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

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

For the quarterly period ended June 30, 2024

OR

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

For the transition period from

to

Commission file number 1-16483



Mondelēz International, Inc.

(Exact name of registrant as specified in its charter)

Virginia 52-2284372

(State or other jurisdiction of incorporation or organization)

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

905 West Fulton Market, Suite 200

Chicago, Illinois

60607

(Address of principal executive offices) (Zip Code)

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

Not Applicable

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

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

Title of each class	Symbol(s)	Name of each exchange on which registered
Class A Common Stock, no par value	MDLZ	The Nasdaq Global Select Market
1.625% Notes due 2027	MDLZ27	The Nasdaq Stock Market LLC
0.250% Notes due 2028	MDLZ28	The Nasdaq Stock Market LLC
0.750% Notes due 2033	MDLZ33	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
1.375% Notes due 2041	MDLZ41	The Nasdaq Stock Market LLC
3 875% Notes due 2045	MDI 745	The Nasdag Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

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

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

Large accelerated filer	$\overline{\mathbf{X}}$	Accelerated filer	
Non-accelerated filer		Smaller reporting company	
		Emerging growth company	

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes 🛚 No 🗵

At July 25, 2024, there were 1,335,797,706 shares of the registrant's Class A Common Stock outstanding.

Mondelēz International, Inc.

Table of Contents

		Page No.
PART I	FINANCIAL INFORMATION	
Item 1.	Financial Statements (Unaudited)	
	Condensed Consolidated Statements of Earnings for the Three and Six Months Ended June 30, 2024 and 2023	1
	Condensed Consolidated Statements of Comprehensive Earnings for the Three and Six Months Ended June 30, 2024 and 2023	2
	Condensed Consolidated Balance Sheets at June 30, 2024 and December 31, 2023	3
	Condensed Consolidated Statements of Equity for the Three and Six Months Ended June 30, 2024 and 2023	4
	Condensed Consolidated Statements of Cash Flows for the Six Months Ended June 30, 2024 and 2023	5
	Notes to Condensed Consolidated Financial Statements	6
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	29
Item 3.	Quantitative and Qualitative Disclosures about Market Risk	54
Item 4.	Controls and Procedures	54
PART II	OTHER INFORMATION	
Item 1.	<u>Legal Proceedings</u>	55
Item 1A.	Risk Factors	55
Item 2.	<u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	55
Item 5.	Other Information	55
Item 6.	<u>Exhibits</u>	56
	<u>Signature</u>	57

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



PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

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

	For the Three Months Ended June 30,			lonths Ended e 30,		
		2024	2023	2024		2023
Net revenues	\$	8,343	\$ 8,507	\$ 17,633	\$	17,673
Cost of sales		(5,546)	(5,153)	(10,086)		(10,873)
Gross profit		2,797	3,354	7,547		6,800
Selling, general and administrative expenses		(1,891)	(1,869)	(3,829)		(3,724)
Asset impairment and exit costs		(15)	(23)	(62)		(70)
Amortization of intangible assets		(37)	(37)	(75)		(76)
Operating income		854	1,425	3,581		2,930
Benefit plan non-service income		28	22	51		41
Interest and other expense, net		(32)	(97)	(100)		(192)
(Loss)/gain on marketable securities			(189)			607
Earnings before income taxes		850	1,161	3,532		3,386
Income tax provision		(295)	(268)	(927)		(926)
(Loss)/gain on equity method investment transactions including impairments		_	(23)	(665)		464
Equity method investment net earnings		48	71	79		106
Net earnings		603	941	2,019		3,030
less: Noncontrolling interest earnings		(2)	3	(6)		(5)
Net earnings attributable to Mondelēz International	\$	601	\$ 944	\$ 2,013	\$	3,025
Per share data:						
Basic earnings per share attributable to Mondelēz International	\$	0.45	\$ 0.69	\$ 1.50	\$	2.22
Diluted earnings per share attributable to Mondelēz International	\$	0.45	\$ 0.69	\$ 1.49	\$	2.20



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

	F	For the Three Months Ended June 30,				lonths Ended e 30,		
		2024		2023	2024		2023	
Net earnings	\$	603	\$	941	\$ 2,019	\$	3,030	
Other comprehensive earnings/(losses), net of tax:								
Currency translation adjustment		(389)		146	(611)		297	
Pension and other benefit plans		8		(22)	46		(28)	
Derivative cash flow hedges		(4)		(28)	(12)		(38)	
Total other comprehensive earnings/(losses)		(385)		96	(577)		231	
Comprehensive earnings/(losses)		218		1,037	1,442		3,261	
less: Comprehensive earnings/(losses) attributable to noncontrolling interests		_		(11)	(2)		(1)	
Comprehensive earnings/(losses) attributable to Mondelēz International	\$	218	\$	1,048	\$ 1,444	\$	3,262	



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

	June 30, 2024		December 31, 2023	
ASSETS				
Cash and cash equivalents	\$	1,399	\$	1,810
Trade receivables, less allowance (\$39 and \$66, respectively)		3,165		3,634
Other receivables, less allowance (\$40 and \$50, respectively)		846		878
Inventories, net		4,009		3,615
Other current assets		5,751		1,766
Total current assets		15,170		11,703
Property, plant and equipment, net		9,488		9,694
Operating lease right-of-use assets		627		683
Goodwill		23,386		23,896
Intangible assets, net		19,397		19,836
Prepaid pension assets		1,060		1,043
Deferred income taxes		279		408
Equity method investments		2,451		3,242
Other assets		1,238		886
TOTAL ASSETS	\$	73,096	\$	71,391
LIABILITIES				
Short-term borrowings	\$	838	\$	420
Current portion of long-term debt		2,774		2,101
Accounts payable		8,370		8,321
Accrued marketing		2,463		2,683
Accrued employment costs		838		1,158
Other current liabilities		7,147		4,330
Total current liabilities		22,430		19,013
Long-term debt		16,141		16,887
Long-term operating lease liabilities		492		537
Deferred income taxes		3,349		3,292
Accrued pension costs		373		437
Accrued postretirement health care costs		122		124
Other liabilities		2,471		2,735
TOTAL LIABILITIES		45,378		43,025
Commitments and Contingencies (Note 12)				
EQUITY				
Common Stock, no par value (5,000,000,000 shares authorized, 1,996,537,778 shares issued)				_
Additional paid-in capital		32,200		32,216
Retained earnings		35,108		34,236
Accumulated other comprehensive losses		(11,515)		(10,946)
Treasury stock, at cost (659,385,983 and 648,055,073 shares, respectively)		(28,104)		(27,174)
Total Mondelēz International Shareholders' Equity		27,689		28,332
Noncontrolling interest		29		34
TOTAL EQUITY		27,718		28,366
TOTAL LIABILITIES AND EQUITY	\$	73,096	\$	71,391



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

Mondelēz International Shareholders' Equity

	Comi Sto			Additional Paid-in Capital		Retained Earnings		Accumulated Other Comprehensive Earnings/ (Losses)		Treasury Stock	Non-controlling Interest	Total Equity
Three Months Ended June 30, 2024												
Balances at April 1, 2024	\$	_	\$	32,163	\$	35,074	\$	(11,132)	\$	(27,623)	\$ 32	\$ 28,514
Comprehensive earnings/(losses):												
Net earnings		_		_		601		_		_	2	603
Other comprehensive earnings/(losses), net of income taxes		_		_		_		(383)		_	(2)	(385)
Exercise of stock options and issuance of other stock awards		_		37		2		_		20	_	59
Common Stock repurchased		_		_		_		_		(501)	_	(501)
Cash dividends declared (\$0.425 per share)		_		_		(569)		_		_	_	(569)
Dividends paid on noncontrolling interest and other activities		_		_		_		_		_	(3)	(3)
Balances at June 30, 2024	\$		\$	32,200	\$	35,108	\$	(11,515)	\$	(28,104)	\$ 29	\$ 27,718
Six Months Ended June 30, 2024			_						_			
Balances at January 1, 2024	\$	_	\$	32,216	\$	34,236	\$	(10,946)	\$	(27,174)	\$ 34	\$ 28,366
Comprehensive earnings/(losses):												
Net earnings		_		_		2,013		_		_	6	2,019
Other comprehensive earnings/(losses), net of income taxes		_		_		_		(569)		_	(8)	(577)
Exercise of stock options and issuance of other stock awards		_		(16)		3		_		137	_	124
Common Stock repurchased		_		_		_		_		(1,067)	_	(1,067)
Cash dividends declared (\$0.850 per share)		_		_		(1,144)		_		_	_	(1,144)
Dividends paid on noncontrolling interest and other activities		_		_		_		_		_	(3)	(3)
Balances at June 30, 2024	\$	_	\$	32,200	\$	35,108	\$	(11,515)	\$	(28,104)	\$ 29	\$ 27,718
Three Months Ended June 30, 2023			_				_		=			
Balances at April 1, 2023	\$	_	\$	32,112	\$	33,040	\$	(10,814)	\$	(26,110)	\$ 46	\$ 28,274
Comprehensive earnings/(losses):												
Net earnings		_		_		944		_		_	(3)	941
Other comprehensive earnings/(losses), net of income taxes		_		_		_		104		_	(8)	96
Exercise of stock options and issuance of other stock awards		_		36		(1)		_		57	_	92
Common Stock repurchased		_		_		_		_		(196)	_	(196)
Cash dividends declared (\$0.385 per share)		_		_		(525)		_		_	_	(525)
Dividends paid on noncontrolling interest and other activities		_		_		_		_		_	(3)	(3)
Balances at June 30, 2023	\$	_	\$	32,148	\$	33,458	\$	(10,710)	\$	(26,249)	\$ 32	\$ 28,679
Six Months Ended June 30, 2023								_				
Balances at January 1, 2023	\$	_	\$	32,143	\$	31,481	\$	(10,947)	\$	(25,794)	\$ 37	\$ 26,920
Comprehensive earnings/(losses):												
Net earnings		_		_		3,025		_		_	5	3,030
Other comprehensive earnings/(losses), net of income taxes		_		_		_		237		_	(6)	231
Exercise of stock options and issuance of other stock awards		_		5		(9)		_		150	_	146
Common Stock repurchased		_		_		_		_		(605)	_	(605)
Cash dividends declared (\$0.770 per share)		_		_		(1,053)		_		_	_	(1,053)
Dividends paid on noncontrolling interest and other activities		_		_		14		_		_	(4)	10
Balances at June 30, 2023	\$	_	\$	32,148	\$	33,458	\$	(10,710)	\$	(26,249)	\$ 32	\$ 28,679
					_							



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

For the Six Months Ended June 30,

		June 30,				
		2024		2023		
CASH PROVIDED BY/(USED IN) OPERATING ACTIVITIES		0.040	•	0.000		
Net earnings	\$	2,019	\$	3,030		
Adjustments to reconcile net earnings to operating cash flows:		202		500		
Depreciation and amortization		636		593		
Stock-based compensation expense		69		75		
Deferred income tax provision		205		101		
Asset impairments and accelerated depreciation		22		44		
Loss on early extinguishment of debt		_		1		
Loss/(gain) on equity method investment transactions including impairments		665		(464		
Equity method investment net earnings		(79)		(106		
Distributions from equity method investments		82		102		
Unrealized gain on derivative contracts		(605)		(229		
Gain on marketable securities		_		(593)		
Other non-cash items, net		114		27		
Change in assets and liabilities, net of acquisitions and divestitures:						
Receivables, net		348		(90		
Inventories, net		(516)		(428		
Accounts payable		358		(62		
Other current assets		(406)		(130		
Other current liabilities		(702)		190		
Change in pension and postretirement assets and liabilities, net		(64)		(88)		
Net cash provided by operating activities		2,146		1,973		
CASH PROVIDED BY/(USED IN) INVESTING ACTIVITIES						
Capital expenditures		(666)		(495		
Acquisitions, net of cash received		_		19		
Proceeds from divestitures including equity method and marketable security investments		4		1,960		
Proceeds from derivative settlements		114		76		
Payments for derivative settlements		(114)		(27		
Contributions to investments		(206)		(393		
Proceeds from sale of property, plant and equipment and other		21		110		
Net cash (used in)/provided by investing activities		(847)		1,250		
CASH PROVIDED BY/(USED IN) FINANCING ACTIVITIES						
Issuances of commercial paper, maturities greater than 90 days		_		67		
Net issuances/(repayments) of short-term borrowings		414		(186		
Long-term debt proceeds		702		189		
Long-term debt repayments		(569)		(2,056		
Repurchases of Common Stock		(1,074)		(596		
Dividends paid		(1,151)		(1,055		
Other		74		98		
Net cash used in financing activities		(1,604)		(3,539		
Effect of exchange rate changes on cash, cash equivalents and restricted cash		(108)		(79		
Cash, cash equivalents and restricted cash:		(100)		(19		
Decrease		(413)		(395)		
Balance at beginning of period		1,884		1,948		
Balance at end of period	œ.		¢			
balance at end of pendu	\$	1,471	\$	1,553		



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

Note 1. Basis of Presentation

Our interim condensed consolidated financial statements are unaudited. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") have been omitted. It is management's opinion that these financial statements include all normal and recurring adjustments necessary for a fair presentation of our results of operations, financial position and cash flows. Results of operations for any interim period are not necessarily indicative of future or annual results. For a complete set of consolidated financial statements and related notes, refer to our Annual Report on Form 10-K for the year ended December 31, 2023.

Principles of Consolidation

The condensed consolidated financial statements include Mondelēz International, Inc. as well as our wholly owned and majority owned subsidiaries, except our Venezuelan subsidiaries that were deconsolidated in 2015. All intercompany transactions are eliminated. The noncontrolling interest represents the noncontrolling investors' interests in the results of subsidiaries that we control and consolidate. We account for investments over which we exercise significant influence under the equity method of accounting. Investments with readily determinable fair values for which we do not have the ability to exercise significant influence are measured at fair value.

War in Ukraine

In February 2022, Russia began a military invasion of Ukraine and we closed our operations and facilities in Ukraine. In March 2022, our two Ukrainian manufacturing facilities in Trostyanets and Vyshhorod were significantly damaged. In the second quarter of 2024, we fully resumed production at both facilities after completing targeted repairs. We continue to consolidate both our Ukrainian and Russian subsidiaries and continue to evaluate our ability to control our operating activities and businesses on an ongoing basis. We continue to evaluate the uncertainty of the ongoing effects of the war in Ukraine and its impact on the global economic environment, and we cannot predict if it will have a significant impact in the future.

Highly Inflationary Accounting

Within our consolidated entities, Argentina and *Türkiye* (Turkey) are accounted for as highly inflationary economies. Argentina and Türkiye represent 1.6% and 0.5% of our consolidated net revenues with remeasurement losses of \$8 million and \$1 million for the three months ended June 30, 2024, respectively, and 1.5% and 0.7% of our consolidated net revenues with remeasurement losses of \$10 million and \$7 million for the six months ended June 30, 2024. Given the continued volatility of these currencies, impacts to our financial statements in future periods could be significantly different from historical levels.

Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents include demand deposits with banks and all highly liquid investments with original maturities of three months or less. Restricted cash primarily includes cash held on behalf of financial institutions in accordance with accounts receivable factoring arrangements and letters of credit arrangements with legally restricted cash collateral provisions. Restricted cash is recorded within other current assets and was \$72 million as of June 30, 2024 and \$74 million as of December 31, 2023. Total cash, cash equivalents and restricted cash was \$1,471 million as of June 30, 2024 and \$1,884 million as of December 31, 2023.



Allowances for Credit Losses

Changes in allowances for credit losses consisted of:

	Allowance for Trade Receivables		Allowance for Other Current Receivables		Allowance for Long-Term Receivables
			(in millions)		
Balance at January 1, 2024	\$ (6	3) \$	(50)	\$	(15)
Net recovery for expected credit losses	1	7	9		(1)
Write-offs charged against the allowance		2	_		_
Currency and other		3	1		(1)
Balance at June 30, 2024	\$ (3	9) \$	(40)	\$	(17)

Transfers of Financial Assets

The outstanding principal amount of receivables under our uncommitted revolving non-recourse accounts receivable factoring arrangements amounted to \$739 million as of June 30, 2024 and \$262 million as of December 31, 2023. The incremental cost of factoring receivables under this arrangement was not material for all periods presented. The proceeds from the sales of receivables are included in cash from operating activities in the condensed consolidated statements of cash flows.

Non-Cash Lease Transactions

We recorded \$53 million in operating lease and \$68 million in finance lease right-of-use assets obtained in exchange for lease obligations during the six months ended June 30, 2024 and \$62 million in operating lease and \$73 million in finance lease right-of-use assets obtained in exchange for lease obligations during the six months ended June 30, 2023.

Supply Chain Financing

As part of our continued efforts to improve our working capital efficiency, we have worked with our suppliers over the past several years to optimize our terms and conditions, which include the extension of payment terms. We also facilitate voluntary supply chain financing ("SCF") programs through several participating financial institutions. We have been informed by the participating financial institutions that our outstanding accounts payable related to suppliers that participate in the SCF programs was \$2.7 billion and \$2.4 billion, respectively, as of June 30, 2024 and December 31, 2023.

New Accounting Pronouncements

In September 2022, the FASB issued an ASU which enhances the transparency of supplier finance programs by requiring additional disclosure about the key terms of these programs and a roll-forward of the related obligations to understand the effects of these programs on working capital, liquidity and cash flows. The ASU is effective for fiscal years beginning after December 15, 2022, except for the roll-forward requirement, which is effective for fiscal years beginning after December 15, 2023. We adopted, with the exception of the roll-forward requirement, this standard in the first quarter of 2023 and it did not have a material impact on our consolidated financial statements and related disclosures.

In November 2023, the FASB issued an ASU which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The ASU is effective for fiscal years beginning after December 15, 2023 and early adoption is permitted. We are currently assessing the impact on our consolidated financial statements and related segment disclosures.

In December 2023, the FASB issued an ASU which enhances the transparency of income tax disclosures, primarily related to the rate reconciliation and income taxes paid information. The ASU is effective for fiscal years beginning after December 15, 2024 and early adoption is permitted. We are currently assessing the impact on our consolidated financial statements and related disclosures.



Note 2. Divestitures

Developed Market Gum

On October 1, 2023, we completed the sale of our developed market gum business in the United States, Canada and Europe to Perfetti Van Melle Group, excluding the Portugal business which we sold on October 23, 2023 after obtaining regulatory approval.

We recorded divestiture-related costs of zero in the three months ended June 30, 2024 and \$22 million in the three months ended June 30, 2023 and recorded divestiture-related costs of \$4 million in the six months ended June 30, 2024 and \$52 million in the six months ended June 30, 2023.

