:

	As of March 31, 2018	As of December 31, 2017
(in millions)		
Land and land improvements	\$ 457	\$ 458
Buildings and building improvements	3,086	2,979
Machinery and equipment	11,402	11,195
Construction in progress	998	1,048
	15,943	15,680
Accumulated depreciation	(7,151)	(7,003)
Property, plant and equipment, net	\$ 8,792	\$ 8,677

For the three months ended March 31, 2018, capital expenditures of \$284 million excluded \$252 million of accrued capital expenditures remaining unpaid at March 31, 2018 and included payment for a portion of the \$357 million of capital expenditures that were accrued and unpaid at December 31, 2017. For the three months ended March 31, 2017, capital expenditures of \$306 million excluded \$186 million of accrued capital expenditures remaining unpaid at March 31, 2017 and included payment for a portion of the \$343 million of capital expenditures that were accrued and unpaid at December 31, 2016.

In connection with our restructuring program, we recorded non-cash property, plant and equipment write-downs (including accelerated depreciation and asset impairments) of \$23 million in the three months ended March 31, 2018 and \$71 million in the three months ended March 31, 2017 (see Note 7, *2014-2018 Restructuring Program*). These charges related to property, plant and equipment were recorded in the condensed consolidated statements of earnings within asset impairment and exit costs and in the segment results as follows:

	For the Three Months Ended March 31,	
	2018	2017
(in millions)		
Latin America	\$ 8	\$ 6
AMEA	4	12
Europe	5	37
North America	6	15
Corporate	—	1
Non-cash property, plant and equipment write-downs	\$ 23	\$ 71

**Note 5. Goodwill and Intangible Assets**

Goodwill by segment was:

	As of March 31, 2018	As of December 31, 2017
(in millions)		
Latin America	\$ 924	\$ 901
AMEA	3,391	3,371
Europe	8,072	7,880
North America	8,914	8,933
Goodwill	<u>\$ 21,301</u>	<u>\$ 21,085</u>

Intangible assets consisted of the following:

	As of March 31, 2018	As of December 31, 2017
(in millions)		
Non-amortizable intangible assets	\$ 17,868	\$ 17,671
Amortizable intangible assets	2,426	2,386
	<u>20,294</u>	<u>20,057</u>
Accumulated amortization	(1,484)	(1,418)
Intangible assets, net	<u>\$ 18,810</u>	<u>\$ 18,639</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 trademarks, customer-related intangibles, process technology, licenses and non-compete agreements.

Amortization expense for intangible assets was \$44 million for the three months ended March 31, 2018 and March 31, 2017. For the next five years, we currently estimate annual amortization expense of approximately \$178 million for the next three years and approximately \$87 million in years four and five (reflecting March 31, 2018 exchange rates).

Changes in goodwill and intangible assets consisted of:

	Goodwill	Intangible Assets, at cost
(in millions)		
Balance at January 1, 2018	\$ 21,085	\$ 20,057
Currency/other	216	237
Balance at March 31, 2018	<u>\$ 21,301</u>	<u>\$ 20,294</u>

During our 2017 annual testing of non-amortizable intangible assets, we recorded \$70 million of impairment charges in the third quarter of 2017 related to five trademarks recorded across all regions. During that annual review, we identified thirteen brands, including the five impaired trademarks, with \$980 million of aggregate book value as of March 31, 2018 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 continue to not be impaired, but if the product line 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.

**Note 6. Equity Method Investments**

Our investments accounted for under the equity method of accounting totaled \$6,347 million as of March 31, 2018 and \$6,345 million as of December 31, 2017. Our largest investments are in Jacobs Douwe Egberts ("JDE") and Keurig Green Mountain, Inc. ("Keurig").

*JDE:*

As of March 31, 2018, we held a 26.5% voting interest, a 26.4% ownership interest and a 26.2% profit and dividend sharing interest in JDE. We recorded JDE equity earnings of \$46 million and received cash dividends of \$73 million in the first quarter of 2018. In the first quarter of 2017, we recorded JDE equity earnings of \$18 million and received cash dividends of \$49 million.

*Keurig:*

As of March 31, 2018, we held a 24.2% ownership interest in Keurig. We recorded Keurig equity earnings of \$16 million and shareholder loan interest income of \$6 million and we received dividends of \$3 million in the first quarter of 2018. In the first quarter of 2017, we recorded Keurig equity earnings of \$14 million and shareholder loan interest income of \$6 million and we received \$12 million of interest payments on the shareholder loan and \$4 million of dividends.

*Planned Keurig Dr Pepper Transaction:*

On January 29, 2018, Keurig announced that it had entered into a definitive merger agreement with Dr Pepper Snapple Group, Inc. to form Keurig Dr Pepper Inc. ("Keurig Dr Pepper"), contingent upon the successful satisfaction of certain regulatory requirements. Following the close of the merger in mid-2018, we expect our ownership in Keurig Dr Pepper to be 13% -14%. As we will continue to have significant influence over the merged entity, we will account for this investment under the equity method as we have for Keurig, resulting in recognizing our share of their earnings within our earnings and our share of their dividends within our cash flows. We will have the right to nominate two directors to the board of Keurig Dr Pepper and will have certain governance rights over Keurig Dr Pepper following the transaction.

**Note 7. 2014-2018 Restructuring Program**

On May 6, 2014, our Board of Directors approved a \$3.5 billion 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 that now the \$5.7 billion program consists of approximately \$4.1 billion of restructuring program costs (\$3.1 billion cash costs and \$1 billion non-cash costs) and up to \$1.6 billion of capital expenditures. The primary objective of the 2014-2018 Restructuring Program is to reduce our operating cost structure in both our supply chain and overhead costs. The program is intended primarily to cover severance as well as asset disposals and other manufacturing-related one-time costs. Since inception, we have incurred total restructuring and related implementation charges of \$3.4 billion related to the 2014-2018 Restructuring Program. We expect to incur the full \$4.1 billion of program charges by year-end 2018.

*Restructuring Costs:*

We recorded restructuring charges of \$52 million in the three months ended March 31, 2018 and \$157 million in the three months ended March 31, 2017 within asset impairment and exit costs. The 2014-2018 Restructuring Program liability activity for the three months ended March 31, 2018 was:

	Severance and related costs	Asset Write-downs	Total
	(in millions)		
Liability balance, January 1, 2018	\$ 464	\$ —	\$ 464
Charges	28	24	52
Cash spent	(79)	—	(79)
Non-cash settlements/adjustments	(1)	(24)	(25)
Currency	4	—	4
Liability balance, March 31, 2018	<u>\$ 416</u>	<u>\$ —</u>	<u>\$ 416</u>

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We spent \$79 million in the three months ended March 31, 2018 and \$84 million in the three months ended March 31, 2017 in cash severance and related costs. We also recognized non-cash asset write-downs (including accelerated depreciation and asset impairments) and other non-cash adjustments totaling \$25 million in the three months ended March 31, 2018 and \$72 million in the three months ended March 31, 2017. At March 31, 2018, \$372 million of our net restructuring liability was recorded within other current liabilities and \$44 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 2014-2018 Restructuring 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 \$62 million in the three months ended March 31, 2018 and \$54 million in the three months ended March 31, 2017. We recorded these costs within cost of sales and general corporate expense within selling, general and administrative expenses.

*Restructuring and Implementation Costs in Operating Income:*

During the three months ended March 31, 2018 and March 31, 2017, and since inception of the 2014-2018 Restructuring Program, we recorded restructuring and implementation costs within operating income by segment as follows:

	Latin America	AMEA	Europe	North America <sup>(1)</sup>	Corporate <sup>(2)</sup>	Total
	(in millions)					
<b>For the Three Months Ended March 31, 2018</b>						
Restructuring Costs	\$ 24	\$ 6	\$ 7	\$ 12	\$ 3	\$ 52
Implementation Costs	15	12	16	17	2	62
Total	\$ 39	\$ 18	\$ 23	\$ 29	\$ 5	\$ 114
<b>For the Three Months Ended March 31, 2017</b>						
Restructuring Costs	\$ 24	\$ 27	\$ 69	\$ 38	\$ (1)	\$ 157
Implementation Costs	9	8	12	13	12	54
Total	\$ 33	\$ 35	\$ 81	\$ 51	\$ 11	\$ 211
<b>Total Project 2014-2018 <sup>(3)</sup></b>						
Restructuring Costs	\$ 454	\$ 454	\$ 851	\$ 460	\$ 67	\$ 2,286
Implementation Costs	167	141	288	270	223	1,089
Total	\$ 621	\$ 595	\$ 1,139	\$ 730	\$ 290	\$ 3,375

(1) During 2018 and 2017, 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) Includes adjustment for rounding.

(3) Includes all charges recorded since program inception on May 6, 2014 through March 31, 2018.



**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, 2018		As of December 31, 2017	
	Amount Outstanding	Weighted-Average Rate	Amount Outstanding	Weighted-Average Rate
	(in millions)		(in millions)	
Commercial paper	\$ 4,459	2.2%	\$ 3,410	1.7%
Bank loans	320	12.9%	107	11.5%
<b>Total short-term borrowings</b>	<b>\$ 4,779</b>		<b>\$ 3,517</b>	

As of March 31, 2018, commercial paper issued and outstanding had between 2 and 118 days remaining to maturity. Commercial paper borrowings increased since year end primarily as a result of issuances to finance the payment of long-term debt maturities, dividend payments and share repurchases during the year.

Some of our international subsidiaries maintain primarily uncommitted credit lines to meet short-term working capital needs. Collectively, these credit lines amounted to \$1.8 billion at March 31, 2018 and \$2.0 billion at December 31, 2017. Borrowings on these lines were \$320 million at March 31, 2018 and \$107 million at December 31, 2017.

*Borrowing Arrangements:*

On April 2, 2018, in connection with the tender offer described below, we entered into a \$2.0 billion revolving credit agreement for a 364-day senior unsecured credit facility that is scheduled to expire on April 1, 2019. The agreement includes the same terms and conditions as our existing \$4.5 billion multi-year credit facility discussed below. On April 17, 2018, we borrowed \$714 million on this facility to fund the debt tender described below and availability under the facility was reduced to match the borrowed amount.

On February 28, 2018, to supplement our commercial paper program, we entered into a \$1.5 billion revolving credit agreement for a 364-day senior unsecured credit facility that is scheduled to expire on February 27, 2019. The agreement replaces our previous credit agreement that matured on February 28, 2018 and includes the same terms and conditions as our existing \$4.5 billion multi-year credit facility discussed below. As of March 31, 2018, 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. On October 14, 2016, the revolving credit agreement, which was scheduled to expire on October 11, 2018, was extended through October 11, 2021. 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) and the cumulative effects of any changes in accounting principles. At March 31, 2018, we complied with this covenant as our shareholders' equity, as defined by the covenant, was \$36.3 billion. The revolving credit facility agreement 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, 2018, no amounts were drawn on the facility.

*Long-Term Debt:*

On April 17, 2018, we completed a cash tender offer and retired \$570 million of the long-term U.S. dollar debt consisting of:

- \$241 million of our 6.500% notes due in February 2040
- \$97.6 million of our 5.375% notes due in February 2020
- \$75.8 million of our 6.500% notes due in November 2031
- \$72.1 million of our 6.875% notes due in February 2038
- \$42.6 million of our 6.125% notes due in August 2018
- \$29.3 million of our 6.875% notes due in January 2039
- \$11.7 million of our 7.000% notes due in August 2037



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We financed the repurchase of the notes, including the payment of accrued interest and other costs incurred, from the \$2.0 billion revolving credit agreement entered into on April 2, 2018. The related loss on debt extinguishment and related expenses will be finalized in the second quarter of 2018.

On March 2, 2018, we launched an offering of C\$600 million of 3.250% Canadian-dollar denominated notes that mature on March 7, 2025. On March 7, 2018, we received C\$595 million (or \$461 million) of proceeds, net of discounts and underwriting fees, to be used for general corporate purposes. We recorded approximately \$4 million of discounts and deferred financing costs, which will be amortized into interest expense over the life of the notes.

On February 1, 2018, \$478 million of our 6.125% U.S. dollar notes matured. The notes and accrued interest to date were paid with the issuance of commercial paper and cash on hand.

On January 26, 2018, fr250 million (or \$260 million) of our 0.080% Swiss franc notes matured. The notes and accrued interest to date were paid with the issuance of commercial paper and cash on hand.

Our weighted-average interest rate on our total debt was 2.3% as of March 31, 2018, 2.1% as of December 31, 2017 and 2.2% as of December 31, 2016.

*Fair Value of Our Debt:*

The fair value of our short-term borrowings at March 31, 2018 and December 31, 2017 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, 2018, the aggregate fair value of our total debt was \$19,337 million and its carrying value was \$18,788 million. At December 31, 2017, the aggregate fair value of our total debt was \$18,354 million and its carrying value was \$17,652 million.

*Interest and Other Expense, net:*

Interest and other expense, net consisted of:

	For the Three Months Ended March 31,	
	2018	2017
	(in millions)	
Interest expense, debt	\$ 102	\$ 103
Gain related to interest rate swaps	(14)	—
Other (income)/expense, net	(8)	16
Interest and other expense, net	<u>\$ 80</u>	<u>\$ 119</u>

See Note 9, *Financial Instruments*, for information on the gain related to interest rate swaps during the first quarter of 2018.

**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, 2018		As of December 31, 2017	
	Asset Derivatives	Liability Derivatives	Asset Derivatives	Liability Derivatives
(in millions)				
<b>Derivatives designated as accounting hedges:</b>				
Interest rate contracts	\$ 29	\$ 686	\$ 15	\$ 509
Net investment hedge contracts	45	55	—	—
	\$ 74	\$ 741	\$ 15	\$ 509
<b>Derivatives not designated as accounting hedges:</b>				
Currency exchange contracts	\$ 65	\$ 63	\$ 65	\$ 76
Commodity contracts	192	129	84	229
Interest rate contracts	8	5	15	11
	\$ 265	\$ 197	\$ 164	\$ 316
Total fair value	\$ 339	\$ 938	\$ 179	\$ 825

Derivatives designated as accounting hedges include cash flow, fair value and net investment hedge contracts. Derivatives not designated as accounting hedges include our economic hedges. Non-U.S. dollar denominated debt, designated as a hedge of our net investments in non-U.S. operations, is not reflected in the table above, but is included in long-term debt summarized in Note 8, *Debt and Borrowing Arrangements*. 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, 2018			
	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	\$ 2	\$ —	\$ 2	\$ —
Commodity contracts	63	15	48	—
Interest rate contracts	(654)	—	(654)	—
Net investment hedge contracts	(10)	—	(10)	—
Total derivatives	\$ (599)	\$ 15	\$ (614)	\$ —
	As of December 31, 2017			
	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	\$ (11)	\$ —	\$ (11)	\$ —
Commodity contracts	(145)	(138)	(7)	—
Interest rate contracts	(490)	—	(490)	—
Total derivatives	\$ (646)	\$ (138)	\$ (508)	\$ —

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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. Our exchange-traded derivatives are generally subject to master netting arrangements that permit net settlement of transactions with the same counterparty when certain criteria are met, such as in the event of default. We also are required to maintain cash margin accounts in connection with funding the settlement of our open positions, and the margin requirements generally fluctuate daily based on market conditions. We have recorded margin deposits related to our exchange-traded derivatives of \$38 million as of March 31, 2018 and \$171 million as of December 31, 2017 within other current assets. Based on our net asset or liability positions with individual counterparties, in the event of default and immediate net settlement of all of our open positions, for derivatives we have in a net asset position, our counterparties would owe us a total of \$30 million as of March 31, 2018 and \$34 million as of December 31, 2017. As of March 31, 2018, we would have owed \$15 million for derivatives we have in a net liability position and as of December 31, 2017, we had no derivatives in a net liability position.

