

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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): March 3, 2021**

**MONDELÉZ INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

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

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

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

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

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

**Not Applicable**  
(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Emerging growth company

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

#### **Item 8.01. Other Events.**

On March 3, 2021, we announced and priced an offering (the “Notes Offering”) of €750,000,000 aggregate principal amount of 0.250% Notes due 2028 (the “2028 Notes”), €600,000,000 of 0.750% Notes due 2033 (the “2033 Notes”) and €650,000,000 of 1.375% Notes due 2041 (the “2041 Notes”) and, together with the 2028 Notes and the 2033 Notes, the “Notes”).

In connection with the Notes Offering, on March 3, 2021, we entered into a Terms Agreement in respect of the Notes (the “Terms Agreement”) with Barclays Bank PLC, Goldman Sachs & Co. LLC, HSBC Bank plc and Mizuho International plc, as representatives of the several underwriters named therein (the “Underwriters”), pursuant to which we agreed to issue and sell the Notes to the Underwriters. The provisions of an Amended and Restated Underwriting Agreement dated as of February 28, 2011 (the “Underwriting Agreement”) are incorporated by reference into the Terms Agreement. A copy of the Underwriting Agreement is filed as Exhibit 1.1 and a copy of the Terms Agreement is filed as Exhibit 1.2 to this Current Report.

On March 17, 2021, we issued an aggregate principal amount of \$2.0 billion of the Notes. The Notes were issued pursuant to an Indenture, dated as of March 6, 2015 (the “Indenture”), by and between us and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), as supplemented and modified by the Supplemental Indenture No. 1, dated as of February 13, 2019, by and between us and the Trustee (to change the notice period for redemptions of the Notes and future note offerings) and the Supplemental Indenture No. 2, dated as of April 13, 2020, by and between us and the Trustee (to allow for electronic execution, authentication, delivery and dating of documents under the Indenture), and as further supplemented and modified in respect of the Notes by an officers’ certificate under Section 301 of the Indenture, dated as of March 17, 2021 (the “301 Certificate”). We filed with the Securities and Exchange Commission (the “SEC”) the Indenture together with our Registration Statement (as defined below) on February 28, 2020.

We have filed with the SEC a Prospectus, dated as of February 28, 2020, and a Prospectus Supplement for the Notes, dated as of March 3, 2021, each of which forms a part of our Registration Statement on Form S-3 (Registration No. 333-236787) (the “Registration Statement”) in connection with the offering of the Notes. We are filing the items listed below as exhibits to this Current Report for the purpose of incorporating them as exhibits to the Registration Statement.

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

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

<b>Exhibit Number</b>	<b>Description</b>
1.1	<a href="#"><u>Amended and Restated Underwriting Agreement, dated February 28, 2011 (incorporated by reference to Exhibit 1.1 to Kraft Foods Inc.'s Registration Statement on Form S-3 filed with the SEC on February 28, 2011).</u></a>
1.2	<a href="#"><u>Terms Agreement for Notes among Mondelēz International, Inc. and Barclays Bank PLC, Goldman Sachs &amp; Co. LLC, HSBC Bank plc and Mizuho International plc, as representatives of the several underwriters named therein, dated March 3, 2021.</u></a>
4.1	<a href="#"><u>Indenture (incorporated by reference to Exhibit 4.4 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2016, filed with the SEC on February 24, 2017).</u></a>
4.2	<a href="#"><u>Supplemental Indenture No. 1, dated February 13, 2019, between Mondelēz International, Inc. and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K dated February 13, 2019, filed with the SEC on February 13, 2019).</u></a>
4.3	<a href="#"><u>Supplemental Indenture No. 2, dated April 13, 2020, between Mondelēz International, Inc. and Deutsche Bank Trust Company Americas (incorporated by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K dated April 13, 2020, filed with the SEC on April 13, 2020).</u></a>
4.4	<a href="#"><u>301 Certificate</u></a>
4.5	<a href="#"><u>Specimen of 2028 Notes (included in the 301 Certificate filed as Exhibit 4.4 hereto)</u></a>
4.6	<a href="#"><u>Specimen of 2033 Notes (included in the 301 Certificate filed as Exhibit 4.4 hereto)</u></a>
4.7	<a href="#"><u>Specimen of 2041 Notes (included in the 301 Certificate filed as Exhibit 4.4 hereto)</u></a>
5.1	<a href="#"><u>Opinion of Gibson, Dunn &amp; Crutcher LLP, dated March 17, 2020</u></a>
5.2	<a href="#"><u>Opinion of Hunton Andrews Kurth LLP, dated March 17, 2020</u></a>
23.1	<a href="#"><u>Consent of Gibson, Dunn &amp; Crutcher LLP (included in Exhibit 5.1 hereto)</u></a>
23.2	<a href="#"><u>Consent of Hunton Andrews Kurth LLP (included in Exhibit 5.2 hereto)</u></a>
104	The cover page from Mondelēz International, Inc.'s Current Report on Form 8-K, formatted in Inline XBRL (included as Exhibit 101).

**SIGNATURES**

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

**MONDELÉZ INTERNATIONAL, INC.**

By: /s/ Ellen M. Smith

Name: Ellen M. Smith

Title: Senior Vice President and Chief Counsel,  
Corporate Secretary

Date: March 17, 2021

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

**Debt Securities**

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

March 3, 2021

To: The Representatives of the Underwriters identified herein

Ladies and Gentlemen:

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

**OFFERED SECURITIES**

**Title:**

0.250% Notes due 2028 (the “**2028 Notes**”).

0.750% Notes due 2033 (the “**2033 Notes**”).

1.375% Notes due 2041 (the “**2041 Notes**” and, together with the 2028 Notes and the 2033 Notes, the “**Notes**”).

**Principal Amount:**

€750,000,000 aggregate principal amount of 2028 Notes.

€600,000,000 aggregate principal amount of 2033 Notes.

€650,000,000 aggregate principal amount of 2041 Notes.

**Interest:**

Interest on the 2028 Notes is payable annually on March 17 of each year, commencing March 17, 2022 until the Maturity Date. The 2028 Notes will bear interest at the rate of 0.250% per annum.

Interest on the 2033 Notes is payable annually on March 17 of each year, commencing March 17, 2022 until the Maturity Date. The 2033 Notes will bear interest at the rate of 0.750% per annum.

Interest on the 2041 Notes is payable annually on March 17 of each year, commencing March 17, 2022 until the Maturity Date. The 2041 Notes will bear interest at the rate of 1.375% per annum.

Interest on each series of Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on such series of Notes (or March 17, 2021 if no interest has been paid on such series of Notes), to but excluding the next scheduled interest payment date, i.e. the Actual/Actual (ICMA) payment convention as defined in the rulebook of the International Capital Market Association.

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

**Maturity Date:**

The 2028 Notes will mature on March 17, 2028.

The 2033 Notes will mature on March 17, 2033.

The 2041 Notes will mature on March 17, 2041.

**Currency of Denomination:**

The Notes will be denominated in euro (€).

**Currency of Payment:**

All payments of interest and principal, including payments made upon any redemption of the Notes, will be made in euro (€).

Under certain circumstances, payments in respect of the Notes will be made in U.S. dollars, as described under the caption “Description of Notes — Issuance in Euro” in the Pricing Prospectus. Any payments in respect of the Notes so made in U.S. dollars will not constitute an event of default under the terms of the Notes.

**Form and Denomination:**

The Notes will be issued only in registered form and deposited in global form with a common depository for Clearstream Banking, *société anonyme* (“**Clearstream**”) and Euroclear Bank S.A./N.V. (“**Euroclear**”) in minimum denominations of €100,000 in principal amount and integral multiples of €1,000 in excess thereof.

**Change of Control:**

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

**Optional Redemption:**

Prior to the Applicable Par Call Date (as defined below), the Company may, at its option, redeem the 2028 Notes, the 2033 Notes and the 2041 Notes, in whole at any time or in part from time to time, at the redemption prices described under the caption “Description of Notes—Optional Redemption” in the Pricing Prospectus.

On or after the Applicable Par Call Date, the Company may, at its option, redeem the 2028 Notes, the 2033 Notes and the 2041 Notes, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of such Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

“**Applicable Par Call Date**” means (i) with respect to the 2028 Notes, December 17, 2027

(the date that is three months prior to the scheduled maturity date for the 2028 Notes), (ii) with respect to the 2033 Notes, December 17, 2032 (the date that is three months prior to the scheduled maturity for the 2033 Notes) and (iii) with respect to the 2041 Notes, December 17, 2040 (the date that is three months prior to the scheduled maturity date for the 2041 Notes).

**Redemption for Tax Reasons:**

The Company may redeem all, but not part, of the Notes of a series upon the occurrence of specified tax events described under the caption “Description of Notes—Redemption for Tax Reasons” in the Pricing Prospectus.

**Conversion Provisions:**

None.

**Sinking Fund:**

None.

**Listing:**

Nasdaq.

**Payment of Additional Amounts:**

In addition, the Company shall pay additional amounts to holders as and to the extent set forth under the caption “Description of Notes—Payment of Additional Amounts” in the Pricing Prospectus.

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**Purchase Price:**

99.267% of the principal amount of the 2028 Notes, plus accrued interest, if any, from March 17, 2021.

98.704% of the principal amount of the 2033 Notes, plus accrued interest, if any, from March 17, 2021.

98.685% of the principal amount of the 2041 Notes, plus accrued interest, if any, from March 17, 2021.

**Expected Reoffering Price:**

99.592% of the principal amount of the 2028 Notes, plus accrued interest, if any, from March 17, 2021.

99.079% of the principal amount of the 2033 Notes, plus accrued interest, if any, from March 17, 2021.

99.135% of the principal amount of the 2041 Notes, plus accrued interest, if any, from March 17, 2021.

**OTHER MATTERS****Closing:**

On or before 2:00 p.m., Brussels time, on March 17, 2021, whereby payment to the Company is effected by the common depositary for Clearstream and Euroclear on behalf of the Underwriters against delivery of the Notes, which will be delivered to the nominated account for and on behalf of the Underwriters through Clearstream and Euroclear.

**Settlement and Trading:**

Registered form only via Clearstream or Euroclear.

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

Barclays Bank PLC  
5 The North Colonnade, Canary Wharf  
London, E14 4BB, UK

Goldman Sachs & Co. LLC  
200 West Street  
New York, New York 10282

HSBC Bank plc  
8 Canada Square  
London, E14 5HQ, UK

Mizuho International plc  
Mizuho House, 30 Old Bailey  
London EC4M 7AU, UK

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

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

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

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

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

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

"(x) Except as otherwise disclosed in the Pricing Prospectus and the Prospectus, (i) to the knowledge of the Company after due inquiry, neither the Company nor any of its subsidiaries nor any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons (A) of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention

of the FCPA; (B) the U.K. Bribery Act 2010 (the “Bribery Act”); or (C) any other applicable anti-bribery or corruption law of any jurisdiction and (ii) the Company, its subsidiaries and, to the knowledge of the Company after due inquiry, its affiliates have conducted and will continue to conduct their businesses in compliance in all material respects with the FCPA, the Bribery Act and other applicable anti-bribery and corruption laws, and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.”

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

“(z) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is an individual or entity (“Person”) currently the target of any sanctions (each, a “Sanctions Target”), or owned 50% or more or otherwise controlled by, or acting on behalf of one or more Persons subject to or the target of any sanctions, including, without limitation, sanctions enforced by the United States Government such as the U.S. Department of the Treasury’s Office of Foreign Assets Control, as well as sanctions enforced by the United Nations Security Council, the European Union, or Her Majesty’s Treasury (collectively, “Sanctions”); nor is the Company or any of its subsidiaries located, organized, or resident in a country or territory that is the subject of comprehensive Sanctions; and, except as permitted by a competent government agency or department, pursuant to license, regulatory exemption or other applicable provision of law, the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute, or otherwise make available such proceeds to any subsidiaries, joint venture partners, or other Person, (i) for the purpose of funding or facilitating any activities of or business with any Person that, at the time of such funding or facilitation, is a Sanctions Target, (ii) for the purpose of funding or facilitating any activities of or business in any country or territory that is the subject of comprehensive Sanctions, or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. This representation, warranty and undertaking is made if and to the extent that making it does not result in a violation of Council Regulation (EC) No. 2271/96 of 22 November 1996 or such regulations as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “UK Blocking Regulation”), or any law, regulation or order implementing the UK Blocking Regulation, or any applicable anti-boycott laws or regulations.”

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

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

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

(8) Notwithstanding anything in Section 4(h) of the Underwriting Agreement to the contrary, the Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company’s counsel and accountants in connection with the registration of the Offered Securities under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Base Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus, the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) any fees charged by securities rating services for rating the Offered Securities; (iii) the cost of preparing the Securities; (iv) the fees and expenses of the Trustee and any paying agent or sub-paying agent (the “**Paying Agent**”) and any agent of the Trustee or the Paying Agent and the fees and disbursements of counsel for the Trustee and the Paying Agent in connection with the Indenture and the Securities; and (v) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this paragraph, and Sections 6 and 8 of the Underwriting Agreement, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel and any advertising expenses connected with any offers they may make.

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

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

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

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

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

For purposes of the Underwriting Agreement, the “Applicable Time” shall be 3:30 p.m. (London time) on March 3, 2021.