This disposition was not considered a strategic shift that would have a major effect on our operations or financial results; therefore, the results of the disposed business were not classified as discontinued operations.

Note 3. Inventories

Inventories consisted of the following:

	A	s of June 30, 2024	As of De	cember 31, 2023				
	(in millions)							
Raw materials	\$	1,157	\$	973				
Finished product		3,010		2,790				
		4,167		3,763				
Inventory reserves		(158)		(148)				
Inventories, net	\$	4,009	\$	3,615				

Note 4. Property, Plant and Equipment

Property, plant and equipment consisted of the following:

	 As of June 30, 2024	As of	f December 31, 2023
	(in mi		
Land and land improvements	\$ 380	\$	384
Buildings and building improvements	3,429		3,452
Machinery and equipment	12,661		12,736
Construction in progress	1,093		1,118
	17,563		17,690
Accumulated depreciation	(8,075)		(7,996)
Property, plant and equipment, net	\$ 9,488	\$	9,694

For the six months ended June 30, 2024, capital expenditures of \$666 million excluded \$364 million of accrued capital expenditures remaining unpaid at June 30, 2024 and included payment for the \$471 million of capital expenditures that were accrued and unpaid at December 31, 2023. For the six months ended June 30, 2023, capital expenditures of \$495 million excluded \$305 million of accrued capital expenditures remaining unpaid at June 30, 2023 and included payment for the \$324 million of capital expenditures that were accrued and unpaid at December 31, 2022.



Note 5. Goodwill and Intangible Assets

Goodwill

Changes in goodwill consisted of:

	Lati	n America	a AMEA		Europe		North America			Total	
						(in millions)					
January 1, 2023	\$	1,421	\$	3,132	\$	8,009	\$	10,888	\$	23,450	
Currency		180		(67)		341		19		473	
Acquisitions (1)		6		_		_		(33)		(27)	
Balance at December 31, 2023	\$	1,607	\$	3,065	\$	8,350	\$	10,874	\$	23,896	
Currency		(132)		(79)		(276)		(23)		(510)	
Balance at June 30, 2024	\$	1,475	\$	2,986	\$	8,074	\$	10,851	\$	23,386	

⁽¹⁾ Purchase price allocation adjustments for Ricolino and Clif Bar during 2023.

Intangible Assets

Intangible assets consisted of the following:

	As of June 30, 2024						As of December 31, 2023						
	Gross carrying amount		Accumulated amortization		Net carrying amount		oss carrying amount	Accumulated amortization			Net carrying amount		
					(in mi	llions	s)						
Definite-life intangible assets	\$ 3,267	\$	(2,197)	\$	1,070	\$	3,322	\$	(2,155)	\$	1,167		
Indefinite-life intangible assets (1)	18,327		_		18,327		18,669		_		18,669		
Total	\$ 21,594	\$	(2,197)	\$	19,397	\$	21,991	\$	(2,155)	\$	19,836		

⁽¹⁾ In 2023, we recorded \$26 million of intangible asset impairment charges related to a chocolate brand in the North America segment for \$20 million and a biscuit brand in the Europe segment for \$6 million in the third quarter.

Indefinite-life intangible assets consist principally of brand names purchased through our acquisitions of Nabisco Holdings Corp., the global *LU* biscuit business of Groupe Danone S.A., Cadbury Limited and Clif Bar. Definite-life intangible assets consist primarily of trademarks, customer-related intangibles, process technology, licenses and non-compete agreements.

Amortization expense for intangible assets was \$37 million for the three months and \$75 million for the six months ended June 30, 2024 and \$37 million for the three months and \$76 million for the six months ended June 30, 2023. For the next five years, we currently estimate annual amortization expense of approximately \$125 million in 2024-2026 and approximately \$90 million in 2027 and 2028 (reflecting June 30, 2024 exchange rates).

Impairment Assessment:

We test our reporting units and brands for impairment annually as of July 1, or more frequently if events or circumstances indicate it is more likely than not that the fair value of a reporting unit or brand is less than its carrying amount. During the second quarter of 2024, we evaluated our goodwill impairment and intangible asset impairment risk through an assessment of potential triggering events. We considered qualitative and quantitative information in our assessment. We concluded there were no impairment indicators.

During our 2023 annual indefinite-life intangible asset testing, we identified thirteen brands that each had a fair value in excess of book value of 10% or less. The aggregate book value of the thirteen brands was \$3.5 billion as of June 30, 2024, of which \$1.8 billion is related to five recently acquired brands. We believe our current plans for each of these brands will support the current carrying values, but if plans to grow brand earnings and expand margin are not met or specific valuation factors outside of our control, such as discount rates, change then a brand or brands could become impaired in the future.



Note 6. Investments

Marketable Securities

During the first quarter of 2023, our ownership in Keurig Dr Pepper Inc. (NASDAQ: "KDP") fell below 5% of the outstanding shares, resulting in a change of accounting for our KDP investment, from equity method investment accounting to accounting for equity interests with readily determinable fair values ("marketable securities") as we no longer had significant influence over KDP. Marketable securities are measured at fair value based on quoted prices in active markets for identical assets (Level 1).

On June 8, 2023, we sold 23 million shares of KDP, which reduced our ownership by 1.6 percentage points, from 3.2% to 1.6% of the total outstanding shares. We received proceeds of approximately \$708 million.

On March 2, 2023, we sold 30 million shares of KDP, which reduced our ownership by 2.1 percentage points, from 5.3% to 3.2% of the total outstanding shares. We received proceeds of approximately \$1.0 billion and prior to the change of accounting for our KDP investment, recorded a pre-tax gain on equity method transactions of \$493 million (\$368 million after-tax) during the first quarter of 2023.

Subsequently in 2023, we sold the remainder of our shares of KDP and exited our investment in the company.

Pre-tax (losses)/gains for marketable securities are summarized below:

		hs Ended June , 2023	Six Mont	ths Ended June 30, 2023					
	(in millions)								
(Loss)/gain on marketable securities sold during the period	\$	(104)	\$	293					
Unrealized (loss)/gain on marketable securities held as of the end of the period		(90)		300					
Dividend income and other		5		14					
Total (loss)/gain on marketable securities	\$	(189)	\$	607					

In the table above, (loss)/gain on marketable securities sold during the period reflects the difference between the sale proceeds and the carrying value of the marketable securities at the beginning of the period or the date of the change of accounting for our investment in KDP, if later

We reported no marketable securities as of June 30, 2024 and December 31, 2023, and \$705 million as of June 30, 2023 in *Other current assets* in the condensed consolidated balance sheets.

Equity Method Investments

Our equity method investments include, but are not limited to, our ownership interests in JDE Peet's (Euronext Amsterdam: "JDEP"), Dong Suh Foods Corporation and Dong Suh Oil & Fats Co. Ltd. Our ownership interests may change over time due to investee stock-based compensation arrangements, share issuances or other equity-related transactions. As of June 30, 2024, we owned 17.7%, 50.0% and 49.0%, respectively, of these companies' outstanding shares. We continue to have board representation with two directors on JDEP's Board of Directors and have retained certain additional governance rights. As we continue to have significant influence, we continue to account for our investment in JDEP under the equity method.

Our investments accounted for under the equity method of accounting totaled \$2.5 billion as of June 30, 2024 and \$3.2 billion as of December 31, 2023. We recorded equity earnings of \$48 million and cash dividends of \$2 million in the three months ended June 30, 2024, and equity earnings of \$71 million and cash dividends of zero in the three months ended June 30, 2023. We recorded equity earnings of \$79 million and cash dividends of \$82 million in the six months ended June 30, 2024 and equity earnings of \$106 million and cash dividends of \$102 million in the six months ended June 30, 2023.

Based on the quoted closing prices as of June 30, 2024, the fair value of our publicly-traded investment in JDEP was \$1.7 billion, and there was no other than temporary impairment identified during the three months ended June 30, 2024.

10

During the three months ended March 31, 2024, we determined there was an other-than-temporary impairment based on the period of time for which the quoted market price fair value had been less than the carrying value of the investment and the uncertainty surrounding JDEP's stock price recovering to the carrying value. As a result, the investment was written down to its estimated fair value based on the closing price of the underlying equity security of €19.46 per share on March 28, 2024, resulting in an impairment charge of €612 million (\$665 million). This charge was included within (Loss)/gain on equity method investment transactions including impairments in the condensed consolidated statement of earnings. There was no other than temporary impairment identified in the three and six months ended June 30, 2023.

JDEP Transactions

On April 3, 2023, we sold approximately 7.7 million shares of JDEP, which reduced our ownership by 1.6 percentage points, from 19.7% to 18.1% of the total outstanding shares. We received cash proceeds of €198 million (\$217 million) and recorded a loss of €18 million (\$19 million) on this sale during the three months ended June 30, 2023.

On March 30, 2023, we issued options to sell shares of JDEP in tranches equivalent to approximately 7.7 million shares. These options were exercisable at their maturities which were between July 3, 2023 and September 29, 2023, with strike prices ranging from €26.10 to €28.71 per share. Subsequent to the three months ended June 30, 2023, we exercised options on 2.2 million of the 7.7 million shares.

In 2021, we issued €300 million exchangeable bonds, which are redeemable at maturity in September 2024 at their principal amount in cash or, at our option, through the delivery of an equivalent number of JDEP's ordinary shares based on an initial exchange price of €35.40 and, as the case may be, an additional amount in cash. If all bonds were redeemed in exchange for JDEP's shares, this would represent approximately 8.5 million shares or approximately 10% of our equity interest in JDEP as of June 30, 2024.

Note 7. Restructuring Program

On May 6, 2014, our Board of Directors approved a \$3.5 billion 2014-2018 restructuring program and up to \$2.2 billion of capital expenditures. On August 31, 2016, our Board of Directors approved a \$600 million reallocation between restructuring program cash costs and capital expenditures so the \$5.7 billion program consisted of approximately \$4.1 billion of restructuring program charges (\$3.1 billion cash costs and \$1.0 billion non-cash costs) and up to \$1.6 billion of capital expenditures. On September 6, 2018, our Board of Directors approved an extension of the restructuring program through 2022, an increase of \$1.3 billion in the program charges and an increase of \$700 million in capital expenditures. On October 21, 2021, our Board of Directors approved an extension of the restructuring program through 2023, and on July 25, 2023, our Board of Directors approved a further extension of the restructuring program through December 31, 2024. The total \$7.7 billion program now consists of \$5.4 billion of program charges (\$4.1 billion of cash costs and \$1.3 billion of non-cash costs) and total capital expenditures of \$2.3 billion to be incurred over the life of the program. The current restructuring program, as increased and extended by these actions, is now called the Simplify to Grow Program.

The primary objective of the Simplify to Grow Program is to reduce our operating cost structure in both our supply chain and overhead costs. The program covers severance as well as asset disposals and other manufacturing and procurement-related one-time costs. Since inception, we have incurred total restructuring and implementation charges of \$5.3 billion related to the Simplify to Grow Program. We expect to incur the remainder of the program charges by year-end 2024.



Restructuring Costs

The Simplify to Grow Program liability activity for the six months ended June 30, 2024 was:

	 Severance and related costs	Asset Write-downs and Other ⁽¹⁾	Total
		(in millions)	
Liability balance, January 1, 2024	\$ 191	\$	\$ 191
Charges (2)	39	6	45
Cash spent (3)	(23)	_	(23)
Non-cash settlements/adjustments (4)	_	(6)	(6)
Currency	(6)	_	(6)
Liability balance, June 30, 2024 (5)	\$ 201	\$ <u> </u>	\$ 201

(1) Includes gains as a result of assets sold which are included in the restructuring program.

- (2) We recorded restructuring charges of \$3 million in the three months ended June 30, 2024 and restructuring charges of \$2 million in the three months ended June 30, 2023 and restructuring charges of \$45 million in the six months ended June 30, 2024 and \$32 million in the six months ended June 30, 2023 within asset impairment and exit costs and benefit plan non-service income.
- (3) We spent \$10 million in the three months ended June 30, 2024 and \$17 million in the three months ended June 30, 2023 and spent \$23 million in the six months ended June 30, 2024 and \$35 million in the six months ended June 30, 2023 in cash severance and related costs.
- (4) We recognized non-cash asset write-downs (including accelerated depreciation and asset impairments) and other non-cash adjustments, including any gains on sale of restructuring program assets, which totaled a charge of \$5 million in the three months ended June 30, 2024 and a charge of \$6 million in the six months ended June 30, 2024 and \$6 million in the six months ended June 30, 2023.
- (5) At June 30, 2024, \$114 million of our net restructuring liability was recorded within other current liabilities and \$87 million was recorded within other long-term liabilities.

Implementation Costs

Implementation costs are directly attributable to restructuring activities; however, they do not qualify for special accounting treatment as exit or disposal activities. We believe the disclosure of implementation costs provides readers of our financial statements with additional information on the total costs of our Simplify to Grow Program. Implementation costs primarily relate to reorganizing our operations and facilities in connection with our supply chain reinvention program and other identified productivity and cost saving initiatives. The costs include incremental expenses related to the closure of facilities, costs to terminate certain contracts and the simplification of our information systems. Within our continuing results of operations, we recorded implementation costs of \$12 million in the three months ended June 30, 2024 and \$4 million in the three months ended June 30, 2023, and we recorded implementation costs of \$23 million in the six months ended June 30, 2024 and \$9 million in the six months ended June 30, 2023. We recorded these costs within cost of sales and general corporate expense within selling, general and administrative expenses.



Restructuring and Implementation Costs
During the three and six months ended June 30, 2024 and June 30, 2023, and since inception of the Simplify to Grow Program, we recorded the following restructuring and implementation costs within segment operating income and earnings before income taxes:

		America	AMEA	Europe			North America	Corporate	Total
	_				in mi	illior	ns)	· ·	
For the Three Months Ended June 30 2024),								
Restructuring Costs	\$	1	\$ _	\$	2	\$	(1)	\$ 1	\$ 3
Implementation Costs		1			5		6	<u> </u>	12
Total	\$	2	\$ _	\$	7	\$	5	\$ 1	\$ 15
For the Three Months Ended June 30 2023), 								
Restructuring Costs	\$	(1)	\$ 1	\$	(3)	\$	6	\$ (1)	\$ 2
Implementation Costs		(1)			2		3	<u> </u>	4
Total	\$	(2)	\$ 1	\$	(1)	\$	9	\$ (1)	\$ 6
For the Six Months Ended June 30, 2024	===								
Restructuring Costs	\$	3	\$ 1	\$	42	\$	(1)	\$ _	\$ 45
Implementation Costs		1	 		6		10	 6	 23
Total	\$	4	\$ 1	\$	48	\$	9	\$ 6	\$ 68
For the Six Months Ended June 30, 2023									
Restructuring Costs	\$	(1)	\$ 2	\$	27	\$	5	\$ (1)	\$ 32
Implementation Costs		(1)	<u> </u>		2		3	5	9
Total	\$	(2)	\$ 2	\$	29	\$	8	\$ 4	\$ 41
Total Project (Inception to Date)									
Restructuring Costs	\$	548	\$ 562	\$	1,284	\$	675	\$ 154	\$ 3,223
Implementation Costs		305	245		587		608	378	2,123
Total	\$	853	\$ 807	\$	1,871	\$	1,283	\$ 532	\$ 5,346



Note 8. Debt and Borrowing Arrangements

Short-Term Borrowings

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

	As of Ju	ne 30, 2024		As of December 31, 2023				
	 Amount Outstanding	Weighted- Average Rate	C	Amount Outstanding	Weighted- Average Rate			
		(in millions, exc	ept per	centages)				
Commercial paper	\$ 806	5.5 %	\$	346	5.5 %			
Bank loans	32	12.1 %		74	17.2 %			
Total short-term borrowings	\$ 838		\$	420				

Our uncommitted credit lines and committed credit lines available as of June 30, 2024 and December 31, 2023 include:

		As of June 30, 2024					As of December 31, 2023			
	Facil	ity Amount	Borro	owed Amount	Fa	Facility Amount		wed Amount		
				(in m	llions)					
Uncommitted credit facilities (1)	\$	847	\$	32	\$	906	\$	74		
Credit facilities:										
February 19, 2025 (2)		1,500		_		1,500		_		
February 23, 2027 (2)		4,500		_		4,500		_		
Various (3)		432		432		277		277		

- (1) Prior year facility amount has been revised.
- (2) We maintain senior unsecured revolving credit facilities for general corporate purposes, including working capital needs, and to support our commercial paper program. The revolving credit agreements include a covenant that we maintain a minimum shareholders' equity of at least \$25.0 billion, excluding accumulated other comprehensive earnings/(losses), the cumulative effects of any changes in accounting principles and earnings/(losses) recognized in connection with the ongoing application of any mark-to-market accounting for pensions and other retirement plans. At June 30, 2024, we complied with this covenant as our shareholders' equity, as defined by the covenant, was \$39.2 billion. The revolving credit facility also contains customary representations, covenants and events of default. There are no credit rating triggers, provisions or other financial covenants that could require us to post collateral as security.
- (3) On April 18, 2023, and subsequently amended on October 3, 2023 and April 4, 2024, we entered into a credit facility secured by pledged deposits classified as long-term other assets. Draw downs on the facility bear a variable rate based on SOFR plus applicable margin. On April 5, 2024, we drew down \$0.15 billion which is due on February 15, 2029.

Debt Repayments

During the six months ended June 30, 2024, we repaid the following notes (in millions):

Interest Rate	Maturity Date	Amount	USD Equivalent
2.125%	March 2024	\$500	\$500

During the six months ended June 30, 2023, we did not complete any debt repayments.

Debt Issuances

During the six months ended June 30, 2024, we issued the following notes (in millions):

ı	ssuance Date	Interest Rate	Maturity Date	Gross Proceeds (1)	Gross Proceeds USD Equivalent
F	ebruary 2024	4.750%	February 2029	\$550	\$550

(1) Represents gross proceeds from the issuance of notes excluding debt issuance costs, discounts and premiums.



During the six months ended June 30, 2023, we did not complete any debt issuances.

On July 3, 2024, we issued C\$650 million (\$473 million) of 4.625% notes due July 2031.

Fair Value of Our Debt

The fair value of our short-term borrowings reflects current market interest rates and approximates the amounts we have recorded on our consolidated balance sheets. The fair value of our long-term debt was determined using quoted prices in active markets (Level 1 valuation data) for the publicly traded debt obligations.