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.

*Derivative Volume:*

The net notional values of our hedging instruments were:

	Notional Amount	
	As of March 31, 2018	As of December 31, 2017
	(in millions)	
Currency exchange contracts:		
Intercompany loans and forecasted interest payments	\$ 4,279	\$ 7,089
Forecasted transactions	2,243	2,213
Commodity contracts	956	1,204
Interest rate contracts	7,477	6,532
Net investment hedge contracts	6,608	—
Net investment hedge debt:		
Euro notes	3,777	3,679
British pound sterling notes	476	459
Swiss franc notes	1,468	1,694
Canadian dollar notes	465	—

[Table of Contents](#)*Cash Flow Hedges:*

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

	For the Three Months Ended March 31,	
	2018	2017
	(in millions)	
Accumulated (loss)/gain at beginning of period	\$ (113)	\$ (121)
Transfer of realized (gains)/losses in fair value to earnings	(14)	7
Unrealized gain/(loss) in fair value	(32)	11
Accumulated (loss)/gain at end of period	<u>\$ (159)</u>	<u>\$ (103)</u>

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

	For the Three Months Ended March 31,	
	2018	2017
	(in millions)	
Commodity contracts	\$ —	\$ (7)
Interest rate contracts	14	—
Total	<u>\$ 14</u>	<u>\$ (7)</u>

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

	For the Three Months Ended March 31,	
	2018	2017
	(in millions)	
Currency exchange contracts – forecasted transactions	\$ —	\$ (6)
Commodity contracts	—	(1)
Interest rate contracts	(32)	18
Total	<u>\$ (32)</u>	<u>\$ 11</u>

During the three months ended March 31, 2018, we recognized a gain of \$14 million in interest and other expense, net related to certain forward-starting interest rate swaps for which the planned timing of the related forecasted debt was changed.

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:

- cost of sales for currency exchange contracts related to forecasted transactions;
- cost of sales for commodity contracts; and
- interest and other expense, net for interest rate contracts and currency exchange contracts related to intercompany loans.

Based on current market conditions, we would expect to transfer losses of less than \$1 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, 2018, our longest dated cash flow hedges were interest rate swaps that hedge forecasted interest rate payments over the next 5 years and 7 months.

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*Fair Value Hedges:*

Pre-tax gains/(losses) due to changes in fair value of our interest rate swaps and related hedged long-term debt were recorded in interest and other expense, net:

	For the Three Months Ended March 31,	
	2018	2017
	(in millions)	
Borrowings	\$ 1	\$ 4
Derivatives	(1)	(4)
Total	\$ —	\$ —

The carrying amount of our hedged fixed interest rate debt is detailed below and is recorded in the current portion of long-term debt as this debt will mature during the third quarter of 2018.

	As of March 31, 2018	As of December 31, 2017
	(in millions)	
Notional value of borrowings (and related derivatives)	\$ (322)	\$ (801)
Cumulative fair value hedging adjustments	(1)	—
Carrying amount of borrowings	\$ (323)	\$ (801)

*Hedges of Net Investments in International Operations:*

Beginning in the first quarter of 2018, we entered into cross-currency interest rate swaps and forwards with an aggregate notional value of \$6.6 billion to hedge certain of our investments in our non-U.S. operations against adverse movements in exchange rates. The after-tax loss on these net investment hedge contracts was recorded in the cumulative translation adjustment section of other comprehensive income and was \$11 million for the three months ended March 31, 2018. There were no after-tax gains/(losses) reclassified from accumulated other comprehensive earnings/(losses) into net earnings this quarter. We elected to record changes in the fair value of amounts excluded from the assessment of effectiveness in net earnings. Amounts excluded from the assessment of hedge effectiveness were \$17 million for the three months ended March 31, 2018 and were recorded in interest and other expense, net.

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,	
	2018	2017
	(in millions)	
Euro notes	\$ (75)	\$ (29)
British pound sterling notes	(13)	(5)
Swiss franc notes	(26)	(15)
Canadian notes	(2)	—

**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
	2018	2017	
	(in millions)		
<b>Currency exchange contracts:</b>			
Intercompany loans and forecasted interest payments	\$ 7	\$ 2	Interest and other expense, net
Forecasted transactions	(7)	(17)	Cost of sales
Forecasted transactions	(5)	(2)	Interest and other expense, net
Forecasted transactions	(3)	(1)	Selling, general and administrative expenses
Commodity contracts	149	(62)	Cost of sales
<b>Total</b>	<b>\$ 141</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,	
	2018	2017	2018	2017
(in millions)				
Service cost	\$ 12	\$ 12	\$ 38	\$ 39
Interest cost	15	15	52	48
Expected return on plan assets	(22)	(25)	(117)	(104)
<b>Amortization:</b>				
Net loss from experience differences	11	8	42	41
Prior service cost/(benefit)	1	1	—	(1)
Settlement losses and other expenses	7	3	—	1
<b>Net periodic pension cost</b>	<b>\$ 24</b>	<b>\$ 14</b>	<b>\$ 15</b>	<b>\$ 24</b>

For retired employees who elected lump-sum payments in our U.S. plans, we recorded net settlement losses of \$7 million for the three months ended March 31, 2018 and \$3 million for the three months ended March 31, 2017.

**Employer Contributions:**

During the three months ended March 31, 2018, we contributed \$1 million to our U.S. pension plans and \$143 million to our non-U.S. pension plans, including \$107 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, 2018, over the remainder of 2018, we plan to make further contributions of approximately \$38 million to our U.S. plans and approximately \$158 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.

## Postretirement Benefit Plans

Net periodic postretirement health care benefit consisted of the following:

	For the Three Months Ended March 31,	
	2018	2017
	(in millions)	
Service cost	\$ 2	\$ 2
Interest cost	4	4
Amortization:		
Net loss from experience differences	4	3
Prior service credit <sup>(1)</sup>	(10)	(10)
Net periodic postretirement health care benefit	\$ —	\$ (1)

(1) For the three months ended March 31, 2018 and March 31, 2017, amortization of prior service credit included an \$8 million gain related to a change in the eligibility requirement and a change in benefits to Medicare-eligible participants.

## Postemployment Benefit Plans

Net periodic postemployment cost consisted of the following:

	For the Three Months Ended March 31,	
	2018	2017
	(in millions)	
Service cost	\$ 2	\$ 1
Interest cost	1	1
Amortization of net gains	(1)	(1)
Net periodic postemployment cost	\$ 2	\$ 1

## 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, 2018	48,434,655	\$29.92	5 years	\$ 626 million
Annual grant to eligible employees	5,666,530	43.51		
Additional options issued	10,820	43.92		
Total options granted	5,677,350	43.51		
Options exercised <sup>(1)</sup>	(3,520,671)	24.92		\$ 68 million
Options canceled	(282,433)	35.81		
Balance at March 31, 2018	50,308,901	31.77	6 years	\$ 520 million

(1) Cash received from options exercised was \$85 million in the three months ended March 31, 2018. The actual tax benefit realized and recorded in the provision for income taxes for the tax deductions from the option exercises totaled \$8 million in the three months ended March 31, 2018.

*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, 2018	7,669,705		\$39.74	
Annual grant to eligible employees:		Feb 22, 2018		
Performance share units	1,048,770		51.23	
Deferred stock units	788,310		43.51	
Additional shares granted <sup>(1)</sup>	103,743	Various	39.48	
Total shares granted	1,940,823		47.47	\$ 92 million
Vested <sup>(2)</sup>	(2,084,527)		38.28	\$ 80 million
Forfeited <sup>(2)</sup>	(195,028)		38.80	
Balance at March 31, 2018	7,330,973		42.23	

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

(2) Includes performance share units, deferred stock units and historically granted restricted stock. The actual tax benefit realized and recorded in the provision for income taxes for the tax deductions from the shares vested totaled \$4 million in the three months ended March 31, 2018.

(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, 2018, we had repurchased \$13.0 billion of Common Stock pursuant to this authorization. During the three months ended March 31, 2018, we repurchased approximately 11.5 million shares of Common Stock at an average cost of \$43.51 per share, or an aggregate cost of approximately \$0.5 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, 2018, we have \$6.1 billion in remaining share repurchase capacity.

**Note 12. Commitments and Contingencies**

*Legal Proceedings:*

We routinely are involved in legal proceedings, claims and governmental inspections or investigations ("Legal Matters") arising in the ordinary course of our business.

In February 2013 and March 2014, Cadbury India Limited (now known as Mondelez India Foods Private Limited), a subsidiary of Mondelez International, and other parties received show cause notices from the Indian Central Excise Authority (the "Excise Authority") calling upon the parties to demonstrate why the Excise Authority should not collect a total of 3.7 billion Indian rupees (\$57 million as of March 31, 2018) of unpaid excise tax and an equivalent amount of penalties, as well as interest, related to production at the same Indian facility. We contested these demands for unpaid excise taxes, penalties and interest. On March 27, 2015, after several hearings, the Commissioner of the Excise Authority issued an order denying the excise exemption that we claimed for the Indian facility and confirming the Excise Authority's demands for total taxes and penalties in the amount of 5.8 billion Indian rupees (\$90 million as of March 31, 2018). We have appealed this order. In addition, the Excise Authority issued additional show cause notices in February 2015, December 2015 and October 2017 on the same issue but covering the periods January to October 2014, November 2014 to September 2015 and October 2015 to June 2017, respectively. These notices added a total of 4.9 billion Indian rupees (\$75 million as of March 31, 2018) of unpaid excise taxes as well as penalties to be determined up to an amount equivalent to that claimed by the Excise Authority plus interest. With the



implementation of the new Goods and Services Tax in India in July 2017, we will not receive any further show cause notices for additional amounts on this issue. We believe that the decision to claim the excise tax benefit is valid and we are continuing to contest the show cause notices through the administrative and judicial process.

On April 1, 2015, the 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, Eastern Division (the "CFTC action") following its investigation of activities related to the 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 Mondelēz 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 Mondelēz Global from violating specified provisions of the Act; disgorgement of profits; and costs and fees. Additionally, several class action complaints were filed against Kraft Foods Group and Mondelēz Global in the U.S. District Court for the Northern District of Illinois 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 seek class action certification; an unspecified amount for damages, interest and unjust enrichment; costs and fees; and injunctive, declaratory and other unspecified relief. In June 2015, these suits were consolidated in the Northern District of Illinois. 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.

We are a party to various legal proceedings incidental to our business, including those noted above in this section. 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.

*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, 2018, 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.

As part of our 2010 Cadbury acquisition, we became the responsible party for tax matters under a February 2, 2006 dated Deed of Tax Covenant between the Cadbury Schweppes PLC and related entities ("Schweppes") and Black Lion Beverages and related entities. The tax matters included an ongoing transfer pricing case with the Spanish tax authorities related to the Schweppes businesses Cadbury divested prior to our acquisition of Cadbury. During the first quarter of 2017, the Spanish Supreme Court decided the case in our favor. As a result of the final ruling, during the first quarter of 2017, we recorded a favorable earnings impact of \$46 million in selling, general and administrative expenses and \$12 million in interest and other expense, net, for a total pre-tax impact of \$58 million due to the non-cash reversal of Cadbury-related accrued liabilities related to this matter. We recorded a total of \$4 million of income over the third and fourth quarters of 2017 in connection with the related bank guarantee releases.

**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 Mondelēz International. Amounts reclassified from accumulated other comprehensive earnings/(losses) to net earnings (net of tax) were net losses of \$27 million in the three months ended March 31, 2018 and \$43 million in the three months ended March 31, 2017.

	For the Three Months Ended March 31,	
	2018	2017
(in millions)		
<b>Currency Translation Adjustments:</b>		
Balance at beginning of period	\$ (7,741)	\$ (8,914)
Currency translation adjustments	160	512
Tax (expense)/benefit	47	31
Other comprehensive earnings/(losses)	207	543
Less: (earnings)/loss attributable to noncontrolling interests	(15)	(4)
Balance at end of period	(7,549)	(8,375)
<b>Pension and Other Benefit Plans:</b>		
Balance at beginning of period	\$ (2,144)	\$ (2,087)
Net actuarial gain/(loss) arising during period	7	(6)
Tax (expense)/benefit on net actuarial gain/(loss)	—	—
Losses/(gains) reclassified into net earnings:		
Amortization of experience losses and prior service costs <sup>(1)</sup>	47	41
Settlement losses and other expenses <sup>(1)</sup>	7	4
Tax expense/(benefit) on reclassifications <sup>(2)</sup>	(13)	(9)
Currency impact	(54)	(29)
Other comprehensive earnings/(losses)	(6)	1
Balance at end of period	(2,150)	(2,086)
<b>Derivative Cash Flow Hedges:</b>		
Balance at beginning of period	\$ (113)	\$ (121)
Net derivative gains/(losses)	(29)	7
Tax (expense)/benefit on net derivative gain/(loss)	—	5
Losses/(gains) reclassified into net earnings:		
Currency exchange contracts – forecasted transactions <sup>(3)</sup>	—	1
Commodity contracts <sup>(3)</sup>	—	8
Interest rate contracts <sup>(4)</sup>	(18)	—
Tax expense/(benefit) on reclassifications <sup>(2)</sup>	4	(2)
Currency impact	(3)	(1)
Other comprehensive earnings/(losses)	(46)	18
Balance at end of period	(159)	(103)
<b>Accumulated other comprehensive income attributable to Mondelēz International:</b>		
Balance at beginning of period	\$ (9,998)	\$ (11,122)
Total other comprehensive earnings/(losses)	155	562
Less: (earnings)/loss attributable to noncontrolling interests	(15)	(4)
Other comprehensive earnings/(losses) attributable to Mondelēz International	140	558
Balance at end of period	\$ (9,858)	\$ (10,564)

(1) These reclassified losses are included in the components of 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 cost of sales.

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

**Note 14. Income Taxes**

On December 22, 2017, the United States enacted tax reform legislation that included a broad range of business tax provisions, including a reduction in the U.S. federal tax rate from 35% to 21%. In addition to the tax rate reduction, the legislation establishes new provisions that affect our 2018 results, including but not limited to, the creation of a new minimum tax called the base erosion anti-abuse tax (BEAT); a new provision that taxes U.S. allocated expenses (e.g. interest and general administrative expenses) as well as currently taxes certain income from foreign operations (Global Intangible Low-Tax Income, or "GILTI"); a general elimination of U.S. federal income taxes on dividends from foreign subsidiaries; a new limitation on deductible interest expense; the repeal of the domestic manufacturing deduction; and limitations on the deductibility of certain employee compensation.

Certain impacts of the new legislation would have generally required accounting to be completed in the period of enactment, however in response to the complexities of this new legislation, the SEC issued guidance to provide companies with relief. The SEC provided up to a one-year window for companies to finalize the accounting for the impacts of this new legislation and we anticipate finalizing our accounting during 2018. While our accounting for the enactment of the new U.S. tax legislation is not complete, we have recorded an additional \$89 million discrete net tax cost in the three months ended March 31, 2018. This is primarily comprised of an increase to our transition tax liability of \$94 million as a result of additional guidance issued by the Internal Revenue Service and various state taxing authorities, new state legislation enacted during the period and further refinement of various components of the underlying calculations.