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

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

The Underwriters agree as between themselves that they will be bound by and will comply with the International Capital Markets Association Agreement Among Managers Version 1 / New York Law Schedule (the “**Agreement Among Managers**”) as amended in the manner set out below. For purposes of the Agreement Among Managers, “Managers” means the Underwriters, “Lead Manager” means the Representatives, “Settlement Lead Manager” means Mizuho International plc, “Stabilising Manager” means Mizuho International plc and “Subscription Agreement” means the Underwriting Agreement. Clause 3 of the Agreement Among Managers shall be deleted in its entirety and replaced with Section 7 of the Underwriting Agreement. For the avoidance of doubt, Section 7 of the Underwriting Agreement is subject to the terms and conditions of the Agreement Among Managers other than Clause 3 thereof. Notwithstanding the foregoing, the Underwriters shall pay their own expenses in accordance with the amount of Offered Securities purchased by such Underwriter as set forth on Schedule A, including the fees and disbursements of their counsel.

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

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

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

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

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

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

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

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

**Recognition of EU Bail-In Powers:**

Notwithstanding, and to the exclusion of, any other term of this Agreement or any other agreements, arrangements, or understandings among the parties hereto, each of the Company and the Underwriters acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Power by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

(1) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of each Covered Underwriter to the Company under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon; (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant Covered Underwriter or another person, and the issue to or conferral on the Company of such shares, securities or obligations; (iii) the cancellation of the BRRD Liability; or (iv) the amendment or alteration of any interest, if applicable, thereon, or the dates on which any payments are due, including by suspending payment for a temporary period;

(2) the variation of the terms of this Agreement as they relate to any BRRD Liability of a Covered Underwriter, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of the Bail-in Powers by the Relevant Resolution Authority.

For the purposes of this subsection,

“**Bail-in Legislation**” means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time”

“**Bail-in Powers**” means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation.

“**BRRD**” means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

“**BRRD Liability**” means a liability in respect of which the relevant Write Down and Conversion Power in the applicable Bail-in Legislation may be exercised.

“**Covered Underwriter**” means any Underwriter subject to the Bail-In Legislation.

“**EU Bail-in Legislation Schedule**” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <http://www.lma.eu.com/documents-guidelines/eu-bail-legislation-schedule>.

“**Relevant Resolution Authority**” means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant Covered Underwriter.

**U.K. Bail-in Legislation:**

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between the Underwriters and the Company, the Company acknowledges and accepts that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority, and acknowledges, accepts, and agrees to be bound by:

(1) the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of the Underwriters to the Company under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

- (a) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

(b) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the Underwriters or another person, and the issue to or conferral on the Issuer of such shares, securities or obligations;

(c) the cancellation of the UK Bail-in Liability;

(d) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period;

(2) the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

For the purpose of this subsection, (1) “**UK Bail-in Legislation**” means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings); (2) “**UK Bail-in Powers**” means the powers under the UK Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it to suspend any obligation in respect of that liability; and (3) “**UK Bail-in Liability**” means a liability in respect of which the UK Bail-in Powers may be exercised.

#### **Co-Manufacturer Acknowledgement:**

(A) Solely for the purposes of the requirements of 3.2.7R of the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) regarding the mutual responsibilities of manufacturers under the UK MiFIR Product Governance Rules:

(i) each of Barclays Bank PLC, HSBC Bank plc and Mizuho International plc (each a “**UK Manufacturer**” and together the “**UK Manufacturers**”) acknowledges to each other UK Manufacturer that it understands the responsibilities conferred upon it under the UK MiFIR Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Notes and the related information set out in the Prospectus and announcements in connection with the Notes; and

(ii) the Company and the Underwriters (other than those not subject to the UK MiFIR Product Governance Rules) notes the application of the UK MiFIR Product Governance Rules and acknowledges the target market and distribution channels identified as applying to the Notes by the UK Manufacturers and the related information set out in the Prospectus and announcements in connection with the Notes.

(B) Solely for the purposes of the requirements of Article 9(8) of the MiFID Product Governance rules under EU Delegated Directive 2017/593, as amended (the “**Product Governance Rules**”) regarding the mutual responsibilities of manufacturers under the Product Governance Rules:

(i) each of Goldman Sachs & Co. LLC and Société Générale (each a “**Manufacturer**” and together the “**Manufacturers**”) acknowledges to each other Manufacturer that it understands the responsibilities conferred upon it under the Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Notes and the related information set out in the Prospectus and any announcements in connection with the Notes; and

(ii) the Company and the Underwriters (other than those not subject to the Product Governance Rules) note the application of the Product Governance Rules and acknowledge the target market and distribution channels identified as applying to the Notes by the Manufacturers and the related information set out in the Prospectus and any announcements in connection with the Notes.

*(Remainder of page intentionally left blank)*

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

Very truly yours,

MONDELEZ INTERNATIONAL, INC.

By: /s/ Michael A. Call

Name: Michael A. Call

Title: Vice President and Treasurer

SIGNATURE PAGE TO TERMS AGREEMENT

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

BARCLAYS BANK PLC

By: /s/ Barbara Mariniello  
Name: Barbara Mariniello  
Title: Managing Director

GOLDMAN SACHS & CO. LLC

By: /s/ Sam Chaffin  
Name: Sam Chaffin  
Title: Vice President

HSBC BANK PLC

By: /s/ Karl Allen  
Name: Karl Allen  
Title: Associate General Counsel

MIZUHO INTERNATIONAL PLC

By: /s/ Manabu Shibuya  
Name: Manabu Shibuya  
Title: Executive Director

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

SIGNATURE PAGE TO TERMS AGREEMENT

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

BNP PARIBAS

By: /s/ Hugh Pryse Davies  
Name: Hugh Pryse Davies  
Title: Authorised Signatory

By: /s/ Benedict Foster  
Name: Benedict Foster  
Title: Authorised Signatory

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

CREDIT SUISSE SECURITIES (EUROPE) LIMITED

By: /s/ Dhiren Shah

Name: Dhiren Shah

Title: Managing Director

By: /s/ David Anthony

Name: David Anthony

Title: Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Ritu Kektar

Name: Ritu Kektar

Title: Managing Director

By: /s/ John McCabe

Name: John McCabe

Title: Managing Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

MUFG SECURITIES EMEA PLC

By: /s/ Coina Painter

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Name: Coina Painter

Title: Authorised Signatory

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

SOCIÉTÉ GÉNÉRALE

By: /s/ Michael Shapiro

Name: Michael Shapiro

Title: Head of Debt Capital Markets, Americas

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By: /s/ Alvaro Solis

Name: Alvaro Solis

Title: Managing Director

By: /s/ Leticia Arroyo

Name: Leticia Arroyo

Title: Senior Analyst

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

BANCO SANTANDER, S.A.

By: /s/ Nasri Touati

Name: Nasri Touati

Title: Associate

By: /s/ Matthias Dhaene

Name: Matthias Dhaene

Title: Executive Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

COMMERZBANK AKTIENGESELLSCHAFT

By: /s/ Dr. Hartwig-Jacob

Name: Dr. Hartwig-Jacob  
Title: Senior Counsel

By: /s/ Hauser

Name: Hauser  
Title: Senior Counsel

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By: /s/ Xavier Beurtheret

Name: Xavier Beurtheret

Title: Head of French Corporate Debt  
Capital Markets

By: /s/ Franck Hergault

Name: Franck Hergault

Title: Managing Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

INTESA SANPAOLO S.P.A.

By: /s/ Pantaleo Cucinotta

Name: Pantaleo Cucinotta

Title: Head of Debt Capital Markets Origination

By: /s/ Gianmario Pirolli

Name: Gianmario Pirolli

Title: Head of Corporate Debt Capital  
Markets Origination

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

NATWEST MARKETS PLC

By: /s/ David Hopkins

Name: David Hopkins

Title: Authorised Signatory

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

SMBC NIKKO CAPITAL MARKETS LIMITED

By: /s/ Steve Apted

Name: Steve Apted

Title: Managing Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

WESTPAC BANKING CORPORATION

By: /s/ Saru Pasupathy

Name: Saru Pasupathy

Title: Associate Director Debt Capital Markets and  
Syndicate

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

CASTLEOAK SECURITIES, L.P.

By: /s/ Philip J. Ippolito

Name: Philip J. Ippolito

Title: Chief Financial Officer

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

DREXEL HAMILTON, LLC

By: /s/ Anthony Felice

Name: Anthony Felice

Title: Managing Partner

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

**SCHEDULE A**

<b>Underwriters</b>	<b>Principal Amount of 2028 Notes</b>	<b>Principal Amount of 2033 Notes</b>	<b>Principal Amount of 2041 Notes</b>
Barclays Bank PLC	€ 62,550,000	€ 50,040,000	€ 54,210,000
Goldman Sachs & Co. LLC	62,550,000	50,040,000	54,210,000
HSBC Bank plc	62,550,000	50,040,000	54,210,000
Mizuho International plc	62,550,000	50,040,000	54,210,000
BNP Paribas	62,550,000	50,040,000	54,210,000
Credit Suisse Securities (Europe) Limited	62,475,000	49,980,000	54,145,000
Deutsche Bank AG, London Branch	62,550,000	50,040,000	54,210,000
MUFG Securities EMEA plc	62,475,000	49,980,000	54,145,000
Société Générale	62,550,000	50,040,000	54,210,000
Banco Bilbao Vizcaya Argentaria, S.A.	21,525,000	17,220,000	18,655,000
Banco Santander, S.A.	21,525,000	17,220,000	18,655,000
Commerzbank Aktiengesellschaft	21,525,000	17,220,000	18,655,000
Crédit Agricole Corporate and Investment Bank	21,525,000	17,220,000	18,655,000
Intesa Sanpaolo S.p.A.	21,525,000	17,220,000	18,655,000
NatWest Markets plc	21,525,000	17,220,000	18,655,000
SMBC Nikko Capital Markets Limited.	21,525,000	17,220,000	18,655,000
Westpac Banking Corporation	21,525,000	17,220,000	18,655,000
CastleOak Securities, L.P.	7,500,000	6,000,000	6,500,000
Drexel Hamilton, LLC	7,500,000	6,000,000	6,500,000
<b>Total</b>	<b>€750,000,000</b>	<b>€600,000,000</b>	<b>€650,000,000</b>

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**EXHIBIT A**

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

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

## EXHIBIT B

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

1. Each subsidiary of the Company listed on **Annex A** (each, a “Significant Subsidiary”) is a validly existing limited liability company in good standing under the laws of the State of Delaware with the requisite corporate or other power and authority to own its properties and conduct its business as described in the Prospectus.

2. The Indenture constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

3. The Notes, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, will be legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

4. The Note Documents have been duly executed by the Company, to the extent such actions are governed by the laws of the State of New York.

5. The execution and delivery by the Company of the Note Documents to which it is a party, the performance of its obligations thereunder, and the issuance by the Company of the Notes to the Underwriters:

(i) do not and will not result in a breach of or default under any agreement to which the Company is a party that is identified to us in a certificate of the Company as being material to the Company and its subsidiaries taken as a whole, which agreements are listed on **Annex B**; and

(ii) do not and will not violate, or require any filing with or approval of any governmental authority or regulatory body of the State of New York or the United States of America under, any law, rule or regulation of the State of New York or the United States of America applicable to the Company that, in our experience, is generally applicable to transactions in the nature of those contemplated by the Underwriting Agreement, except for such filings or approvals as already have been made or obtained under the Securities Act of 1933, as amended (the “Securities Act”).

6. Insofar as the statements in the Pricing Disclosure Package and the Prospectus under the caption “Description of Notes” and “Description of Debt Securities” purport to describe specific provisions of the Notes or the Indenture, such statements present in all material respects an accurate summary of such provisions.

7. Insofar as the statements in the Pricing Disclosure Package and the Prospectus under the caption “Certain U.S. Federal Income Tax Considerations” purport to describe specific provisions of the Internal Revenue Code of 1986, as amended, or the rules and regulations thereunder, or legal conclusions with respect thereto, such statements present in all material respects an accurate summary of such provisions or conclusions.

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

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

## MONDELÉZ INTERNATIONAL, INC.

OFFICERS' CERTIFICATE

March 17, 2021

Reference is made to (i) Section 301 of the Indenture, dated as of March 6, 2015 (the "Base Indenture"), by and between Mondeléz International, Inc., a Virginia corporation (the "Company"), and Deutsche Bank Trust Company Americas, as Trustee (the "Trustee"), as modified by the Supplemental Indenture No. 1, dated as of February 13, 2019, by and between the Company and the Trustee, and the Supplemental Indenture No. 2, dated as of April 13, 2020, by and between the Company and the Trustee, and as further modified in respect of the Notes (as defined below) by the Officers' Certificate pursuant to Sections 201 and 301 of the Base Indenture, dated as of the date hereof (the Base Indenture, as so modified, the "Indenture") and (ii) the Terms Agreement, dated as of March 3, 2021 (the "Terms Agreement"), which incorporates the Amended and Restated Underwriting Agreement, dated as of February 28, 2011 (the "Underwriting Agreement"), by and among the Company and Barclays Bank PLC, Goldman Sachs & Co. LLC, HSBC Bank plc and Mizuho International plc, as representatives of the several underwriters named therein, relating to the offer and sale by the Company of €750,000,000 aggregate principal amount of its 0.250% Notes due 2028 (the "2028 Notes"), €600,000,000 aggregate principal amount of its 0.750% Notes due 2033 (the "2033 Notes") and €650,000,000 aggregate principal amount of its 1.375% Notes due 2041 (the "2041 Notes" and, together with the 2028 Notes and the 2033 Notes, the "Notes").

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

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

2028 Notes

- (a) Title of the Securities: 0.250% Notes due 2028.
- (b) Principal Amount: €750,000,000 aggregate principal amount. Principal payments in respect of the 2028 Notes shall be made in euro.
- (c) Interest: Interest on the 2028 Notes is payable annually in arrears on March 17 of each year, beginning on March 17, 2022, to persons in whose name a 2028 Note is registered at the close of business on the business day before the relevant interest payment date (or to the applicable depository, as the case may be). The 2028 Notes will bear interest at a rate per annum of 0.250%. Interest on the 2028 Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from

and including the last date on which interest was paid on the 2028 Notes (or March 17, 2021, if no interest has been paid on the 2028 Notes) to, but excluding, the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association. Interest payments in respect of the 2028 Notes shall be made in euro.