	 As of June 30, 2024	1	As of December 31, 2023
	(in m	llions)	
Fair Value	\$ 17,563	\$	17,506
Carrying Value	\$ 19,753	\$	19,408

Interest and Other Expense, net

Interest and other expense, net consisted of:

	For the Three Months Ended June 30,				For the Six Months Ended June 30,				
		2024		2023	·	2024		2023	
		(in m	illions)			(in mi	llions)		
Interest expense, debt	\$	130	\$	145	\$	252	\$	298	
Loss on debt extinguishment and related expenses		_		1		_		1	
Other income, net		(98)		(49)		(152)		(107)	
Interest and other expense, net	\$	32	\$	97	\$	100	\$	192	

Other income, net includes amounts excluded from hedge effectiveness related to our net investment hedge derivative contracts and movement in foreign currency exchange rates on certain foreign currency denominated assets and liabilities and related economic hedges. Refer to Note 9, *Financial Instruments*.



Note 9. Financial Instruments

Fair Value of Derivative Instruments

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

		As of June 30, 2024				As of Decen	nber	31, 2023
	Asset Derivatives			Liability Derivatives		Asset Derivatives		Liability Derivatives
				(in mi	illion	s)		
Derivatives designated as accounting hedges:								
Interest rate contracts	\$	145	\$	59	\$	120	\$	57
Net investment hedge derivative contracts (1)		229		128		163		382
	\$	374	\$	187	\$	283	\$	439
Derivatives not designated as accounting hedges:								
Currency exchange contracts	\$	213	\$	85	\$	195	\$	134
Commodity contracts		4,912		4,221		1,119		984
Interest rate contracts		1		_		_		2
	\$	5,126	\$	4,306	\$	1,314	\$	1,120
Total fair value	\$	5,500	\$	4,493	\$	1,597	\$	1,559

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

We recorded the fair value of our derivative instruments in the condensed consolidated balance sheet as follows:

	As of Ju	une 30, 2024	As of December 31, 2023
		(in millions)	
Other current assets	\$	5,082 \$	1,347
Other assets		418	250
Other current liabilities		4,139	1,209
Other liabilities		354	350

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

			As of Jun	e 30,	2024	
	Total Fair Value of Net Asset/(Liability)	Quoted Prices in Active Markets for Identical Assets (Level 1)		Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)
			(in mi	llions	s)	
Currency exchange contracts	\$ 128	\$	_	\$	128	\$ _
Commodity contracts	691		(58)		749	_
Interest rate contracts	87		_		87	_
Net investment hedge contracts	101		_		101	_
Total derivatives	\$ 1,007	\$	(58)	\$	1,065	\$ _



As of December 31, 2023 Quoted Prices in Active Markets for Identical Significant Other Observable Significant Unobservable Total Fair Value of Net Asset/(Liability) Inputs (Level 3) Inputs **Assets** (Level 2) (Level 1) (in millions) Currency exchange contracts 61 61 Commodity contracts 135 28 107 Interest rate contracts 61 61 Net investment hedge contracts (219)(219)Total derivatives 38 28 10 \$

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

Level 2 financial assets and liabilities consist primarily of over-the-counter ("OTC") currency exchange forwards, options and swaps; commodity forwards and options; net investment hedge contracts; and interest rate swaps. Our currency exchange contracts are valued using an income approach based on observable market forward rates less the contract rate multiplied by the notional amount. Commodity derivatives are valued using an income approach based on the observable market commodity index prices less the contract rate multiplied by the notional amount or based on pricing models that rely on market observable inputs such as commodity prices. Our bifurcated exchange options are valued, as derivative instrument liabilities, using the Black-Scholes option pricing model. This model requires assumptions related to the market price of the underlying note and associated credit spread combined with the share of price, expected dividend yield, and expected volatility of the JDE Peet's shares over the life of the option. Our calculation of the fair value of interest rate swaps is derived from a discounted cash flow analysis based on the terms of the contract and the observable market interest rate curve. Our calculation of the fair value of financial instruments takes into consideration the risk of nonperformance, including counterparty credit risk. Our OTC derivative transactions are governed by International Swap Dealers Association agreements and other standard industry contracts. Under these agreements, we do not post nor require collateral from our counterparties. The majority of our derivative contracts do not have a legal right of set-off. We manage the credit risk in connection with these and all our derivatives by entering into transactions with counterparties with investment grade credit ratings, limiting the amount of exposure with each counterparty and monitoring the financial condition of our counterparties.

Derivative Volume

The notional values of our hedging instruments were:

	Notional	Amount			
	 As of June 30, 2024 As of Decembe				
	 (in mil	lions)			
Currency exchange contracts:					
Intercompany loans and forecasted interest payments	\$ 6,736	\$	2,860		
Forecasted transactions	7,732		5,550		
Commodity contracts	20,536		16,631		
Interest rate contracts	4,136		2,384		
Net investment hedges:					
Net investment hedge derivative contracts	8,033		7,456		
Non-U.S. dollar debt designated as net investment hedges:					
Euro notes	3,413		3,516		
Swiss franc notes	362		386		
Canadian dollar notes	439		453		



Cash Flow Hedges

Cash flow hedge activity, net of taxes, is recorded within accumulated other comprehensive earnings/(losses). Refer to Note 13, Reclassifications from Accumulated Other Comprehensive Income for additional information on current period activity. Based on current market conditions, we would expect to transfer gains of \$48 million (net of taxes) for interest rate cash flow hedges to earnings during the next 12 months.

Cash Flow Hedge Coverage

As of June 30, 2024, our longest dated cash flow hedges were interest rate swaps that hedge forecasted interest rate payments over the next 4 years, 6 months.

Hedges of Net Investments in International Operations

Net investment hedge ("NIH") derivative contracts

We enter into cross-currency interest rate swaps, forwards and options to hedge certain investments in our non-U.S. operations against movements in exchange rates. The aggregate notional value as of June 30, 2024 was \$8.0 billion.

Net investment hedge derivative contract impacts on other comprehensive earnings and net earnings were:

	For the Three June	Months Ende	ed	For th			
	2024	202	3	2024		2023	
			(in millions	s)			
After-tax gain/(loss) on NIH contracts (1)	\$ 16	\$	22 \$		185	\$	17

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

	For the Th	ree Month June 30,	ns Ended					
	2024		2023			2024	2023	
			((in millic	ns)			
Amounts excluded from the assessment of hedge effectiveness	\$ 4	6 \$:	36	6	87	\$	72

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

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

After-tax gains/(losses) related to hedges of net investments in international operations were recorded within the cumulative translation adjustment section of other comprehensive income and were:

	For the Three Months Ended June 30,			For the Six Months Ended June 30,				
	2024	2023		2024		2023		
			(in millions)					
Euro notes	\$ 18	\$	(17) \$	79	\$	(50)		
Swiss franc notes	(1)		(11)	19		(16)		
Canadian notes	3		(7)	11		(8)		
						and the second s		

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

		For the Three Jun	Monte e 30,		lonth e 30,	s Ended	Location of Gain/(Loss)		
		2024		2023	2023 2024			2023	Recognized in Earnings
				(in mi	llions)			
Currency exchange contracts:									
Intercompany loans and forecasted interest payments	\$	12	\$	25	\$	68	\$	47	Interest and other expense, net
Forecasted transactions		(2)		27		23		29	Cost of sales
Forecasted transactions		(2)		8		(2)		13	Interest and other expense, net
Forecasted transactions		(6)		(1)		1		(6)	Selling, general and administrative expenses
Commodity contracts		(255)		106		929		104	Cost of sales
Equity method investment contracts (1))	_		1		_		3	Gain on equity method investment transactions
Total	\$	(253)	\$	166	\$	1,019	\$	190	

⁽¹⁾ Equity method investment contracts consist of the bifurcated embedded derivative option that was a component of the September 20, 2021 €300 million exchangeable bonds issuance and terminates on September 20, 2024. Refer to Note 6, *Investments*.

Fair Value of Contingent Consideration

The following is a summary of our contingent consideration liability activity:

	Fo	For the Three Months Ended June 30,				s Ended		
	20	024		2023		2024		2023
				(in mi	llions)			
Liability at beginning of period	\$	703	\$	659	\$	680	\$	642
Changes in fair value		12		(2)		35		15
Payments		(54)		(90)		(54)		(90)
Liability at end of period	\$	661	\$	567	\$	661	\$	567

Contingent consideration was recorded at fair value in the condensed consolidated balance sheets as follows:

	As of June 30, 2024								
	Total Fair Value of Liability		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)			
			(in mi	llions)					
Clif Bar (1)	\$ 568	\$	_	\$ —	\$	568			
Other (2)	93	,	_	_		93			
Total contingent consideration	\$ 661	\$		\$	\$	661			

	As of December 31, 2023								
	Total Fair Value of Liability		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)		Significant Unobservable Inputs (Level 3)			
			(in m	illions)					
Clif Bar (1)	\$ 54	18	\$	\$ —	\$	548			
Other (2)	13	32	_	_		132			
Total contingent consideration	\$ 68	30	\$	\$ —	\$	680			

⁽¹⁾ In connection with the Clif Bar acquisition, we entered into a contingent consideration arrangement that may require us to pay additional consideration to the sellers for achieving certain net revenue, gross profit and EBITDA targets in 2025 and 2026 that exceed our base financial projections for the business implied in the upfront purchase price. The other contingent consideration liabilities are recorded at fair value within long-term liabilities. The estimated fair value of the contingent consideration obligation at the acquisition date was determined using a Monte Carlo simulation and recorded in other liabilities. Significant assumptions used in assessing the fair value of the liability include financial projections for net revenue, gross profit, and EBITDA, as well as discount and volatility rates. Fair value adjustments are primarily recorded in selling, general and administrative expenses in the condensed consolidated statement of earnings.

⁽²⁾ The other contingent consideration liabilities are recorded at fair value, with \$93 million and \$132 million classified as other current liabilities at June 30, 2024 and December 31, 2023, respectively. Fair value adjustments are recorded in selling, general and administrative expenses in the condensed consolidated statement of earnings. Payment is expected to be made in the third quarter of 2024, and the majority will be classified within cash flows provided by operating activities in the consolidated statement of cash flows.



Note 10. Benefit Plans

Pension Plans

Components of Net Periodic Pension Cost

Net periodic pension cost/(benefit) consisted of the following:

	U.S. Plans					Non-U.S. Plans				
		For the Three Months Ended June 30,					For the Three Months Ended June 30,			
		2024		2023		2024		2023		
				(in milli	ions)					
Service cost	\$	1	\$	1	\$	15	\$	13		
Interest cost		15		17		71		76		
Expected return on plan assets		(23)		(24)		(108)		(100)		
Amortization:										
Net loss from experience differences		_		_		16		10		
Settlement losses and other expenses		_		3		_		_		
Net periodic pension benefit	\$	(7)	\$	(3)	\$	(6)	\$	(1)		
		U.S. P				Non-U.				
		For the Six Mo June		Ended		For the Six M Jun	lonths e 30,	Ended		
		2024		2023		2024		2023		
				(in milli	ions)					
Service cost	\$	2	\$	2	\$	30	\$	27		
Interest cost		30		32		142		152		
Expected return on plan assets		(46)		(49)		(216)		(202)		
Amortization:										
Net loss from experience differences		_		_		32		21		
Prior service cost		_		1		_		-		
Settlement losses and other expenses		6		8		_		_		
Net periodic pension benefit	\$	(8)	\$	(6)	\$	(12)	\$	(2)		

Employer Contributions

During the six months ended June 30, 2024, we contributed \$1 million to our U.S. pension plans and \$52 million to our non-U.S. pension plans. We make contributions to our pension plans in accordance with local funding arrangements and statutory minimum funding requirements. Discretionary contributions are made to the extent that they are tax deductible and do not generate an excise tax liability.

As of June 30, 2024, we plan to make further contributions of approximately \$3 million to our U.S. plans and \$26 million to our non-U.S. plans for the remainder of 2024. Our actual contributions may be different due to many factors, including changes in tax and other benefit laws, significant differences between expected and actual pension asset performance or interest rates.

Multiemployer Pension Plans

On July 11, 2019, we received an undiscounted withdrawal liability assessment from the Bakery and Confectionery Union and Industry International Pension Fund totaling \$491 million requiring pro-rata monthly payments over 20 years. We began making monthly payments during the third quarter of 2019. In connection with the discounted long-term liability, we recorded accreted interest of \$3 million for the three months ended June 30, 2024 and \$2 million for the three months ended June 30, 2023 and \$5 million for the six months ended June 30, 2024 and 2023, within *Interest and other expense, net* in the condensed consolidated statement of earnings. As of June 30, 2024, the remaining discounted withdrawal liability was \$320 million, with \$16 million recorded in *Other current liabilities* and \$304 million recorded in *Long-term other liabilities* in the condensed consolidated balance sheet.

Postretirement and Postemployment Benefit Plans

The net periodic postretirement (benefit)/cost was \$(2) million for the three months ended June 30, 2024 and \$(5)



million for the six months ended June 30, 2024 and \$(2) million for the three and six months ended June 30, 2023. The net periodic postemployment cost was \$6 million for the three months ended June 30, 2024 and \$11 million for the six months ended June 30, 2024 and zero for the three months ended June 30, 2023 and \$1 million for the six months ended June 30, 2023.

Note 11. Stock Plans

On May 22, 2024, our shareholders approved the 2024 Performance Incentive Plan (the "2024 PIP"), which replaces our Amended and Restated 2005 Performance Incentive Plan (the "2005 Plan"). Under the 2024 PIP, we are now authorized to issue a maximum of 50.7 million shares of our Common Stock. As of May 2022, 2024, we may not make any grants under the 2005 Plan. As of June 30, 2024, there were 50.7 million shares available to be granted under the 2024 PIP.

Stock Options

Stock option activity is reflected below:

	Shares Subject to Option	Weighted- Average Exercise or Grant Price Per Share	Average Remaining Contractual Term	Aggregate Intrinsic Value
Balance at January 1, 2024	18,678,120	\$49.96	5 years	\$ 420 million
Annual grant to eligible employees	2,261,810	73.13		
Additional options issued	6,150	69.76		
Total options granted	2,267,960	73.12		
Options exercised (1)	(2,213,764)	43.09		\$ 67 million
Options canceled	(239,408)	59.98		
Balance at June 30, 2024	18,492,908	53.50	5 years	\$ 238 million

⁽¹⁾ Cash received from options exercised was \$17 million in the three months and \$96 million in the six months ended June 30, 2024. The actual tax benefit realized and recorded in the provision for income taxes for the tax deductions from the option exercises totaled \$1 million in the three months and \$11 million in the six months ended June 30, 2024.

Performance Share Units and Other Stock-Based Awards

Our performance share unit (PSU), deferred stock unit (DSU) and other stock-based activity is reflected below:

	Number of Shares	Grant Date	Weighted-Average Fair Value Per Share ⁽⁴⁾	V	Veighted-Average Aggregate Fair Value ⁽³⁾
Balance at January 1, 2024	4,553,166		\$62.53		
Annual grant to eligible employees:		Feb 27, 2024			
Performance share units	787,110		75.05		
Deferred stock units	571,490		73.13		
Additional shares granted (1)	992,951	Various	63.19		
Total shares granted	2,351,551		69.58	\$	164 million
Vested (2)(3)	(1,972,046)		58.64	\$	116 million
Forfeited (2)	(214,676)		65.45		
Balance at June 30, 2024	4,717,995		67.54		

⁽¹⁾ Includes PSUs and DSUs.

⁽⁴⁾ The grant date fair value of PSUs is determined based on the Monte Carlo simulation model for the market-based total shareholder return component and the closing market price of the Company's stock on the grant date for performance-based components. The Monte Carlo simulation model incorporates the probability of achieving the total shareholder return market condition. Compensation expense is recognized using the grant date fair values regardless of whether the market condition is achieved, so long as the requisite service has been provided.



⁽²⁾ Includes PSUs, DSUs and other stock-based awards.

⁽³⁾ The actual tax benefit realized and recorded in the provision for income taxes for the tax deductions from the shares vested was zero in the three months and \$7 million in the six months ended June 30, 2024.

Share Repurchase Program

Effective January 1, 2023, our Board of Directors approved a program authorizing the repurchase of \$6.0 billion of our Common Stock through December 31, 2025. During the year ended December 31, 2023, we repurchased approximately \$1.6 billion of Common Stock pursuant to this authorization. Repurchases under the program are determined by management and are wholly discretionary.

During the six months ended June 30, 2024, we repurchased approximately 15 million shares of Common Stock at an average cost of \$70.52 per share, or an aggregate cost of approximately \$1.0 billion, all of which was paid during the period except for approximately \$5 million settled in July 2024. All share repurchases were funded through available cash and commercial paper issuances. As of June 30, 2024, we have approximately \$3.4 billion in remaining share repurchase capacity.

Note 12. Commitments and Contingencies

Legal Proceedings

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

On April 1, 2015, the U.S. Commodity Futures Trading Commission ("CFTC") filed a complaint against Kraft Foods Group and Mondelēz Global LLC ("Mondelēz Global") in the U.S. District Court for the Northern District of Illinois (the "District Court") related to the trading of December 2011 wheat futures contracts that occurred prior to the spin-off of Kraft Foods Group. The complaint alleged that Mondelēz Global: (1) manipulated or attempted to manipulate the wheat markets during the fall of 2011; (2) violated position limit levels for wheat futures; and (3) engaged in non-competitive trades. On May 13, 2022, the District Court approved a settlement agreement between the CFTC and Mondelēz Global. The terms of the settlement, which are available in the District Court's docket, had an immaterial impact on our financial position, results of operations and cash flows and did not include an admission by Mondelēz Global. Several class action complaints also were filed against Mondelēz Global in the District Court by investors who copied and expanded upon the CFTC allegations in a series of private claims for monetary damages as well as injunctive, declaratory, and other unspecified relief. In June 2015, these suits were consolidated in the United States District Court for the Northern District of Illinois as case number 15-cv-2937, Harry Ploss et al. v. Kraft Foods Group, Inc. and Mondelēz Global LLC. On January 3, 2020, the District Court granted plaintiffs' request to certify a class. In November 2022, the District Court adjourned the trial date it had previously set for November 30, 2022 and ordered the parties to brief Kraft's motions to decertify the class and for summary judgment, which has been completed. It is not possible to predict the outcome of these matters; however, based on our Separation and Distribution Agreement with Kraft Foods Group dated as of September 27, 2012, we expect to bear any monetary penalties or other payments in connection with the class action.