As of the first quarter of 2018, our estimated annual effective tax rate for 2018, excluding discrete tax impacts, is 22.5%, reflecting favorable impacts from the mix of pre-tax income in various non-U.S. jurisdictions and the reduction in the U.S. federal tax rate, partially offset by unfavorable provisions within the new U.S. tax reform legislation. Our 2018 first quarter effective tax rate of 26.5% was unfavorably impacted by discrete net tax expense of \$46 million. The discrete net tax expense primarily consisted of \$94 million of additional transition tax liability recognized as an adjustment to the prior provisional estimate, offset by an \$18 million benefit from a pending Argentinean refund claim as well as a \$16 million benefit from the release of uncertain tax positions due to expirations of statutes of limitations and audit settlements in several jurisdictions.

As of the first quarter of 2017, our estimated annual effective tax rate for 2017, excluding discrete tax impacts, was 26.3%, reflecting favorable impacts from the mix of pre-tax income in various non-U.S. tax jurisdictions. Our 2017 first quarter effective tax rate of 21.4% was favorably impacted by net tax benefits from \$36 million of discrete one-time events. The discrete net tax benefits primarily consisted of a \$16 million benefit from release of uncertain tax positions due to expirations of statutes of limitations and audit settlements in several jurisdictions and a \$16 million benefit relating to the U.S. domestic production activities deduction.

**Note 15. Earnings per Share**

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

	For the Three Months Ended March 31,	
	2018	2017
	(in millions, except per share data)	
Net earnings	\$ 944	\$ 633
Noncontrolling interest (earnings)	(6)	(3)
Net earnings attributable to Mondelez International	\$ 938	\$ 630
Weighted-average shares for basic EPS	1,489	1,529
Plus incremental shares from assumed conversions of stock options and long-term incentive plan shares	16	21
Weighted-average shares for diluted EPS	1,505	1,550
Basic earnings per share attributable to Mondelez International	\$ 0.63	\$ 0.41
Diluted earnings per share attributable to Mondelez International	\$ 0.62	\$ 0.41

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We exclude antidilutive Mondelēz International stock options from our calculation of weighted-average shares for diluted EPS. We excluded antidilutive stock options of 7.1 million for the three months ended March 31, 2018 and 6.7 million for the three months ended March 31, 2017.

**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 in 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. 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) and amortization of intangibles 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,	
	2018	2017
	(in millions)	
Net revenues:		
Latin America	\$ 891	\$ 910
AMEA	1,542	1,491
Europe	2,706	2,365
North America	1,626	1,648
Net revenues	<u>\$ 6,765</u>	<u>\$ 6,414</u>
Earnings before income taxes:		
Operating income:		
Latin America	\$ 126	\$ 111
AMEA	228	181
Europe	497	393
North America	275	292
Unrealized gains/(losses) on hedging activities (mark-to-market impacts)	206	(51)
General corporate expenses	(64)	(57)
Amortization of intangibles	(44)	(44)
Operating income	1,224	825
Benefit plan non-service income	13	15
Interest and other expense, net	(80)	(119)
Earnings before income taxes	<u>\$ 1,157</u>	<u>\$ 721</u>

During the first quarter of 2018, in connection with adopting a new pension cost classification accounting standard (see Note 1, *Basis of Presentation*, for additional information), we reclassified certain of our benefit plan component costs other than service costs out of operating income into a new line item, benefit plan non-service income, on our condensed consolidated statements of earnings. As such, we have recast our historical operating income and segment operating income to reflect this reclassification, which had no impact to earnings before income taxes or net earnings.

Items impacting our segment operating results are discussed in Note 1, *Basis of Presentation*, Note 2, *Divestitures and Acquisitions*, Note 4, *Property, Plant and Equipment*, Note 5, *Goodwill and Intangible Assets*, Note 7, *2014-2018 Restructuring Program*, and Note 12, *Commitments and Contingencies*. 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, 2018						
	Latin America	AMEA	Europe	North America	Total	
(in millions)						
Biscuits	\$ 183	\$ 442	\$ 795	\$ 1,333	\$ 2,753	
Chocolate	243	573	1,423	57	2,296	
Gum & Candy	224	235	186	236	881	
Beverages	161	172	28	—	361	
Cheese & Grocery	80	120	274	—	474	
Total net revenues	\$ 891	\$ 1,542	\$ 2,706	\$ 1,626	\$ 6,765	

For the Three Months Ended March 31, 2017 <sup>(1)</sup>						
	Latin America	AMEA	Europe	North America	Total	
(in millions)						
Biscuits	\$ 170	\$ 400	\$ 665	\$ 1,333	\$ 2,568	
Chocolate	259	514	1,209	70	2,052	
Gum & Candy	213	229	193	245	880	
Beverages	193	173	41	—	407	
Cheese & Grocery	75	175	257	—	507	
Total net revenues	\$ 910	\$ 1,491	\$ 2,365	\$ 1,648	\$ 6,414	

(1) During the first quarter of 2018, we realigned some of our products across product categories and as such, we reclassified the product category net revenues on a basis consistent with the 2018 presentation.

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

### Description of the Company

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 have operations in more than 80 countries and sell our products in approximately 160 countries.

We aim to deliver strong, profitable long-term growth by accelerating our core snacks business and expanding the reach of our Power Brands globally. To fuel investments in our Power Brands and global and digital reach, we have been working to optimize our cost structure. These efforts include reinventing our supply chain operations and aggressively managing overhead costs. Through these actions, we're leveraging our brands, platforms and capabilities to drive long-term value and return on investment for our shareholders.

### U.S. Tax Reform

On December 22, 2017, the United States enacted tax reform legislation that included a broad range of business tax provisions, including but not limited to a reduction in the U.S. federal tax rate from 35% to 21% as well as provisions that limit or eliminate various deductions or credits. The legislation also causes U.S. allocated expenses (e.g. interest and general administrative expenses) to be taxed and imposes a new tax on U.S. cross-border payments. Furthermore, the legislation includes a one-time transition tax on accumulated foreign earnings and profits.

Certain impacts of the new legislation would have generally required accounting to be completed in the period of enactment, however in response to the complexities of this new legislation, the SEC issued guidance to provide companies with relief. The SEC provided up to a one-year window for companies to finalize the accounting for the impacts of this new legislation and we anticipate finalizing our accounting during 2018.

While our accounting for the enactment of the new U.S. tax legislation is not complete, we have recorded an additional \$89 million discrete net tax cost in the three months ended March 31, 2018. This is primarily comprised of an increase to our transition tax liability of \$94 million as a result of additional guidance issued by the Internal Revenue Service and various state taxing authorities, new state legislation enacted during the period and further refinement of various components of the underlying calculations. Our estimated annual effective tax rate for 2018 is 22.5%, which includes the new provisions of the legislation that are effective for the 2018 tax year but excludes discrete tax items such as the updates to the transition tax liability and the impacts of audit settlements.

### Summary of Results

- Net revenues increased 5.5% to \$6.8 billion in the first quarter of 2018 as compared to the first quarter of 2017. During the first quarter of 2018, net revenues were positively affected by favorable currency translation as the U.S. dollar weakened against several currencies in which we operate compared to exchange rates in the prior year. Net revenue also grew due to favorable volume/mix, including the shift of Easter-related shipments into the first quarter, and higher net pricing. Net revenue growth was partially offset by the impact of several prior-year business divestitures, which reduced revenues in the first quarter of 2018 as compared to the prior year.
- Organic Net Revenue, a non-GAAP financial measure, increased 2.4% to \$6.4 billion in the first quarter of 2018 as compared to the first quarter of 2017. Organic Net Revenue increased as a result of both favorable volume/mix and higher net pricing than in the first quarter of 2017. Organic Net Revenue is on a constant currency basis and excludes revenue from 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 Mondelēz International increased 51.2% to \$0.62 in the first quarter of 2018 as compared to the first quarter of 2017. Favorable mark-to-market impacts from currency and commodity derivatives, lower interest expense and share repurchases contributed significantly to the increase in diluted EPS.

- Adjusted EPS, a non-GAAP financial measure, increased 19.2% to \$0.62 in the first quarter of 2018 as compared to the first quarter of 2017. On a constant currency basis, Adjusted EPS increased 9.6% to \$0.57 in the first quarter of 2018 as compared to the first quarter of 2017. Lower interest expense and lower shares outstanding were significant drivers of the 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 such as margins internally 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. GAAP financial results. We believe providing investors with the same financial information that we use internally ensures that investors have the same data to make comparisons of our historical operating results, identify trends in our underlying operating results and gain additional insight and transparency on how we evaluate our business. We believe our non-GAAP financial measures should always be considered in relation to our GAAP results, and 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, 2017.

- Market conditions.* Snack category growth improved this quarter while volatility in the global commodity and currency markets continued.
- Brexit and currency volatility.* We continue to monitor the U.K. planned exit from the European Union (Brexit) and its impact on our results as well as currencies at risk of potential highly inflationary accounting, such as the Argentinian peso.
- Collective bargaining agreements.* We continue to renegotiate collective bargaining agreements covering eight U.S. facilities that expired in February 2016. We have made plans to ensure business continuity during the renegotiations.
- U.S. tax reform.* While the 2017 U.S. tax reform reduced the U.S. corporate tax rate and included some beneficial provisions, other provisions could have an adverse effect on our results. Specifically, new provisions that cause U.S. allocated expenses (e.g. interest and general administrative expenses) to be taxed and impose a tax on U.S. cross-border payments could adversely impact our effective tax rate. We continue to evaluate the impacts as additional guidance on implementing the legislation becomes available.
- Net investment hedge contracts.* In 2018, we entered into cross-currency interest rate swaps and forwards with an aggregate notional value of \$6.6 billion to hedge our non-U.S. net investments against adverse movements in exchange rates. We expect a favorable impact as we reduce some of our financing costs and related currency impacts within our interest costs.
- Pending Keurig Dr Pepper transaction.* On January 29, 2018, Keurig announced that it had entered into a definitive merger agreement with Dr Pepper Snapple Group, Inc. to form Keurig Dr Pepper, Inc., contingent upon the successful satisfaction of certain regulatory requirements. We expect the merger to close in mid-2018.

For more information on these items, refer to our *Discussion and Analysis of Historical Results and Commodity Trends* appearing later in this section, as well as Note 1, *Basis of Presentation – Currency Translation and Highly Inflationary Accounting*, Note 6, *Equity Method Investments*, Note 7, *2014-2018 Restructuring Program*, Note 9, *Financial Instruments*, and Note 14, *Income Taxes*.

## 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,	
		2018	2017
(in millions, except percentages)			
<b>2014-2018 Restructuring Program:</b>	Note 7		
Restructuring charges		\$ (52)	\$ (157)
Implementation charges		(62)	(54)
<b>Gain related to interest rate swaps</b>	Note 8 & 9	14	—
<b>CEO transition remuneration <sup>(1)</sup></b>	See (1) below	(4)	—
<b>Divestiture-related costs</b>	Note 2	3	(19)
<b>Mark-to-market gains/(losses) from derivatives</b>	Note 9	206	(51)
<b>Benefits from resolution of tax matters</b>	Note 12	—	58
<b>U.S. tax reform discrete net tax expense <sup>(2)</sup></b>	Note 14	(89)	—
<b>Effective tax rate</b>	Note 14	26.5%	21.4%

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

(2) Refer to Note 14, *Income Taxes*, for more information on the impact of U.S. tax reform.



## Consolidated Results of Operations

The following discussion compares our consolidated results of operations for the three months ended March 31, 2018 and 2017.

### Three Months Ended March 31:

	For the Three Months Ended March 31,		\$ change	% change
	2018	2017		
	(in millions, except per share data)			
Net revenues	\$ 6,765	\$ 6,414	\$ 351	5.5%
Operating income	1,224	825	399	48.4%
Net earnings attributable to Mondelēz International	938	630	308	48.9%
Diluted earnings per share attributable to Mondelēz International	0.62	0.41	0.21	51.2%

**Net Revenues** – Net revenues increased \$351 million (5.5%) to \$6,765 million in the first quarter of 2018, and Organic Net Revenue <sup>(1)</sup> increased \$150 million (2.4%) to \$6,428 million. Power Brands net revenues increased 8.2%, including a favorable currency impact, and Power Brands Organic Net Revenue increased 2.8%. Emerging markets net revenues increased 7.6%, including a favorable currency impact, and emerging markets Organic Net Revenue increased 5.5%. The underlying changes in net revenues and Organic Net Revenue are detailed below:

	2018
<b>Change in net revenues (by percentage point)</b>	
<b>Total change in net revenues</b>	<b>5.5 %</b>
Add back the following items affecting comparability:	
Favorable currency	(5.4)pp
Impact of divestitures	2.3 pp
<b>Total change in Organic Net Revenue <sup>(1)</sup></b>	<b>2.4 %</b>
Favorable volume/mix	1.7 pp
Higher net pricing	0.7 pp

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

Net revenue increase of 5.5% was driven by favorable currency and our underlying Organic Net Revenue growth of 2.4%, partially offset by the impact of divestitures. Favorable currency impacts increased net revenues by \$337 million, due primarily to the strength of several currencies relative to the U.S. dollar, including the euro, British pound sterling, Chinese yuan, Polish zloty, Mexican peso and Indian rupee, partially offset by the strength of the U.S. dollar relative to several other currencies, including the Argentinian peso and Brazilian real. Our underlying Organic Net Revenue growth was driven by favorable volume/mix, including the shift of Easter-related shipments into the first quarter, and higher net pricing. Favorable volume/mix was reflected in Europe and AMEA, partially offset by unfavorable volume/mix in Latin America and North America. Net pricing was up, which includes the benefit of carryover pricing from 2017 as well as the effects of input cost-driven pricing actions taken during the first quarter of 2018. Higher net pricing was reflected in Latin America and AMEA, partially offset by lower net pricing in Europe and North America. The impact of divestitures that occurred in 2017 resulted in a year-over-year decline in net revenues of \$136 million.

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*Operating Income* – Operating income increased \$399 million (48.4%) to \$1,224 million in the first quarter of 2018, Adjusted Operating Income <sup>(1)</sup> increased \$100 million (9.7%) to \$1,133 million and Adjusted Operating Income on a constant currency basis <sup>(1)</sup> increased \$31 million (3.0%) to \$1,064 million due to the following:

	Operating Income	% Change
	(in millions)	
<b>Operating Income for the Three Months Ended March 31, 2017</b>	<b>\$ 825</b>	
2014-2018 Restructuring Program costs <sup>(2)</sup>	211	
Mark-to-market losses from derivatives <sup>(3)</sup>	51	
Acquisition integration costs <sup>(4)</sup>	1	
Divestiture-related costs <sup>(5)</sup>	19	
Operating income from divestitures <sup>(5)</sup>	(27)	
Benefits from resolution of tax matters <sup>(6)</sup>	(46)	
Other/rounding	(1)	
<b>Adjusted Operating Income <sup>(1)</sup> for the Three Months Ended March 31, 2017</b>	<b>\$ 1,033</b>	
Higher net pricing	42	
Higher input costs	(68)	
Favorable volume/mix	14	
Lower selling, general and administrative expenses	20	
VAT-related settlement	21	
Other	2	
<b>Total change in Adjusted Operating Income (constant currency) <sup>(1)</sup></b>	<b>31</b>	<b>3.0%</b>
Favorable currency translation	69	
<b>Total change in Adjusted Operating Income <sup>(1)</sup></b>	<b>100</b>	<b>9.7%</b>
<b>Adjusted Operating Income <sup>(1)</sup> for the Three Months Ended March 31, 2018</b>	<b>\$ 1,133</b>	
2014-2018 Restructuring Program costs <sup>(2)</sup>	(114)	
Mark-to-market gains from derivatives <sup>(3)</sup>	206	
Acquisition integration costs <sup>(4)</sup>	(1)	
Divestiture-related costs <sup>(5)</sup>	3	
CEO transition remuneration	(4)	
Other/rounding	1	
<b>Operating Income for the Three Months Ended March 31, 2018</b>	<b>\$ 1,224</b>	<b>48.4%</b>

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

(2) Refer to Note 7, *2014-2018 Restructuring Program*, for more information.