- (d) **Form and Denominations:** Fully-registered book-entry form, as a Registered Security, only, represented by one or more permanent Global Securities registered with BT Globenet Nominees Limited as nominee of Deutsche Bank AG, London Branch, the common depository (the "Depository") for, and in respect of interests held through, Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear"), and Clearstream Banking, *société anonyme* ("Clearstream"), in denominations of €100,000 (one hundred thousand euro) and integral multiples of €1,000 (one thousand euro) in excess thereof. The Company shall issue the 2028 Notes in definitive form in exchange for the applicable Global Securities if the Depository is at any time unwilling or unable to continue as depository for any of the Global Securities and a successor depository is not appointed by the Company within 90 days or if an Event of Default has occurred with regard to the 2028 Notes represented by the Global Securities and has not been cured or waived. In addition, the Company may at any time and in its sole discretion determine not to have the 2028 Notes represented by the Global Securities and, in that event, shall issue the 2028 Notes in definitive form in exchange for the Global Securities. In any such instance, a Holder of a beneficial interest in the Global Securities will be entitled to physical delivery in definitive form of the 2028 Notes represented by the Global Securities equal in principal amount to such beneficial interest and to have such 2028 Notes registered in its name. The 2028 Notes so issued in definitive form shall be issued as registered in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof, unless otherwise specified by the Company. Definitive 2028 Notes may be transferred by presentation for registration to the Registrar and Transfer Agent at its office and must be duly endorsed by the Holder or the Holder's attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company or the Registrar and Transfer Agent duly executed by the Holder or the Holder's attorney duly authorized in writing. The Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any exchange or registration of transfer of definitive 2028 Notes.
- (e) **Maturity:** The 2028 Notes will mature on March 17, 2028.
- (f) **Optional Redemption:** Prior to December 17, 2027 (the date that is three months prior to the scheduled maturity date for the 2028 Notes) (the "2028 Notes Par Call Date"), the Company may, at its option, redeem the 2028 Notes, in whole at any time or in part from time to time, at a redemption price equal to the greater of (1) 100% of the principal amount of the 2028 Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined in

the Global Securities representing the 2028 Notes attached hereto as Exhibit A) discounted to the redemption date, on an annual basis (ACTUAL/ACTUAL (ICMA)), at a rate equal to the applicable Treasury Rate (as defined in the Global Securities representing the 2028 Notes attached hereto as Exhibit A) plus 15 basis points, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date. On or after the 2028 Notes Par Call Date, the Company may, at its option, redeem the 2028 Notes, in whole at any time or in part from time to time at a redemption price equal to 100% of the principal amount of the 2028 Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date, in each case as set forth in the Global Securities representing the 2028 Notes attached hereto as Exhibit A. All payments of principal, interest and premium pursuant to the Optional Redemption provisions shall be in euro.

- (g) Redemption for Tax Reasons: The Company may, at its option, redeem the 2028 Notes in whole, but not in part, upon the occurrence of specified tax events as set forth in the Global Securities representing the 2028 Notes attached hereto as Exhibit A. All payments of principal, interest and premium pursuant to the Redemption for Tax Reasons shall be in euro.
- (h) Payments in U.S. Dollars: If the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company's control or the euro is no longer used by the member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the 2028 Notes will be made in U.S. dollars until such currency is again available to the Company or so used. The amount payable on any date in euro will be converted into U.S. dollars by the Company on the basis of the most recently available Market Exchange Rate for the euro, as determined by the Company. Any payments in respect of the 2028 Notes so made in U.S. dollars will not constitute an Event of Default under the terms of the 2028 Notes or the Indenture. "Market Exchange Rate" means the noon buying rate in The City of New York for cable transfers of euro as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York. The amount payable on any date in euro will be converted into U.S. dollars on the basis of the most recently available Market Exchange Rate for the euro, in each case as certified by the Company to the Trustee and the Paying Agent pursuant to an Officers' Certificate at least five Business Days prior to such payment date.
- (i) Change of Control: Upon the occurrence of both (i) a change of control of the Company and (ii) a downgrade of the 2028 Notes below an investment grade rating by each of Moody's Investors Service, Inc. and S&P Global Ratings, within a specified period, the Company will be required to make an offer to purchase the 2028 Notes at a price equal to 101% of the aggregate principal amount of the 2028 Notes, plus accrued and unpaid interest to the date of repurchase as and to the extent set forth in the Prospectus Supplement, dated as of March 3, 2021, under the caption "Description of Notes—Change of Control."

- (j) Payment of Additional Amounts: Section 1010 of the Indenture shall be applicable to the 2028 Notes, as set forth in the Global Securities representing the 2028 Notes attached hereto as Exhibit A. If the Company is required to pay additional amounts with respect to the 2028 Notes, the Company shall notify the Trustee and the Paying Agent pursuant to an Officers' Certificate that specifies the additional amounts payable. If the Trustee and the Paying Agent do not receive such an Officer's Certificate, the Trustee and the Paying Agent shall be fully protected in assuming that no such additional amounts are payable.
- (k) Sinking Fund: None.
- (l) Conversion or Exchange: The 2028 Notes will not be convertible or exchangeable into other securities of the Company or another Person.
- (m) Purchase Price: 99.267% of the principal amount of the 2028 Notes, plus accrued interest, if any, from March 17, 2021.
- (n) Place of Payment; Transfer, Registration and Exchange; Notices and Demands: Payments of principal and interest on the 2028 Notes will be made as set forth in the Global Securities representing the 2028 Notes attached hereto as Exhibit A. Transfer, registration and exchange of the 2028 Notes will be made as set forth in the Global Securities representing the 2028 Notes attached hereto as Exhibit A. Any notice required to be given under the 2028 Notes to the Company or the Trustee, Paying Agent, Registrar or Transfer Agent under Section 105 of the Indenture shall be in English in writing and shall be delivered in person, sent by pre-paid post (first class if domestic, first class airmail if international) or by facsimile addressed to:

The Company:

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

The Trustee, Paying Agent, Registrar, Transfer Agent and  
Authentication Agent:

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

Any notice required to be given under the 2028 Notes to Holders shall be in accordance with the procedures of the applicable depository.

- (o) Events of Default and Restrictive Covenants: As set forth in the Indenture.
- (p) Trustee, Paying Agent, Registrar, Transfer Agent and Authentication Agent: Deutsche Bank Trust Company Americas.
- (q) Form of 2028 Notes: Attached as Exhibit A to this Officers' Certificate delivered in connection with the delivery of the 2028 Notes. The further terms of the 2028 Notes shall be as set forth in the Prospectus Supplement, dated as of March 3, 2021, and in the Exhibit A attached hereto.
- (r) Price to Public: 99.592% of the principal amount of the 2028 Notes, plus accrued interest, if any, from March 17, 2021.
- (s) Guarantees: The 2028 Notes shall not be issued with Guarantees.
- (t) Miscellaneous: (i) The terms of the 2028 Notes shall include such other terms as are set forth in the form of 2028 Notes attached hereto as Exhibit A and in the Indenture. In addition, the Global Securities for the 2028 Notes shall include the following language: "To the extent the terms, conditions and other provisions of this Note modify, supplement or are inconsistent with those of the Indenture, then the terms, conditions and other provisions of this Note shall govern." (ii) Paragraph 6 of Section 303 of the Indenture shall not apply in respect of the 2028 Notes; the Depository shall not be required to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation.

### 2033 Notes

- (a) Title of the Securities: 0.750% Notes due 2033.
- (b) Principal Amount: €600,000,000 aggregate principal amount. Principal payments in respect of the 2033 Notes shall be made in euro.
- (c) Interest: Interest on the 2033 Notes is payable annually in arrears on March 17 of each year, beginning on March 17, 2022, to persons in whose name a 2033 Note is registered at the close of business on the business day before the relevant interest payment date (or to the applicable depository, as the case may be). The 2033 Notes will bear interest at a rate per annum of 0.750%. Interest on the 2033 Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the 2033 Notes (or March 17, 2021, if no interest has been paid on the 2033 Notes) to, but excluding, the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association. Interest payments in respect of the 2033 Notes shall be made in euro.

- (d) **Form and Denominations:** Fully-registered book-entry form, as a Registered Security, only, represented by one or more permanent Global Securities registered with BT Globenet Nominees Limited as nominee of Deutsche Bank AG, London Branch, the common depositary (the “Depositary”) for, and in respect of interests held through, Euroclear and Clearstream, in denominations of €100,000 (one hundred thousand euro) and integral multiples of €1,000 (one thousand euro) in excess thereof. The Company shall issue the 2033 Notes in definitive form in exchange for the applicable Global Securities if the Depositary is at any time unwilling or unable to continue as depositary for any of the Global Securities and a successor depositary is not appointed by the Company within 90 days or if an Event of Default has occurred with regard to the 2033 Notes represented by the Global Securities and has not been cured or waived. In addition, the Company may at any time and in its sole discretion determine not to have the 2033 Notes represented by the Global Securities and, in that event, shall issue the 2033 Notes in definitive form in exchange for the Global Securities. In any such instance, a Holder of a beneficial interest in the Global Securities will be entitled to physical delivery in definitive form of the 2033 Notes represented by the Global Securities equal in principal amount to such beneficial interest and to have such 2033 Notes registered in its name. The 2033 Notes so issued in definitive form shall be issued as registered in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof, unless otherwise specified by the Company. Definitive 2033 Notes may be transferred by presentation for registration to the Registrar and Transfer Agent at its office and must be duly endorsed by the Holder or the Holder’s attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company or the Registrar and Transfer Agent duly executed by the Holder or the Holder’s attorney duly authorized in writing. The Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any exchange or registration of transfer of definitive 2033 Notes.
- (e) **Maturity:** The 2033 Notes will mature on March 17, 2033.
- (f) **Optional Redemption:** Prior to December 17, 2032 (the date that is three months prior to the scheduled maturity date for the 2033 Notes) (the “2033 Notes Par Call Date”), the Company may, at its option, redeem the 2033 Notes, in whole at any time or in part from time to time, at a redemption price equal to the greater of (1) 100% of the principal amount of the 2033 Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined in the Global Securities representing the 2033 Notes attached hereto as Exhibit B) discounted to the redemption date, on an annual basis (ACTUAL/ACTUAL (ICMA)), at a rate equal to the applicable Treasury Rate (as defined in the Global Securities representing the 2033 Notes attached hereto as Exhibit B) plus 20 basis points, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date. On or after the 2033 Notes Par Call Date, the Company may, at

its option, redeem the 2033 Notes, in whole at any time or in part from time to time at a redemption price equal to 100% of the principal amount of the 2033 Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date, in each case as set forth in the Global Securities representing the 2033 Notes attached hereto as Exhibit B. All payments of principal, interest and premium pursuant to the Optional Redemption provisions shall be in euro.

- (g) Redemption for Tax Reasons: The Company may, at its option, redeem the 2033 Notes in whole, but not in part, upon the occurrence of specified tax events as set forth in the Global Securities representing the 2033 Notes attached hereto as Exhibit B. All payments of principal, interest and premium pursuant to the Redemption for Tax Reasons shall be in euro.
- (h) Payments in U.S. Dollars: If the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company's control or the euro is no longer used by the member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the 2033 Notes will be made in U.S. dollars until such currency is again available to the Company or so used. The amount payable on any date in euro will be converted into U.S. dollars by the Company on the basis of the most recently available Market Exchange Rate for the euro, as determined by the Company. Any payments in respect of the 2033 Notes so made in U.S. dollars will not constitute an Event of Default under the terms of the 2033 Notes or the Indenture. "Market Exchange Rate" means the noon buying rate in The City of New York for cable transfers of euro as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York. The amount payable on any date in euro will be converted into U.S. dollars on the basis of the most recently available Market Exchange Rate for the euro, in each case as certified by the Company to the Trustee and the Paying Agent pursuant to an Officers' Certificate at least five Business Days prior to such payment date.
- (i) Change of Control: Upon the occurrence of both (i) a change of control of the Company and (ii) a downgrade of the 2033 Notes below an investment grade rating by each of Moody's Investors Service, Inc. and S&P Global Ratings, within a specified period, the Company will be required to make an offer to purchase the 2033 Notes at a price equal to 101% of the aggregate principal amount of the 2033 Notes, plus accrued and unpaid interest to the date of repurchase as and to the extent set forth in the Prospectus Supplement, dated as of March 3, 2021, under the caption "Description of Notes—Change of Control."
- (j) Payment of Additional Amounts: Section 1010 of the Indenture shall be applicable to the 2033 Notes, as set forth in the Global Securities representing the 2033 Notes attached hereto as Exhibit B. If the Company is required to pay additional amounts with respect to the 2033 Notes, the Company shall notify the Trustee and the Paying Agent pursuant to an Officers' Certificate that specifies the additional amounts payable. If the Trustee and the Paying Agent do not receive such an Officer's Certificate, the Trustee and the Paying Agent shall be fully protected in assuming that no such additional amounts are payable.