As previously disclosed, in November 2019, the European Commission informed us that it initiated an investigation into our alleged infringement of European Union competition law through certain practices allegedly restricting cross-border trade within the European Economic Area. On January 28, 2021, the European Commission announced it had taken the next procedural step in its investigation and opened formal proceedings. As previously disclosed, we have been cooperating with the investigation. In the fourth quarter of 2022, we had accrued (in accordance with U.S. GAAP), on a pre-tax basis, a liability of €300 million (\$321 million) within other current liabilities in the consolidated balance sheet and selling, general and administrative expenses in the consolidated statement of earnings as an estimate of the possible cost to resolve this matter. During the fourth quarter of 2023, we adjusted our accrual to a liability of €340 million (\$375 million). In the second quarter of 2024, we reached a



negotiated resolution in this matter and adjusted our accrual from a liability of €340 million to €337.5 million (\$362 million), on a pre-tax basis. Pursuant to the agreed settlement, we plan to make payment in August 2024. We do not anticipate any modification of our business practices and agreements that would have a material impact on our ongoing business operations within the European Union.

Third-Party Guarantees

We enter into third-party guarantees primarily to cover long-term obligations of our vendors. As part of these transactions, we guarantee that third parties will make contractual payments or achieve performance measures. As of June 30, 2024 and December 31, 2023, we had no material third-party guarantees recorded on our condensed consolidated balance sheet.

Tax Matters

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

Note 13. Reclassifications from Accumulated Other Comprehensive Income

The following table summarizes the changes in accumulated balances of each component of accumulated other comprehensive earnings/(losses) attributable to Mondelēz International. Amounts reclassified from accumulated other comprehensive earnings/(losses) to net earnings (net of tax) were net (losses)/gains of \$(2) million in the second quarter of 2024 and \$11 million in the second quarter of 2023 and \$21 million in the first six months of 2024 and \$41 million in the first six months of 2023.

	For the Three Months Ended June 30,					For the Six Months Ended June 30,			
		2024	,	2023		2024	,	2023	
				(in mi	llions)				
Currency Translation Adjustments:									
Balance at beginning of period	\$	(9,790)	\$	(9,659)	\$	(9,574)	\$	(9,808)	
Currency translation adjustments		(408)		139		(590)		312	
Tax (expense)/benefit		19		7		(21)		(15)	
Other comprehensive earnings/(losses)		(389)		146		(611)		297	
Less: other comprehensive (earnings)/loss attributable to noncontrolling interests		2		8		8		6	
Balance at end of period		(10,177)		(9,505)		(10,177)		(9,505)	
Pension and Other Benefit Plans:									
Balance at beginning of period	\$	(1,285)	\$	(1,111)	\$	(1,323)	\$	(1,105)	
Net actuarial gain/(loss) arising during period		(1)		(1)		(6)		1	
Tax (expense)/benefit on net actuarial gain/(loss)		1		_		1		_	
Losses/(gains) reclassified into net earnings:									
Amortization of experience losses and prior service costs (1)		14		5		26		13	
Settlement losses and other expenses (1)		_		3		6		8	
Tax expense/(benefit) on reclassifications (3)		(4)		(3)		(8)		(6)	
Currency impact		(2)		(26)		27		(44)	
Other comprehensive earnings/(losses)		8		(22)		46		(28)	
Balance at end of period		(1,277)		(1,133)		(1,277)		(1,133)	
Derivative Cash Flow Hedges:									
Balance at beginning of period	\$	(57)	\$	(44)	\$	(49)	\$	(34)	
Net derivative gains/(losses)		1		(38)		26		(66)	
Tax (expense)/benefit on net derivative gain/(loss)		3		4		6		1	
Losses/(gains) reclassified into net earnings:									
Interest rate contracts (2)		(7)		5		(43)		23	
Tax expense/(benefit) on reclassifications (3)		(1)		1		(2)		3	
Currency impact		_		_		1		1	
Other comprehensive earnings/(losses)		(4)		(28)		(12)		(38)	
Balance at end of period		(61)		(72)		(61)		(72)	
Accumulated other comprehensive income attributable to Mondelēz International:						<u> </u>			
Balance at beginning of period	\$	(11,132)	\$	(10,814)	\$	(10,946)	\$	(10,947)	
Total other comprehensive earnings/(losses)		(385)		96		(577)		231	
Less: other comprehensive (earnings)/loss attributable to noncontrolling interests		2		8		8		6	
Other comprehensive earnings/(losses) attributable to Mondelēz International		(383)		104		(569)		237	
Balance at end of period	\$	(11,515)	\$	(10,710)	\$	(11,515)	\$	(10,710	

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



⁽²⁾ These reclassified gains or losses are recorded within interest and other expense, net.

⁽³⁾ Taxes reclassified to earnings are recorded within the provision for income taxes.

Note 14. Income Taxes

As of the second quarter of 2024, our estimated annual effective tax rate, which excludes discrete tax impacts, was 27.8%. This rate reflected the impact of unfavorable foreign provisions under U.S. tax laws as well as the net unfavorable impact attributable to jurisdictional mix of pre-tax income and applicable tax rates. Our 2024 second quarter effective tax rate was 34.7% and includes discrete tax impacts in connection with unrealized gains and losses on hedging activities. Excluding these impacts, our effective tax rate for the three months ended June 30, 2024 was 28.5%. The 28.5% reflects the impact of unfavorable foreign provisions under U.S. tax laws as well as the net unfavorable impact attributable to jurisdictional mix of pre-tax income and applicable tax rates. Our effective tax rate for the six months ended June 30, 2024 of 26.2% also includes discrete tax impacts in connection with unrealized gains and losses on hedging activities. Excluding these impacts, our effective tax rate for the six months ended June 30, 2024 was 27.2%. The 27.2% reflects the impact of unfavorable foreign provisions under U.S. tax laws as well as the net unfavorable impact attributable to jurisdictional mix of pre-tax income and applicable tax rates.

As of the second quarter of 2023, our estimated annual effective tax rate, which excluded discrete tax impacts, was 24.6%. This rate reflected the impact of unfavorable foreign provisions under U.S. tax laws partially offset by favorable impacts from the mix of pre-tax income as well as applicable tax rates in various non-U.S. jurisdictions. Our 2023 second quarter effective tax rate of 23.1% included a net tax benefit related to gains and losses on KDP marketable securities and a net tax expense incurred in connection with unrealized gains and losses on hedging activities as well as other discrete net tax expense. Our effective tax rate for the six months ended June 30, 2023 of 27.3% was higher due to a \$127 million net tax expense incurred in connection with the KDP share sale during the first quarter (the earnings are reported separately on our statement of earnings and thus not included in earnings before income taxes). Excluding this impact, our effective tax rate for the six months ended June 30, 2023 was 23.6%. The 23.6% rate also included net tax expense related to gains and losses on KDP marketable securities as well as the associated pre-tax impacts.

Note 15. Earnings per Share

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

	For the Three Months Ended June 30,					For the Six Months Ended June 30,				
	<u> </u>	2024		2023	2024			2023		
				(in millions, exce	pt pe	er share data)				
Net earnings	\$	603	\$	941	\$	2,019	\$	3,030		
less: Noncontrolling interest earnings		(2)		3		(6)		(5)		
Net earnings attributable to Mondelez International	\$	601	\$	944	\$	2,013	\$	3,025		
Weighted-average shares for basic EPS	-	1,343		1,364		1,346		1,365		
Plus incremental shares from assumed conversions of stock options and long-term incentive plan shares		5		8		6		7		
Weighted-average shares for diluted EPS		1,348		1,372		1,352		1,372		
Basic earnings per share attributable to Mondelēz International	\$	0.45	\$	0.69	\$	1.50	\$	2.22		
Diluted earnings per share attributable to Mondelez International	\$	0.45	\$	0.69	\$	1.49	\$	2.20		

We exclude antidilutive Mondelēz International stock options and long-term incentive plan shares from our calculation of weighted-average shares for diluted EPS. We excluded antidilutive stock options and performance share units of 4.2 million for the three months ended June 30, 2024 and 2.8 million for the three months ended June 30, 2023 and 3.4 million for the six months ended June 30, 2024 and 2.7 million for the six months ended June 30, 2023.



Note 16. Segment Reporting

We manufacture and market primarily snack food products, including chocolate, biscuits and baked snacks, as well as gum & candy, cheese & grocery and powdered beverages. We manage our global business and report operating results through geographic units. We manage our operations by region to leverage regional operating scale, manage different and changing business environments more effectively and pursue growth opportunities as they arise across our key markets. Our regional management teams have responsibility for the business, product categories and financial results in the regions.

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

- Latin America
- AMFA
- Europe
- North America

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

Our reconciliation of segment net revenues and earnings to consolidated financial statement totals were:

	For the Three Months Ended June 30,					For the Six N	lonth e 30,	
		2024		2023		2024		2023
				(in mi	llions	5)		
Net revenues:								
Latin America	\$	1,232	\$	1,228	\$	2,551	\$	2,439
AMEA		1,587		1,609		3,537		3,548
Europe		2,874		2,926		6,242		6,233
North America		2,650		2,744		5,303		5,453
Net revenues	\$	8,343	\$	8,507	\$	17,633	\$	17,673
	<u> </u>							
Earnings before income taxes:								
Segment operating income:								
Latin America	\$	144	\$	134	\$	301	\$	273
AMEA		290		207		701		567
Europe		550		449		1,141		956
North America		545		580		1,094		1,146
Unrealized (losses)/gains on hedging activities (mark-to-market impacts)		(571)		171		553		220
General corporate expenses		(67)		(79)		(134)		(156)
Amortization of intangible assets		(37)		(37)		(75)		(76)
Operating income		854		1,425		3,581		2,930
Benefit plan non-service income		28		22		51		41
Interest and other expense, net		(32)		(97)		(100)		(192)
(Loss)/gain on marketable securities				(189)				607
Earnings before income taxes	\$	850	\$	1,161	\$	3,532	\$	3,386



Items impacting our segment operating results are discussed in Note 1, *Basis of Presentation*, Note 2, *Divestitures*, Note 3, *Inventories*, Note 4, *Property, Plant and Equipment*, Note 5, *Goodwill and Intangible Assets*, and Note 7, *Restructuring Program*. Also see Note 8, *Debt and Borrowing Arrangements*, and Note 9, *Financial Instruments*, for additional information on our interest and other expense, net for each period.

Net revenues by product category were:

		For the Th	nree	Months Ended Jur	1е 30,	2024	
	 Latin America	AMEA		Europe		North America	Total
				(in millions)			_
Biscuits & Baked Snacks	\$ 310	\$ 560	\$	1,093	\$	2,394	\$ 4,357
Chocolate	304	579		1,293		57	2,233
Gum & Candy	381	237		140		199	957
Beverages	114	124		28		_	266
Cheese & Grocery	123	87		320		_	530
Total net revenues	\$ 1,232	\$ 1,587	\$	2,874	\$	2,650	\$ 8,343

		For the TI	hree	Months Ended Jur	1e 30,	2023		
Latin America		AMEA		Europe		North America		Total
				(in millions)				
\$ 309	\$	570	\$	1,129	\$	2,383	\$	4,391
316		563		1,241		56		2,176
368		235		220		305		1,128
112		150		26		_		288
123		91		310		_		524
\$ 1,228	\$	1,609	\$	2,926	\$	2,744	\$	8,507
\$	\$ 309 316 368 112 123	\$ 309 \$ 316 368 112 123	Latin America AMEA \$ 309 \$ 570 316 563 368 235 112 150 123 91	Latin America AMEA \$ 309 \$ 570 \$ 316 563 368 235 112 150 123 91	Latin America AMEA Europe (in millions) \$ 309 \$ 570 \$ 1,129 316 563 1,241 368 235 220 112 150 26 123 91 310	Latin America AMEA Europe (in millions) \$ 309 \$ 570 \$ 1,129 \$ 316 563 1,241 368 235 220 112 150 26 123 91 310	America AMEA Europe America (in millions) \$ 309 \$ 570 \$ 1,129 \$ 2,383 316 563 1,241 56 368 235 220 305 112 150 26 — 123 91 310 —	Latin America AMEA Europe (in millions) North America \$ 309 \$ 570 \$ 1,129 \$ 2,383 \$ 316 563 1,241 56 368 235 220 305 112 150 26 — 123 91 310 —

			For the S	Six M	onths Ended June	30, 2	2024		
	Latin America	AMEA		Europe	North America			Total	
					(in millions)				
Biscuits	\$ 596	\$	1,204	\$	2,123	\$	4,733	\$	8,656
Chocolate	686		1,350		3,063		148		5,247
Gum & Candy	774		471		346		422		2,013
Beverages	244		313		62		_		619
Cheese & Grocery	251		199		648		_		1,098
Total net revenues	\$ 2,551	\$	3,537	\$	6,242	\$	5,303	\$	17,633

	Latin America	AMEA	Europe	North America	Total
			(in millions)		
Biscuits	\$ 585	\$ 1,239	\$ 2,191	\$ 4,696	\$ 8,711
Chocolate	684	1,310	2,911	140	5,045
Gum & Candy	716	441	453	617	2,227
Beverages	223	358	59	_	640
Cheese & Grocery	231	200	619	_	1,050
Total net revenues	\$ 2,439	\$ 3,548	\$ 6,233	\$ 5,453	\$ 17,673



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

Overview of Business and Strategy

Our core business is making and selling chocolate, biscuits and baked snacks, with additional businesses in adjacent, locally relevant categories including gum & candy, cheese & grocery and powdered beverages around the world.

We aim to be the global leader in snacking. Our strategy is to drive long-term growth by focusing on four strategic priorities: accelerating consumer-centric growth, driving operational excellence, creating a winning growth culture and scaling sustainable snacking. We believe the successful implementation of our strategic priorities and leveraging of our attractive global footprint, strong core of iconic global and local brands, marketing, sales, distribution and cost excellence capabilities, and top talent with a growth mindset, will drive consistent top- and bottom-line growth, enabling us to continue to create long-term value for our shareholders.

Recent Developments and Significant Items Affecting Comparability

Macroeconomic environment

We continue to observe significant market and geopolitical uncertainty, fluctuating consumer demand, inflationary pressures, supply constraints and exchange rate volatility. As a result, we experienced significantly higher operating costs, including higher overall raw material, labor and energy costs that have continued to rise. In particular, we expect to continue to face higher cocoa costs, as the market price for cocoa beans has increased significantly year-over-year and it is likely that prices will remain elevated for some time. Refer to *Commodity Trends* for additional information.

Our overall outlook for future snacks revenue growth remains strong; however, we anticipate ongoing volatility. We will continue to proactively manage our business in response to the evolving global economic environment, related uncertainty and business risks while also prioritizing and supporting our employees and customers. We continue to take steps to mitigate impacts to our supply chain, operations, technology and assets.

War in Ukraine

In February 2022, following the Russian military invasion of Ukraine, we stopped production and closed our facilities in Ukraine; since then we have taken steps to protect the safety of our employees and to fully restore operations at our two manufacturing facilities, which were significantly damaged in March 2022. See Note 1, Basis of Presentation - War in Ukraine, to the condensed consolidated financial statements, and refer to Items Affecting Comparability of Financial Results for additional information.

We have suspended new capital investments and our advertising spending in Russia, but as a food company with more than 2,500 employees in the country, we have not ceased operations given we believe we play a role in the continuity of the food supply. We continue to evaluate the situation in Ukraine and Russia and our ability to control our operating activities and businesses on an ongoing basis and comply with applicable international sanctions. We continue to consolidate both our Ukrainian and Russian subsidiaries. During the second quarter of 2024, Ukraine generated 0.4% and Russia generated 2.9% of consolidated net revenue and during the second quarter of 2023, Ukraine generated 0.3% and Russia generated 2.8% of consolidated net revenue. The profitability of and the assets held by our Russian business continue to remain above historical levels. We cannot predict if the recent performance of our Russian business will continue in the future.

Our operations in Russia are subject to risks, including the temporary or permanent loss of assets due to expropriation or further curtailment of our ability to conduct business operations in Russia. In the event this were to occur, this could lead to the partial or full impairment of our Russian assets or deconsolidation of the operations in Russia in future periods, or the termination of our business operations, based on actions taken by Russia, other parties or us. For additional information, see the risk factors in our Annual Report on Form 10-K for the year ended December 31, 2023, including the risk entitled "The war in Ukraine has impacted and could continue to impact our business operations, financial performance and results of operations."



Developments in the Middle East

In October 2023, conflict developed in the Middle East between Hamas and Israel, and has expanded to other parts of the region. In the second quarter of 2024, we experienced sales impacts related to this conflict in certain AMEA markets, but this did not have a material impact on our business, results of operations or financial condition. We continue to evaluate the impacts of these developments on our business and we cannot predict if it will have a significant impact in the future.

ERP System Implementation

In July 2024, our Board of Directors approved funding of \$1.2 billion for a multi-year systems transformation program to upgrade our global ERP and supply chain systems (the "ERP System Implementation"). The ERP System Implementation spending comprises both capital expenditures and operating expenses, of which a majority is expected to relate to operating expenses. The operating expenses associated with the ERP System Implementation represent incremental transformational costs above the normal ongoing level of spending on information technology to support operations. The ERP System Implementation program will be implemented by region in several phases with spending occurring over the next five years, with expected completion by year-end 2028. Refer to *Non-GAAP financial measures* for additional information.

Extreme Price Growth in Argentina

During December 2023, the Argentinean peso significantly devalued. The peso's devaluation and potential resulting distortion on our non-GAAP Organic Net Revenue, Organic Net Revenue growth and other constant currency growth rate measures resulted in our decision to exclude the impact of pricing in excess of 26% year-over-year ("extreme pricing") in Argentina, from these measures beginning in Q1 2024. The benchmark of 26% represents the minimum annual inflation rate for each year over a 3-year period which would result in a cumulative inflation rate in excess of 100%, the level at which an economy is considered hyperinflationary under U.S. GAAP. Throughout the following MD&A discussion, we now exclude, on a prospective basis, the impact of extreme pricing in Argentina from the net pricing impact of Organic Net Revenue and Organic Net Revenue growth and its related impact on our other non-GAAP financial constant currency growth measures with a corresponding adjustment in changes in currency translation rates. Additionally within the MD&A discussion, "currency-related items" totals the impact of extreme pricing and the currency translation rate changes. Refer to *Non-GAAP financial measures* for additional information.