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

(4) Refer to our Annual Report on Form 10-K for the year ended December 31, 2017 for more information on the acquisition of a biscuit business in Vietnam.

(5) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the 2017 sales of a confectionery business in France, a grocery business in Australia and New Zealand, certain licenses of KHC-owned brands used in our grocery business within our Europe region, sale of one of our equity method investments and sale of a confectionery business in Japan.

(6) Refer to Note 12, *Commitments and Contingencies – Tax Matters*, for more information. Primarily includes the reversal of tax liabilities in connection with the settlement of pre-acquisition Cadbury tax matters.

During the first quarter of 2018, we realized modestly higher net pricing, which was more than offset by increased input costs. Higher net pricing, which included the carryover impact of pricing actions taken in 2017 as well as the effects of input cost-driven pricing actions taken during 2018, was driven by Latin America and AMEA, partially offset by lower net pricing in Europe and North America. The increase in input costs was driven by higher raw material costs, primarily higher dairy and grain costs. Manufacturing costs were essentially flat as productivity was offset by increased costs incurred to recover inventory levels following the June 2017 malware incident and higher freight costs due to increased demand for shipping in North America. Favorable volume/mix was driven by Europe and AMEA, which was partially offset by unfavorable volume/mix in North America and Latin America.

Total selling, general and administrative expenses increased \$44 million from the first quarter of 2017, due to a number of factors noted in the table above, including in part, unfavorable currency impact and a prior-year benefit from the resolution of a tax matter. The increases were partially offset by a value-added tax ("VAT") related settlement in 2018, lower divestiture-related costs and lower implementation costs incurred for the 2014-2018 Restructuring Program. Excluding these factors, selling, general and administrative expenses decreased \$20 million from the first quarter of 2017. The decrease was driven primarily by lower advertising and consumer promotion costs.

We recorded a benefit of \$21 million from a VAT-related settlement in Latin America in the first quarter of 2018. Favorable currency changes increased operating income by \$69 million due primarily to the strength of several currencies relative to the U.S. dollar, including the euro, British pound sterling, Chinese yuan and Polish zloty, partially offset by the strength of the U.S. dollar relative to several currencies, including the Argentinian peso and Brazilian real.

Operating income margin increased from 12.9% in the first quarter of 2017 to 18.1% in the first quarter of 2018. The increase in operating income margin was driven primarily by the year-over-year favorable change in mark-to-market gains/(losses) from currency and commodity hedging activities, lower 2014-2018 Restructuring Program costs, lower divestiture-related costs and an increase in our Adjusted Operating Income margin, partially offset by a prior-year benefit from the resolution of a tax matter and the impact of prior-year divestitures. Adjusted Operating Income margin increased from 16.5% in the first quarter of 2017 to 16.7% in the first quarter of 2018. The increase in Adjusted Operating Income margin was driven primarily by lower advertising and consumer promotion costs and overhead leverage, mostly offset by higher raw material costs.

*Net Earnings and Earnings per Share Attributable to Mondelēz International* – Net earnings attributable to Mondelēz International of \$938 million increased by \$308 million (48.9%) in the first quarter of 2018. Diluted EPS attributable to Mondelēz International was \$0.62 in the first quarter of 2018, up \$0.21 (51.2%) from the first quarter of 2017. Adjusted EPS <sup>(1)</sup> was \$0.62 in the first quarter of 2018, up \$0.10 (19.2%) from the first quarter of 2017. Adjusted EPS on a constant currency basis <sup>(1)</sup> was \$0.57 in the first quarter of 2018, up \$0.05 (9.6%) from the first quarter of 2017.

	<u>Diluted EPS</u>
<b>Diluted EPS Attributable to Mondelēz International for the Three Months Ended March 31, 2017</b>	<b>\$ 0.41</b>
2014-2018 Restructuring Program costs <sup>(2)</sup>	0.10
Mark-to-market losses from derivatives <sup>(2)</sup>	0.03
Acquisition integration costs <sup>(2)</sup>	—
Divestiture-related costs <sup>(2)</sup>	0.01
Net earnings from divestitures <sup>(2)</sup>	(0.01)
Benefits from resolution of tax matters <sup>(2)</sup>	(0.04)
Equity method investee acquisition-related and other adjustments <sup>(3)</sup>	0.02
<b>Adjusted EPS <sup>(1)</sup> for the Three Months Ended March 31, 2017</b>	<b>\$ 0.52</b>
Increase in operations	—
VAT-related settlements	0.01
Increase in equity method investment net earnings	—
Lower interest and other expense, net <sup>(4)</sup>	0.02
Changes in income taxes <sup>(5)</sup>	—
Changes in shares outstanding <sup>(6)</sup>	0.02
<b>Adjusted EPS (constant currency) <sup>(1)</sup> for the Three Months Ended March 31, 2018</b>	<b>\$ 0.57</b>
Favorable currency translation	0.05
<b>Adjusted EPS <sup>(1)</sup> for the Three Months Ended March 31, 2018</b>	<b>\$ 0.62</b>
2014-2018 Restructuring Program costs <sup>(2)</sup>	(0.06)
Mark-to-market gains from derivatives <sup>(2)</sup>	0.12
Acquisition integration costs <sup>(2)</sup>	—
Divestiture-related costs <sup>(2)</sup>	—
CEO transition remuneration <sup>(2)</sup>	—
Gain related to interest rate swaps <sup>(7)</sup>	0.01
U.S. tax reform discrete net tax expense <sup>(8)</sup>	(0.06)
Equity method investee acquisition-related and other adjustments <sup>(3)</sup>	(0.01)
<b>Diluted EPS Attributable to Mondelēz International for the Three Months Ended March 31, 2018</b>	<b>\$ 0.62</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) Includes our proportionate share of unusual or infrequent items, such as acquisition and divestiture-related costs, restructuring program costs and discrete U.S. tax reform impacts recorded by our JDE and Keurig equity method investees.

(4) Excludes the currency impact on interest expense related to our non-U.S. dollar-denominated debt which is included in currency translation.

(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.

(8) Refer to Note 14, *Income Taxes*, for more information on the impact of the U.S. tax reform.

## Results of Operations by Reportable Segment

Our operations and management structure are organized into four reportable 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 in 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,	
	2018	2017
	(in millions)	
Net revenues:		
Latin America	\$ 891	\$ 910
AMEA	1,542	1,491
Europe	2,706	2,365
North America	1,626	1,648
Net revenues	<u>\$ 6,765</u>	<u>\$ 6,414</u>
Earnings before income taxes:		
Operating income:		
Latin America	\$ 126	\$ 111
AMEA	228	181
Europe	497	393
North America	275	292
Unrealized gains/(losses) on hedging activities (mark-to-market impacts)	206	(51)
General corporate expenses	(64)	(57)
Amortization of intangibles	(44)	(44)
Operating income	<u>1,224</u>	<u>825</u>
Benefit plan non-service income	13	15
Interest and other expense, net	(80)	(119)
Earnings before income taxes	<u>\$ 1,157</u>	<u>\$ 721</u>

**Latin America**

	For the Three Months Ended March 31,		\$ change	% change
	2018	2017		
	(in millions)			
Net revenues	\$ 891	\$ 910	\$ (19)	(2.1)%
Segment operating income	126	111	15	13.5 %

**Three Months Ended March 31:**

Net revenues decreased \$19 million (2.1%), due to unfavorable currency (4.3 pp) and unfavorable volume/mix (4.0 pp), partially offset by higher net pricing (6.2 pp). Unfavorable currency impacts were due primarily to the strength of the U.S. dollar relative to the Argentinean peso and Brazilian real, partially offset by the strength of several currencies in the region relative to the U.S. dollar, primarily the Mexican peso. Unfavorable volume/mix, which occurred across most of the region, was largely due to the impact of pricing-related elasticity. Unfavorable volume/mix was driven by declines in refreshment beverages, chocolate and cheese & grocery, partially offset by gains in gum, biscuits and candy. Higher net pricing was reflected across all categories except gum, driven primarily by Argentina, Brazil and Mexico.

Segment operating income increased \$15 million (13.5%), primarily due to higher net pricing, lower manufacturing costs and lower other selling, general and administrative expenses (including a VAT-related settlement). These favorable items were partially offset by unfavorable volume/mix, higher raw material costs, higher costs incurred for the 2014-2018 Restructuring Program and unfavorable currency.

**AMEA**

	For the Three Months Ended March 31,		\$ change	% change
	2018	2017		
	(in millions)			
Net revenues	\$ 1,542	\$ 1,491	\$ 51	3.4%
Segment operating income	228	181	47	26.0%

**Three Months Ended March 31:**

Net revenues increased \$51 million (3.4%), due to favorable currency (4.1 pp), favorable volume/mix (2.5 pp) and higher net pricing (1.1 pp), partially offset by the impact of divestitures (4.3 pp). Favorable currency impacts were due primarily to the strength of several currencies in the region relative to the U.S. dollar, including the Chinese yuan, Indian rupee, Australian dollar and South African rand, partially offset by the strength of the U.S. dollar relative to several currencies in the region, including the Nigerian naira and Philippine peso. Favorable volume/mix, including the shift of Chinese new year and Easter-related shipments into the first quarter, was driven by gains in chocolate, biscuits and gum, partially offset by declines in candy, cheese & grocery and refreshment beverages. Higher net pricing was reflected across all categories except gum. The impact of divestitures, primarily related to the grocery & cheese business in Australia and New Zealand that was divested on July 4, 2017, resulted in a year-over-year decline in net revenues of \$59 million for the first quarter of 2018.

Segment operating income increased \$47 million (26.0%), primarily due to lower advertising and consumer promotion costs, lower costs incurred for the 2014-2018 Restructuring Program, higher net pricing, lower other selling, general and administrative expenses, favorable currency, lower manufacturing costs and favorable volume/mix. These favorable items were partially offset by higher raw material costs and the impact of divestitures.

## Europe

	For the Three Months Ended March 31,		\$ change	% change
	2018	2017		
	(in millions)			
Net revenues	\$ 2,706	\$ 2,365	\$ 341	14.4%
Segment operating income	497	393	104	26.5%

### Three Months Ended March 31:

Net revenues increased \$341 million (14.4%), due to favorable currency (13.6 pp) and favorable volume/mix (5.6 pp), partially offset by the impact of divestitures (3.9 pp) and lower net pricing (0.9 pp). Favorable currency impacts reflected the strength of several currencies relative to the U.S. dollar, primarily the euro, British pound sterling, Polish zloty, Czech koruna and Swedish krona. Favorable volume/mix, including the shift of Easter-related shipments into the first quarter, was driven by chocolate, biscuits and refreshment beverages, partially offset by declines in cheese & grocery, gum and candy. The impact of divestitures, primarily due to the sale of a confectionery business in France, resulted in a year-over-year decline in net revenues of \$77 million for the first quarter of 2018. Lower net pricing was driven by chocolate and biscuits, partially offset by higher net pricing in all other categories.

Segment operating income increased \$104 million (26.5%), primarily due to favorable currency, lower costs incurred for the 2014-2018 Restructuring Program, favorable volume/mix, lower manufacturing costs and lower divestiture-related costs. These favorable items were partially offset by lapping the prior-year benefit from the settlement of a Cadbury tax matter, higher raw material costs, lower net pricing, the impact of divestitures and higher other selling, general and administrative expenses.

## North America

	For the Three Months Ended March 31,		\$ change	% change
	2018	2017		
	(in millions)			
Net revenues	\$ 1,626	\$ 1,648	\$ (22)	(1.3)%
Segment operating income	275	292	(17)	(5.8)%

### Three Months Ended March 31:

Net revenues decreased \$22 million (1.3%), due to unfavorable volume/mix (1.3 pp) and lower net pricing (0.5 pp), partially offset by favorable currency (0.5 pp). Unfavorable volume/mix was driven by declines in gum and chocolate, partially offset by gains in candy and biscuits. Lower net pricing was reflected in biscuits and chocolate, partially offset by higher net pricing in gum and candy. Favorable currency impact was due to the strength of the Canadian dollar relative to the U.S. dollar.

Segment operating income decreased \$17 million (5.8%), primarily due to higher manufacturing costs, unfavorable volume/mix and lower net pricing. These unfavorable items were partially offset by lower costs incurred for the 2014-2018 Restructuring Program, lower advertising and consumer promotion costs, lower raw material costs and lower other selling, general and administrative expenses.

## Liquidity and Capital Resources

We believe that cash from operations, our revolving credit facilities and our authorized long-term financing will provide sufficient liquidity for our working capital needs, planned capital expenditures, future contractual obligations, share repurchases, transition tax liability on our historical accumulated foreign earnings due to the U.S. tax reform and payment of our anticipated quarterly dividends. We continue to utilize our commercial paper program, international credit lines and long-term debt issuances for regular 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.

### *Net Cash Provided by/(Used in) Operating Activities:*

Net cash provided by operating activities was \$407 million in the first quarter of 2018 compared to a use of cash of \$557 million in the first quarter of 2017. The increase in net cash provided by operating activities was due primarily to improved working capital trends, higher net earnings and lower pension contributions in 2018 than in the first quarter of 2017.

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

Net cash used in investing activities was \$274 million in the first quarter of 2018 and \$287 million in the first quarter of 2017. The decrease in net cash used in investing activities primarily relates to lower capital expenditures of \$284 million in the first quarter of 2018 compared to \$306 million in the first quarter of 2017. We continue to make capital expenditures primarily to modernize manufacturing facilities and support new product and productivity initiatives. We expect 2018 capital expenditures to be up to \$1.0 billion, including capital expenditures in connection with our 2014-2018 Restructuring Program. We expect to continue to fund these expenditures from operations.

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

Net cash provided by financing activities was \$229 million in the first quarter of 2018 and \$378 million in the first quarter of 2017. The decrease in net cash provided by financing activities was primarily due to lower net debt issuances and increased share repurchases and dividends.

### *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 quarter of 2018. 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.

During 2016, one of our subsidiaries, Mondelez International Holdings Netherlands B.V. ("MIHN"), issued debt totaling \$4.5 billion. The operations held by MIHN generated approximately 75.9% (or \$5.1 billion) of the \$6.8 billion of consolidated net revenue in the three months ended March 31, 2018. The operations held by MIHN represented approximately 78.1% (or \$20.7 billion) of the \$26.6 billion of net assets as of March 31, 2018 and 75.5% (or \$19.8 billion) of the \$26.2 billion of net assets as of December 31, 2017.

On February 3, 2017, our Board of Directors approved a new \$5 billion long-term financing authority to replace the prior authority. As of March 31, 2018, we had \$4.2 billion of long-term financing authority remaining.

In the next 12 months, we expect approximately \$829 million of long-term debt will mature as follows: £76 million sterling notes (\$107 million as of March 31, 2018) in July 2018, \$322 million in August 2018 and \$400 million in February 2019. We expect to fund these repayments with a combination of cash from operations and the issuance of commercial paper or long-term debt.

Our total debt was \$18.8 billion at March 31, 2018 and \$17.7 billion at December 31, 2017. Our debt-to-capitalization ratio was 0.42 at March 31, 2018 and 0.40 at December 31, 2017. At March 31, 2018, the weighted-average term of our outstanding long-term debt was 6.4 years. Our average daily commercial paper borrowings outstanding were \$4.7 billion in the first quarter of 2018 and \$4.0 billion in the first quarter of 2017. We had commercial paper outstanding totaling \$4.5 billion as of March 31, 2018 and \$3.4 billion as of December 31, 2017. 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*, for more information on our debt and debt covenants.