- (k) Sinking Fund: None.
- (l) Conversion or Exchange: The 2033 Notes will not be convertible or exchangeable into other securities of the Company or another Person.
- (m) Purchase Price: 98.704% of the principal amount of the 2033 Notes, plus accrued interest, if any, from March 17, 2021.
- (n) Place of Payment; Transfer, Registration and Exchange; Notices and Demands: Payments of principal and interest on the 2033 Notes will be made as set forth in the Global Securities representing the 2033 Notes attached hereto as Exhibit B. Transfer, registration and exchange of the 2033 Notes will be made as set forth in the Global Securities representing the 2033 Notes attached hereto as Exhibit B. Any notice required to be given under the 2033 Notes to the Company or the Trustee, Paying Agent, Registrar or Transfer Agent under Section 105 of the Indenture shall be in English in writing and shall be delivered in person, sent by pre-paid post (first class if domestic, first class airmail if international) or by facsimile addressed to:

The Company:

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

The Trustee, Paying Agent, Registrar, Transfer Agent and  
Authentication Agent:

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

Any notice required to be given under the 2033 Notes to Holders shall be in accordance with the procedures of the applicable depository.

- (o) Events of Default and Restrictive Covenants: As set forth in the Indenture.
- (p) Trustee, Paying Agent, Registrar, Transfer Agent and Authentication Agent: Deutsche Bank Trust Company Americas.

- (q) **Form of 2033 Notes:** Attached as Exhibit B to this Officers' Certificate delivered in connection with the delivery of the 2033 Notes. The further terms of the 2033 Notes shall be as set forth in the Prospectus Supplement, dated as of March 3, 2021, and in the Exhibit B attached hereto.
- (r) **Price to Public:** 99.079% of the principal amount of the 2033 Notes, plus accrued interest, if any, from March 17, 2021.
- (s) **Guarantees:** The 2033 Notes shall not be issued with Guarantees.
- (t) **Miscellaneous:** (i) The terms of the 2033 Notes shall include such other terms as are set forth in the form of 2033 Notes attached hereto as Exhibit B and in the Indenture. In addition, the Global Securities for the 2033 Notes shall include the following language: "To the extent the terms, conditions and other provisions of this Note modify, supplement or are inconsistent with those of the Indenture, then the terms, conditions and other provisions of this Note shall govern." (ii) Paragraph 6 of Section 303 of the Indenture shall not apply in respect of the 2033 Notes; the Depository shall not be required to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation.

#### **2041 Notes**

- (a) **Title of the Securities:** 1.375% Notes due 2041.
- (b) **Principal Amount:** €650,000,000 aggregate principal amount. Principal payments in respect of the 2041 Notes shall be made in euro.
- (c) **Interest:** Interest on the 2041 Notes is payable annually in arrears on March 17 of each year, beginning on March 17, 2022, to persons in whose name a 2041 Note is registered at the close of business on the business day before the relevant interest payment date (or to the applicable depository, as the case may be). The 2041 Notes will bear interest at a rate per annum of 1.375%. Interest on the 2041 Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the 2041 Notes (or March 17, 2021, if no interest has been paid on the 2041 Notes) to, but excluding, the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association. Interest payments in respect of the 2041 Notes shall be made in euro.
- (d) **Form and Denominations:** Fully-registered book-entry form, as a Registered Security, only, represented by one or more permanent Global Securities registered with BT Globenet Nominees Limited as nominee of Deutsche Bank AG, London Branch, the common depository (the "Depository") for, and in respect of interests held through, Euroclear and Clearstream, in denominations of €100,000 (one hundred thousand euro) and integral multiples of €1,000 (one thousand euro) in

excess thereof. The Company shall issue the 2041 Notes in definitive form in exchange for the applicable Global Securities if the Depository is at any time unwilling or unable to continue as depository for any of the Global Securities and a successor depository is not appointed by the Company within 90 days or if an Event of Default has occurred with regard to the 2041 Notes represented by the Global Securities and has not been cured or waived. In addition, the Company may at any time and in its sole discretion determine not to have the 2041 Notes represented by the Global Securities and, in that event, shall issue the 2041 Notes in definitive form in exchange for the Global Securities. In any such instance, a Holder of a beneficial interest in the Global Securities will be entitled to physical delivery in definitive form of the 2041 Notes represented by the Global Securities equal in principal amount to such beneficial interest and to have such 2041 Notes registered in its name. The 2041 Notes so issued in definitive form shall be issued as registered in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof, unless otherwise specified by the Company. Definitive 2041 Notes may be transferred by presentation for registration to the Registrar and Transfer Agent at its office and must be duly endorsed by the Holder or the Holder's attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Company or the Registrar and Transfer Agent duly executed by the Holder or the Holder's attorney duly authorized in writing. The Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any exchange or registration of transfer of definitive 2041 Notes.

(e) Maturity: The 2041 Notes will mature on March 17, 2041.

(f) Optional Redemption: Prior to December 17, 2040 (the date that is three months prior to the scheduled maturity date for the 2041 Notes) (the "2041 Notes Par Call Date"), the Company may, at its option, redeem the 2041 Notes, in whole at any time or in part from time to time, at a redemption price equal to the greater of (1) 100% of the principal amount of the 2041 Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined in the Global Securities representing the 2041 Notes attached hereto as Exhibit C) discounted to the redemption date, on an annual basis (ACTUAL/ACTUAL (ICMA)), at a rate equal to the applicable Treasury Rate (as defined in the Global Securities representing the 2041 Notes attached hereto as Exhibit C) plus 25 basis points, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date. On or after the 2041 Notes Par Call Date, the Company may, at its option, redeem the 2041 Notes, in whole at any time or in part from time to time at a redemption price equal to 100% of the principal amount of the 2041 Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date, in each case as set forth in the Global Securities representing the 2041 Notes attached hereto as Exhibit C. All payments of principal, interest and premium pursuant to the Optional Redemption provisions shall be in euro.

- (g) Redemption for Tax Reasons: The Company may, at its option, redeem the 2041 Notes in whole, but not in part, upon the occurrence of specified tax events as set forth in the Global Securities representing the 2041 Notes attached hereto as Exhibit C. All payments of principal, interest and premium pursuant to the Redemption for Tax Reasons shall be in euro.
- (h) Payments in U.S. Dollars: If the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company's control or the euro is no longer used by the member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the 2041 Notes will be made in U.S. dollars until such currency is again available to the Company or so used. The amount payable on any date in euro will be converted into U.S. dollars by the Company on the basis of the most recently available Market Exchange Rate for the euro, as determined by the Company. Any payments in respect of the 2041 Notes so made in U.S. dollars will not constitute an Event of Default under the terms of the 2041 Notes or the Indenture. "Market Exchange Rate" means the noon buying rate in The City of New York for cable transfers of euro as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York. The amount payable on any date in euro will be converted into U.S. dollars on the basis of the most recently available Market Exchange Rate for the euro, in each case as certified by the Company to the Trustee and the Paying Agent pursuant to an Officers' Certificate at least five Business Days prior to such payment date.
- (i) Change of Control: Upon the occurrence of both (i) a change of control of the Company and (ii) a downgrade of the 2041 Notes below an investment grade rating by each of Moody's Investors Service, Inc. and S&P Global Ratings, within a specified period, the Company will be required to make an offer to purchase the 2041 Notes at a price equal to 101% of the aggregate principal amount of the 2041 Notes, plus accrued and unpaid interest to the date of repurchase as and to the extent set forth in the Prospectus Supplement, dated as of March 3, 2021, under the caption "Description of Notes—Change of Control."
- (j) Payment of Additional Amounts: Section 1010 of the Indenture shall be applicable to the 2041 Notes, as set forth in the Global Securities representing the 2041 Notes attached hereto as Exhibit C. If the Company is required to pay additional amounts with respect to the 2041 Notes, the Company shall notify the Trustee and the Paying Agent pursuant to an Officers' Certificate that specifies the additional amounts payable. If the Trustee and the Paying Agent do not receive such an Officer's Certificate, the Trustee and the Paying Agent shall be fully protected in assuming that no such additional amounts are payable.
- (k) Sinking Fund: None.

- (l) Conversion or Exchange: The 2041 Notes will not be convertible or exchangeable into other securities of the Company or another Person.
- (m) Purchase Price: 98.685% of the principal amount of the 2041 Notes, plus accrued interest, if any, from March 17, 2021.
- (n) Place of Payment; Transfer, Registration and Exchange; Notices and Demands: Payments of principal and interest on the 2041 Notes will be made as set forth in the Global Securities representing the 2041 Notes attached hereto as Exhibit C. Transfer, registration and exchange of the 2041 Notes will be made as set forth in the Global Securities representing the 2041 Notes attached hereto as Exhibit C. Any notice required to be given under the 2041 Notes to the Company or the Trustee, Paying Agent, Registrar or Transfer Agent under Section 105 of the Indenture shall be in English in writing and shall be delivered in person, sent by pre-paid post (first class if domestic, first class airmail if international) or by facsimile addressed to:

The Company:

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

The Trustee, Paying Agent, Registrar, Transfer Agent and  
Authentication Agent:

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

Any notice required to be given under the 2041 Notes to Holders shall be in accordance with the procedures of the applicable depository.

- (o) Events of Default and Restrictive Covenants: As set forth in the Indenture.
- (p) Trustee, Paying Agent, Registrar, Transfer Agent and Authentication Agent: Deutsche Bank Trust Company Americas.
- (q) Form of 2041 Notes: Attached as Exhibit C to this Officers' Certificate delivered in connection with the delivery of the 2041 Notes. The further terms of the 2041 Notes shall be as set forth in the Prospectus Supplement, dated as of March 3, 2021, and in the Exhibit C attached hereto.

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- (r) Price to Public: 99.135% of the principal amount of the 2041 Notes, plus accrued interest, if any, from March 17, 2021.
  - (s) Guarantees: The 2041 Notes shall not be issued with Guarantees.
  - (t) Miscellaneous: (i) The terms of the 2041 Notes shall include such other terms as are set forth in the form of 2041 Notes attached hereto as Exhibit C and in the Indenture. In addition, the Global Securities for the 2041 Notes shall include the following language: “To the extent the terms, conditions and other provisions of this Note modify, supplement or are inconsistent with those of the Indenture, then the terms, conditions and other provisions of this Note shall govern.” (ii) Paragraph 6 of Section 303 of the Indenture shall not apply in respect of the 2041 Notes; the Depositary shall not be required to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation.

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

/s/ Michael A. Call

Name: Michael A. Call

Title: Vice President and Treasurer

/s/ Ellen M. Smith

Name: Ellen M. Smith

Title: Senior Vice President and Chief Counsel, Corporate Secretary

Officers' Certificate under Section 301 of the Indenture

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**EXHIBIT A**

**Form of 2028 Notes**

*See attached.*

REGISTERED  
No. 1

MONDELÉZ INTERNATIONAL, INC.

0.250% NOTE DUE 2028

representing

€750,000,000

CUSIP: U6100R DB6  
Common Code: 231272291  
ISIN: XS2312722916

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY DEUTSCHE BANK AG, LONDON BRANCH (THE "DEPOSITARY"), AS THE COMMON DEPOSITARY FOR CLEARSTREAM BANKING, *SOCIÉTÉ ANONYME* ("CLEARSTREAM") AND EUROCLEAR BANK S.A./N.V. ("EUROCLEAR"), TO A NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF BT GLOBENET NOMINEES LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO BT GLOBENET NOMINEES LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, BT GLOBENET NOMINEES LIMITED, HAS AN INTEREST HEREIN.

MONDELÉZ INTERNATIONAL, INC., a Virginia corporation (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to BT Globenet Nominees Limited (as nominee of the Depositary), or registered assigns, the principal sum of €750,000,000 (SEVEN HUNDRED FIFTY MILLION EUROS) on March 17, 2028, and to pay interest thereon from March 17, 2021 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at a rate per annum of 0.250%, annually in arrears on March 17 of each year (each, an "Interest Payment Date"), beginning on March 17, 2022, until the principal hereof is paid or made available for payment. If any Interest Payment Date (other than March 17, 2028 or any earlier repayment date) is not a Business Day, the Interest Payment Date will be postponed to the next succeeding Business Day, and no interest will accrue as a result of such delayed payment on amounts payable from and after such Interest Payment Date to the next succeeding Business Day. If March 17, 2028 or any earlier repayment date falls on a day that is not a Business Day, then payment of principal or interest otherwise payable on such date may be made on the next succeeding Business Day, in each case with the same force and effect as if made on March 17, 2028 or such earlier repayment date, and no interest shall accrue as a result of such delayed payment on amounts payable from and after March 17, 2028 or such earlier repayment date, as the case may be, to the next succeeding Business Day.

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

Payment of the principal, premium (if any) and interest in respect of the Notes will be made at the office or agency of the Company maintained for that purpose in New York, New York, which will initially be the principal corporate trust office or agency of Deutsche Bank Trust Company Americas (the “Paying Agent”) in New York, New York, or in London, England, which will initially be the branch corporate trust office or agency of the Paying Agent in London, England; *provided* that, at the option of the Company, payment of interest, other than interest at maturity or upon redemption, may be made by check mailed to the address of the Holder entitled thereto as such address appears on the Security Register at the close of business on the Regular Record Date; *provided, further*, that (1) the Depository, as Holder of the Notes, or (2) a Holder of more than €5,000,000 in aggregate principal amount of the Notes in definitive form is entitled to require the Paying Agent to make payments of interest, other than interest due at maturity or upon redemption, by wire transfer of immediately available funds into an account maintained by the Holder in the United States, by sending appropriate wire transfer instructions as long as the Paying Agent receives the instructions not less than ten days prior to the applicable Interest Payment Date. The principal and interest payable on any of the Notes at maturity, or upon redemption, will be paid by wire transfer of immediately available funds against presentation of a Note at the office of the Registrar and Transfer Agent. Notwithstanding the foregoing, payment of any amount payable in respect of a Note in global form (a “Global Note”) shall be made in accordance with the applicable procedures of the Depository.

Principal, premium (if any) and interest payments in respect of the Notes will be payable in euro. If the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company’s control or the euro is no longer used by the member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in U.S. dollars until euro is again available to the Company or so used. The amount payable on any date in euro will be converted into U.S. dollars on the basis of the most recently available Market Exchange Rate for the euro, in each case as certified by the Company to the Trustee and the Paying Agent pursuant to an Officers’ Certificate at least five Business Days prior to such payment date.