Currency-related items impacted our non-GAAP financial measures for the three months ended June 30, 2024 as follows:

- Organic Net Revenue: In total, unfavorable currency-related items of \$216 million (2.6pp) were driven by unfavorable currency translation rate changes of \$544 million (6.5pp), partially offset by the adjustment for extreme pricing of \$328 million (3.9pp). In Emerging Markets, unfavorable currency-related items of \$193 million (5.9pp) were driven by unfavorable currency translation rate changes of \$521 million (15.8pp), partially offset by the adjustment for extreme pricing of \$328 million (9.9pp). In Developed Markets, unfavorable currency-related items of \$23 million (0.4pp) were driven by unfavorable currency translation rate changes.
- Adjusted Operating Income: Unfavorable currency-related items of \$57 million were driven by unfavorable currency translation rate changes of \$119 million, partially offset by the adjustment for extreme pricing of \$62 million.
- Adjusted EPS: Unfavorable currency-related items of \$0.04 were driven by unfavorable currency translation rate changes of \$0.08, partially offset by the adjustment for extreme pricing of \$0.04.

Currency-related items impacted our non-GAAP financial measures for the six months ended June 30, 2024 as follows:

• Organic Net Revenue: In total, unfavorable currency-related items of \$348 million (2.0pp) were driven by unfavorable currency translation rate changes of \$1,057 million (6.1pp), partially offset by the adjustment for extreme pricing of \$709 million (4.1pp). In Emerging Markets, unfavorable currency-related items of \$359 million (5.2pp) were driven by unfavorable currency translation rate changes of \$1,068 million (15.5pp), partially offset by the adjustment for extreme pricing of \$709 million (10.3pp). In Developed Markets, favorable currency-related items of \$11 million (0.1pp) were driven by favorable currency translation rate changes.

- Adjusted Operating Income: Unfavorable currency-related items of \$127 million were driven by unfavorable currency translation rate changes of \$309 million, partially offset by the adjustment for extreme pricing of \$182 million.
- Adjusted EPS: Unfavorable currency-related items of \$0.07 were driven by unfavorable currency translation rate changes of \$0.21, partially offset by the adjustment for extreme pricing of \$0.14.

Divestitures

In 2022, we announced our intention to divest our developed market gum and global *Halls* candy businesses and in the fourth quarter of 2022, we announced an agreement to sell the developed market gum business. On October 1, 2023, we completed the sale of our developed market gum business to Perfetti Van Melle Group, excluding the Portugal business which we retained pending regulatory approval. We completed the sale of the Portugal business to Perfetti Van Melle Group on October 23, 2023. Refer to Note 2, *Divestitures*, for additional details.

Investment Transactions

Keurig Dr Pepper Transactions (Nasdaq: "KDP")

During the first quarter of 2023, we sold approximately 30 million shares of KDP, which reduced our ownership interest to 3.2%. We recorded a pre-tax gain on equity method transactions of \$493 million (or \$368 million after-tax). Our reduction in ownership to below 5% resulted in a change of accounting from equity method investment accounting to accounting for equity interests with readily determinable fair values ("marketable securities"). On June 8, 2023, we sold 23 million shares of KDP, which reduced our ownership to 1.6%. Subsequently in 2023, we sold the remainder of our shares of KDP and exited our investment in the company.

JDE Peet's Transactions (Euronext Amsterdam: "JDEP")

During the first quarter of 2024, we determined there was an other-than-temporary impairment of our investment in JDEP, resulting in an impairment charge of €612 million (\$665 million). During the first quarter of 2023, we sold approximately 7.7 million shares of JDEP, which reduced our ownership to 18.1%. We recorded a loss of €18 million (\$19 million) on this sale.

For additional information, refer to Note 6, Investments and Note 9, Financial Instruments.

Taxes

We continue to monitor existing and potential future tax reform around the world. As of June 30, 2024, numerous countries have now enacted the Organization of Economic Cooperation and Development's model rules on a global minimum tax with the earliest effective date being for taxable years beginning after December 31, 2023. Based on the guidance available thus far, we do not expect this legislation to have a material impact on our consolidated financial statements but we will continue to evaluate it as additional guidance and clarification becomes available.

Financial Outlook

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

In addition to monitoring our key operating metrics, we monitor developments and trends that could impact our revenue and profitability objectives, as highlighted in our most recently filed Annual Report on Form 10-K for the year ended December 31, 2023.

Summary of Results

- Net revenues decreased 1.9% to \$8.3 billion in the second quarter of 2024 and decreased 0.2% to \$17.6 billion in the first six months
 of 2024 as compared to the same periods in the prior year.
 - Net revenue decline in the second quarter of 2024 was driven by unfavorable currency-related items, as the U.S. dollar strengthened relative to most currencies we operate in compared to exchange rates in the prior year, unfavorable volume/mix and the impact of our 2023 divestiture of the developed market gum business, partially offset by higher net pricing.
 - Net revenue decline in the first six months of 2024 was driven by unfavorable volume/mix, unfavorable currency-related items, as the U.S. dollar strengthened relative to most currencies we operate in compared to exchange rates in the prior year and the impact of our 2023 divestiture of the developed market gum business, partially offset by higher net pricing and incremental net revenue from a short-term distributor agreement related to the sale of our developed market gum business.
- Organic Net Revenue, a non-GAAP financial measure, increased 2.5% to \$8.6 billion in the second quarter of 2024 and increased 3.4% to \$18.0 billion in the first six months of 2024 as compared to the same periods in the prior year. During both the second quarter and first six months of 2024, Organic Net Revenue grew due to higher net pricing, partially offset by unfavorable volume/mix. Organic Net Revenue is on a constant currency basis and excludes revenue from acquisitions and divestitures. Refer to Non-GAAP Financial Measures for the definition of Organic Net Revenue and Consolidated Results of Operations for our reconciliation with net revenues.
- Diluted EPS attributable to Mondelez International decreased (34.8)% to \$0.45 in the second quarter of 2024 and decreased (32.3)% to \$1.49 in the first six months of 2024 as compared to the same periods in the prior year.
 - Diluted EPS decreased in the second quarter of 2024, driven by an unfavorable year-over-year change in mark-to-market impacts from commodity and currency derivatives, lapping prior-year operating results from the developed market gum business divested in 2023, unfavorable initial impacts from enacted tax law changes, higher acquisition integration costs and contingent consideration adjustments and higher equity method investee items. These unfavorable items were partially offset by an increase in Adjusted EPS, lapping prior-year losses on marketable securities and equity method investment transactions, lower loss on remeasurement of net monetary position and lower divestiture-related costs.
 - Diluted EPS decreased in the first six months of 2024, driven by an impairment charge on our JDEP equity method investment in 2024, lapping prior-year net gains on marketable securities and equity method investment transactions primarily related to our former KDP investment, lapping prior-year operating results from the developed market gum business divested in 2023, unfavorable initial impacts from enacted tax law changes, higher acquisition integration costs and contingent consideration adjustments, higher costs incurred from our Simplify to Grow program and higher equity method investee items. These unfavorable items were partially offset by an increase in Adjusted EPS, favorable year-over-year change in mark-to-market impacts from commodity and currency derivatives, lower divestiture-related costs and lower loss on remeasurement of net monetary position.
- Adjusted EPS, a non-GAAP financial measure, increased 19.4% to \$0.86 in the second quarter of 2024 and increased 15.9% to \$1.82 in the first six months of 2024 as compared to the same periods in the prior year. On a constant currency basis, Adjusted EPS increased 25.0% to \$0.90 in the second quarter of 2024 and increased 20.4% to \$1.89 in the first six months of 2024 as compared to the same periods in the prior year. Refer to Non-GAAP Financial Measures for the definition of Adjusted EPS and Consolidated Results of Operations for our reconciliation with diluted EPS.
 - Adjusted EPS increased in the second quarter of 2024, driven by operating gains, lower interest expense and fewer shares outstanding, partially offset by unfavorable currency-related items and higher taxes.
 - Adjusted EPS increased in the first six months of 2024, driven by operating gains, lower interest expense, fewer shares
 outstanding and higher benefit plan non-service income, partially offset by unfavorable currency-related items, higher taxes
 and lapping prior year dividend income related to our former KDP investment.



Discussion and Analysis of Historical Results

Items Affecting Comparability of Financial Results

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

		For the Three Jui	Month	s Ended		For the Six I Jur	Months ne 30,	Ended
	See Note	2024		2023		2024		2023
			(iı	n millions, exc	ept pe	ercentages)		
Simplify to Grow Program	Note 7							
Restructuring charges		\$ (3)	\$	(2)	\$	(45)	\$	(32)
Implementation charges		(12)		(4)		(23)		(9)
Mark-to-market (losses)/gains from derivatives (1)	Note 9	(573)		168		551		216
Acquisition and divestiture-related costs:	Note 2							
Acquisition integration costs and contingent consideration adjustments (1)		(36)		(24)		(79)		(75)
Divestiture-related costs		_		(22)		(4)		(52)
Incremental costs due to war in Ukraine (2)	Note 1	(1)		_		(2)		3
European Commission legal matter	Note 12	3		_		3		_
ERP System Implementation costs (3)								
		(9)		_		(9)		_
Remeasurement of net monetary position	Note 1	(9)		(26)		(17)		(38)
Impact from pension participation changes (1)	Note 10	(3)		(2)		(5)		(5)
Loss on debt extinguishment and related expenses	Note 8	_		(1)		_		(1)
Initial impacts from enacted tax law changes	Note 14	(25)		(2)		(23)		(2)
(Loss)/gain on marketable securities	Note 6	_		(194)		_		593
(Loss)/gain on equity method investment transactions including impairments (4)	Note 6	_		(23)		(665)		462
Equity method investee items (5)		(19)		_		(47)		(44)
Effective tax rate	Note 14	34.7 %)	23.1 %		26.2 %		27.3 %

- (1) Includes impacts recorded in operating income and interest expense and other, net. Mark-to-market gains/(losses) above also include our equity method investment-related derivative contract mark-to-market gains/(losses) (refer to Note 9, *Financial Instruments*) that are recorded in the (loss)/gain (including non-cash impairment charges) on equity method investment transactions on our condensed consolidated statement of earnings.
- (2) Incremental costs due to the war in Ukraine include direct charges such as asset impairments due to damaged facilities and inventory, higher expected allowances for uncollectible accounts receivable and committed compensation. Please see the Non-GAAP Financial Measures section at the end of this item and Note 1, Basis of Presentation War in Ukraine, for additional information.
- (3) ERP System Implementation program costs represent incremental operating expenses above the normal ongoing level of spending on information technology to support operations. These expenses include third-party consulting fees, direct labor costs associated with the program, accelerated depreciation of our existing SAP financial systems and various other expenses, all associated with the implementation of our information technology upgrades.
- (4) (Loss)/gain (including non-cash impairment charges) on equity method investment transactions is recorded outside pre-tax operating results on the condensed consolidated statement of earnings. See footnote (1) as mark-to-market gains/(losses) on our equity method-investment-related derivative contracts are presented in the table above within mark-to-market gains/(losses) from derivatives.
- (5) Includes our proportionate share of significant operating and non-operating items recorded by our JDE Peet's equity method investee, including acquisition and divestiture-related costs, restructuring program costs and intangible asset impairment charges.



Consolidated Results of Operations Three Months Ended June 30

For the Three Months Ended

	Juli	e 50,				
	 2024	20)23	\$ Ch	ange	% Change
	 (in mi	llions, exce	pt per shar	e data)		
Net revenues	\$ 8,343	\$	8,507	\$	(164)	(1.9)%
Operating income	854		1,425		(571)	(40.1)%
Net earnings attributable to Mondelēz International	601		944		(343)	(36.3)%
Diluted earnings per share attributable to Mondelēz International	0.45		0.69		(0.24)	(34.8)%

Net Revenues – Net revenues decreased \$164 million (1.9%) to \$8,343 million in the second quarter of 2024, and Organic Net Revenue (1) increased \$209 million (2.5%) to \$8,559 million. Emerging markets net revenues decreased (1.4)% and emerging markets Organic Net Revenue increased 4.5% (1). Developed markets net revenues decreased (2.3)% and developed markets Organic Net Revenue increased 1.2% (1). The underlying changes in net revenues and Organic Net Revenue are detailed below:

		Emerging Markets	Developed Markets	Mondelēz International		
Three Months Ended June 30, 2024						
Reported (GAAP)	\$	3,260	\$ 5,083	\$	8,343	
Currency-related items		193	23		216	
Organic (Non-GAAP)	\$	3,453	\$ 5,106	\$	8,559	
Three Months Ended June 30, 2023	-					
Reported (GAAP)	\$	3,306	\$ 5,201	\$	8,507	
Divestitures		(1)	(156)		(157)	
Organic (Non-GAAP)	\$	3,305	\$ 5,045	\$	8,350	
% Change	-					
Reported (GAAP)		(1.4) %	(2.3) %		(1.9) %	
Divestitures		- pp	3.1 pp		1.8 pp	
Currency-related items		5.9	0.4		2.6 pp	
Organic (Non-GAAP)		4.5 %	1.2 %		2.5 %	
Vol/Mix		(2.2)pp	 (2.2)pp		(2.2)pp	
Pricing		6.7	3.4		4.7	

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

Net revenue decrease of 1.9% was driven by unfavorable currency-related items and the impact of our 2023 divestiture of the developed market gum business, partially offset by our underlying Organic Net Revenue growth of 2.5%. Currency-related items decreased net revenues by \$216 million, driven by unfavorable currency translation rate changes, partially offset by the adjustment for extreme pricing in Argentina. Refer to *Recent Developments and Significant Items Affecting Comparability* for additional information. Unfavorable currency translation rate changes were due to the strength of the U.S. dollar relative to several currencies, primarily the Argentinean peso, as well as the Nigerian naira, Russian ruble, Turkish lira, Brazilian real, Egyptian pound, euro and Chinese yuan, partially offset by the strength of a few currencies relative to the U.S. dollar, including the Mexican peso, British pound sterling, Polish zloty and Colombian peso. The impact of our 2023 divestiture of the developed market gum business resulted in a year-over-year reduction in net revenues of \$157 million for the second quarter of 2024. Refer to Note 2, *Divestitures*, for additional information. Organic Net Revenue growth was driven by higher net pricing, partially offset by unfavorable volume/mix. Higher net pricing in all regions was due to the benefit of carryover pricing from 2023 as well as the effects of input cost-driven pricing actions taken during the first six months of 2024. Overall, unfavorable volume/mix was driven by volume declines, due to expected customer price negotiation disruptions in Europe, softer consumer demand in the U.S. and Mexico, and geopolitical impacts in parts of AMEA, which were partially offset by favorable product mix. Unfavorable volume/mix was reflected across all regions.

Operating Income – Operating income decreased \$571 million (40.1%) to \$854 million in the second quarter of 2024. Adjusted Operating Income ⁽¹⁾ increased \$223 million (17.6%) to \$1,492 million and Adjusted Operating Income on a constant currency basis ⁽¹⁾ increased \$280 million (22.1%) to \$1,549 million due to the following:

	For the Three Months Ended June 30,														
	·	2024		2024 20		2023		2023		2023		2023		Change	% Change
			(in mil	lions)											
Operating Income	\$	854	\$	1,425	\$	(571)	(40.1)%								
Simplify to Grow Program (2)		15		6		9									
Mark-to-market losses/(gains) from derivatives (3)		571		(171)		742									
Acquisition integration costs and contingent consideration adjustments (4)		36		24		12									
Divestiture-related costs (4)		_		22		(22)									
Operating results from divestitures (4)		_		(63)		63									
European Commission legal matter		(3)		_		(3)									
Incremental costs due to war in Ukraine (5)		1		_		1									
ERP System Implementation costs		9		_		9									
Remeasurement of net monetary position (5)		9		26		(17)									
Adjusted Operating Income (1)	\$	1,492	\$	1,269	\$	223	17.6 %								
Currency-related items		57		_		57									
Adjusted Operating Income (constant currency) (1)	\$	1,549	\$	1,269	\$	280	22.1 %								

Key Drivers of Adjusted Operating Income (constant currency) \$ Cha		hange
Higher net pricing	\$	396
Lower input costs		24
Unfavorable volume/mix		(68)
Higher selling, general and administrative expenses		(79)
Higher amortization of intangible assets		(1)
Lower asset impairment charges		8
Total change in Adjusted Operating Income (constant currency) (1)	\$	280

- (1) Refer to the Non-GAAP Financial Measures section.
- (2) Refer to Note 7, Restructuring Program, for additional information.
- (3) Refer to Note 9, Financial Instruments, and the Non-GAAP Financial Measures section at the end of this item for additional information on the unrealized gains/losses on commodity and forecasted currency transaction derivatives.
- (4) Refer to Note 2, *Divestitures*, for additional information on the October 1, 2023 sale of the developed market gum business. Refer to Note 2, *Acquisitions and Divestitures* in our Annual Report on Form 10-K for the year ended December 31, 2023 for additional information on our 2022 acquisitions.
- (5) Refer to Note 1, Basis of Presentation, for information on our accounting for the war in Ukraine and our application of highly inflationary accounting for Argentina and Türkiye.



During the second quarter of 2024, we realized higher net pricing, which was partially offset by increased input costs and unfavorable volume/mix. Higher net pricing, which included the carryover impact of pricing actions taken in 2023 as well as the effects of input cost-driven pricing actions taken during the first six months of 2024, was reflected across all regions. The decrease in input costs was driven by lower manufacturing costs due to productivity, partially offset by higher raw material costs. Higher raw material costs were in part due to higher cocoa, sugar, nuts and other ingredient costs, as well as unfavorable year-over-year currency exchange transaction costs on imported materials, partially offset by lower energy, edible oils, dairy, grains and packaging costs. Overall, unfavorable volume/mix was due to volume declines partially offset by favorable product mix. Unfavorable volume/mix was experienced in all regions.

Total selling, general and administrative expenses increased \$22 million from the second quarter of 2023, which was net of benefits from a number of factors noted in the table above, including in part, the elimination of costs from the developed market gum business divested in 2023, lower divestiture-related costs, lower remeasurement loss of net monetary position and a favorable currency translation impact related to expenses, partially offset by higher acquisition integration costs and contingent consideration adjustments and costs incurred for the ERP System Implementation program. Excluding these factors, selling, general and administrative expenses increased \$79 million from the second quarter of 2023. The increase was driven primarily by higher advertising and consumer promotion costs and higher overhead costs in part due to increased investments in route to market capabilities.

Unfavorable currency-related items, net of the adjustment for extreme pricing in Argentina, decreased operating income by \$57 million primarily due to the strength of the U.S. dollar relative to most currencies, including the Argentinean peso, Egyptian pound, Russian ruble, Brazilian real, Turkish lira, euro and Chinese yuan, partially offset by the strength of a few currencies relative to the U.S. dollar, primarily the Mexican peso, British pound sterling and Polish zloty.