### **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 2018, the primary drivers of the increase in our aggregate commodity costs were increased costs for dairy, packaging, energy, grains & oils and other raw materials, partially offset by lower costs for cocoa and nuts.

A number of external factors such as 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 slightly higher aggregate cost environment to continue in 2018. 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 2018. There were no other material 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, 2017. We also do not expect a material change in the effect of these arrangements and obligations on our liquidity. See Note 12, *Commitments and Contingencies*, for a discussion of guarantees.

### **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, 2018.

We intend to continue to use a portion of our cash for share repurchases. 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 \$13.5 billion, at a weighted-average cost of \$39.03 per share, through March 31, 2018 (\$0.5 billion in the first three months of 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 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 \$330 million in the first quarter of 2018 and \$292 million in the first quarter of 2017. On August 2, 2017, the Finance Committee, with authorization delegated from our Board of Directors, approved a 16% increase in the quarterly dividend to \$0.22 per common share or \$0.88 per common share on an annualized basis. 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 2018 distributions will be characterized as dividends under U.S. federal income tax rules. The final determination will be made after the 2018 year-end and reflected on an IRS Form 1099-DIV issued in early 2019.

## 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, 2017. 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, 2017. See Note 1, *Basis of Presentation*, for a discussion of the impact of new accounting standards. There were no changes in our accounting policies in the current period that had a material impact on our financial statements.

### *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,” “estimate,” “anticipate,” “deliver,” “drive,” “seek,” “aim,” “potential,” “outlook” and similar expressions are intended to identify our forward-looking statements, including but not limited to statements about: our future performance, including our future revenue growth and margins; price volatility and pricing actions; the cost environment and measures to address increased costs; our tax rate, tax positions, tax proceedings and estimates of the impact of U.S. tax reform on our results; the U.K.'s planned exit from the European Union and its impact on our results; the costs of, timing of expenditures under and completion of our restructuring program; category growth; commodity prices and supply; investments; political and economic conditions and volatility; currency exchange rates, controls and restrictions; our operations in Argentina; potential impacts from changing to highly inflationary accounting in selected countries; overhead costs; the financial impact of the Keurig Dr Pepper transaction and our investment and governance rights in Keurig Dr Pepper following closing of the transaction; the outcome and effects on us of legal proceedings and government investigations; the estimated value of intangible assets; amortization expense for intangible assets; impairment of 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 our use of commercial paper; our risk management program, including the use of financial instruments and the effectiveness of our hedging activities; working capital; capital expenditures and funding; share repurchases; dividends; the characterization of 2018 distributions as dividends; long-term value and return on investment for our shareholders; and our contractual obligations.

These forward-looking statements involve risks and uncertainties, many of which are beyond our control. Important factors that could cause actual results to differ materially from those described in our forward-looking statements include, but are not limited to, 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; competition; acquisitions and divestitures; the restructuring program and our other transformation initiatives not yielding the anticipated benefits; changes in the assumptions on which the restructuring program is based; protection of our reputation and brand image; 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; our ability to innovate and differentiate our products; strategic transactions; the timely and successful closing of the Keurig Dr Pepper transaction and the finalization of the terms of our participation in the transaction; 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; 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 our Power Brands.
  - 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, Belarus, 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.)
  - Our Power Brands include some of our largest global and regional brands such as *Oreo*, *Chips Ahoy!*, *Ritz*, *TUC/Club Social* and *belVita* biscuits; *Cadbury Dairy Milk*, *Milka* and *Lacta* chocolate; *Trident* gum; *Halls* candy; and *Tang* powdered beverages.
- “Adjusted Operating Income” is defined as operating income excluding the impacts of the 2014-2018 Restructuring 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; the operating results of divestitures <sup>(2)</sup>; mark-to-market impacts from commodity and forecasted currency transaction derivative contracts <sup>(5)</sup>; benefits from resolution of tax matters <sup>(6)</sup>; CEO transition remuneration <sup>(7)</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 the 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. tax reform discrete impacts <sup>(8)</sup>. Similarly, within Adjusted EPS, our equity method investment net earnings exclude our proportionate share

of our investees' unusual or infrequent items <sup>(9)</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.
- (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 2014-2018 Restructuring 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 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.
- (6) During 2017, we recorded benefits from the reversal of tax liabilities in connection with the resolution of a Brazilian indirect tax matter and settlement of pre-acquisition Cadbury tax matters. See Note 12, *Commitments and Contingencies – Tax Matters*, and our Annual Report on Form 10-K for the year ended December 31, 2017 for additional information.
- (7) 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.
- (8) On December 22, 2017, the United States enacted tax reform legislation that included a broad range of business tax provisions. As further detailed in Note 14, *Income Taxes*, our accounting for the new legislation is not complete and we have made reasonable estimates for some tax provisions. We exclude the discrete U.S. tax reform impacts from our Adjusted EPS as they do not reflect our ongoing tax obligations under U.S. tax reform.
- (9) 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 Mondelēz 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 and divestitures. 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 Power Brands, and these underlying measures are also reconciled to U.S. GAAP below.

	For the Three Months Ended March 31, 2018			For the Three Months Ended March 31, 2017		
	Emerging Markets	Developed Markets	Total	Emerging Markets	Developed Markets	Total
	(in millions)			(in millions)		
<b>Net Revenue</b>	\$ 2,584	\$ 4,181	\$ 6,765	\$ 2,402	\$ 4,012	\$ 6,414
Impact of currency	(49)	(288)	(337)	—	—	—
Impact of divestitures	—	—	—	—	(136)	(136)
<b>Organic Net Revenue</b>	<b>\$ 2,535</b>	<b>\$ 3,893</b>	<b>\$ 6,428</b>	<b>\$ 2,402</b>	<b>\$ 3,876</b>	<b>\$ 6,278</b>

	For the Three Months Ended March 31, 2018			For the Three Months Ended March 31, 2017 <sup>(1)</sup>		
	Power Brands	Non-Power Brands	Total	Power Brands	Non-Power Brands	Total
	(in millions)			(in millions)		
<b>Net Revenue</b>	\$ 5,137	\$ 1,628	\$ 6,765	\$ 4,747	\$ 1,667	\$ 6,414
Impact of currency	(256)	(81)	(337)	—	—	—
Impact of divestitures	—	—	—	—	(136)	(136)
<b>Organic Net Revenue</b>	<b>\$ 4,881</b>	<b>\$ 1,547</b>	<b>\$ 6,428</b>	<b>\$ 4,747</b>	<b>\$ 1,531</b>	<b>\$ 6,278</b>

- (1) Each year we reevaluate our Power Brands and confirm the brands in which we will continue to make disproportionate investments. As such, we may make changes in our planned investments in primarily regional Power Brands following our annual review cycles. For 2018, we made limited changes to our list of regional Power Brands and as such, we reclassified 2017 Power Brand net revenues on a basis consistent with the current list of Power Brands.

**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 2014-2018 Restructuring Program costs; mark-to-market impacts from commodity and forecasted currency transaction derivative contracts; acquisition integration costs; divestiture-related costs; the operating results of divestitures; the benefits from the resolution of tax matters; 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,		\$ Change	% Change
	2018	2017		
	(in millions)			
<b>Operating Income</b>	<b>\$ 1,224</b>	<b>\$ 825</b>	<b>\$ 399</b>	<b>48.4%</b>
2014-2018 Restructuring Program costs <sup>(1)</sup>	114	211	(97)	
Mark-to-market (gains)/losses from derivatives <sup>(2)</sup>	(206)	51	(257)	
Acquisition integration costs <sup>(3)</sup>	1	1	—	
Divestiture-related costs <sup>(4)</sup>	(3)	19	(22)	
Operating income from divestitures <sup>(4)</sup>	—	(27)	27	
Benefits from resolution of tax matters <sup>(5)</sup>	—	(46)	46	
CEO transition remuneration <sup>(6)</sup>	4	—	4	
Other/rounding	(1)	(1)	—	
<b>Adjusted Operating Income</b>	<b>\$ 1,133</b>	<b>\$ 1,033</b>	<b>\$ 100</b>	<b>9.7%</b>
Impact of favorable currency	(69)	—	(69)	
<b>Adjusted Operating Income (constant currency)</b>	<b>\$ 1,064</b>	<b>\$ 1,033</b>	<b>\$ 31</b>	<b>3.0%</b>

(1) Refer to Note 7, *2014-2018 Restructuring Program*, for more information.

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

(3) Refer to our Annual Report on Form 10-K for the year ended December 31, 2017 for information on the acquisition of a biscuit business in Vietnam.

(4) Refer to Note 2, *Divestitures and Acquisitions*, for more information on the 2017 sales of a confectionery business in France, a grocery business in Australia and New Zealand, certain licenses of KHC-owned brands used in our grocery business within our Europe region, sale of one of our equity method investments and sale of a confectionery business in Japan.

(5) Refer to Note 12, *Commitments and Contingencies – Tax Matters*, for more information on the settlement of pre-acquisition Cadbury tax matters.

(6) 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 Mondelez International” (the most comparable U.S. GAAP financial measure) were to exclude 2014-2018 Restructuring Program costs; mark-to-market impacts from commodity and forecasted currency transaction derivative contracts; acquisition integration costs; divestiture-related costs; net earnings from divestitures; the benefits from the resolution of tax matters; CEO transition remuneration; gain on interest rate swaps; the U.S. tax reform discrete impacts; and our proportionate share of unusual or infrequent items recorded by our JDE and Keurig 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
	2018	2017		
<b>Diluted EPS attributable to Mondelez International</b>	<b>\$ 0.62</b>	<b>\$ 0.41</b>	<b>\$ 0.21</b>	<b>51.2%</b>
2014-2018 Restructuring Program costs <sup>(2)</sup>	0.06	0.10	(0.04)	
Mark-to-market (gains)/losses from derivatives <sup>(2)</sup>	(0.12)	0.03	(0.15)	
Acquisition integration costs <sup>(2)</sup>	—	—	—	
Divestiture-related costs <sup>(2)</sup>	—	0.01	(0.01)	
Net earnings from divestitures <sup>(2)</sup>	—	(0.01)	0.01	
Benefits from resolution of tax matters <sup>(2)</sup>	—	(0.04)	0.04	
CEO transition remuneration <sup>(2)</sup>	—	—	—	
Gain related to interest rate swaps <sup>(3)</sup>	(0.01)	—	(0.01)	
U.S. tax reform discrete net tax expense <sup>(4)</sup>	0.06	—	0.06	
Equity method investee acquisition-related and other adjustments <sup>(5)</sup>	0.01	0.02	(0.01)	
<b>Adjusted EPS</b>	<b>\$ 0.62</b>	<b>\$ 0.52</b>	<b>\$ 0.10</b>	<b>19.2%</b>
Impact of favorable currency	(0.05)	—	(0.05)	
<b>Adjusted EPS (constant currency)</b>	<b>\$ 0.57</b>	<b>\$ 0.52</b>	<b>\$ 0.05</b>	<b>9.6%</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, 2018, taxes for the: 2014-2018 Restructuring Program costs were \$(30) million, mark-to-market gains from derivatives were \$25 million, gain related to interest rate swaps were \$3 million, U.S. tax reform were \$89 million and equity method investee adjustments were \$(2) million.

◦ For the three months ended March 31, 2017, taxes for the: 2014-2018 Restructuring Program costs were \$(48) million, mark-to-market losses from derivatives were \$(3) million, divestiture-related costs were \$(3) million, net earnings from divestitures were \$7 million, benefits from resolution of tax matters were \$0 million and equity method investee 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 more information on our interest rate swaps, which we no longer designate as cash flow hedges.

(4) Refer to Note 14, *Income Taxes*, for more information on the impact of U.S. tax reform.

(5) Includes our proportionate share of unusual or infrequent items, such as acquisition and divestiture-related costs, restructuring program costs and discrete U.S. tax reform impacts recorded by our JDE and Keurig 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. 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, 2018. For additional information on highly inflationary country currencies and the impact of currency policies and recent currency volatility 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. 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, London Interbank Offered Rates (“LIBOR”), Euro Interbank Offered Rate (“EURIBOR”) and commercial paper rates. 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. Our weighted-average interest rate on total debt was 2.3% as of March 31, 2018 and 2.1% as of December 31, 2017. For more information on our 2018 debt activity, see Note 8, *Debt and Borrowing Arrangements*.

See Note 9, *Financial Instruments*, for more information on our 2018 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, 2017.



**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, 2018. Based on this evaluation, the CEO and CFO concluded that our disclosure controls and procedures were effective as of March 31, 2018.

**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, 2018. We continued to work with outsourced partners to further simplify and standardize processes and focus on scalable, transactional processes across all regions. We continued to transition some of our transactional data processing as well as financial and contract management services for a number of countries across all regions to outsourced partners. Pursuant to our service agreements, the controls previously established around these accounting functions will be maintained by our outsourced partners or by us, and they are subject to management’s internal control testing. There were no other changes in our internal control over financial reporting during the quarter ended March 31, 2018, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**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.**

There were no material changes to the risk factors disclosed in our Annual Report on Form 10-K for the year ended December 31, 2017.

**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, 2018 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)</sup>
January 1-31, 2018	2,898,255	\$ 43.56	2,891,800	\$ 6,517,711,835
February 1-28, 2018	5,607,567	42.49	5,070,725	6,296,769,247
March 1-31, 2018	3,534,295	43.37	3,530,026	6,143,678,260
For the Quarter Ended March 31, 2018	<u>12,040,117</u>	43.01	<u>11,492,551</u>	

- (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 restricted and deferred stock that vested, totaling 6,455 shares, 536,842 shares and 4,269 shares for the fiscal months of January, February and March 2018, respectively.
- (2) Our Board of Directors authorized the repurchase of \$13.7 billion of our Common Stock through December 31, 2018. 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*.

**Item 6. Exhibits.**

Exhibit Number	Description
4.1	The Registrant agrees to furnish to the SEC upon request copies of any instruments defining the rights of holders of long-term debt of the Registrant and its consolidated subsidiaries that does not exceed 10 percent of the total assets of the Registrant and its consolidated subsidiaries.
10.1	<a href="#">\$1.5 Billion Revolving Credit Agreement, dated February 28, 2018, by and among Mondelēz International, Inc., the lenders, arrangers and agents 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 1, 2018).</a>
10.2	<a href="#">Form of Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan Non-Qualified Global Stock Option Agreement.+</a>
10.3	<a href="#">Form of Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan Global Long-Term Incentive Grant Agreement.+</a>
10.4	<a href="#">Form of Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan Global Deferred Stock Unit Agreement.+</a>
12.1	<a href="#">Computation of Ratios of Earnings to Fixed Charges.</a>
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>
101.1	The following materials from Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended March 31, 2018 are formatted in XBRL (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.

+ 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/ BRIAN T. GLADDEN

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Brian T. Gladden  
Executive Vice President and  
Chief Financial Officer

May 2, 2018

**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.

Depending upon the withholding method, the Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering applicable minimum statutory withholding amounts or other applicable withholding rates in the Optionee's jurisdiction(s), including maximum applicable rates, 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 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 any employee the right to be retained in the employment of any member of the Mondelēz Group, affect the right of any such employer to terminate any employee, 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 any employee. 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; and
- (n) If the Optionee is providing services outside the United States:
  - i. 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;

- ii. 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
- iii. 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's 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 (other than on a “need to know” basis) and (ii) “tipping” third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. 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.