“Market Exchange Rate” means the noon buying rate in The City of New York for cable transfers of euro as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York.

“Business Day” means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in New York or the Place of Payment, *provided* such day is also a London banking day and is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, operates.

Interest on the Notes shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or from March 17, 2028, if no interest has been paid on the Notes), to, but excluding, the next scheduled Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

The interest rate on the Notes will in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States law of general application.

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

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

*(Signature Page Follows)*

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

Dated: March 17, 2021.

MONDELEZ INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

Attest:

By: \_\_\_\_\_  
Name:  
Title:

CERTIFICATE OF AUTHENTICATION

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

Dated: March 17, 2021.

DEUTSCHE BANK TRUST COMPANY AMERICAS, as  
Trustee

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

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

SIGNATURE PAGE TO GLOBAL NOTE

MONDELĚZ INTERNATIONAL, INC.

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

As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as provided or permitted in the Indenture. This Note is one of a series of the Securities designated therein as 0.250% Notes due 2028 (the “Notes”), initially issued in an aggregate principal amount of €750,000,000 on March 17, 2021.

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

#### **Change of Control**

If a Change of Control Triggering Event (as defined below) occurs, unless the Company has exercised its right to redeem the Notes, Holders may require the Company to repurchase all or any part (equal to €100,000 or an integral multiple of €1,000 in excess thereof) of their Notes pursuant to an offer (the “Change of Control Offer”) of payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the “Change of Control Payment”). Within 30 days following any Change of Control Triggering Event, the Company will mail a notice to Holders (with a copy to the Trustee) describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the “Change of Control Payment Date”), pursuant to the procedures described in such notice. The Company must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934 (the “Exchange Act”) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the

Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, the Company will, to the extent lawful: accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer; deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officers' certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each Holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new note will be in a principal amount of €100,000 or an integral multiple of €1,000 in excess thereof.

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

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

“Below Investment Grade Rating Event” means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided* that a below investment grade rating event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect to a particular Change of Control (and thus shall not be deemed a below investment grade rating event for purposes of the definition of Change of Control Triggering Event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the below investment grade rating event).

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

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

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

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

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

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

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

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

### **Payment of Additional Amounts**

All payments by the Company or its paying agents will be made free and clear of and without withholding or deduction for or on account of any present or future tax, assessment or other governmental charge imposed by the United States or any political subdivision or taxing authority of the United States, unless the withholding or deduction of such amounts is required by law or the official interpretation or administration thereof.

The Company will, subject to the exceptions and limitations set forth below, pay such additional amounts as may be necessary to ensure that every net payment on a Note to a beneficial owner of the Note that is a Non-U.S. Holder (as defined below) or is a partnership that is not created or organized in or under the laws of the United States or any state or political subdivision thereof, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by the United States or any political subdivision or taxing authority of the United States, will not be less than the amount provided in such Note to be then due and payable absent such deduction or withholding. However, the Company will not pay additional amounts if the beneficial owner is subject to taxation solely for reasons other than its ownership of the Note, nor will the Company pay additional amounts for or on account of:

- (a) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the existence of any present or former connection (other than the mere fact of being a beneficial owner of a Note or receiving payments or enforcing rights in respect thereof) between the beneficial owner (or between a fiduciary, settlor, beneficiary or person holding a power over such beneficial owner, if the beneficial owner is an estate or trust, or a partner, member or shareholder of the beneficial owner, if the beneficial owner is a partnership, limited liability company or corporation) of a Note and the United States, including, without limitation, such beneficial owner (or such fiduciary, settlor, beneficiary, person holding a power, partner, member or shareholder) being or having been a citizen or resident of the United States or treated as being or having been a resident thereof;
- (b) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner (or a fiduciary, settlor, beneficiary or person holding a power over such beneficial owner, if the beneficial owner is an estate or trust, or a partner, member or shareholder of the beneficial owner, if the beneficial owner is a partnership, limited liability company or corporation) (i) being or having been treated as present in, or engaged in a trade or business in, the United States or (ii) having or having had a permanent establishment in the United States;
- (c) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner (or a fiduciary, settlor, beneficiary or person holding a power over such beneficial owner, if the beneficial owner is an estate or trust, or a partner, member or shareholder of the beneficial owner, if the beneficial owner is a partnership, limited liability company or corporation) being or having been treated as, for U.S. federal income tax purposes, a personal holding company, a controlled foreign corporation, a passive foreign investment company, a foreign private foundation or other foreign tax-exempt organization, or a corporation that accumulates earnings to avoid U.S. federal income tax;
- (d) any tax, assessment or other governmental charge imposed on a beneficial owner that actually or constructively owns 10% or more of the total combined voting power of all of the Company's classes of stock that are entitled to vote within the meaning of Section 871(h)(3) of the Internal Revenue Code of 1986, as amended (the "Code");
- (e) any tax, assessment or other governmental charge which would not have been so imposed but for the presentation of such Note for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which such payment is duly provided for, whichever occurs later;
- (f) any tax, assessment or other governmental charge that is payable by any method other than withholding or deduction from payments in respect of a Note;
- (g) any gift, estate, inheritance, sales, transfer, wealth, personal property or excise tax or any similar tax, assessment or other governmental charge;
- (h) any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment in respect of any Note if such payment can be made without such withholding by at least one other paying agent;
- (i) any tax, assessment or other governmental charge that is imposed or withheld by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

- (j) any tax, assessment or other governmental charge imposed as a result of the failure of the Holder or beneficial owner of a Note to comply with a request to satisfy any applicable certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of a Note, if such compliance is required by statute or regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to relief or exemption from such tax, assessment or other governmental charge;
- (k) any tax, assessment or other governmental charge imposed by reason of the failure of the beneficial owner to fulfill the statement requirements of Section 871(h) or Section 881(c) of the Code;
- (l) any tax, assessment or other governmental charge imposed by reason of the Holder or beneficial owner of a Note being or having been treated as a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in section 881(c)(3)(A) of the Code or any successor provisions;
- (m) any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code as of March 17, 2021 (or any amended or successor provision that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to current Section 1471(b) of the Code (or any amended or successor version described above) or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement (or related laws or official administrative practices) implementing the foregoing; or
- (n) any combination of items (a) through (m) above.

The term “Non-U.S. Holder” means any beneficial owner of a Note that is not a U.S. Holder and is not a partnership (including any entity or arrangement properly classified as a partnership for U.S. federal income tax purposes). The term “U.S. Holder” means a beneficial owner of a Note that is for U.S. federal income tax purposes: an individual citizen or resident of the United States; a corporation created or organized in or under the laws of the United States or any state or political subdivision thereof; an estate, the income of which is subject to U.S. federal income tax regardless of its source; or a trust, if (i) a U.S. court is able to exercise primary supervision over the trust’s administration and one or more “United States persons” (as defined in the Code) have the authority to control all substantial decisions of the trust, or (ii) the trust has in effect a valid election to be treated as a “United States person” (as defined in the Code).

If the Company is required to pay additional amounts with respect to the Notes, it will notify the Trustee pursuant to an Officers’ Certificate that specifies the additional amounts payable. If the Trustee does not receive such an Officers’ Certificate, the Trustee shall be fully protected in assuming that no such additional amounts are payable.

#### **Optional Redemption**

Prior to December 17, 2027 (the date that is three months prior to the scheduled maturity date for the Notes), the Company may, at its option, redeem the Notes, in whole at any time or in part from time to time, at a redemption price equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments discounted to the redemption date, on an annual basis (ACTUAL/ACTUAL (ICMA)), at the Treasury Rate plus 15 basis points, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

“Independent Investment Bank” means one of the Reference Bond Dealers that the Company appoints as the Independent Investment Bank from time to time.

“Treasury Rate” means the price, expressed as a percentage (rounded to three decimal places, 0.0005 being rounded upwards), at which the gross redemption yield on the Notes, if they were to be purchased at such price on the third business day prior to the date fixed for redemption, would be equal to the gross redemption yield on such business day of the Reference Bond (as defined below) on the basis of the middle market price of the Reference Bond prevailing at 11:00 a.m. (London time) on such dealing day as determined by the Company or the Independent Investment Bank.

“Reference Bond” means, in relation to any Treasury Rate calculation, a German government bond whose maturity is closest to the maturity of the Notes, or if the Company or the Independent Investment Bank considers that such similar bond is not in issue, such other German government bond as the Company or the Independent Investment Bank, with the advice of three brokers of, and/ or market makers in, German government bonds selected by the Company or the Independent Investment Bank, determine to be appropriate for determining the Treasury Rate.

“Reference Bond Dealer” means (A) each Barclays Bank PLC, Goldman Sachs & Co. LLC, HSBC Bank plc and Mizuho International plc (or their respective affiliates that are Primary Bond Dealers), and their respective successors and (B) any other broker of, and/or market maker in, German government bonds (a “Primary Bond Dealer”) selected by the Company.

“Remaining Scheduled Payments” means, with respect to the Notes to be redeemed, the remaining scheduled payments of principal of and interest on such Notes that would be due after the related redemption date but for the redemption. If that redemption date is not an Interest Payment Date with respect to the Notes to be redeemed, the amount of the next succeeding scheduled interest payment on such Notes will be reduced by the amount of interest accrued on such Notes to, but excluding, the redemption date.

On or after December 17, 2027, the Company may, at its option, redeem the Notes, in whole at any time or in part from time to time at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

If money sufficient to pay the redemption price on the Notes (or portions thereof) to be redeemed on the applicable redemption date is deposited with the Paying Agent on or before the applicable redemption date and certain other conditions are satisfied, then on and after such redemption date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption.

The Company will, or will cause the Trustee or Paying Agent on its behalf to, mail notice of a redemption to Holders of the Notes to be redeemed by first-class mail (or otherwise transmit in accordance with applicable procedures of the Depositary) at least 15 and not more than 60 days prior to the date fixed for redemption. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. On or before the applicable redemption date, the Company will deposit with the Paying Agent or set aside, segregate and hold in trust (if the Company is acting as paying agent), funds sufficient to pay the redemption price of, and accrued and unpaid interest on, such Notes to be redeemed on that redemption date. If fewer than all of the Notes are to be redeemed, the Paying Agent will select, not more than 60 days prior to the redemption date, the particular Notes or portions thereof for redemption from the outstanding Notes not previously called by such method as the Paying Agent deems fair and appropriate and in accordance with the applicable procedures of the Depositary; *provided, however*, that no Notes of a principal amount of €100,000 or less shall be redeemed in part.

## **Redemption for Tax Reasons**

The Company may redeem the Notes prior to maturity in whole, but not in part, on not more than 60 days' notice and not less than 30 days' notice (with written notice to the Trustee no less than 15 days (or such shorter period as agreed by the Trustee) prior to the sending of such redemption notice in the event the Trustee is engaged by the Company to send such notice or cause such notice to be sent in the Company's name and at the Company's expense) at a redemption price equal to the principal amount of such Notes plus any accrued interest and additional amounts to, but not including, the date fixed for redemption if:

- as a result of a change in or amendment to the tax laws, regulations or rulings of the United States or any political subdivision or taxing authority of or in the United States or any change in official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction in the United States), which change or amendment is announced or becomes effective on or after March 17, 2021, the Company has or will become obligated to pay additional amounts with respect to the Notes as described above under "Payment of Additional Amounts," and the Company, in its business judgment, determines that such obligations cannot be avoided by the use of reasonable measures available to the Company; or
- on or after March 17, 2021, any action is taken by a taxing authority of, or any decision has been rendered by a court of competent jurisdiction in, the United States or any political subdivision of or in the United States, including any of those actions specified above, whether or not such action was taken or decision was rendered with respect to the Company, or any change, amendment, application or interpretation is officially proposed, which, in any such case, in the written opinion of independent legal counsel of recognized standing, will result in a material probability that the Company will become obligated to pay additional amounts with respect to the Notes, and the Company, in its business judgment, determines that such obligations cannot be avoided by the use of reasonable measures available to the Company.

If the Company exercises its option to redeem the Notes, the Company will deliver to the Trustee a certificate signed by an authorized officer stating that it is entitled to redeem the Notes and an opinion of independent tax counsel selected by the Company to the effect that the circumstances described above exist. The Trustee and any paying agents will accept and will be entitled to conclusively rely upon such officer's certificate and opinion of counsel as sufficient evidence of the satisfaction of the conditions precedent described above for the Company to exercise its right to redeem the Notes, which determination will be conclusive and binding on the Holders of the Notes.

## **Defeasance**

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

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

## **Events of Default**

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

## **Amendments**

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

## **Payment**

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

## **Certificated Notes**

If the Depositary is at any time unwilling or unable to continue as depositary for Global Notes and a successor depositary is not appointed by the Company within 90 days, the Company will issue the Notes in definitive form in exchange for Global Notes. Paragraph 6 of Section 303 of the Indenture shall not apply in respect of the Notes; the Depositary shall not be required to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation.

The Company will also issue the Notes in definitive form in exchange for Global Notes if an Event of Default has occurred with regard to the Notes represented by Global Notes and has not been cured or waived.

In addition, the Company may at any time and in its sole discretion determine not to have the Notes represented by Global Notes and, in that event, will issue the Notes in definitive form in exchange for Global Notes.

In any such instance, an owner of a beneficial interest in Global Notes will be entitled to physical delivery in definitive form of the Notes represented by Global Notes equal in principal amount to such beneficial interest and to have such Notes registered in its name. Any Notes so issued in definitive form will be issued as registered in minimum denominations of €100,000 and integral multiples of €1,000 thereafter, unless otherwise specified by the Company. Such definitive form of the Notes can be transferred by presentation for registration to the Registrar and Transfer Agent, as set forth below under “Registration, Transfer and Exchange.”