Operating income margin decreased from 16.8% in the second quarter of 2023 to 10.2% in the second quarter of 2024. The decrease in operating income margin was driven primarily by the unfavorable year-over-year change in mark-to-market gains/(losses) from commodity and currency hedging activities, the impact from the developed market gum business divested in 2023, higher acquisition integration costs and contingent consideration adjustments, costs incurred for the ERP System Implementation program and higher costs incurred for the Simplify to Grow program, partially offset by higher Adjusted Operating Income margin, lower divestiture-related costs and lower remeasurement loss of net monetary position. Adjusted Operating Income margin increased from 15.2% for the second quarter of 2023 to 17.9% for the second quarter of 2024. The increase was driven primarily by higher net pricing, lower manufacturing costs driven by productivity and overhead cost leverage, partially offset by higher advertising and consumer promotion costs and higher raw material costs.



Net Earnings and Earnings per Share Attributable to Mondelēz International – Net earnings attributable to Mondelēz International of \$601 million decreased by \$343 million (36.3%) in the second quarter of 2024. Diluted EPS attributable to Mondelēz International was \$0.45 in the second quarter of 2024, down \$0.24 (34.8%) from the second quarter of 2023. Adjusted EPS (1) was \$0.86 in the second quarter of 2024, up \$0.14 (19.4%) from the second quarter of 2023. Adjusted EPS on a constant currency basis (1) was \$0.90 in the second quarter of 2024, up \$0.18 (25.0%) from the second quarter of 2023.

	For the Three Months Ended June 30,						
		2024		2023	\$ Change		% Change
Diluted EPS attributable to Mondelez International	\$	0.45	\$	0.69	\$	(0.24)	(34.8)%
Simplify to Grow Program (2)		0.01		0.01		_	
Mark-to-market losses/(gains) from derivatives (2)		0.34		(0.11)		0.45	
Acquisition integration costs and contingent consideration adjustments (2)		0.02		0.01		0.01	
Divestiture-related costs (2)		_		0.01		(0.01)	
Operating results from divestitures (2)		_		(0.04)		0.04	
Remeasurement of net monetary position (2)		0.01		0.02		(0.01)	
Initial impacts from enacted tax law changes (3)		0.02		_		0.02	
Gain on marketable securities (4)		_		0.11		(0.11)	
Loss on equity method investment transactions including impairments (4)		_		0.02		(0.02)	
Equity method investee items (5)		0.01		_		0.01	
Adjusted EPS (1)	\$	0.86	\$	0.72	\$	0.14	19.4 %
Currency-related items		0.04				0.04	
Adjusted EPS (constant currency) (1)	\$	0.90	\$	0.72	\$	0.18	25.0 %

Key Drivers of Adjusted EPS (constant currency)	\$ Change
Increase in operations	\$ 0.15
Change in interest and other expense, net (6)	0.03
Change in income taxes (3)	(0.02)
Change in shares outstanding (7)	0.02
Total change in Adjusted EPS (constant currency) (1)	\$ 0.18

- (1) Refer to the Non-GAAP Financial Measures section appearing later in this section. The tax expense/(benefit) of each of the pre-tax items excluded from our U.S. GAAP results was computed based on the facts and tax assumptions associated with each item, and such impacts have also been excluded from Adjusted EPS.
 - For the three months ended June 30, 2024, taxes for the: Simplify to Grow Program were \$(6) million, mark-to-market losses from derivatives were \$(111) million, acquisition integration costs and contingent consideration adjustments were \$(7) million, remeasurement of net monetary position were zero, initial impacts from enacted tax law changes were \$25 million and equity method investee items were zero.
 - For the three months ended June 30, 2023, taxes for the: Simplify to Grow Program were \$(1) million, mark-to-market gains from derivatives were \$21 million, acquisition integration costs and contingent consideration adjustments were \$(9) million, divestiture-related costs were \$(4) million, operating results from divestitures were \$12 million, remeasurement of net monetary position were zero, gain on marketable securities were \$(45) million, gain on equity method investment transactions were \$(1) million and equity method investee items were zero.
- (2) See the Operating Income table above and the related footnotes for additional information.
- 3) Refer to Note 14, Income Taxes, for additional information on the items affecting income taxes.
- (4) Refer to Note 6, *Investments*, for additional information on gains/losses (including non-cash impairment charges) on equity method investment transactions and marketable securities.
- (5) Includes our proportionate share of significant operating and non-operating items recorded by our JDE Peet's equity method investee, such as acquisition and divestiture-related costs and restructuring program costs.
- (6) Excludes the currency impact on interest expense related to non-U.S. dollar-denominated debt, which is included in currency translation.
- (7) Refer to Note 11, Stock Plans, for additional information on our equity compensation programs and share repurchase program and Note 15, Earnings per Share, for earnings per share weighted-average share information.



Six Months Ended June 30:

For the Six Months Ended

		Jun	ie su,						
		2024		2024		2023		ge	% Change
		(in mi	illions, ex	cept per shar	e data)				
Net revenues	\$	17,633	\$	17,673	\$	(40)	(0.2)%		
Operating income		3,581		2,930		651	22.2 %		
Net earnings attributable to Mondelēz International		2,013		3,025	(1,012)	(33.5)%		
Diluted earnings per share attributable to Mondelēz International		1.49		2.20		(0.71)	(32.3)%		

Net Revenues – Net revenues decreased \$40 million (0.2%) to \$17,633 million in the first six months of 2024, and Organic Net Revenue increased \$587 million (3.4%) to \$17,956 million. Emerging markets net revenues increased 1.3% and emerging markets Organic Net Revenue increased 6.5% ⁽¹⁾. Developed markets net revenues decreased (1.2)% and developed markets Organic Net Revenue increased 1.3% ⁽¹⁾. The underlying changes in net revenues and Organic Net Revenue are detailed below:

	Emerging Markets			Developed Markets	ı	Mondelēz nternational
Six Months Ended June 30, 2024						
Reported (GAAP)	\$	6,993	\$	10,640	\$	17,633
Short-term distributor agreements		(3)		(22)		(25)
Currency-related items		359		(11)		348
Organic (Non-GAAP)	\$	7,349	\$	10,607	\$	17,956
Six Months Ended June 30, 2023						
Reported (GAAP)	\$	6,904	\$	10,769	\$	17,673
Divestitures		(3)		(301)		(304)
Organic (Non-GAAP)	\$	6,901	\$	10,468	\$	17,369
<u>% Change</u>						
Reported (GAAP)		1.3 %		(1.2) %		(0.2) %
Divestitures		— рр		2.8 pp		1.7 pp
Short-term distributor agreements		_		(0.2)		(0.1)
Currency-related items		5.2		(0.1)		2.0
Organic (Non-GAAP)		6.5 %		1.3 %		3.4 %
Vol/Mix		(1.0) pp		(3.0) pp		(2.1) pp
Pricing		7.5		4.3		5.5

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

Net revenue decrease of 0.2% was driven by unfavorable currency-related items and the impact of our 2023 divestiture of the developed market gum business, partially offset by our underlying Organic Net Revenue growth of 3.4% and the impact of a short-term distributor agreement. Currency-related items decreased net revenues by \$348 million, driven by unfavorable currency translation rate changes, partially offset by the adjustment for extreme pricing in Argentina. Refer to *Recent Developments and Significant Items Affecting Comparability* for additional information. Unfavorable currency translation rate changes were due to the strength of the U.S. dollar relative to most currencies, primarily the Argentinean peso, as well as the Russian ruble, Turkish lira, Nigerian naira, Chinese yuan, Egyptian pound and Australian dollar, partially offset by the strength of a few currencies relative to the U.S. dollar, including the Mexican peso, British pound sterling, Polish zloty and Colombian peso. The impact of our 2023 divestiture of the developed market gum business resulted in a year-overyear reduction in net revenues of \$304 million for the first six months of 2024. Refer to Note 2, *Divestitures*, for additional information. Organic Net Revenue growth was driven by higher net pricing, partially offset by unfavorable volume/mix. Higher net pricing in all regions was due to the benefit of carryover pricing from 2023 as well as the effects of input cost-driven pricing actions taken during the first six months of 2024. Overall, unfavorable volume/mix was driven by volume declines, due to expected customer price negotiation disruptions in Europe, softer consumer demand in the U.S. and Mexico and geopolitical impacts in parts of AMEA, which were partially offset by favorable product mix. Unfavorable volume/mix

was reflected across all regions. The short-term distributor agreement related to the October 1, 2023 sale of our developed market gum business added incremental net revenues of \$25 million for the first six months of 2024.

Operating Income – Operating income increased \$651 million (22.2%) to \$3,581 million in the first six months of 2024. Adjusted Operating Income (1) increased \$409 million (14.6%) to \$3,202 million and Adjusted Operating Income on a constant currency basis (1) increased \$536 million (19.2%) to \$3,329 million due to the following:

		lonths Ended e 30,		
	 2024	2023	\$ Change	% Change
		(in millions)		
Operating Income	\$ 3,581	\$ 2,930	\$ 65	51 22.2 %
Simplify to Grow Program (2)	68	41	2	27
Mark-to-market gains from derivatives (3)	(553)	(220)	(33	33)
Acquisition integration costs and contingent consideration adjustments (4)	79	75		4
Divestiture-related costs (4)	4	52	(4	l8)
Operating income from divestitures (4)	_	(120)	12	20
Operating income from short-term distributor agreements	(2)	_	((2)
European Commission legal matter	(3)	_		(3)
Incremental costs due to war in Ukraine (5)	2	(3)		5
ERP System Implementation costs	9	_		9
Remeasurement of net monetary position (5)	17	38	(2	21)
Adjusted Operating Income (1)	\$ 3,202	\$ 2,793	\$ 40	9 14.6 %
Currency-related items	127	_	12	27
Adjusted Operating Income (constant currency) (1)	\$ 3,329	\$ 2,793	\$ 53	19.2 %

Key Drivers of Adjusted Operating Income (constant currency)	\$ 0	\$ Change			
Higher net pricing	\$	962			
Higher input costs		(105)			
Unfavorable volume/mix		(121)			
Higher selling, general and administrative expenses		(217)			
Higher amortization of intangible assets		(1)			
Lower asset impairment charges		18			
Total change in Adjusted Operating Income (constant currency) (1)	\$	536			

- (1) Refer to the Non-GAAP Financial Measures section at the end of this item.
- (2) Refer to Note 7, Restructuring Program, for more information.
- (3) Refer to Note 9, Financial Instruments, Note 16, Segment Reporting, and Non-GAAP Financial Measures section at the end of this item for more information on the unrealized gains/losses on commodity and forecasted currency transaction derivatives.
- (4) Refer to Note 2, *Divestitures*, for additional information on the October 1, 2023 sale of the developed market gum business. Refer to Note 2, *Acquisitions and Divestitures* in our Annual Report on Form 10-K for the year ended December 31, 2023 for additional information on our 2022 acquisitions.
- (5) Refer to Note 1, Basis of Presentation, for information on our accounting for the war in Ukraine and our application of highly inflationary accounting for Argentina and Türkiye.



During the first six months of 2024, we realized higher net pricing, which was partially offset by increased input costs and unfavorable volume/mix. Higher net pricing, which included the carryover impact of pricing actions taken in 2023 as well as the effects of input cost-driven pricing actions taken during the first six months of 2024, was reflected across all regions. The increase in input costs was driven by higher raw material costs, partially offset by lower manufacturing costs driven by productivity. Higher raw material costs were in part due to higher cocoa, sugar, nuts and other ingredient costs, as well as unfavorable year-over-year currency exchange transaction costs on imported materials, partially offset by lower dairy, energy, edible oils, grains and packaging costs. Overall, unfavorable volume/mix was due to volume declines partially offset by favorable product mix. Unfavorable volume/mix was experienced in all regions.

Total selling, general and administrative expenses increased \$105 million from the first six months of 2023, which was net of benefits from a number of factors noted in the table above, including in part, the elimination of costs from the developed market gum business divested in 2023, lower divestiture-related costs, lower remeasurement loss of net monetary position and a favorable currency translation impact related to expenses, marginally offset by costs incurred for the ERP System Implementation program, higher implementation costs incurred for the Simplify to Grow program and lower acquisition integration costs and contingent consideration adjustments. Excluding these factors, selling, general and administrative expenses increased \$217 million from the first six months of 2023. The increase was driven primarily by higher advertising and consumer promotion costs and higher overhead costs in part due to increased investments in route to market capabilities.

Unfavorable currency changes, net of the adjustment for extreme pricing in Argentina, decreased operating income by \$127 million primarily due to the strength of the U.S. dollar relative to most currencies, including the Argentinean peso, Russian ruble, Turkish lira, Chinese yuan, Egyptian pound, Nigerian naira and Australian dollar, partially offset by the strength of a few currencies relative to the U.S. dollar, primarily the British pound sterling, Mexican peso and Polish zloty.

Operating income margin increased from 16.6% in the first six months of 2023 to 20.3% in the first six months of 2024. The increase was driven primarily by higher Adjusted Operating Income margin, favorable year-over-year change in mark-to-market gains/(losses) from commodity and currency hedging activities, lower divestiture-related costs and lower remeasurement loss of net monetary position, partially offset by the impact from the developed market gum business divested in 2023, higher costs incurred for the Simplify to Grow program and costs incurred for the ERP System Implementation program. Adjusted Operating Income margin increased from 16.1% for the first six months of 2023 to 18.2% for the first six months of 2024. The increase was driven primarily by higher net pricing, lower manufacturing costs driven by productivity and overhead leverage, partially offset by higher raw material costs and higher advertising and consumer promotion costs.



Net Earnings and Earnings per Share Attributable to Mondelēz International – Net earnings attributable to Mondelēz International of \$2,013 million decreased by \$1,012 million (33.5%) in the first six months of 2024. Diluted EPS attributable to Mondelēz International was \$1.49 in the first six months of 2024, down \$0.71 (32.3%) from the first six months of 2023. Adjusted EPS (1) was \$1.82 in the first six months of 2024, up \$0.25 (15.9%) from the first six months of 2023. Adjusted EPS on a constant currency basis (1) was \$1.89 in the first six months of 2024, up \$0.32 (20.4%) from the first six months of 2023.

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	For the Six Months Ended June 30,						
	2024			2023	\$	Change	% Change
Diluted EPS attributable to Mondelez International	\$	1.49	\$	2.20	\$	(0.71)	(32.3)%
Simplify to Grow Program (2)		0.04		0.03		0.01	
Mark-to-market gains from derivatives (2)		(0.32)		(0.14)		(0.18)	
Acquisition integration costs and contingent consideration adjustments (2)		0.05		0.04		0.01	
Divestiture-related costs (2)	- 0.03					(0.03)	
Net earnings from divestitures (2)		_		(0.09)		0.09	
Remeasurement of net monetary position (2)		0.01		0.03		(0.02)	
Initial impacts from enacted tax law changes (3)		0.02		_		0.02	
Gain on marketable securities (4)		_		(0.32)		0.32	
Losses/(gains) on equity method investment transactions (4)		0.49		(0.24)		0.73	
Equity method investee items (5)		0.04		0.03		0.01	
Adjusted EPS (1)	\$	1.82	\$	1.57	\$	0.25	15.9 %
Currency-related items		0.07		_		0.07	
Adjusted EPS (constant currency) (1)	\$	1.89	\$	1.57	\$	0.32	20.4 %

Key Drivers of Adjusted EPS (constant currency)	\$ Change
Increase in operations	\$ 0.30
Change in benefit plan non-service income	0.01
Change in interest and other expense, net (6)	0.03
Dividend income from marketable securities	(0.01)
Change in income taxes (3)	(0.04)
Change in shares outstanding (7)	0.03
Total change in Adjusted EPS (constant currency) (1)	\$ 0.32

- (1) Refer to the Non-GAAP Financial Measures section appearing later in this section. The tax expense/(benefit) of each of the pre-tax items excluded from our U.S. GAAP results was computed based on the facts and tax assumptions associated with each item, and such impacts have also been excluded from Adjusted EPS.
 - For the six months ended June 30, 2024, taxes for the: Simplify to Grow Program were \$(17) million, mark-to-market gains from derivatives were \$116 million, acquisition integration costs and contingent consideration adjustments were \$(17) million, remeasurement of net monetary position were zero, initial impacts from enacted tax law changes were \$23 million, gain on equity method investment transactions were zero and equity method investee items were zero.
 - For the six months ended June 30, 2023, taxes for the: Simplify to Grow Program were \$(7) million, mark-to-market gains from derivatives were \$29 million, acquisition integration costs and contingent consideration adjustments were \$(22) million, divestiture-related costs were \$(8) million, net earnings from divestitures were \$28 million, remeasurement of net monetary position were zero, gain on marketable securities were \$156 million, gain on equity method investment transactions were \$124 million and equity method investee items were zero.
- (2) See the Operating Income table above and the related footnotes for more information.
- (3) Refer to Note 14, *Income Taxes*, on the items affecting income taxes.
- (4) Refer to Note 6, Investments, for more information on the gain/(loss) on equity method investment transactions and marketable securities.
- (5) Includes our proportionate share of significant operating and non-operating items recorded by our JDE Peet's equity method investee, such as acquisition and divestiture-related costs and restructuring program costs.
- (6) Excludes the currency impact on interest expense related to our non-U.S. dollar-denominated debt, which is included in currency translation.
- (7) Refer to Note 11, Stock Plans, for more information on our equity compensation programs and share repurchase program and Note 15, Earnings per Share, for earnings per share weighted-average share information.