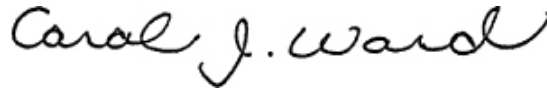


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The Optionee acknowledges that the Optionee has reviewed the Plan, the Award Statement and this Agreement (including any appendices hereto) in their entirety and fully understands their respective provisions. The Optionee agrees to accept as binding, 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.

A handwritten signature in cursive script that reads "Carol J. Ward".

Carol J. Ward  
Vice President and 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 2018. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee 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 Option is granted, 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.

#### 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.

## **NOTIFICATIONS**

**Type of Offering.** Neither the grant of the Option, nor the issuance of shares of Common Stock subject to the grant, constitutes a public offering. The offering of the Plan is a private placement and is not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information.** Following the sale of shares of Common Stock acquired under the Plan and/or the receipt of any dividends paid on such shares of Common Stock, the Optionee may be subject to certain restriction in bringing such funds back to Argentina. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer proceeds into Argentina (*e.g.*, evidence of the sale, proof of the source of funds used to purchase such shares of Common Stock, etc.).

The Optionee must comply with any and all Argentine currency exchange restrictions, approvals and reporting requirements in connection with the exercise of the Option.

**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.

## **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.

Alternatively, if the Optionee receives a payment related to the Plan in Bulgaria in excess of BGN 100,000 (or its equivalent in another currency, *e.g.*, U.S. dollars), the Optionee is required to submit a form with information regarding the source of the income to the bank receiving such payment (for statistical purposes) upon transfer or within 30 days of receipt.

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:

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 Notice and Consent.** 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 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 Common Stock, this ACB may have to be averaged with the ACB of the other shares of Common Stock. It is the Optionee's responsibility to comply with applicable reporting obligations.

## **CHINA**

### **TERMS AND CONDITIONS**

*The following provisions apply to Optionees who are People's Republic of China nationals working in China, as well as to any individuals who are otherwise subject to applicable exchange controls, as determined by the Company:*

**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.



**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.** Investments in assets located outside Colombia (including shares of the Company's Common Stock) are subject to registration with the Central Bank (*Banco de la República*) if the aggregate value of the investments is US\$500,000 or more (as of December 31 of the applicable calendar year). If funds are remitted from Colombia through an authorized local financial institution, the authorized financial institution will automatically register the investment. If the Optionee does not remit funds through an authorized financial institution when exercising his or her Option because a partial cashless exercise method is used (selling only enough shares of Common Stock to cover the Grant Price and any brokerage fees), then the Optionee must register the investment him- or herself if the accumulated financial investments the Optionee holds abroad at the year-end are equal to or exceed the equivalent of US\$500,000. The Optionee must register by filing a Form No. 11 and submitting it to Señores, Banco de la República, Atn: Jefe Sección Inversiones, Departamento de Cambios Internacionales, Carrera 7 No. 14 - 18, Bogotá, Colombia by June 30 of the following year.

If the Optionee uses the cashless sell-all method of exercise, then no registration is required because no funds are remitted from Colombia and no shares are held abroad.

Further, when the Optionee sells or otherwise disposes of the shares of Common Stock (or other investments) held abroad, whether or not the Optionee is required to repatriate funds to Colombia will depend on the source of the funds used for the original investment. If the shares of Common Stock were paid for with funds that were not transacted through Colombian foreign exchange intermediaries (*e.g.*, funds deposited outside of Colombia), the Optionee may choose to keep the resulting sums abroad or to repatriate them to Colombia. If the Optionee chooses to repatriate funds to Colombia and has not registered the investment with *Banco de la República*, the Optionee must file Form No. 5 with *Banco de la República* upon conversion of funds into local currency. If the shares of Common Stock were paid for with funds that were transacted through Colombian foreign exchange intermediaries (*e.g.*, funds were wired from Colombia and registered as a foreign investment), the Optionee must repatriate the proceeds

to Colombia and file Form No. 4 with *Banco de la República* upon conversion of funds into local currency. The Optionee should consult with his or her personal legal advisor to ensure compliance with the applicable requirements.

**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 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.** 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 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***

**Exchange Control Information.** If the Optionee establishes an account holding shares or an account holding cash outside Denmark, he or she must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described below.)

**Securities/Foreign Asset/Account Reporting Information.** If the Optionee holds shares of Common Stock acquired under the Plan in a brokerage account with a broker or bank outside Denmark, he or she is required to inform the Danish Tax Administration about the account. For this purpose, the Optionee must file a Form V (*Erklaering V*) with the Danish Tax Administration. The Optionee must sign and the broker or bank may sign the Form V. By signing the Form V, the broker or bank undertakes an obligation, without further request each year and not later than on February 1 of the year following the calendar year to which the information relates, to forward information to the Danish Tax Administration concerning the shares of Common Stock in the account. In the event that the applicable broker or bank with which the account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Optionee acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage account and shares of Common Stock deposited therein to the Danish Tax Administration as part of his or her annual income tax return. By signing the Form V, the Optionee authorizes the Danish Tax Administration to examine the account.

In addition, if the Optionee opens a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, he or she is also required to inform the Danish Tax Administration about this account. To do so, the Optionee must file a Form K (*Erklaering K*) with the Danish Tax Administration. The Form K must be signed both by the Optionee and by the applicable broker or bank where the account is held, unless an exemption from the broker/bank signature requirement is granted by the Danish Tax Administration. It is possible to seek the exemption on the Form K, which the Optionee can do at the time he or she submits the Form K. By signing the Form K, the broker or bank undertakes an obligation, without further request each year and not later than on February 1 of the year following the calendar year to which the information relates, to forward information to the Danish Tax Administration concerning the content of the deposit account. In the event that the applicable financial institution (broker or bank) with which the account is held, does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Optionee acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account to the Danish Tax Administration as part of the Optionee's annual income tax return. By signing the Form K, the Optionee authorizes the Danish Tax Administration to examine the account.

If the Optionee uses the cashless method of exercise for the Option, the Optionee is not required to file a Form V because he or she will not hold any shares of Common Stock. However, if the Optionee opens a deposit account with a foreign broker or bank to hold the cash proceeds, he or she is required to file a Form K as described above.

## **ECUADOR**

There are no country specific provisions.

## **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**

**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 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.** 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.

## **GHANA**

### **NOTIFICATIONS**

**Exchange Control Information.** Foreign exchange transfers out of Ghana are limited to US\$10,000 annually. The Optionee should consult his or her legal advisor to ensure compliance with current regulations. It is the Optionee's responsibility to comply with Ghana exchange control laws.

## **GREECE**

### **NOTIFICATIONS**

**Exchange Control Information.** If the Optionee exercises the Option through a cash purchase exercise, in order to remit funds out of Greece, the Optionee will need to complete an application form that will be provided to the Optionee by the foreign exchange bank handling the transaction.

If the Optionee exercises the Option by way of a cashless method of exercise, this application will not be required since no funds will be remitted out of Greece.

## **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.*

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

**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 and convert into local currency any cash dividends paid on shares of Common Stock within one-hundred eighty (180) days and all proceeds received from the sale of shares of Common Stock to India within ninety (90) days of receipt, or within such other period of time as may be required under applicable 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 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 Tyas Nugroho, HR Solutions Team Lead, at [tnugroho@mdlz.com](mailto:tnugroho@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 Tyas Nugroho, HR Solutions Team Lead, at [tnugroho@mdlz.com](mailto:tnugroho@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 USD \$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, 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.

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

*The Optionee understands that the Mondelēz Group may hold and process 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 (to the extent permitted under Italian law), passport or other identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Mondelēz Group, details of all Options or other entitlement to shares of Common Stock granted, awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, for the exclusive purpose of implementing, managing and administering the Plan ("Data").*

*The Optionee also understands that providing the Company with Data is necessary for the performance of the Plan and that the Optionee's refusal to provide such 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. The Controller of personal data processing is Mondelēz International, Inc., with registered offices at Three Parkway North, Deerfield, Illinois 60015, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative in Italy is, Mondelēz Italia S.r.L. Via Nizzoli, 3, Milano, Italy 20147.*

*The Optionee understands that Data will not be publicized, but it may be transferred to banks, other financial institutions or brokers involved in the management and administration 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 Data may also be transferred to the Company's stock plan service provider, UBS Financial Services, Inc., or such other administrator that may be engaged by the Company in the future. The Optionee further understands that the Mondelēz Group will transfer Data among themselves as necessary for the purpose of implementing, administering and managing the Optionee's participation in the Plan, and that the Mondelēz Group may further transfer Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom the Optionee may elect to deposit any shares of Common Stock acquired at exercise of the Option. Such recipients may receive, possess, use, retain and transfer Data in electronic or other form, for the purposes of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.*

*The Optionee understands that Data-processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.*



*The processing activity, including communication, the transfer of Data abroad, including outside the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Optionee's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration and management of the Plan, which represents the legal basis for the processing. The Optionee understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Optionee has the right to, including but not limited to, access, delete, update, correct or terminate, for legitimate reason, the Data processing. The Optionee also understands that they have the right to data portability and to lodge a complaint with the Italian supervisory authority. Furthermore, the Optionee is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Optionee's local human resources representative.*

**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 included in 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 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**

**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.*

*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.*

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 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 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 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 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, 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 H. Congreso de la Union 5840, Colonia Tres Estrellas, Mexico City, CP 07820 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 the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) none of the Company or any Parent, 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 H. Congreso de la Union 5840, Colonia Tres Estrellas, Mexico, D.F. 07820 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 la Compañía de forma completamente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni la Compañía o 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 preference 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 with the purpose of rewarding him or her.

### ***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, please refer to the Plan, the Agreement and any other grant documents made available to you by the Company. For more information regarding the Company, please 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**

### ***NOTIFICATIONS***

**Securities Law Information.** This offering is subject to exemption from the requirements of securities registration with the Philippines Securities and Exchange Commission, under Section 10.1(k) of the Philippine Securities Regulation Code.

THE SECURITIES BEING OFFERED OR SOLD HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES REGULATION CODE. ANY FURTHER OFFER OR SALE THEREOF IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

For further information on risk factors impacting the Company’s business that may affect the value of the shares of Common Stock, the Optionee may 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>. In addition, Optionee may receive, free of charge, a copy of the Company’s Annual Report, Quarterly Reports or any other reports, proxy statements or communications distributed to the Company’s stockholders by contacting Office of the Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, Illinois 60015, U.S.A.

The Optionee acknowledges he or she is permitted to dispose or sell shares of Common Stock acquired under the Plan provided the offer and resale of such shares takes place outside the Philippines through the facilities of a stock exchange on which the shares of Common Stock are listed. The shares of Common Stock are currently listed on the Nasdaq Global Select Market in the United States of America.

## **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.

Within a reasonably short time after the sale of shares of Common Stock acquired under the Plan, the cash proceeds must be initially credited to the Optionee through a foreign currency account at an authorized bank in Russia. After the proceeds are initially received in Russia, they may be further remitted to foreign banks subject to the following limitations: (i) the foreign account may be opened only for individuals; (ii) the foreign account may not be used for business activities; and (iii) the Russian tax authorities must be given notice about the opening/closing of each foreign account within one month of the account opening/closing.

As an express statutory exception to this requirement, cash dividends paid on shares of Common Stock can be paid directly into a foreign bank or brokerage account opened with a foreign bank located in Organisation for Economic Cooperation Development (“OECD”) or Financial Action Task Force (“FATF”) countries without first remitting them to a bank account in Russia. Additionally, as of January 1, 2018, cash proceeds from the sale of securities listed on one of the foreign stock exchanges on the list provided for by the Russian Federal law “On the Securities Market” (such as shares of Common Stock acquired under the Plan) can also be paid directly to a foreign bank or brokerage account opened with a bank located in an OECD or FATF country. Other statutory exceptions may apply, and the Optionee should consult with his or her personal legal advisor in this regard.

The Optionee should contact his or her personal advisor before exercising the Option or shares of Common Stock are sold, as significant penalties may apply in the case of non-compliance with exchange control requirements and because such exchange control requirements may change.

**Labor Law Information.** If Optionee continues to hold shares of Common Stock acquired at exercise of the Option after an involuntary termination of Optionee’s employment, 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 account. Russian residents also are required to report (i) the beginning and ending balances in such a foreign bank accounts each year and (ii) transactions related to such foreign accounts during the year to the Russian tax authorities, on or before June 1 of the following year. The tax authorities can require the Optionee to provide appropriate supporting documents related to transactions in a foreign bank account. The Optionee is encouraged to contact his or her personal advisor before remitting proceeds from participation in the Plan to Russia as exchange control requirements may change.

**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, but a report may need to be made of the

acquisition of such Common Stock, the value of the shares of Common Stock at exercise of the Option and, on a quarterly basis, any changes in the value of the shares of Common Stock. Because the exchange control regulations in Serbia may change without notice, the Optionee should consult with his or her personal advisor with respect to all applicable reporting obligations.

## **SINGAPORE**

### **TERMS AND CONDITIONS**

**Transfer Restrictions.** The Optionee understands that if he or she acquires shares of Common Stock under the Plan, the shares are subject to a six-month holding period during which time the Optionee may not sell any shares of Common Stock acquired under the Plan unless such shares have been previously issued, are listed for quotation or quoted on the Singapore Exchange Securities Trading Limited (“SGX-ST”) and are traded on the SGX-ST.

### **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 Securities and Futures Act (Chapter 289, 2006 Ed.) (“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. The Optionee should note that the Option is subject to section 257 of the SFA and the Optionee will not be able to make any subsequent sale of the shares of Common Stock in Singapore, or any offer of such subsequent sale of the shares of Common Stock subject to the Option in Singapore, unless such sale or offer in is made (i) after six months from the Grant Date or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA, or pursuant to, and in accordance with the condition of, any other applicable provisions of the SFA.

**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 agrees to notify the Employer of the amount of any gain realized upon exercise of the Option. If the Optionee fails to advise the Employer of the gain realized upon exercise of the Option, he or she may be liable for a fine. The Optionee will be responsible for paying any difference between the actual tax liability and the amount withheld.

**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.** Exchange control laws require South Korean residents who realize US\$500,000 or more from the sale of shares of Common Stock or the receipt of dividends paid on such shares of Common Stock in a single transaction to repatriate the proceeds to South Korea within three years of receipt. However, this repatriation requirement likely does not apply to the sale of shares of Common Stock and/or the receipt of cash dividends on or after July 18, 2017.

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 1 billion (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, retirement, 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.** The offer of the Option is considered a private offering in Switzerland and is therefore not subject to registration in Switzerland. Neither this document nor any other materials relating to the Option constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, and neither this document nor any other materials relating to the Option may be publicly distributed nor otherwise made publicly available in Switzerland. Neither this document nor any other offering or marketing material relating to the Option have been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).

#### **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\$50,000 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 specifically report the inward remittance to the Bank of Thailand on a foreign exchange transaction form. 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 on the Optionee’s behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Optionee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities 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.

**Exchange Control 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**

**(2018-2020 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 Mondelēz 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) Qualified Performance-Based Compensation. “Qualified Performance-Based Compensation” means any compensation that is intended to constitute “qualified performance-based compensation” as described in Section 162(m)(4)(C) of the Code.
- (j) 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. Except as otherwise provided in paragraph 3(b)(i) and paragraph 5 below, in the case of an LTI Grant that is intended to constitute Qualified Performance-Based Compensation, no Award will be payable unless and until the Committee has certified in writing whether and the extent to which the Performance Goals for the Performance Cycle have been attained.