### **Registration, Transfer and Exchange**

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

The Notes are issuable only in registered form without coupons in denominations of €100,000 and any multiple of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

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

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

### **Other**

The Notes are not subject to a sinking fund.

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

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

ASSIGNMENT FORM

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

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

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

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

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

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**EXHIBIT B**

**Form of 2033 Notes**

*See attached.*

REGISTERED

No. 1

MONDELÉZ INTERNATIONAL, INC.

0.750% NOTE DUE 2033

representing

€600,000,000

CUSIP: U6100R DC4  
Common Code: 231272313  
ISIN: XS2312723138

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY DEUTSCHE BANK AG, LONDON BRANCH (THE "DEPOSITARY"), AS THE COMMON DEPOSITARY FOR CLEARSTREAM BANKING, *SOCIÉTÉ ANONYME* ("CLEARSTREAM") AND EUROCLEAR BANK S.A./N.V. ("EUROCLEAR"), TO A NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF BT GLOBENET NOMINEES LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO BT GLOBENET NOMINEES LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, BT GLOBENET NOMINEES LIMITED, HAS AN INTEREST HEREIN.

MONDELÉZ INTERNATIONAL, INC., a Virginia corporation (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to BT Globenet Nominees Limited (as nominee of the Depositary), or registered assigns, the principal sum of €600,000,000 (SIX HUNDRED MILLION EUROS) on March 17, 2033, and to pay interest thereon from March 17, 2021 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at a rate per annum of 0.750%, annually in arrears on March 17 of each year (each, an "Interest Payment Date"), beginning on March 17, 2022, until the principal hereof is paid or made available for payment. If any Interest Payment Date (other than March 17, 2033 or any earlier repayment date) is not a Business Day, the Interest Payment Date will be postponed to the next succeeding Business Day, and no interest will accrue as a result of such delayed payment on amounts payable from and after such Interest Payment Date to the next succeeding Business Day. If March 17, 2033 or any earlier repayment date falls on a day that is not a Business Day, then payment of principal or interest otherwise payable on such date may be made on the next succeeding Business Day, in each case with the same force and effect as if made on March 17, 2033 or such earlier repayment date, and no interest shall accrue as a result of such delayed payment on amounts payable from and after March 17, 2033 or such earlier repayment date, as the case may be, to the next succeeding Business Day.

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

Payment of the principal, premium (if any) and interest in respect of the Notes will be made at the office or agency of the Company maintained for that purpose in New York, New York, which will initially be the principal corporate trust office or agency of Deutsche Bank Trust Company Americas (the “Paying Agent”) in New York, New York, or in London, England, which will initially be the branch corporate trust office or agency of the Paying Agent in London, England; *provided* that, at the option of the Company, payment of interest, other than interest at maturity or upon redemption, may be made by check mailed to the address of the Holder entitled thereto as such address appears on the Security Register at the close of business on the Regular Record Date; *provided, further*, that (1) the Depository, as Holder of the Notes, or (2) a Holder of more than €5,000,000 in aggregate principal amount of the Notes in definitive form is entitled to require the Paying Agent to make payments of interest, other than interest due at maturity or upon redemption, by wire transfer of immediately available funds into an account maintained by the Holder in the United States, by sending appropriate wire transfer instructions as long as the Paying Agent receives the instructions not less than ten days prior to the applicable Interest Payment Date. The principal and interest payable on any of the Notes at maturity, or upon redemption, will be paid by wire transfer of immediately available funds against presentation of a Note at the office of the Registrar and Transfer Agent. Notwithstanding the foregoing, payment of any amount payable in respect of a Note in global form (a “Global Note”) shall be made in accordance with the applicable procedures of the Depository.

Principal, premium (if any) and interest payments in respect of the Notes will be payable in euro. If the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company’s control or the euro is no longer used by the member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in U.S. dollars until euro is again available to the Company or so used. The amount payable on any date in euro will be converted into U.S. dollars on the basis of the most recently available Market Exchange Rate for the euro, in each case as certified by the Company to the Trustee and the Paying Agent pursuant to an Officers’ Certificate at least five Business Days prior to such payment date.

“Market Exchange Rate” means the noon buying rate in The City of New York for cable transfers of euro as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York.

“Business Day” means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in New York or the Place of Payment, *provided* such day is also a London banking day and is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, operates.

Interest on the Notes shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or from March 17, 2033, if no interest has been paid on the Notes), to, but excluding, the next scheduled Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

The interest rate on the Notes will in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States law of general application.

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

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

*(Signature Page Follows)*

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

Dated: March 17, 2021.

MONDELEZ INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

Attest:

By: \_\_\_\_\_  
Name:  
Title:

CERTIFICATE OF AUTHENTICATION

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

Dated: March 17, 2021.

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Trustee

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

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

SIGNATURE PAGE TO GLOBAL NOTE

MONDELĒZ INTERNATIONAL, INC.

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

As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as provided or permitted in the Indenture. This Note is one of a series of the Securities designated therein as 0.750% Notes due 2033 (the “Notes”), initially issued in an aggregate principal amount of €600,000,000 on March 17, 2021.

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

**Change of Control**

If a Change of Control Triggering Event (as defined below) occurs, unless the Company has exercised its right to redeem the Notes, Holders may require the Company to repurchase all or any part (equal to €100,000 or an integral multiple of €1,000 in excess thereof) of their Notes pursuant to an offer (the “Change of Control Offer”) of payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the “Change of Control Payment”). Within 30 days following any Change of Control Triggering Event, the Company will mail a notice to Holders (with a copy to the Trustee) describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the “Change of Control Payment Date”), pursuant to the procedures described in such notice. The Company must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934 (the “Exchange Act”) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the

Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, the Company will, to the extent lawful: accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer; deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officers' certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each Holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new note will be in a principal amount of €100,000 or an integral multiple of €1,000 in excess thereof.

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

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

“Below Investment Grade Rating Event” means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided* that a below investment grade rating event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect to a particular Change of Control (and thus shall not be deemed a below investment grade rating event for purposes of the definition of Change of Control Triggering Event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the below investment grade rating event).

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

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

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

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

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

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

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

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

### **Payment of Additional Amounts**

All payments by the Company or its paying agents will be made free and clear of and without withholding or deduction for or on account of any present or future tax, assessment or other governmental charge imposed by the United States or any political subdivision or taxing authority of the United States, unless the withholding or deduction of such amounts is required by law or the official interpretation or administration thereof.

The Company will, subject to the exceptions and limitations set forth below, pay such additional amounts as may be necessary to ensure that every net payment on a Note to a beneficial owner of the Note that is a Non-U.S. Holder (as defined below) or is a partnership that is not created or organized in or under the laws of the United States or any state or political subdivision thereof, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by the United States or any political subdivision or taxing authority of the United States, will not be less than the amount provided in such Note to be then due and payable absent such deduction or withholding. However, the Company will not pay additional amounts if the beneficial owner is subject to taxation solely for reasons other than its ownership of the Note, nor will the Company pay additional amounts for or on account of:

- (a) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the existence of any present or former connection (other than the mere fact of being a beneficial owner of a Note or receiving payments or enforcing rights in respect thereof) between the beneficial owner (or between a fiduciary, settlor, beneficiary or person holding a power over such beneficial owner, if the beneficial owner is an estate or trust, or a partner, member or shareholder of the beneficial owner, if the beneficial owner is a partnership, limited liability company or corporation) of a Note and the United States, including, without limitation, such beneficial owner (or such fiduciary, settlor, beneficiary, person holding a power, partner, member or shareholder) being or having been a citizen or resident of the United States or treated as being or having been a resident thereof;
- (b) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner (or a fiduciary, settlor, beneficiary or person holding a power over such beneficial owner, if the beneficial owner is an estate or trust, or a partner, member or shareholder of the beneficial owner, if the beneficial owner is a partnership, limited liability company or corporation) (i) being or having been treated as present in, or engaged in a trade or business in, the United States or (ii) having or having had a permanent establishment in the United States;
- (c) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner (or a fiduciary, settlor, beneficiary or person holding a power over such beneficial owner, if the beneficial owner is an estate or trust, or a partner, member or shareholder of the beneficial owner, if the beneficial owner is a partnership, limited liability company or corporation) being or having been treated as, for U.S. federal income tax purposes, a personal holding company, a controlled foreign corporation, a passive foreign investment company, a foreign private foundation or other foreign tax-exempt organization, or a corporation that accumulates earnings to avoid U.S. federal income tax;
- (d) any tax, assessment or other governmental charge imposed on a beneficial owner that actually or constructively owns 10% or more of the total combined voting power of all of the Company's classes of stock that are entitled to vote within the meaning of Section 871(h)(3) of the Internal Revenue Code of 1986, as amended (the "Code");
- (e) any tax, assessment or other governmental charge which would not have been so imposed but for the presentation of such Note for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which such payment is duly provided for, whichever occurs later;
- (f) any tax, assessment or other governmental charge that is payable by any method other than withholding or deduction from payments in respect of a Note;
- (g) any gift, estate, inheritance, sales, transfer, wealth, personal property or excise tax or any similar tax, assessment or other governmental charge;
- (h) any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment in respect of any Note if such payment can be made without such withholding by at least one other paying agent;
- (i) any tax, assessment or other governmental charge that is imposed or withheld by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

- (j) any tax, assessment or other governmental charge imposed as a result of the failure of the Holder or beneficial owner of a Note to comply with a request to satisfy any applicable certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of a Note, if such compliance is required by statute or regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to relief or exemption from such tax, assessment or other governmental charge;
- (k) any tax, assessment or other governmental charge imposed by reason of the failure of the beneficial owner to fulfill the statement requirements of Section 871(h) or Section 881(c) of the Code;
- (l) any tax, assessment or other governmental charge imposed by reason of the Holder or beneficial owner of a Note being or having been treated as a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in section 881(c)(3)(A) of the Code or any successor provisions;
- (m) any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code as of March 17, 2021 (or any amended or successor provision that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to current Section 1471(b) of the Code (or any amended or successor version described above) or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement (or related laws or official administrative practices) implementing the foregoing; or
- (n) any combination of items (a) through (m) above.

The term “Non-U.S. Holder” means any beneficial owner of a Note that is not a U.S. Holder and is not a partnership (including any entity or arrangement properly classified as a partnership for U.S. federal income tax purposes). The term “U.S. Holder” means a beneficial owner of a Note that is for U.S. federal income tax purposes: an individual citizen or resident of the United States; a corporation created or organized in or under the laws of the United States or any state or political subdivision thereof; an estate, the income of which is subject to U.S. federal income tax regardless of its source; or a trust, if (i) a U.S. court is able to exercise primary supervision over the trust’s administration and one or more “United States persons” (as defined in the Code) have the authority to control all substantial decisions of the trust, or (ii) the trust has in effect a valid election to be treated as a “United States person” (as defined in the Code).

If the Company is required to pay additional amounts with respect to the Notes, it will notify the Trustee pursuant to an Officers’ Certificate that specifies the additional amounts payable. If the Trustee does not receive such an Officers’ Certificate, the Trustee shall be fully protected in assuming that no such additional amounts are payable.

#### **Optional Redemption**

Prior to December 17, 2032 (the date that is three months prior to the scheduled maturity date for the Notes), the Company may, at its option, redeem the Notes, in whole at any time or in part from time to time, at a redemption price equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments discounted to the redemption date, on an annual basis (ACTUAL/ACTUAL (ICMA)), at the Treasury Rate plus 20 basis points, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

“Independent Investment Bank” means one of the Reference Bond Dealers that the Company appoints as the Independent Investment Bank from time to time.

“Treasury Rate” means the price, expressed as a percentage (rounded to three decimal places, 0.0005 being rounded upwards), at which the gross redemption yield on the Notes, if they were to be purchased at such price on the third business day prior to the date fixed for redemption, would be equal to the gross redemption yield on such business day of the Reference Bond (as defined below) on the basis of the middle market price of the Reference Bond prevailing at 11:00 a.m. (London time) on such dealing day as determined by the Company or the Independent Investment Bank.

“Reference Bond” means, in relation to any Treasury Rate calculation, a German government bond whose maturity is closest to the maturity of the Notes, or if the Company or the Independent Investment Bank considers that such similar bond is not in issue, such other German government bond as the Company or the Independent Investment Bank, with the advice of three brokers of, and/ or market makers in, German government bonds selected by the Company or the Independent Investment Bank, determine to be appropriate for determining the Treasury Rate.

“Reference Bond Dealer” means (A) each of Barclays Bank PLC, Goldman Sachs & Co. LLC, HSBC Bank plc and Mizuho International plc (or their respective affiliates that are Primary Bond Dealers), and their respective successors and (B) any other broker of, and/or market maker in, German government bonds (a “Primary Bond Dealer”) selected by the Company.

“Remaining Scheduled Payments” means, with respect to the Notes to be redeemed, the remaining scheduled payments of principal of and interest on such Notes that would be due after the related redemption date but for the redemption. If that redemption date is not an Interest Payment Date with respect to the Notes to be redeemed, the amount of the next succeeding scheduled interest payment on such Notes will be reduced by the amount of interest accrued on such Notes to, but excluding, the redemption date.

On or after December 17, 2032, the Company may, at its option, redeem the Notes, in whole at any time or in part from time to time at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

If money sufficient to pay the redemption price on the Notes (or portions thereof) to be redeemed on the applicable redemption date is deposited with the Paying Agent on or before the applicable redemption date and certain other conditions are satisfied, then on and after such redemption date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption.