Results of Operations by Reportable Segment

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

- · Latin America
- AMEA
- Europe
- North America

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

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

Our reconciliation of segment net revenues and earnings to consolidated financial statement totals were:

		For the Three Jun	s Ended			Months Ended le 30,		
		2024	2023			2024		2023
		(in mi	llions)					
Net revenues:								
Latin America	\$	1,232	\$	1,228	\$	2,551	\$	2,439
AMEA		1,587		1,609		3,537		3,548
Europe		2,874		2,926		6,242		6,233
North America		2,650		2,744		5,303		5,453
Net revenues	\$	8,343	\$	8,507	\$	17,633	\$	17,673
Earnings before income taxes:								
Segment operating income:	•	444	•	404	Φ.	004	•	070
Latin America	\$	144	\$	134	\$	301	\$	273
AMEA		290		207		701		567
Europe		550		449		1,141		956
North America		545		580		1,094		1,146
Unrealized (losses)/gains on hedging activities (mark-to-market impacts)		(571)		171		553		220
General corporate expenses		(67)		(79)		(134)		(156)
Amortization of intangible assets		(37)		(37)		(75)		(76)
Operating income		854		1,425		3,581		2,930
Benefit plan non-service income		28		22		51		41
Interest and other expense, net		(32)		(97)		(100)		(192)
(Loss)/gain on marketable securities		_		(189)		_		607
Earnings before income taxes	\$	850	\$	1,161	\$	3,532	\$	3,386



Latin America

	For the Three Jun	Month e 30,	ns Ended		
	 2024		2023	\$ Change	% Change
		((in millions)	· · · · · ·	
Net revenues	\$ 1,232	\$	1,228	\$ 4	0.3 %
Segment operating income	144		134	10	7.5 %
	For the Six M	onths e 30,	s Ended		
	 2024		2023	\$ Change	% Change
		((in millions)		
Net revenues	\$ 2,551	\$	2,439	\$ 112	4.6 %
Segment operating income	301		273	28	10.3 %

Three Months Ended June 30:

Net revenues increased \$4 million (0.3%), due to higher net pricing (7.7 pp), partially offset by unfavorable impact of currency-related items (4.2 pp) and unfavorable volume/mix (3.2 pp). Higher net pricing, net of the adjustment for extreme pricing in Argentina, was driven by input cost-driven pricing actions and reflected across all categories, primarily in Argentina, Mexico and Brazil. Currency-related items were unfavorable, net of the adjustment for extreme pricing in Argentina, due to currency translation rate changes. Unfavorable currency translation impacts were primarily due to the strength of the U.S. dollar relative to a few currencies in the region, primarily the Argentinean peso and Brazilian real, partially offset by the strength of a few currencies relative to the U.S. dollar, primarily the Mexican peso and Colombian peso. Overall, unfavorable volume/mix reflected consumer softness, primarily in Mexico. Unfavorable volume/mix was driven by declines in chocolate, cheese & grocery, gum, candy and refreshment beverages, partially offset by a gain in biscuits & baked snacks.

Segment operating income increased \$10 million (7.5%), primarily due to higher net pricing and lower manufacturing costs driven by productivity. These favorable items were partially offset by higher raw material costs, unfavorable currency-related items, unfavorable volume/mix and higher advertising and consumer promotion costs.

Six Months Ended June 30:

Net revenues increased \$112 million (4.6%), due to higher net pricing (8.0 pp), partially offset by unfavorable volume/mix (2.2 pp) and unfavorable impact of currency-related items (1.2 pp). Higher net pricing, net of the adjustment for extreme pricing in Argentina, was driven by input cost-driven pricing actions and reflected across all categories, primarily in Argentina, Mexico and Brazil. Currency-related items were unfavorable, net of the adjustment for extreme pricing in Argentina, due to currency translation rate changes. Unfavorable currency translation impacts were primarily due to the strength of the U.S. dollar relative to several currencies in the region, primarily the Argentinean peso and Chilean peso, partially offset by the strength of several currencies relative to the U.S. dollar, primarily the Mexican peso and Colombian peso. Unfavorable volume/mix reflected consumer softness, primarily in Mexico. Overall, unfavorable volume/mix was driven by declines in chocolate, cheese & grocery, candy, biscuits & baked snacks and gum, partially offset by a gain in refreshment beverages.

Segment operating income increased \$28 million (10.3%), primarily due to higher net pricing, lower other selling, general and administrative expenses, lower remeasurement loss on net monetary position and lower manufacturing costs driven by productivity. These favorable items were partially offset by higher raw material costs, unfavorable currency-related items, unfavorable volume/mix, higher advertising and consumer promotion costs and higher acquisition integration costs.



AMEA

	For the Three Months Ended June 30,						
	2024 20		2023 \$ 0		\$ Change	% Change	
	(in millions)						
Net revenues	\$	1,587	\$	1,609	\$	(22)	(1.4)%
Segment operating income		290		207		83	40.1 %
	For the Six Months Ended June 30,						
		2024		2023		\$ Change	% Change
			(i	n millions)			
Net revenues	\$	3,537	\$	3,548	\$	(11)	(0.3)%
Segment operating income		701		567		134	23.6 %

Three Months Ended June 30:

Net revenues decreased \$22 million (1.4%), due to unfavorable currency translation rate changes (5.6 pp) and unfavorable volume/mix (1.8 pp), partially offset by higher net pricing (6.0 pp). Unfavorable currency translation impacts were due to the strength of the U.S. dollar relative to most currencies in the region, including the Nigerian naira, Egyptian pound and Chinese yuan. Overall, unfavorable volume/mix was impacted by geopolitical events in the Middle East and Southeast Asia. Unfavorable volume/mix was driven by declines in refreshment beverages, chocolate, cheese & grocery and candy, partially offset by gains in gum and biscuits & baked snacks. Higher net pricing, driven by input cost-driven pricing actions, was reflected across all categories.

Segment operating income increased \$83 million (40.1%), primarily due to higher net pricing, lower manufacturing costs driven by productivity and lower other selling, general and administrative expenses. These favorable items were partially offset by higher raw material costs, unfavorable currency translation rate changes, unfavorable volume/mix and higher advertising and consumer promotion costs.

Six Months Ended June 30:

Net revenues decreased \$11 million (0.3%), due to unfavorable currency translation rate changes (5.5 pp) and unfavorable volume/mix (0.9 pp), mostly offset by higher net pricing (6.1 pp). Unfavorable currency translation impacts were due to the strength of the U.S. dollar relative to most currencies in the region, including the Nigerian naira, Chinese yuan, Egyptian pound and Australian dollar. Overall, unfavorable volume/mix was impacted by geopolitical events in the Middle East and Southeast Asia. Unfavorable volume/mix was driven by declines in refreshment beverages, biscuits & baked snacks, cheese & grocery and chocolate, partially offset by gains in gum and candy. Higher net pricing, driven by input cost-driven pricing actions, was reflected across all categories.

Segment operating income increased \$134 million (23.6%), primarily due to higher net pricing and lower manufacturing costs driven by productivity. These favorable items were partially offset by higher raw material costs, unfavorable currency translation rate changes, higher advertising and consumer promotion costs and unfavorable volume/mix.



Europe

	For the Three Months Ended June 30,					
	 2024		2023		\$ Change	% Change
	 (in millions)					
Net revenues	\$ 2,874	\$	2,926	\$	(52)	(1.8)%
Segment operating income	550	1 a sa 4 la s	449		101	22.5 %
	For the Six M Jun	ionths e 30,	s Ended			
	 2024		2023		\$ Change	% Change
			(in millions)			
Net revenues	\$ 6,242	\$	6,233	\$	9	0.1 %
Segment operating income	1,141		956		185	19.4 %

Three Months Ended June 30:

Net revenues decreased \$52 million (1.8%), due to unfavorable volume/mix (3.1 pp), unfavorable currency translation rate changes (2.5 pp) and the impact of divestitures (2.0 pp), partially offset by higher net pricing (5.8 pp). Overall, unfavorable volume/mix reflected volume declines due to the impact from customer price negotiation disruptions, partially offset by favorable product mix. Unfavorable volume/mix was driven by declines in biscuits & baked snacks, chocolate, candy, gum, and refreshment beverages, partially offset by a gain in cheese & grocery. Unfavorable currency translation rate changes reflected the strength of the U.S. dollar relative to most currencies across the region, including the Russian ruble, Turkish lira and euro, partially offset by the strength of a few currencies relative to the U.S. dollar, including the British pound sterling and Polish zloty. The impact of our 2023 divestiture of the developed market gum business resulted in a year-over-year reduction in net revenues of \$59 million. Higher net pricing, driven by input cost-driven pricing actions, was reflected across all categories except cheese & grocery.

Segment operating income increased \$101 million (22.5%), primarily due to higher net pricing, lower raw material costs including the benefit of realized gains from our forward purchasing and hedging contracts, lower remeasurement loss on net monetary position and lower divestiture-related costs. These favorable items were partially offset by higher other selling, general and administrative expenses, higher advertising and consumer promotion costs, unfavorable volume/mix, lapping prior-year operating results from the developed market gum business divested in 2023, unfavorable currency translation rate changes, higher manufacturing costs and higher costs incurred for the Simplify to Grow Program.

Six Months Ended June 30:

Net revenues increased \$9 million (0.1%), due to higher net pricing (6.9 pp), and the impact from short-term distributor agreements (0.4 pp), partially offset by unfavorable volume/mix (3.3 pp), unfavorable currency translation rate changes (2.0 pp) and the impact of divestitures (1.9 pp). Higher net pricing, driven by input cost-driven pricing actions, was reflected across all categories except cheese & grocery. The short-term distributor agreement related to the October 1, 2023 sale of our developed market gum business added incremental net revenues of \$25 million. Overall, unfavorable volume/mix reflected volume declines due to the impact from customer price negotiation disruptions, partially offset by favorable product mix. Unfavorable volume/mix was driven by declines in biscuits & baked snacks, chocolate, candy, gum and refreshment beverages, partially offset by a gain in cheese & grocery. Unfavorable currency translation rate changes reflected the strength of the U.S. dollar relative to several currencies across the region, including the Russian ruble and Turkish lira, partially offset by the strength of a few currencies relative to the U.S. dollar, including the British pound sterling and Polish zloty. The impact of our 2023 divestiture of the developed market gum business resulted in a year-over-year reduction in net revenues of \$114 million.

Segment operating income increased \$185 million (19.4%), primarily due to higher net pricing, lower divestiture-related costs, lower manufacturing costs driven by productivity, lower remeasurement loss on net monetary position and lower acquisition integration costs. These favorable items were partially offset by higher other selling, general

and administrative expenses, unfavorable volume/mix, higher advertising and consumer promotion costs, lapping prior-year operating results from the developed market gum business divested in 2023, unfavorable currency translation rate changes, higher costs incurred for the Simplify to Grow Program, higher incremental costs due to the war in Ukraine and higher raw material costs.

North America

	For the Three Months Ended June 30,						
	2024			2023		\$ Change	% Change
	(in millions)						
Net revenues	\$	2,650	\$	2,744	\$	(94)	(3.4)%
Segment operating income		545		580		(35)	(6.0)%
		For the Six M Jun	lonth: e 30,	s Ended			
		2024		2023		\$ Change	% Change
				(in millions)			
Net revenues	\$	5,303	\$	5,453	\$	(150)	(2.8)%
Segment operating income		1,094		1,146		(52)	(4.5)%

Three Months Ended June 30:

Net revenues decreased \$94 million (3.4%), due to the impact of divestitures (3.6 pp), unfavorable volume/mix (1.2 pp) and unfavorable currency translation rate changes (0.1 pp), partially offset by higher net pricing (1.5 pp). The impact of our 2023 divestiture of the developed market gum business resulted in a year-over-year reduction in net revenues of \$98 million. Overall, unfavorable volume/mix reflected consumer softness in the U.S. Unfavorable volume/mix was driven by declines in biscuits & baked snacks and candy, partially offset by a gain in chocolate. Unfavorable currency translation rate changes were due to the strength of the U.S. dollar relative to the Canadian dollar. Higher net pricing, driven by input cost-driven pricing actions, was reflected across all categories.

Segment operating income decreased \$35 million (6.0%), primarily due to lapping prior-year operating results from the developed market gum business divested in 2023, higher raw material costs, higher advertising and consumer promotion costs, higher acquisition integration costs and contingent consideration adjustments and unfavorable volume/mix. These unfavorable items were partially offset by higher net pricing, lower manufacturing costs due to productivity, lower other selling, general and administrative expenses and lower divestiture-related costs.

Six Months Ended June 30:

Net revenues decreased \$150 million (2.8%), due to the impact of divestitures (3.6 pp) and unfavorable volume/mix (1.6 pp), partially offset by higher net pricing (2.4 pp). The impact of our 2023 divestiture of the developed market gum business resulted in a year-over-year reduction in net revenues of \$190 million. Overall, unfavorable volume/mix reflected consumer softness in the U.S. Unfavorable volume/mix was driven by declines in biscuits & baked snacks and candy, partially offset by a gain in chocolate. Higher net pricing, driven by input cost-driven pricing actions, was reflected across all categories.

Segment operating income decreased \$52 million (4.5%), primarily due to lapping prior-year operating results from the developed market gum business divested in 2023, higher raw material costs, higher advertising and consumer promotion costs and unfavorable volume/mix. These unfavorable items were partially offset by higher net pricing, lower manufacturing costs due to productivity, lower other selling, general and administrative expenses, lower fixed asset impairment charges and lower divestiture-related costs.



Liquidity and Capital Resources

We believe that cash from operations, our revolving credit facilities, short-term borrowings and our authorized long-term financing will continue to provide sufficient liquidity for our working capital needs, planned capital expenditures and future payments of our contractual, tax and benefit plan obligations and payments for acquisitions, share repurchases and quarterly dividends. We expect to continue to utilize our commercial paper program and international credit lines as needed. We continually evaluate long-term debt issuances to meet our short- and longer-term funding requirements. We also use intercompany loans with our international subsidiaries to improve financial flexibility. Our investment in JDE Peet's provides us additional flexibility. Overall, we do not expect negative effects to our funding sources that would have a material effect on our liquidity, and we continue to monitor our global operations including the impact of ongoing or new developments in Ukraine and the Middle East. To date, we have been successful in generating cash and raising financing as needed. However, if a serious economic or credit market crisis ensues or other adverse developments arise, it could have a material adverse effect on our liquidity, results of operations and financial condition.

Our most significant ongoing short-term cash requirements relate primarily to funding operations (including expenditures for raw materials, labor, manufacturing and distribution, trade and promotions, advertising and marketing, tax liabilities, benefit plan obligations and lease expenses) as well as periodic expenditures for acquisitions, shareholder returns (such as dividend payments and share repurchases), property, plant and equipment and any significant one-time non-operating items.

Long-term cash requirements primarily relate to funding long-term debt repayments (refer to Note 8, *Debt and Borrowing Arrangements*), our U.S. tax reform transition tax liability and deferred taxes (refer to Note 16, *Income Taxes*, in our Annual Report on Form 10-K for the year ended December 31, 2023), our long-term benefit plan obligations (refer to Note 10, *Benefit Plans*, and Note 11, *Benefit Plans*, in our Annual report on Form 10-K for the year ended December 31, 2023) and commodity-related purchase commitments and derivative contracts (refer to Note 9. *Financial Instruments*).

We generally fund short- and long-term cash requirements with cash from operating activities as well as cash proceeds from short- and long-term debt financing (refer to *Debt* below). We generally do not use equity to fund our ongoing obligations.

Cash Flow

We believe our ability to generate substantial cash from operating activities and readily access capital markets and secure financing at competitive rates are key strengths and give us significant flexibility to meet our short- and long-term financial commitments. Our cash flow activity is noted below:

	For the Six Months Ended June 30,			}d
	2024			2023
Net cash provided by/(used in):				
Operating activities	\$	2,146	\$	1,973
Investing activities		(847)		1,250
Financing activities	(1,604)		(3,539)

Net Cash Provided by Operating Activities

The increase in net cash provided by operating activities was primarily due to an increase in cash-basis net earnings, largely due to operating gains, partially offset by unfavorable year-over-year working capital movements.

Net Cash (Used in)/Provided by Investing Activities

The reduction in net cash used in/provided by investing activities was largely driven by lapping prior year proceeds from the KDP and JDEP share sales (refer to Note 6, *Investments*) combined with higher capital expenditures. We continue to make capital expenditures primarily to modernize manufacturing facilities, implement new product manufacturing and support productivity initiatives. We expect 2024 capital expenditures to be up to \$1.5 billion, including capital expenditures in connection with our Simplify to Grow Program and for funding our strategic priorities. We expect to continue to fund these expenditures with cash from operations.

Net Cash Used in Financing Activities

The decrease in cash used in financing activities was primarily due to higher debt proceeds combined with lower debt repayments, partially offset by higher share repurchases and higher dividends paid in the first six months of 2024 compared to the same prior year period.

Dividends

We paid dividends of \$1,151 million in the first six months of 2024 and \$1,055 million in the first six months of 2023. The second quarter 2024 dividend of \$0.425 per share, declared on May 22, 2024 for shareholders of record as of June 28, 2024, was paid on July 12, 2024. On July 30, 2024, the Audit Committee, with authorization delegated from our Board of Directors, declared a quarterly cash dividend of \$0.470 per share of Class A Common Stock, an increase of 11 percent. This dividend is payable on October 14, 2024, to shareholders of record as of September 30, 2024. The declaration of dividends is subject to the discretion of our Board of Directors and depends on various factors, including our net earnings, financial condition, cash requirements, future prospects and other factors that our Board of Directors deems relevant to its analysis and decision making.

We anticipate that the 2024 distributions will be characterized as dividends under U.S. federal income tax rules. The final determination will be made on an IRS Form 1099–DIV issued in early 2025.

Guarantees

As discussed in Note 12, *Commitments and Contingencies*, we enter into third-party guarantees primarily to cover the long-term obligations of our vendors. As part of these transactions, we guarantee that third parties will make contractual payments or achieve performance measures. As of June 30, 2024 and December 31, 2023, we had no material third-party guarantees recorded on our condensed consolidated balance sheet. Guarantees do not have, and we do not expect them to have, a material effect on our liquidity.

Debt

The nature and amount of our long-term and short-term debt and the proportionate amount of each varies as a result of current and expected business requirements, market conditions and other factors. As such, we may issue commercial paper or secure other forms of financing throughout the year to meet our short-term working capital or other financing needs.

At its December 2023 meeting, our Board of Directors approved a new \$2 billion long-term financing authorization that replaced the prior long-term financing authorization of \$2 billion. As of June 30, 2024, \$1.45 billion of the long-term financing authorization remained available.

Our total debt was \$19.8 billion as of June 30, 2024 and \$19.4 billion as of December 31, 2023. Our debt-to-capitalization ratio was 0.42 at June 30, 2024 and 0.41 at December 31, 2023. At June 30, 2024, the weighted-average term of our outstanding long-term debt was 7.4 years. Our average daily commercial paper borrowings outstanding were \$0.9 billion in the first six months of 2024 and \$3 billion in the first six months of 2023.

One of our subsidiaries, Mondelez International Holdings Netherlands B.V. ("MIHN"), has outstanding debt. The operations held by MIHN generated approximately 72.7% (or \$12.8 billion) of the \$17.6 billion of consolidated net revenue for the six months ended June 30, 2024. The operations held by MIHN represented approximately 78.7% (or \$21.8 billion) of the \$27.7 billion of net assets as of June 30, 2024.