(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. If the LTI Grant is intended to constitute Qualified Performance-Based Compensation, the Committee shall have the right, in its sole discretion, to reduce the Performance Goal Attainment Factor (resulting in the reduction or elimination (including to zero), but not an increase, in 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. If the LTI Grant is not intended to constitute Qualified Performance-Based Compensation, 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. Anything to the contrary in the foregoing notwithstanding, in no event shall any such reduction or elimination of the amount payable under an LTI Grant contemplated in the foregoing sentences increase the amount payable under an LTI Grant that is intended to constitute Qualified Performance-Based Compensation.

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.

Depending upon the withholding method, the Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering applicable minimum statutory withholding amounts or other applicable withholding rates in the Participant's jurisdiction(s), including maximum applicable 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; and

(i) the following provisions apply only if the Participant is providing services outside the United States:

(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;

(ii) 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

(iii) 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, 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. For LTI Grants that are intended to constitute Qualified Performance-Based Compensation, the Performance Goals, as well as the manner in which the LTI Award Payout is calculated is subject to adjustment as provided in Section 5(d) of the Plan and the Notice. For LTI Grants not intended to constitute Qualified Performance-Based Compensation, 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 (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. 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.

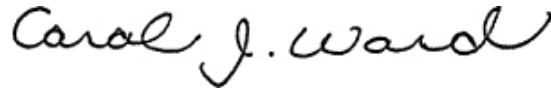
30. Waiver. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Participant or any other participant of the Plan.

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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.

MONDELEZ INTERNATIONAL, INC.

A handwritten signature in cursive script that reads "Carol J. Ward".

Carol J. Ward  
Vice President and 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 2018. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant 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.

#### **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.

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

**Type of Offering.** Neither the LTI Grant nor the issuance of shares of Common Stock thereunder constitutes a public offering. The offering of the Plan is a private placement and is not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information.** Following the sale of shares of Common Stock acquired under the Plan and/or the receipt of any dividends paid on such shares of Common Stock, the Participant may be subject to certain restriction in bringing such funds back to Argentina. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer proceeds into

Argentina (e.g., evidence of the sale, proof of the source of funds used to purchase such shares of Common Stock, etc.).

The Participant must comply with any and all Argentine currency exchange restrictions, approvals and reporting requirements in connection with the LTI Grant.

**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.

## **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.** If the Participant receives a payment related to the Plan in Bulgaria in excess of BGN 100,000 (or its equivalent in another currency, *e.g.*, U.S. dollars), the Participant is required to submit a form with information regarding the source of the income to the bank receiving such payment (for statistical purposes) upon transfer or within 30 days of receipt.

In addition, 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:

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 Notice and Consent.** 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 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. 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 People’s Republic of China nationals working in China, as well as to any individuals who are otherwise subject to applicable exchange controls, as determined by the Company:*

**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.

**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.** Investments in assets located outside Colombia (including shares of the Company's Common Stock) are subject to registration with the Central Bank (Banco de la República) if the aggregate value of the investments is US\$500,000 or more (as of December 31 of the applicable calendar year).

Further, when the Participant sells or otherwise disposes of the shares of Common Stock (or other investments) held abroad, the Participant may choose to keep the resulting sums abroad or to repatriate them to Colombia. If the Participant chooses to repatriate funds to Colombia, the Participant must file Form No. 5 with *Banco de la República* upon conversion of funds into local currency. The Participant should consult with his or her personal legal advisor to ensure compliance with the applicable requirements.

**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.

## **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 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.** 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, 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*

**Exchange Control Information.** If the Participant establishes an account holding shares or an account holding cash outside Denmark, he or she must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described below.)

**Securities/Foreign Asset/Account Reporting Information.** If the Participant holds shares of Common Stock acquired under the Plan in a brokerage account with a broker or bank outside Denmark, he or she is required to inform the Danish Tax Administration about the account. For this purpose, the Participant must file a Form V (Erklaering V) with the Danish Tax Administration. The Participant must sign and the broker or bank may sign the Form V. By signing the Form V, the broker or bank undertakes an obligation, without further request each year and not later than on February 1 of the year following the calendar year to which the information relates, to forward information to the Danish Tax Administration concerning the shares of Common Stock in the account. In the event that the applicable broker or bank with which the account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Participant acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage account and shares of Common Stock deposited therein to the Danish Tax Administration as part of his or her annual income tax return. By signing the Form V, the Participant authorizes the Danish Tax Administration to examine the account.

In addition, if the Participant opens a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, he or she is also required to inform the Danish Tax Administration about this account. To do so, the Participant must file a Form K (Erklaering K) with the Danish Tax Administration. The Form K must be signed both by the Participant and by the applicable broker or bank where the account is held, unless an exemption from the broker/bank signature requirement is granted by the Danish Tax Administration. It is possible to seek the exemption on the Form K, which the Participant can do at the time he or she submits the Form K. By signing the Form K, the broker or bank undertakes an obligation, without further request each year and not later than on February 1 of the year following the calendar year to which the information relates, to forward information to the Danish Tax Administration concerning the content of the deposit account. In the event that the applicable financial institution (broker or bank) with which the account is held, does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Participant acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage or bank account to the Danish Tax Administration as part of the Participant's annual income tax return. By signing the Form K, the Participant authorizes the Danish Tax Administration to examine the account.

## ECUADOR

There are no country specific provisions.

## EGYPT

## **NOTIFICATIONS**

**Exchange Control Information.** If the Participant transfers funds into or out of 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**

**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.

## GHANA

### **NOTIFICATIONS**

**Exchange Control Information.** Foreign exchange transfers out of Ghana are limited to US\$10,000 annually. The Participant should consult his or her legal advisor to ensure compliance with current regulations. It is the Participant's responsibility to comply with Ghana exchange control laws.

## 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 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.*

**Form of Settlement.** The LTI Grant granted to employees resident in Hong Kong shall be paid in shares of Common Stock only.

**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 within one-hundred eighty (180) days and all proceeds received from the sale of shares of Common Stock to India within ninety (90) days of receipt, or within such other period of time as may be required under applicable 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 grant into Bahasa Indonesia can be provided to the Participant upon request to Tyas Nugroho, HR Solutions Team Lead, at [tnugroho@mdlz.com](mailto:tnugroho@mdlz.com). By accepting the grant, the Participant (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 Tyas Nugroho, HR Solutions Team Lead, at [tnugroho@mdlz.com](mailto:tnugroho@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 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 USD \$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**

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

*The Participant understands that the Mondelēz Group may hold and process 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 (to the extent permitted under Italian law), passport or other identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Mondelēz Group, details of all LTI Grants or other entitlement to shares of Common Stock granted, awarded, canceled, exercised, vested, unvested or outstanding in the Participant’s favor, for the exclusive purpose of implementing, managing and administering the Plan (“Data”).*

*The Participant also understands that providing the Company with Data is necessary for the performance of the Plan and that the Participant’s refusal to provide such 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. The Controller of personal data processing is Mondelēz International, Inc., with registered offices at Three Parkway North, Deerfield, Illinois 60015, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative in Italy is, Mondelēz Italia S.r.L. Via Nizzoli, 3, Milano, Italy 20147.*

*The Participant understands that Data will not be publicized, but it may be transferred to banks, other financial institutions or brokers involved in the management and administration of the Plan. The Participant understands that Data may also be transferred to the Company’s stock plan service provider, UBS Financial Services, Inc. or such other administrator that may be engaged by the Company in the future. 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 further understands that the Mondelēz Group will transfer Data among themselves as necessary for the purpose of implementing, administering and managing the Participant’s participation in the Plan, and that the Mondelēz Group may further transfer Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite*

*transfer of Data to a broker or other third party with whom the Participant may elect to deposit any shares of Common Stock acquired at vesting of the LTI Grant. Such recipients may receive, possess, use, retain and transfer Data in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.*

*The Participant understands that Data-processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.*

*The processing activity, including communication, the transfer of Data abroad, including outside the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Participant's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration and management of the Plan, which represents the legal basis for the processing. The Participant understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Participant has the right to, including but not limited to, access, delete, update, correct or terminate, for legitimate reason, the Data processing. The Participant also understands that they have the right to data portability and to lodge a complaint with the Italian supervisory authority. Furthermore, the Participant is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Participant's local human resources representative.*

**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 included in 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**

**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**

**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 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.*

*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.*

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 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 Participant understands that he or she may contact his or her local human resources representative.

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 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, mempunyai, 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 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 H. Congreso de la Union 5840, Colonia Tres Estrellas, Mexico City, CP 07820 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 the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) none of the Company or any Parent, 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 H. Congreso de la Unión 5840, Col. Tres Estrellas, C.P. 07820, Mexico, D.F. 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 la Compañía de forma completamente discrecional; (iii) la participación en el Plan LTI es voluntaria; y (iv) ni la Compañía o 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 preference 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 with the purpose of rewarding him or her.

### **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, please refer to the Plan, the Agreement and any other grant documents made available to you by the Company. For more information regarding the Company, please 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**

### **NOTIFICATIONS**

**Securities Law Information.** This offering is subject to exemption from the requirements of securities registration with the Philippines Securities and Exchange Commission, under Section 10.1 (k) of the Philippine Securities Regulation Code.

THE SECURITIES BEING OFFERED OR SOLD HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES REGULATION CODE. ANY FURTHER OFFER OR SALE THEREOF IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

For further information on risk factors impacting the Company’s business that may affect the value of the shares of Common Stock, the Participant may 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>. In addition, the Participant may receive, free of charge, a copy of the Company’s Annual Report, Quarterly Reports or any other reports, proxy statements or

communications distributed to the Company's stockholders by contacting Office of the Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, Illinois 60015, U.S.A.

The Participant acknowledges he or she is permitted to dispose or sell shares of Common Stock acquired under the Plan provided the offer and resale of such shares takes place outside the Philippines through the facilities of a stock exchange on which the shares of Common Stock are listed. The shares of Common Stock are currently listed on the Nasdaq Global Select Market in the United States of America.

## **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.** Within a reasonably short time after the sale of shares of Common Stock acquired under the Plan, the cash proceeds must be initially credited to the Participant through a foreign currency account at an authorized bank in Russia. After the proceeds are initially received in Russia, they may be further remitted to foreign banks subject to the following limitations: (i) the foreign account may be opened only for individuals; (ii) the foreign account may not be used for business

activities; and (iii) the Russian tax authorities must be given notice about the opening/closing of each foreign account within one month of the account opening/closing. The Participant is strongly advised to contact his or her personal advisor before any LTI Grants vest or shares of Common Stock are sold, as significant penalties may apply in the case of non-compliance with exchange control requirements, and because such exchange control requirements may change.

As an express statutory exception to this requirement, cash dividends paid on shares of Common Stock can be paid directly into a foreign bank or brokerage account opened with a foreign bank located in Organisation for Economic Cooperation Development (“OECD”) or Financial Action Task Force (“FATF”) countries without first remitting them to a bank account in Russia. Additionally, as of January 1, 2018, cash proceeds from the sale of securities listed on one of the foreign stock exchanges on the list provided for by the Russian Federal law “On the Securities Market” (such as shares of Common Stock acquired under the Plan) can also be paid directly to a foreign bank or brokerage account opened with a bank located in an OECD or FATF country. Other statutory exceptions may apply and the Participant should consult with his or her personal legal advisor in this regard.

**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 account. Russian residents also are required to report (i) the beginning and ending balances in such a foreign bank accounts each year and (ii) transactions related to such foreign accounts during the year to the Russian tax authorities, on or before June 1 of the following year. The tax authorities can require the Participant to provide appropriate supporting documents related to transactions in a foreign bank account. The Participant is encouraged to contact his or her personal advisor before remitting proceeds from participation in the Plan to Russia as exchange control requirements may change.

**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 Offers of Securities Regulations 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, but a report may need to be made of the acquisition of such Common Stock, the value of the shares of Common Stock at upon the LTI Award Payout and, on a quarterly basis, any changes in the value of the shares of Common Stock. An exemption from this reporting obligation may apply for the LTI Award Payout on the basis that the shares are acquired for no consideration. Because the exchange control regulations in Serbia may change without notice, the Participant should consult with his or her personal advisor with respect to all applicable reporting obligations.

## **SINGAPORE**

### **TERMS AND CONDITIONS**

**Transfer Restrictions.** The Participant understands that if he or she acquires shares of Common Stock under the Plan, the shares are subject to a six-month holding period during which time the Participant may not sell any shares of Common Stock acquired under the Plan unless such shares have been previously issued, are listed for quotation or quoted on the Singapore Exchange Securities Trading Limited (“SGX-ST”) and are traded on the SGX-ST.

### **NOTIFICATIONS**

**Securities Law Information.** The LTI Grant is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Securities and Futures Act (Chapter 289, 2006 Ed.) (“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. The Participant should note that the LTI Grant is subject to section 257 of the SFA and the Participant will not be able to make any subsequent sale of the shares of Common Stock in Singapore or any offer of such subsequent sale of the shares of Common Stock subject to the LTI Grant in Singapore, unless such sale or offer in is made (i) after six months from the Grant date or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA, or pursuant to, and in accordance with the condition of, any other applicable provisions of the SFA.

**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'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, 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 8 of the Agreement.

By participating in the Plan and receiving the LTI Grant, the Participant agrees to notify the Employer of the amount of any gain realized upon vesting of the LTI Grant. If the Participant fails to advise the Employer of the gain realized upon vesting of the LTI Grant, he or she may be liable for a fine. The Participant will be responsible for paying any difference between the actual tax liability and the amount withheld.

**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***

**Exchange Control Information.** Exchange control laws require South Korean residents who realize US\$500,000 or more from the sale of shares of Common Stock or the receipt of dividends paid on such shares of Common Stock in a single transaction to repatriate the proceeds to South Korea within three years of receipt. However, this repatriation requirement likely does not apply to the sale of shares of Common Stock and/or the receipt of cash dividends on or after July 18, 2017.

**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 1 billion (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, retirement, 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 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.** The offer of the LTI Grant is considered a private offering in Switzerland and is therefore not subject to registration in Switzerland. Neither this document nor any other materials relating to the LTI Grant constitutes a prospectus as such term is understood pursuant to article 652a of the



Swiss Code of Obligations, and neither this document nor any other materials relating to the LTI Grant may be publicly distributed nor otherwise made publicly available in Switzerland. Neither this document nor any other offering or marketing material relating to the LTI Grant have been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).

## **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\$50,000 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 specifically report the inward remittance to the Bank of Thailand on a foreign exchange transaction form. 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 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).

**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***

**Exchange Control 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 Mondelēz 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. 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; (ii) 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 to meet the Tax-Related Items withholding obligation and any hypothetical taxes, except to the extent that such a sale would violate any U.S. federal securities law or other applicable law; and/or (iii) satisfy the Tax-Related Items and any hypothetical taxes arising from the granting or vesting of the Deferred Stock Units, as the case may be, 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.

Depending upon the withholding method, the Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering applicable minimum statutory withholding amounts (in accordance with Section 14(d) of the Plan) or other applicable withholding rates in the Employee’s jurisdiction(s), including maximum applicable rates, 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 Mondelēz 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 Mondelēz 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 Mondelēz 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; and

- (k) if the Employee is providing services outside the United States:
  - i. 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;
  - ii. 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
  - iii. 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 Mondelez 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 Mondelez 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 (other than on a “need to know” basis) and (ii) “tipping” third parties or causing them otherwise to buy or sell securities. Third parties include fellow employees. 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.

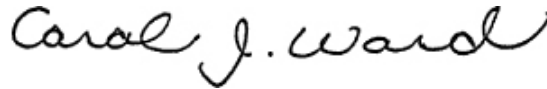


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**The Employee acknowledges that the Employee has reviewed the Plan, the Award Statement and this Agreement (including any appendices hereto) in their entirety and fully understands their respective provisions. The Employee agrees to accept as binding, 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.