The Company will, or will cause the Trustee or Paying Agent on its behalf to, mail notice of a redemption to Holders of the Notes to be redeemed by first-class mail (or otherwise transmit in accordance with applicable procedures of the Depositary) at least 15 and not more than 60 days prior to the date fixed for redemption. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. On or before the applicable redemption date, the Company will deposit with the Paying Agent or set aside, segregate and hold in trust (if the Company is acting as paying agent), funds sufficient to pay the redemption price of, and accrued and unpaid interest on, such Notes to be redeemed on that redemption date. If fewer than all of the Notes are to be redeemed, the Paying Agent will select, not more than 60 days prior to the redemption date, the particular Notes or portions thereof for redemption from the outstanding Notes not previously called by such method as the Paying Agent deems fair and appropriate and in accordance with the applicable procedures of the Depositary; *provided, however*, that no Notes of a principal amount of €100,000 or less shall be redeemed in part.

## **Redemption for Tax Reasons**

The Company may redeem the Notes prior to maturity in whole, but not in part, on not more than 60 days' notice and not less than 30 days' notice (with written notice to the Trustee no less than 15 days (or such shorter period as agreed by the Trustee) prior to the sending of such redemption notice in the event the Trustee is engaged by the Company to send such notice or cause such notice to be sent in the Company's name and at the Company's expense) at a redemption price equal to the principal amount of such Notes plus any accrued interest and additional amounts to, but not including, the date fixed for redemption if:

- as a result of a change in or amendment to the tax laws, regulations or rulings of the United States or any political subdivision or taxing authority of or in the United States or any change in official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction in the United States), which change or amendment is announced or becomes effective on or after March 17, 2021, the Company has or will become obligated to pay additional amounts with respect to the Notes as described above under "Payment of Additional Amounts," and the Company, in its business judgment, determines that such obligations cannot be avoided by the use of reasonable measures available to the Company; or
- on or after March 17, 2021, any action is taken by a taxing authority of, or any decision has been rendered by a court of competent jurisdiction in, the United States or any political subdivision of or in the United States, including any of those actions specified above, whether or not such action was taken or decision was rendered with respect to the Company, or any change, amendment, application or interpretation is officially proposed, which, in any such case, in the written opinion of independent legal counsel of recognized standing, will result in a material probability that the Company will become obligated to pay additional amounts with respect to the Notes, and the Company, in its business judgment, determines that such obligations cannot be avoided by the use of reasonable measures available to the Company.

If the Company exercises its option to redeem the Notes, the Company will deliver to the Trustee a certificate signed by an authorized officer stating that it is entitled to redeem the Notes and an opinion of independent tax counsel selected by the Company to the effect that the circumstances described above exist. The Trustee and any paying agents will accept and will be entitled to conclusively rely upon such officer's certificate and opinion of counsel as sufficient evidence of the satisfaction of the conditions precedent described above for the Company to exercise its right to redeem the Notes, which determination will be conclusive and binding on the Holders of the Notes.

## **Defeasance**

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

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

## **Events of Default**

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

## **Amendments**

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

## **Payment**

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

## **Certificated Notes**

If the Depositary is at any time unwilling or unable to continue as depositary for Global Notes and a successor depositary is not appointed by the Company within 90 days, the Company will issue the Notes in definitive form in exchange for Global Notes. Paragraph 6 of Section 303 of the Indenture shall not apply in respect of the Notes; the Depositary shall not be required to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation.

The Company will also issue the Notes in definitive form in exchange for Global Notes if an Event of Default has occurred with regard to the Notes represented by Global Notes and has not been cured or waived.

In addition, the Company may at any time and in its sole discretion determine not to have the Notes represented by Global Notes and, in that event, will issue the Notes in definitive form in exchange for Global Notes.

In any such instance, an owner of a beneficial interest in Global Notes will be entitled to physical delivery in definitive form of the Notes represented by Global Notes equal in principal amount to such

beneficial interest and to have such Notes registered in its name. Any Notes so issued in definitive form will be issued as registered in minimum denominations of €100,000 and integral multiples of €1,000 thereafter, unless otherwise specified by the Company. Such definitive form of the Notes can be transferred by presentation for registration to the Registrar and Transfer Agent, as set forth below under “Registration, Transfer and Exchange.”

### **Registration, Transfer and Exchange**

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

The Notes are issuable only in registered form without coupons in denominations of €100,000 and any multiple of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

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

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

### **Other**

The Notes are not subject to a sinking fund.

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

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

ASSIGNMENT FORM

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

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

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

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

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

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**EXHIBIT C**

**Form of 2041 Notes**

*See attached.*

REGISTERED  
No. 1

MONDELÉZ INTERNATIONAL, INC.

1.375% NOTE DUE 2041

representing

€650,000,000

CUSIP: U6100R DD2  
Common Code: 231272330  
ISIN: XS2312723302

THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN CERTIFICATED FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY DEUTSCHE BANK AG, LONDON BRANCH (THE "DEPOSITARY"), AS THE COMMON DEPOSITARY FOR CLEARSTREAM BANKING, *SOCIÉTÉ ANONYME* ("CLEARSTREAM") AND EUROCLEAR BANK S.A./N.V. ("EUROCLEAR"), TO A NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF BT GLOBENET NOMINEES LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO BT GLOBENET NOMINEES LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, BT GLOBENET NOMINEES LIMITED, HAS AN INTEREST HEREIN.

MONDELÉZ INTERNATIONAL, INC., a Virginia corporation (hereinafter called the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to BT Globenet Nominees Limited (as nominee of the Depositary), or registered assigns, the principal sum of €650,000,000 (SIX HUNDRED FIFTY MILLION EUROS) on March 17, 2041, and to pay interest thereon from March 17, 2021 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at a rate per annum of 1.375%, annually in arrears on March 17 of each year (each, an "Interest Payment Date"), beginning on March 17, 2022, until the principal hereof is paid or made available for payment. If any Interest Payment Date (other than March 17, 2041 or any earlier repayment date) is not a Business Day, the Interest Payment Date will be postponed to the next succeeding Business Day, and no interest will accrue as a result of such delayed payment on amounts payable from and after such Interest Payment Date to the next succeeding Business Day. If March 17, 2041 or any earlier repayment date falls on a day that is not a Business Day, then payment of principal or interest otherwise payable on such date may be made on the next succeeding Business Day, in each case with the same force and effect as if made on March 17, 2041 or such earlier repayment date, and no interest shall accrue as a result of such delayed payment on amounts payable from and after March 17, 2041 or such earlier repayment date, as the case may be, to the next succeeding Business Day.

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

Payment of the principal, premium (if any) and interest in respect of the Notes will be made at the office or agency of the Company maintained for that purpose in New York, New York, which will initially be the principal corporate trust office or agency of Deutsche Bank Trust Company Americas (the “Paying Agent”) in New York, New York, or in London, England, which will initially be the branch corporate trust office or agency of the Paying Agent in London, England; *provided* that, at the option of the Company, payment of interest, other than interest at maturity or upon redemption, may be made by check mailed to the address of the Holder entitled thereto as such address appears on the Security Register at the close of business on the Regular Record Date; *provided, further*, that (1) the Depository, as Holder of the Notes, or (2) a Holder of more than €5,000,000 in aggregate principal amount of the Notes in definitive form is entitled to require the Paying Agent to make payments of interest, other than interest due at maturity or upon redemption, by wire transfer of immediately available funds into an account maintained by the Holder in the United States, by sending appropriate wire transfer instructions as long as the Paying Agent receives the instructions not less than ten days prior to the applicable Interest Payment Date. The principal and interest payable on any of the Notes at maturity, or upon redemption, will be paid by wire transfer of immediately available funds against presentation of a Note at the office of the Registrar and Transfer Agent. Notwithstanding the foregoing, payment of any amount payable in respect of a Note in global form (a “Global Note”) shall be made in accordance with the applicable procedures of the Depository.

Principal, premium (if any) and interest payments in respect of the Notes will be payable in euro. If the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond the Company’s control or the euro is no longer used by the member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in U.S. dollars until euro is again available to the Company or so used. The amount payable on any date in euro will be converted into U.S. dollars on the basis of the most recently available Market Exchange Rate for the euro, in each case as certified by the Company to the Trustee and the Paying Agent pursuant to an Officers’ Certificate at least five Business Days prior to such payment date.

“Market Exchange Rate” means the noon buying rate in The City of New York for cable transfers of euro as certified for customs purposes (or, if not so certified, as otherwise determined) by the Federal Reserve Bank of New York.

“Business Day” means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in New York or the Place of Payment, *provided* such day is also a London banking day and is a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, operates.

Interest on the Notes shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or from March 17, 2041, if no interest has been paid on the Notes), to, but excluding, the next scheduled Interest Payment Date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

The interest rate on the Notes will in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States law of general application.

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

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

*(Signature Page Follows)*

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

Dated: March 17, 2021.

MONDELEZ INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

Attest:

By: \_\_\_\_\_  
Name:  
Title:

CERTIFICATE OF AUTHENTICATION

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

Dated: March 17, 2021.

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Trustee

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

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

SIGNATURE PAGE TO GLOBAL NOTE

MONDELĚZ INTERNATIONAL, INC.

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

As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as provided or permitted in the Indenture. This Note is one of a series of the Securities designated therein as 1.375% Notes due 2041 (the “Notes”), initially issued in an aggregate principal amount of €650,000,000 on March 17, 2021.

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

#### **Change of Control**

If a Change of Control Triggering Event (as defined below) occurs, unless the Company has exercised its right to redeem the Notes, Holders may require the Company to repurchase all or any part (equal to €100,000 or an integral multiple of €1,000 in excess thereof) of their Notes pursuant to an offer (the “Change of Control Offer”) of payment in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased, to the date of purchase (the “Change of Control Payment”). Within 30 days following any Change of Control Triggering Event, the Company will mail a notice to Holders (with a copy to the Trustee) describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the “Change of Control Payment Date”), pursuant to the procedures described in such notice. The Company must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934 (the “Exchange Act”) and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the

Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, the Company will, to the extent lawful: accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer; deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officers' certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly mail to each Holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered; *provided* that each new note will be in a principal amount of €100,000 or an integral multiple of €1,000 in excess thereof.

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

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

“Below Investment Grade Rating Event” means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided* that a below investment grade rating event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect to a particular Change of Control (and thus shall not be deemed a below investment grade rating event for purposes of the definition of Change of Control Triggering Event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the below investment grade rating event).

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

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

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

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

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

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

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

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

### **Payment of Additional Amounts**

All payments by the Company or its paying agents will be made free and clear of and without withholding or deduction for or on account of any present or future tax, assessment or other governmental charge imposed by the United States or any political subdivision or taxing authority of the United States, unless the withholding or deduction of such amounts is required by law or the official interpretation or administration thereof.

The Company will, subject to the exceptions and limitations set forth below, pay such additional amounts as may be necessary to ensure that every net payment on a Note to a beneficial owner of the Note that is a Non-U.S. Holder (as defined below) or is a partnership that is not created or organized in or under the laws of the United States or any state or political subdivision thereof, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by the United States or any political subdivision or taxing authority of the United States, will not be less than the amount provided in such Note to be then due and payable absent such deduction or withholding. However, the Company will not pay additional amounts if the beneficial owner is subject to taxation solely for reasons other than its ownership of the Note, nor will the Company pay additional amounts for or on account of:

- (a) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the existence of any present or former connection (other than the mere fact of being a beneficial owner of a Note or receiving payments or enforcing rights in respect thereof) between the beneficial owner (or between a fiduciary, settlor, beneficiary or person holding a power over such beneficial owner, if the beneficial owner is an estate or trust, or a partner, member or shareholder of the beneficial owner, if the beneficial owner is a partnership, limited liability company or corporation) of a Note and the United States, including, without limitation, such beneficial owner (or such fiduciary, settlor, beneficiary, person holding a power, partner, member or shareholder) being or having been a citizen or resident of the United States or treated as being or having been a resident thereof;
- (b) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner (or a fiduciary, settlor, beneficiary or person holding a power over such beneficial owner, if the beneficial owner is an estate or trust, or a partner, member or shareholder of the beneficial owner, if the beneficial owner is a partnership, limited liability company or corporation) (i) being or having been treated as present in, or engaged in a trade or business in, the United States or (ii) having or having had a permanent establishment in the United States;
- (c) any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner (or a fiduciary, settlor, beneficiary or person holding a power over such beneficial owner, if the beneficial owner is an estate or trust, or a partner, member or shareholder of the beneficial owner, if the beneficial owner is a partnership, limited liability company or corporation) being or having been treated as, for U.S. federal income tax purposes, a personal holding company, a controlled foreign corporation, a passive foreign investment company, a foreign private foundation or other foreign tax-exempt organization, or a corporation that accumulates earnings to avoid U.S. federal income tax;
- (d) any tax, assessment or other governmental charge imposed on a beneficial owner that actually or constructively owns 10% or more of the total combined voting power of all of the Company's classes of stock that are entitled to vote within the meaning of Section 871(h)(3) of the Internal Revenue Code of 1986, as amended (the "Code");
- (e) any tax, assessment or other governmental charge which would not have been so imposed but for the presentation of such Note for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which such payment is duly provided for, whichever occurs later;
- (f) any tax, assessment or other governmental charge that is payable by any method other than withholding or deduction from payments in respect of a Note;
- (g) any gift, estate, inheritance, sales, transfer, wealth, personal property or excise tax or any similar tax, assessment or other governmental charge;
- (h) any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment in respect of any Note if such payment can be made without such withholding by at least one other paying agent;
- (i) any tax, assessment or other governmental charge that is imposed or withheld by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

- (j) any tax, assessment or other governmental charge imposed as a result of the failure of the Holder or beneficial owner of a Note to comply with a request to satisfy any applicable certification, information, documentation or other reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or beneficial owner of a Note, if such compliance is required by statute or regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to relief or exemption from such tax, assessment or other governmental charge;
- (k) any tax, assessment or other governmental charge imposed by reason of the failure of the beneficial owner to fulfill the statement requirements of Section 871(h) or Section 881(c) of the Code;
- (l) any tax, assessment or other governmental charge imposed by reason of the Holder or beneficial owner of a Note being or having been treated as a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in section 881(c)(3)(A) of the Code or any successor provisions;
- (m) any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code as of March 17, 2021 (or any amended or successor provision that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to current Section 1471(b) of the Code (or any amended or successor version described above) or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement (or related laws or official administrative practices) implementing the foregoing; or
- (n) any combination of items (a) through (m) above.