MONDELÉZ INTERNATIONAL, INC.

A handwritten signature in cursive script that reads "Carol J. Ward".

Carol J. Ward  
Vice President and 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 2018. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Employee 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 Deferred Stock Units are granted, 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.

#### **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 .

### ***NOTIFICATIONS***

**Type of Offering.** Neither the grant of Deferred Stock Units, nor the issuance of shares of Common Stock subject to the grant, constitutes a public offering. The offering of the Plan is a private placement and is not subject to the supervision of any Argentine governmental authority.

**Exchange Control Information.** Following the sale of shares of Common Stock acquired under the Plan and/or the receipt of any dividends paid on such shares of Common Stock, the Employee may be subject to certain restriction in bringing such funds back to Argentina. The Argentine bank handling the transaction may request certain documentation in connection with the request to transfer proceeds into Argentina (e.g., evidence of the sale, proof of the source of funds used to purchase such shares of Common Stock, etc.).

The Employee must comply with any and all Argentine currency exchange restrictions, approvals and reporting requirements in connection with the vesting of Deferred Stock Units.

**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.

### **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.** If the Employee receives a payment related to the Plan in Bulgaria in excess of BGN 100,000 (or its equivalent in another currency, *e.g.*, U.S. dollars), the Employee is

required to submit a form with information regarding the source of the income to the bank receiving such payment (for statistical purposes) upon transfer or within 30 days of receipt.

In addition, 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:

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 Notice and Consent.** 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 Mondelēz Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Employee 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 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 Common Stock, this ACB may have to be averaged with the ACB of the other shares of Common Stock. 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 Superintendencia de 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 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 SVS, 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 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 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 may 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 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 People’s Republic of China nationals working in China, as well as to any individuals who are otherwise subject to applicable exchange controls, as determined by the Company:*

**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. 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 Mondelez Group and in no event later than six (6) months following the termination of the Employee’s employment or other service relationship with the Mondelez 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.

**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 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.** Investments in assets located outside Colombia (including shares of the Company's Common Stock) are subject to registration with the Central Bank (*Banco de la República*) if the aggregate value of the investments is US\$500,000 or more (as of December 31 of the applicable calendar year).

Further, when the Employee sells or otherwise disposes of the shares of Common Stock (or other investments) held abroad, the Employee may choose to keep the resulting sums abroad or to repatriate them to Colombia. If the Employee chooses to repatriate funds to Colombia, the Employee must file Form No. 5 with *Banco de la República* upon conversion of funds into local currency. The Employee should consult with his or her personal legal advisor to ensure compliance with the applicable requirements.

**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.

## **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, 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***

**Exchange Control Information.** If the Employee establishes an account holding shares or an account holding cash outside Denmark, he or she must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described below.)

**Securities/Foreign Asset/Account Reporting Information.** If the Employee holds shares of Common Stock acquired under the Plan in a brokerage account with a broker or bank outside Denmark, he or she is required to inform the Danish Tax Administration about the account. For this purpose, the Employee must file a Form V (*Erklaering V*) with the Danish Tax Administration. The Employee must sign and the broker or bank may sign the Form V. By signing the Form V, the broker or bank undertakes an obligation, without further request each year and not later than on February 1 of the year following the calendar year to which the information relates, to forward information to the Danish Tax Administration concerning the shares of Common Stock in the account. In the event that the applicable broker or bank with which the account is held does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Employee acknowledges that he or she is solely responsible for providing certain details regarding the foreign brokerage account and shares of Common Stock deposited therein to the Danish Tax Administration as part of his or her annual income tax return. By signing the Form V, the Employee authorizes the Danish Tax Administration to examine the account.

In addition, if the Employee opens a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, he or she is also required to inform the Danish Tax Administration about this account. To do so, the Employee must file a Form K (*Erklaering K*) with the Danish Tax Administration. The Form K must be signed both by the Employee and by the applicable broker or bank where the account is held, unless an exemption from the broker/bank signature requirement is granted by the Danish Tax Administration. It is possible to seek the exemption on the Form K, which the Employee can do at the time he or she submits the Form K. By signing the Form K, the broker or bank undertakes an obligation, without further request each year and not later than on February 1 of the year following the calendar year to which the information relates, to forward information to the Danish Tax Administration concerning the content of the deposit account. In the event that the applicable financial institution (broker or bank) with which the account is held, does not wish to, or, pursuant to the laws of the country in question, is not allowed to assume such obligation to report, the Employee acknowledges that he or she is solely responsible for providing certain details regarding the

foreign brokerage or bank account to the Danish Tax Administration as part of the Employee's annual income tax return. By signing the Form K, the Employee authorizes the Danish Tax Administration to examine the account.

## **ECUADOR**

There are no country specific provisions.

## **EGYPT**

### ***NOTIFICATIONS***

**Exchange Control Information.** If the Employee transfers funds into or out of 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***

**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.

## **GHANA**

### **NOTIFICATIONS**

**Exchange Control Information.** Foreign exchange transfers out of Ghana are limited to US\$10,000 annually. The Employee should consult his or her legal advisor to ensure compliance with current regulations. It is the Employee’s responsibility to comply with Ghana exchange control laws.

## **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 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.*

**Form of Settlement.** Deferred Stock Units granted to employees resident in Hong Kong shall be paid in shares of Common Stock only.

**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 and convert into local currency any cash dividends paid on shares of Common Stock within one-hundred eighty (180) days and all proceeds received from the sale of shares of Common Stock to India within ninety (90) days of receipt, or within such other period of time as may be required under applicable 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 Tyas Nugroho, HR Solutions Team Lead, at [tnugroho@mdlz.com](mailto:tnugroho@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 Tyas Nugroho, HR Solutions Team Lead, at [nugroho@mdlz.com](mailto:nugroho@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 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 USD \$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

**Data Privacy Notice.** The following provision replaces in its entirety paragraph 14 of the Agreement:

*The Employee understands that the Mondelēz Group may hold and process 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 (to the extent permitted under Italian law), passport or other identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Mondelēz Group, details of all Deferred Stock Units or other entitlement to shares of Common Stock granted, awarded, canceled, exercised, vested, unvested or outstanding in the Employee's favor, for the exclusive purpose of implementing, managing and administering the Plan ("Data").*

*The Employee also understands that providing the Company with Data is necessary for the performance of the Plan and that the Employee's refusal to provide such 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. The Controller of personal data processing is Mondelēz International, Inc., with registered offices at Three Parkway North, Deerfield, Illinois 60015, United States of America, and, pursuant to Legislative Decree no. 196/2003, its representative in Italy is, Mondelēz Italia S.r.L. Via Nizzoli, 3, Milano, Italy 20147.*

*The Employee understands that Data will not be publicized, but it may be transferred to banks, other financial institutions or brokers involved in the management and administration 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 Data may also be transferred to the Company's stock plan service provider, UBS Financial Services, Inc., or such other administrator that may be engaged by the Company in the future. The Employee further understands that the Mondelēz Group will transfer Data among themselves as necessary for the purpose of implementing, administering and managing the Employee's participation in the Plan, and that the Mondelēz Group may further transfer Data to third parties assisting the Company in the implementation, administration and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom the Employee may elect to deposit any shares of Common Stock acquired at vesting of the Deferred Stock Units. Such recipients may receive, possess, use, retain and transfer Data in electronic or other form, for the purposes of implementing, administering and managing the Employee's participation in the Plan. The Employee understands that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere. Should the Company exercise its discretion in suspending all necessary legal obligations connected*



*with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.*

*The Employee understands that Data-processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.*

*The processing activity, including communication, the transfer of Data abroad, including outside the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Employee's consent thereto as the processing is necessary to performance of contractual obligations related to implementation, administration and management of the Plan, which represents the legal basis for the processing. The Employee understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Employee has the right to, including but not limited to, access, delete, update, correct or terminate, for legitimate reason, the Data processing. The Employee also understands that they have the right to data portability and to lodge a complaint with the Italian supervisory authority. Furthermore, the Employee is aware that Data will not be used for direct marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Employee's local human resources representative.*

**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 included in 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**

**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**

**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 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.*

*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.*

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 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 Employee understands that he or she may contact his or her local human resources representative.

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 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, mempunya, 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 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 H. Congreso de la Union 5840, Colonia Tres Estrellas, Mexico City, CP 07820 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 the Company on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) none of the Company or any Parent, 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 Mondelez 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 H. Congreso de la Union 5840, Colonia Tres Estrellas, Mexico, D.F. 07820 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 la Compañía de forma completamente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni la Compañía o 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 preference 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 12 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 with the purpose of rewarding him or her.

#### **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, please refer to the Plan, the Agreement and any other grant documents made available to you by the Company. For more information regarding the Company, please 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**

### ***NOTIFICATIONS***

**Securities Law Information.** This offering is subject to exemption from the requirements of securities registration with the Philippines Securities and Exchange Commission, under Section 10.1 (k) of the Philippine Securities Regulation Code.

THE SECURITIES BEING OFFERED OR SOLD HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES REGULATION CODE. ANY FURTHER OFFER OR SALE THEREOF IS SUBJECT TO REGISTRATION REQUIREMENTS UNDER THE CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

For further information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, the Employee may 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>. In addition, the Employee may receive, free of charge, a copy of the Company's Annual Report, Quarterly Reports or any other reports, proxy statements or communications distributed to the Company's stockholders by contacting Office of the Corporate Secretary, Mondelez International, Inc., Three Parkway North, Deerfield, Illinois 60015, U.S.A.

The Employee acknowledges he or she is permitted to dispose or sell shares of Common Stock acquired under the Plan provided the offer and resale of such shares takes place outside the Philippines through the facilities of a stock exchange on which the shares of Common Stock are listed. The shares of Common Stock are currently listed on the Nasdaq Global Select Market in the United States of America.

## **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.** Within a reasonably short time after the sale of shares of Common Stock acquired under the Plan, the cash proceeds must be initially credited to the Employee through a foreign currency account at an authorized bank in Russia. After the proceeds are initially received in Russia, they may be further remitted to foreign banks subject to the following limitations: (i) the foreign account may be opened only for individuals; (ii) the foreign account may not be used for business activities; and (iii) the Russian tax authorities must be given notice about the opening/closing of each foreign account within one month of the account opening/closing.

As an express statutory exception to this requirement, cash dividends paid on shares of Common Stock can be paid directly into a foreign bank or brokerage account opened with a foreign bank located in Organisation for Economic Cooperation Development ("OECD") or Financial Action Task Force ("FATF") countries without first remitting them to a bank account in Russia. Additionally, as of January 1, 2018, cash proceeds from the sale of securities listed on one of the foreign stock exchanges on the list provided for by the Russian Federal law "On the Securities Market" (such as shares of Common Stock acquired under the Plan) can also be paid directly to a foreign bank or brokerage account opened with a bank located in an OECD or FATF country. Other statutory exceptions may apply, and the Employee should consult with his or her personal legal advisor in this regard.

The Employee should contact his or her personal advisor before any Deferred Stock Units vest or shares of Common Stock are sold, as significant penalties may apply in the case of non-compliance with exchange control requirements, and because such exchange control requirements may change.

**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 account. Russian residents also are required to report (i) the beginning and ending balances in such a foreign bank accounts each year and (ii) transactions related to such foreign accounts during the year to the Russian tax authorities, on or before June 1 of the following year. The tax authorities can require the Employee to provide appropriate supporting documents related to transactions in a foreign bank account. The Employee is encouraged to contact his or her personal advisor before remitting proceeds from participation in the Plan to Russia as exchange control requirements may change.

**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 Offers of Securities Regulations 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, but a report may need to be made of the acquisition of such Common Stock, the value of the shares of Common Stock at vesting of the Deferred Stock Units and, on a quarterly basis, any changes in the value of the shares of Common Stock. An

exemption from this reporting obligation may apply for Deferred Stock Units on the basis that the shares are acquired for no consideration. Because the exchange control regulations in Serbia may change without notice, the Employee should consult with his or her personal advisor with respect to all applicable reporting obligations.

## **SINGAPORE**

### **TERMS AND CONDITIONS**

**Transfer Restrictions.** The Employee understands that if he or she acquires shares of Common Stock under the Plan, the shares are subject to a six-month holding period during which time the Employee may not sell any shares of Common Stock acquired under the Plan unless such shares have been previously issued, are listed for quotation or quoted on the Singapore Exchange Securities Trading Limited (“SGX-ST”) and are traded on the SGX-ST.

### **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 Securities and Futures Act (Chapter 289, 2006 Ed.) (“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. The Employee should note that the Deferred Stock Units are subject to section 257 of the SFA and the Employee will not be able to make any subsequent sale of the shares of Common Stock in Singapore, or any offer of such subsequent sale of the shares of Common Stock subject to the Deferred Stock Units in Singapore, unless such sale or offer in is made (i) after six months from the Grant Date or (ii) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA, or pursuant to, and in accordance with the condition of, any other applicable provisions of the SFA.

**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 agrees to notify the Employer of the amount of any gain realized upon vesting of the Deferred Stock Units. If the Employee fails to advise the Employer of the gain realized upon vesting of the Deferred Stock Units, he or she may be liable for a fine. The Employee will be responsible for paying any difference between the actual tax liability and the amount withheld.

**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***

**Exchange Control Information.** Exchange control laws require South Korean residents who realize US\$500,000 or more from the sale of shares of Common Stock or the receipt of dividends paid on such shares of Common Stock in a single transaction to repatriate the proceeds to South Korea within three years of receipt. However, this repatriation requirement likely does not apply to the sale of shares of Common Stock and/or the receipt of cash dividends on or after July 18, 2017.

**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 1 billion (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, retirement, 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 (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 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.** The offer of Deferred Stock Units is considered a private offering in Switzerland and is therefore not subject to registration in Switzerland. Neither this document nor any other materials relating to the Deferred Stock Units constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, and neither this document nor any other materials relating to the Deferred Stock Units may be publicly distributed nor otherwise made publicly available in Switzerland. Neither this document nor any other offering or marketing material relating to



the Deferred Stock Units have been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).

## **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 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 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\$50,000 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 specifically report the inward remittance to the Bank of Thailand on a foreign exchange transaction form. 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 Mondelez 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 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).

**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 on the Employee’s behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities 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***

**Exchange Control 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. and Subsidiaries**  
**Computation of Ratios of Earnings to Fixed Charges**  
(in millions of dollars, except ratio)

		For the Three Months Ended March 31, 2018
Earnings from continuing operations before income taxes	\$	1,157
Add/(Deduct):		
Distributed income from less than 50% owned affiliates		143
Fixed charges		135
Interest capitalized, net of amortization		(1)
Earnings available for fixed charges	\$	1,434
Fixed charges:		
Interest incurred:		
Interest expense <sup>(1)</sup>	\$	111
Capitalized interest		1
		112
Portion of rent expense deemed to represent interest factor		23
Fixed charges	\$	135
Ratio of earnings to fixed charges		10.6

## Notes:

(1) Excludes interest related to uncertain tax positions, which is recorded in our tax provision.

## 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: May 2, 2018

/s/ DIRK VAN DE PUT

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Dirk Van de Put  
Chairman and Chief Executive Officer

## Certifications

I, Brian T. Gladden, 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: May 2, 2018

/s/ BRIAN T. GLADDEN

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Brian T. Gladden  
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, 2018, 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  
May 2, 2018

I, Brian T. Gladden, 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, 2018, 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/ BRIAN T. GLADDEN

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Brian T. Gladden  
Executive Vice President and  
Chief Financial Officer  
May 2, 2018

*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.*