The term “Non-U.S. Holder” means any beneficial owner of a Note that is not a U.S. Holder and is not a partnership (including any entity or arrangement properly classified as a partnership for U.S. federal income tax purposes). The term “U.S. Holder” means a beneficial owner of a Note that is for U.S. federal income tax purposes: an individual citizen or resident of the United States; a corporation created or organized in or under the laws of the United States or any state or political subdivision thereof; an estate, the income of which is subject to U.S. federal income tax regardless of its source; or a trust, if (i) a U.S. court is able to exercise primary supervision over the trust’s administration and one or more “United States persons” (as defined in the Code) have the authority to control all substantial decisions of the trust, or (ii) the trust has in effect a valid election to be treated as a “United States person” (as defined in the Code).

If the Company is required to pay additional amounts with respect to the Notes, it will notify the Trustee pursuant to an Officers’ Certificate that specifies the additional amounts payable. If the Trustee does not receive such an Officers’ Certificate, the Trustee shall be fully protected in assuming that no such additional amounts are payable.

#### **Optional Redemption**

Prior to December 17, 2040 (the date that is three months prior to the scheduled maturity date for the Notes), the Company may, at its option, redeem the Notes, in whole at any time or in part from time to time, at a redemption price equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments discounted to the redemption date, on an annual basis (ACTUAL/ACTUAL (ICMA)), at the Treasury Rate plus 25 basis points, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

“Independent Investment Bank” means one of the Reference Bond Dealers that the Company appoints as the Independent Investment Bank from time to time.

“Treasury Rate” means the price, expressed as a percentage (rounded to three decimal places, 0.0005 being rounded upwards), at which the gross redemption yield on the Notes, if they were to be purchased at such price on the third business day prior to the date fixed for redemption, would be equal to the gross redemption yield on such business day of the Reference Bond (as defined below) on the basis of the middle market price of the Reference Bond prevailing at 11:00 a.m. (London time) on such dealing day as determined by the Company or the Independent Investment Bank.

“Reference Bond” means, in relation to any Treasury Rate calculation, a German government bond whose maturity is closest to the maturity of the Notes, or if the Company or the Independent Investment Bank considers that such similar bond is not in issue, such other German government bond as the Company or the Independent Investment Bank, with the advice of three brokers of, and/ or market makers in, German government bonds selected by the Company or the Independent Investment Bank, determine to be appropriate for determining the Treasury Rate.

“Reference Bond Dealer” means (A) each of Barclays Bank PLC, Goldman Sachs & Co. LLC, HSBC Bank plc and Mizuho International plc (or their respective affiliates that are Primary Bond Dealers), and their respective successors and (B) any other broker of, and/or market maker in, German government bonds (a “Primary Bond Dealer”) selected by the Company.

“Remaining Scheduled Payments” means, with respect to the Notes to be redeemed, the remaining scheduled payments of principal of and interest on such Notes that would be due after the related redemption date but for the redemption. If that redemption date is not an Interest Payment Date with respect to the Notes to be redeemed, the amount of the next succeeding scheduled interest payment on such Notes will be reduced by the amount of interest accrued on such Notes to, but excluding, the redemption date.

On or after December 17, 2040, the Company may, at its option, redeem the Notes, in whole at any time or in part from time to time at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

If money sufficient to pay the redemption price on the Notes (or portions thereof) to be redeemed on the applicable redemption date is deposited with the Paying Agent on or before the applicable redemption date and certain other conditions are satisfied, then on and after such redemption date, interest will cease to accrue on such Notes (or such portion thereof) called for redemption.

The Company will, or will cause the Trustee or Paying Agent on its behalf to, mail notice of a redemption to Holders of the Notes to be redeemed by first-class mail (or otherwise transmit in accordance with applicable procedures of the Depositary) at least 15 and not more than 60 days prior to the date fixed for redemption. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the Notes or portions thereof called for redemption. On or before the applicable redemption date, the Company will deposit with the Paying Agent or set aside, segregate and hold in trust (if the Company is acting as paying agent), funds sufficient to pay the redemption price of, and accrued and unpaid interest on, such Notes to be redeemed on that redemption date. If fewer than all of the Notes are to be redeemed, the Paying Agent will select, not more than 60 days prior to the redemption date, the particular Notes or portions thereof for redemption from the outstanding Notes not previously called by such method as the Paying Agent deems fair and appropriate and in accordance with the applicable procedures of the Depositary; *provided, however*, that no Notes of a principal amount of €100,000 or less shall be redeemed in part.

## **Redemption for Tax Reasons**

The Company may redeem the Notes prior to maturity in whole, but not in part, on not more than 60 days' notice and not less than 30 days' notice (with written notice to the Trustee no less than 15 days (or such shorter period as agreed by the Trustee) prior to the sending of such redemption notice in the event the Trustee is engaged by the Company to send such notice or cause such notice to be sent in the Company's name and at the Company's expense) at a redemption price equal to the principal amount of such Notes plus any accrued interest and additional amounts to, but not including, the date fixed for redemption if:

- as a result of a change in or amendment to the tax laws, regulations or rulings of the United States or any political subdivision or taxing authority of or in the United States or any change in official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction in the United States), which change or amendment is announced or becomes effective on or after March 17, 2021, the Company has or will become obligated to pay additional amounts with respect to the Notes as described above under "Payment of Additional Amounts," and the Company, in its business judgment, determines that such obligations cannot be avoided by the use of reasonable measures available to the Company; or
- on or after March 17, 2021, any action is taken by a taxing authority of, or any decision has been rendered by a court of competent jurisdiction in, the United States or any political subdivision of or in the United States, including any of those actions specified above, whether or not such action was taken or decision was rendered with respect to the Company, or any change, amendment, application or interpretation is officially proposed, which, in any such case, in the written opinion of independent legal counsel of recognized standing, will result in a material probability that the Company will become obligated to pay additional amounts with respect to the Notes, and the Company, in its business judgment, determines that such obligations cannot be avoided by the use of reasonable measures available to the Company.

If the Company exercises its option to redeem the Notes, the Company will deliver to the Trustee a certificate signed by an authorized officer stating that it is entitled to redeem the Notes and an opinion of independent tax counsel selected by the Company to the effect that the circumstances described above exist. The Trustee and any paying agents will accept and will be entitled to conclusively rely upon such officer's certificate and opinion of counsel as sufficient evidence of the satisfaction of the conditions precedent described above for the Company to exercise its right to redeem the Notes, which determination will be conclusive and binding on the Holders of the Notes.

## **Defeasance**

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

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

## **Events of Default**

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

## **Amendments**

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

## **Payment**

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

## **Certificated Notes**

If the Depositary is at any time unwilling or unable to continue as depositary for Global Notes and a successor depositary is not appointed by the Company within 90 days, the Company will issue the Notes in definitive form in exchange for Global Notes. Paragraph 6 of Section 303 of the Indenture shall not apply in respect of the Notes; the Depositary shall not be required to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, or any other applicable statute or regulation.

The Company will also issue the Notes in definitive form in exchange for Global Notes if an Event of Default has occurred with regard to the Notes represented by Global Notes and has not been cured or waived.

In addition, the Company may at any time and in its sole discretion determine not to have the Notes represented by Global Notes and, in that event, will issue the Notes in definitive form in exchange for Global Notes.

In any such instance, an owner of a beneficial interest in Global Notes will be entitled to physical delivery in definitive form of the Notes represented by Global Notes equal in principal amount to such

beneficial interest and to have such Notes registered in its name. Any Notes so issued in definitive form will be issued as registered in minimum denominations of €100,000 and integral multiples of €1,000 thereafter, unless otherwise specified by the Company. Such definitive form of the Notes can be transferred by presentation for registration to the Registrar and Transfer Agent, as set forth below under “Registration, Transfer and Exchange.”

### **Registration, Transfer and Exchange**

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

The Notes are issuable only in registered form without coupons in denominations of €100,000 and any multiple of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

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

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

### **Other**

The Notes are not subject to a sinking fund.

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

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

ASSIGNMENT FORM

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

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

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

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

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

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

March 17, 2021

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

Re: Mondelēz International, Inc.  
Registration Statement on Form S-3 (File No. 333-236787)

Ladies and Gentlemen:

We have acted as counsel to Mondelēz International, Inc., a Virginia corporation (the “Company”), in connection with the preparation and filing with the Securities and Exchange Commission (the “Commission”) of a prospectus supplement, dated March 3, 2021 (the “Prospectus Supplement”), filed with the Commission on March 4, 2021 pursuant to Rule 424(b) of the Securities Act of 1933, as amended (the “Securities Act”), and the offering by the Company pursuant thereto of €750,000,000 principal amount of the Company’s 0.250% Notes due 2028 (the “2028 Notes”), €600,000,000 principal amount of the Company’s 0.750% Notes due 2033 (the “2033 Notes”) and €650,000,000 principal amount of the Company’s 1.375% Notes due 2041 (the “2041 Notes” and, together with the 2028 Notes and the 2033 Notes, the “Notes”). In connection with the offering of the Notes, we have examined the registration statement on Form S-3, File No. 333-236787 (the “Registration Statement”), under the Securities Act and the prospectus included therein.

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

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

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

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

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

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

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

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

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP



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 RICHMOND, VIRGINIA 23219-4074

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FILE NO: 059109.0000102

March 17, 2021

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

**Mondelēz International, Inc.**  
**Public Offering of**  
**0.250% Notes due 2028**  
**0.750% Notes due 2033**  
**1.375% Notes due 2041**

Ladies and Gentlemen:

We have acted as special Virginia counsel to Mondelēz International, Inc., a Virginia corporation (the “Company”), for the purpose of providing this opinion in connection with the Company’s offering and sale of (i) €750,000,000 aggregate principal amount of its 0.250% Notes due 2028, (ii) €600,000,000 aggregate principal amount of its 0.750% Notes due 2033 and (iii) €650,000,000 aggregate principal amount of its 1.375% Notes due 2041 (collectively, the “Notes”) pursuant to the Terms Agreement, dated March 3, 2021 (the “Terms Agreement”), among the Company and Barclays Bank PLC, Goldman, Sachs & Co. LLC, HSBC Bank plc and Mizuho International plc, as representatives of the several underwriters named in Schedule A to the Terms Agreement.

The Notes are to be issued pursuant to an indenture, dated as of March 6, 2015 (the “Indenture”), between the Company and Deutsche Bank Trust Company Americas, as trustee (the “Trustee”), as modified by (a) Supplemental Indenture No. 1, dated as of February 13, 2019 (“Supplemental Indenture No. 1”), between the Company and the Trustee, modifying certain terms of the Indenture, (b) Supplemental Indenture No. 2, dated as of April 13, 2020, between the Company and the Trustee, modifying certain terms of the Indenture (together with Supplemental Indenture No. 1, the “Supplemental Indentures”) and (c) the Officers’ Certificate of the Company, dated as of the date hereof (the “Certificate”), to set forth the terms of the Notes. The Notes are being offered and sold as described in the Base Prospectus, dated February 28, 2020, and the prospectus supplement thereto, dated March 3, 2021 (collectively, the “Prospectus”).

ATLANTA AUSTIN BANGKOK BEIJING BOSTON BRUSSELS CHARLOTTE DALLAS DUBAI HOUSTON LONDON LOS ANGELES  
 MIAMI NEW YORK NORFOLK RICHMOND SAN FRANCISCO THE WOODLANDS TYSONS WASHINGTON, DC

[www.HuntonAK.com](http://www.HuntonAK.com)

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

In connection with this opinion letter, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, certificates of corporate officers and public officials and such other documents as we have deemed necessary for the purposes of rendering this opinion, including, among other things, (i) the Amended and Restated Articles of Incorporation and Amended and Restated By-Laws of the Company, each as amended through the date hereof, (ii) the Registration Statement on Form S-3 (Registration No. 333-236787) (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") on February 28, 2020 and the Prospectus, (iii) the Indenture, the Supplemental Indentures and the Certificate, (iv) the Amended and Restated Underwriting Agreement, dated as of February 28, 2011, (v) the Terms Agreement, (vi), the certificate referred to in Section 5(f) of the Underwriting Agreement, (vii) the Notes in global form, (viii) certain resolutions of the Board of Directors of the Company adopted on December 2, 2020 as certified by the Corporate Secretary of the Company on the date hereof as being true, complete and correct and in full force and effect (the "Board Resolutions"), (ix) the officers' certificates dated as of the date hereof executed by duly authorized officers of the Company establishing the terms of the Notes pursuant to the Board Resolutions and (x) a certificate issued by the State Corporation Commission of the Commonwealth of Virginia on the date hereof, to the effect that the Company is existing under the laws of the Commonwealth of Virginia and in good standing (the "Good Standing Certificate").

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

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

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

Mondelēz International, Inc.  
March 17, 2021  
Page 3

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

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

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

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

Very truly yours,

/s/ Hunton Andrews Kurth LLP