Refer to Note 8, Debt and Borrowing Arrangements, for additional information on our debt and debt covenants.

Commodity Trends

We regularly monitor worldwide supply, commodity cost and currency trends so we can cost-effectively secure ingredients, packaging and fuel required for production. During the first six months of 2024, the primary drivers of the increase in our aggregate commodity costs were higher cocoa, sugar, nuts, and other ingredient costs, as well as unfavorable year-over-year currency exchange transaction costs on imported materials, partially offset by lower, dairy, energy, edible oils, grains and packaging costs. While the costs of our principal raw materials fluctuate, generally we believe there will continue to be an adequate supply of the raw materials we use and that they will broadly remain available.

A number of external factors such as the current macroeconomic environment, including global inflation, effects of geopolitical uncertainty, climate and weather conditions, commodity, transportation and labor market conditions,

exchange rate volatility and the effects of local and global regulations, governmental agricultural or other programs affect the availability and cost of raw materials and agricultural materials used in our products. In particular, the supply of cocoa is exposed to many of these factors, including climate change and weather events, local regulations in cocoa-producing countries, and global regulations such as the EU Deforestation Regulation (which requires companies to ensure that the products they place on the EU market or export from it are not associated with deforestation). These factors could impact the supply of cocoa, which could potentially limit our ability to produce our products and significantly impact profitability.

During the first six months of 2024, price volatility and the higher aggregate cost environment increased due to international supply chain and labor market disruptions and generally higher commodity, transportation and labor costs. We expect these conditions to continue to impact our aggregate commodity costs. In particular, we expect to face higher cocoa costs in the near- and medium-term due to these factors. For example, the market price for cocoa beans on the Intercontinental Exchange in London was 175% higher on the last trading day of the second quarter of 2024 compared to the same day in the second quarter of 2023 and it is likely that prices will remain elevated for some time. It is possible that we may not be able to increase prices sufficiently to fully cover the incremental costs of cocoa prices in this environment and/or our hedging strategies may not protect us from increases in cocoa costs, which could result in a significant impact on our profitability.

We address higher commodity costs and currency impacts primarily through hedging, higher pricing and manufacturing and overhead cost control. We use hedging techniques to limit the impact of fluctuations in the cost of our principal raw materials; however, we may not be able to fully hedge against commodity cost changes, such as dairy, where there is a limited ability to hedge, and our hedging strategies may not protect us from increases in specific raw material costs. Our commodity procurement practices are intended to mitigate price volatility and provide visibility to future costs, but also may potentially limit our ability to benefit from possible future price decreases. Additionally, our costs for major raw materials will not necessarily reflect market price fluctuations because of our forward purchasing and hedging practices. Due to competitive or market conditions, planned trade or promotional incentives, fluctuations in currency exchange rates or other factors, our pricing actions may also lag commodity cost changes temporarily.

Significant Accounting Estimates

We prepare our condensed consolidated financial statements in conformity with U.S. GAAP. The preparation of these financial statements requires the use of estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the periods presented. Actual results could differ from those estimates and assumptions. Our significant accounting policies and estimates are described in Note 1 to our consolidated financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations, respectively, in our Annual Report on Form 10-K for the year ended December 31, 2023. Also refer to Note 1, Basis of Presentation, in this report.

Forward-Looking Statements

This report contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact are "forward-looking statements" for purposes of federal and state securities laws, including any projections of earnings, revenue or other financial items; any statements of the plans, strategies and objectives of management, including for future operations, capital expenditures or share repurchases; any statements concerning proposed new products, services, or developments; any statements regarding future economic conditions or performance; any statements of belief or expectation; and any statements of assumptions underlying any of the foregoing or other future events. Forward-looking statements may include, among others, the words, and variations of words, "will," "may," "expect," "would," "could," "might," "intend," "plan," "believe," "likely," "estimate," "anticipate," "objective," "predict," "project," "drive," "seek," "aim," "target," "potential," "commitment," "outlook," "continue" or any other similar words.

Although we believe that the expectations reflected in any of our forward-looking statements are reasonable, actual results or outcomes could differ materially from those projected or assumed in any of our forward-looking statements. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to change and to inherent risks and uncertainties, many of which are beyond our control. Important factors



that could cause our actual results or performance to differ materially from those contained in or implied by our forward-looking statements include, but are not limited to, the following:

- weakness in macroeconomic conditions in our markets, including as a result of inflation (and related monetary policy actions by governments in response to inflation) and the instability of certain financial institutions;
- volatility of commodity and other input costs and availability of commodities, including but not limited to cocoa;
- geopolitical uncertainty, including the impact of ongoing or new developments in Ukraine and the Middle East, related current and future sanctions imposed by governments and other authorities and related impacts, including on our business operations, employees, reputation, brands, financial condition and results of operations;
- competition and our response to channel shifts and pricing and other competitive pressures;
- pricing actions and customer and consumer responses to such actions;
- promotion and protection of our reputation and brand image;
- weakness in consumer spending and/or changes in consumer preferences and demand and our ability to predict, identify, interpret
 and meet these changes;
- risks from operating globally, including in emerging markets, such as political, economic and regulatory risks;
- the outcome and effects on us of legal and tax proceedings and government investigations, including the European Commission legal matter;
- use of information technology and third party service providers;
- unanticipated disruptions to our business, such as malware incidents, cyberattacks or other security breaches, and supply, commodity, labor and transportation constraints;
- our ability to identify, complete, implement, manage and realize the full extent of the benefits, cost savings, efficiencies and/or synergies presented by strategic transactions and initiatives, such as our ERP System Implementation program;
- · our investments and our ownership interests in those investments, including JDE Peet's;
- the restructuring program and our other transformation initiatives not yielding the anticipated benefits;
- · changes in the assumptions on which the restructuring program is based;
- the impact of climate change on our supply chain and operations;
- · global or regional health pandemics or epidemics;
- consolidation of retail customers and competition with retailer and other economy brands;
- · changes in our relationships with customers, suppliers or distributors;
- management of our workforce and shifts in labor availability or labor costs;
- compliance with legal, regulatory, tax and benefit laws and related changes, claims or actions;
- perceived or actual product quality issues or product recalls;
- failure to maintain effective internal control over financial reporting or disclosure controls and procedures;
- our ability to protect our intellectual property and intangible assets;
- tax matters including changes in tax laws and rates, disagreements with taxing authorities and imposition of new taxes;
- changes in currency exchange rates, controls and restrictions;
- volatility of and access to capital or other markets, rising interest rates, the effectiveness of our cash management programs and our liquidity;
- pension costs;
- · significant changes in valuation factors that may adversely affect our impairment testing of goodwill and intangible assets; and
- the risks and uncertainties, as they may be amended from time to time, set forth in our filings with the U.S. Securities and Exchange Commission, including our Annual Report on Form 10-K for the year ended December 31, 2023 and subsequent Quarterly Reports on Form 10-Q.

There may be other factors not presently known to us or which we currently consider to be immaterial that could cause our actual results to differ materially from those projected in any forward-looking statements we make. We disclaim and do not undertake any obligation to update or revise any forward-looking statement in this report except as required by applicable law or regulation. In addition, historical, current and forward-looking sustainability-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future.



Non-GAAP Financial Measures

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

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

- "Organic Net Revenue" is defined as net revenues (the most comparable U.S. GAAP financial measure) excluding the impacts of acquisitions, divestitures (2), short-term distributor agreements related to the sale of business (3) and currency rate fluctuations (4). We believe that Organic Net Revenue reflects the underlying growth from the ongoing activities of our business and provides improved comparability of results. We also evaluate Organic Net Revenue growth from emerging markets and developed markets, and these underlying measures are also reconciled to U.S. GAAP above.
 - Our emerging markets include our Latin America region in its entirety; the AMEA region, excluding Australia, New Zealand and Japan; and the following countries from the Europe region: Russia, Ukraine, Türkiye, Kazakhstan, Georgia, Poland, Czech Republic, Slovak Republic, Hungary, Bulgaria, Romania, the Baltics and the East Adriatic countries.
 - Our developed markets include the entire North America region, the Europe region excluding the countries included in the emerging markets definition, and Australia, New Zealand and Japan from the AMEA region.
- "Adjusted Operating Income" is defined as operating income (the most comparable U.S. GAAP financial measure) excluding the impacts of the Simplify to Grow Program ⁽⁵⁾; gains or losses (including non-cash impairment charges) on goodwill and intangible assets; divestiture ⁽²⁾ or acquisition gains or losses, divestiture-related costs ⁽⁶⁾, acquisition-related costs ⁽⁷⁾, and acquisition integration costs and contingent consideration adjustments ⁽⁸⁾; inventory step-up charges ⁽⁹⁾; the operating results of divestitures ⁽²⁾; operating results from short-term distributor agreements related to the sale of a business ⁽³⁾; remeasurement of net monetary position ⁽¹⁰⁾; mark-to-market impacts from commodity, forecasted currency and equity method investment transaction derivative contracts ⁽¹¹⁾; impact from resolution of tax matters ⁽¹²⁾; 2017 malware incident net recoveries; incremental costs due to the war in Ukraine ⁽¹³⁾; impact from the European Commission legal matter ⁽¹⁴⁾; the impact from pension participation changes ⁽¹⁵⁾; and operating costs from the ERP System Implementation program ⁽¹⁶⁾. We also present "Adjusted Operating Income margin," which is subject to the same adjustments as Adjusted Operating Income. We also evaluate growth in our Adjusted Operating Income on a constant currency basis ⁽⁴⁾. We believe these measures provide improved comparability of underlying operating results.
- "Adjusted EPS" is defined as diluted EPS attributable to Mondelēz International (the most comparable U.S. GAAP financial measure) from continuing operations excluding the impacts of the items listed in the Adjusted Operating Income definition as well as losses on debt extinguishment and related expenses; gains or losses on interest rate swaps no longer designated as accounting cash flow hedges due to changed financing and hedging plans; mark-to-market unrealized gains or losses and realized gains or losses from marketable securities (17); initial impacts from enacted tax law changes (18); and gains or losses on equity method investment transactions including impairments. Similarly, within Adjusted EPS, our equity method



investment net earnings exclude our proportionate share of our investee's significant operating and non-operating items ⁽¹⁹⁾. We also evaluate growth in our Adjusted EPS on a constant currency basis ⁽⁴⁾. We believe Adjusted EPS provides improved comparability of underlying operating results.

- (1) When items no longer impact our current or future presentation of non-GAAP operating results, we remove these items from our non-GAAP definitions. Beginning in Q1 2024, due to a significant devaluation of the Argentinean peso that occurred in December 2023 and the resulting distortion it would cause on our non-GAAP constant currency growth rate measures, we now exclude the impact of pricing in excess of 26% year-over-year ("extreme pricing") in Argentina, which is the level at which hyperinflation generally occurs cumulatively over a 3-year period. We have excluded the impact of extreme pricing in Argentina from our calculation of Organic Net Revenue, Organic Net Revenue growth and other non-GAAP financial constant currency growth measures with a corresponding adjustment to changes in currency exchange rates. We made this change on a prospective basis due to the distorting effect expected in the current period and future periods following the Argentinian peso devaluation that occurred in December 2023 and did not revise our historical non-GAAP constant currency growth measures. Beginning in Q2 2024, we added to the non-GAAP definitions the exclusion of operating expenses associated with the ERP System Implementation program as they represent incremental transformational costs above the normal ongoing level of spending on information technology to support operations (see footnote (16) below).
- (2) Divestitures include completed sales of businesses, exits of major product lines upon completion of a sale or licensing agreement, the partial or full sale of an equity method investment and changes from equity method investment accounting to accounting for marketable securities. As we record our share of JDE Peet's ongoing earnings on a one-quarter lag basis, any JDE Peet's ownership reductions are reflected as divestitures within our non-GAAP results the following quarter.
- (3) In the fourth quarter of 2023, we began to exclude the operating results from short-term distributor agreements that have been executed in conjunction with the sale of a business. We exclude this item to better facilitate comparisons of our underlying operating performance across periods.
- (4) Constant currency operating results are calculated by dividing or multiplying, as appropriate, the current-period local currency operating results by the currency exchange rates used to translate the financial statements in the comparable prior-year period to determine what the current-period U.S. dollar operating results would have been if the currency exchange rate had not changed from the comparable prior-year period. Beginning in the first quarter of 2024, we also now include within our currency-related impacts a corresponding adjustment associated with the impact of extreme pricing in Argentina.
- (5) Non-GAAP adjustments related to the Simplify to Grow Program reflect costs incurred that relate to the objectives of our program to transform our supply chain network and organizational structure. Costs that do not meet the program objectives are not reflected in the non-GAAP adjustments.
- (6) Divestiture-related costs, which includes costs incurred in relation to the preparation and completion (including one-time costs such as severance related to elimination of stranded costs) of our divestitures as defined in footnote (2), also includes costs incurred associated with our publicly announced processes to sell businesses. We exclude these items to better facilitate comparisons of our underlying operating performance across periods.
- (7) Acquisition-related costs, which includes transaction costs such as third party advisor, investment banking and legal fees, also includes one-time compensation expense related to the buyout of non-vested ESOP shares and realized gains or losses from hedging activities associated with acquisition funds. We exclude these items to better facilitate comparisons of our underlying operating performance across periods.
- (8) Acquisition integration costs and contingent consideration adjustments include one-time costs related to the integration of acquisitions as well as any adjustments made to the fair market value of contingent compensation liabilities that have been previously booked for earn-outs related to acquisitions that do not relate to recurring employee compensation expense. We exclude these items to better facilitate comparisons of our underlying operating performance across periods.
- (9) In the third quarter of 2022, we began to exclude the one-time inventory step-up charges associated with acquired companies related to the fair market valuation of the acquired inventory. We exclude this item to better facilitate comparisons of our underlying operating performance across periods.
- (10) In connection with our applying highly inflationary accounting (refer to Note 1, *Basis of Presentation*) for Argentina (beginning in the third quarter of 2018) and Türkiye (beginning in the second quarter of 2022), we exclude the related remeasurement gains or losses related to remeasuring net monetary assets or liabilities denominated in the local currency to the U.S. dollar during the periods presented and the realized gains and losses from derivatives that mitigate the foreign currency volatility related to the remeasurement of the respective net monetary assets or liabilities during the periods presented.
- (11) We exclude unrealized gains and losses (mark-to-market impacts) from outstanding commodity and forecasted currency and equity method investment transaction derivatives from our non-GAAP earnings measures. The mark-to-market impacts of commodity and forecasted currency transaction derivatives are excluded until such time that the related exposures impact our operating results. Since we purchase commodity and forecasted currency transaction contracts to mitigate price volatility primarily for inventory requirements in future periods, we make this adjustment to remove the volatility of these future inventory purchases on current operating results to facilitate comparisons of our underlying operating performance across periods. We exclude equity method investment transaction derivative contract settlements as they represent protection of value for future divestitures.
 (12) See Note 12, Commitments and Contingencies, in this report, and Note 14, Commitments and Contingencies, in our Annual Report on Form 10-K for the year
- (12) See Note 12, Commitments and Contingencies, in this report, and Note 14, Commitments and Contingencies, in our Annual Report on Form 10-K for the year ended December 31, 2023.
- (13) In February 2022, Russia began a military invasion of Ukraine and we stopped our production and closed our facilities in Ukraine for a period of time due to damage incurred to our facilities during the invasion. We began to incur incremental costs directly related to the war including asset impairments, such as property and inventory losses, higher expected allowances for uncollectible accounts receivable and committed compensation. We have isolated and exclude these costs and related impacts as well as subsequent recoveries from our operating results to facilitate evaluation and comparisons of our ongoing results. Incremental costs related to increasing operations in other primarily European facilities are not included with these costs.
- (14) In the fourth quarter of 2022, we began to exclude the impact from the European Commission legal matter. In November 2019, the European Commission informed us that it initiated an investigation into our alleged infringement of European Union competition law through certain practices allegedly restricting cross-border trade within the European Economic Area. On January 28, 2021, the European Commission announced it had taken the next procedural step in its investigation and opened formal proceedings. We have been cooperating with the investigation and are currently engaged in discussions with the European Commission in an effort to reach a negotiated, proportionate resolution to this matter. As of December 31, 2022, we recorded an estimate of the possible cost to resolve this matter. Due to the unique nature of this matter, we believe it to be infrequent and



- unusual and therefore exclude it to better facilitate comparisons of our underlying operating performance across periods. Refer to Note 12, Commitments and Contingencies, for additional information.
- (15) The impact from pension participation changes represents the charges incurred when employee groups are withdrawn from multiemployer pension plans and other changes in employee group pension plan participation. We exclude these charges from our non-GAAP results because those amounts do not reflect our ongoing pension obligations. See Note 10, Benefit Plans, for additional information on the multiemployer pension plan withdrawal.
- (16) In July 2024, our Board of Directors approved funding of \$1.2 billion for a multi-year systems transformation program to upgrade our global ERP and supply chain systems (the "ERP System Implementation"), which is comprised of both capital expenditures and operating expenses, of which a majority is expected to be operating expenses. The ERP System Implementation program will be implemented in several phases with spending occurring over the next five years, with expected completion by year-end 2028. The operating expenses associated with the ERP System Implementation represent incremental transformational costs above the normal ongoing level of spending on information technology to support operations. These expenses include third-party consulting fees, direct labor costs associated with the program, accelerated depreciation of our existing SAP financial systems and various other expenses, all associated with the implementation of our information technology upgrades. These operating expenses will be excluded from our non-GAAP financial measures as they are nonrecurring and excluding those costs will better facilitate comparisons of our underlying operating performance across periods. Costs incurred in the second quarter represent preliminary planning costs.
- (17) In the first quarter of 2023, we began to exclude mark-to-market unrealized gains or losses, as well as realized gains or losses, associated with our marketable securities from our non-GAAP earnings measures. These marketable securities gains or losses are not indicative of underlying operations and are excluded to better facilitate comparisons of our underlying operating performance across periods.
- (18) We have excluded the initial impacts from enacted tax law changes. Initial impacts include items such as the remeasurement of deferred tax balances and the transition tax from the 2017 U.S. tax reform. We exclude initial impacts from enacted tax law changes from our Adjusted EPS as they do not reflect our ongoing tax obligations under the enacted tax law changes.
- (19) We have excluded our proportionate share of our equity method investees' significant operating and non-operating items such as acquisition and divestiture-related costs, restructuring program costs and initial impacts from enacted tax law changes, in order to provide investors with a comparable view of our performance across periods. Although we have shareholder rights and board representation commensurate with our ownership interests in our equity method investees and review the underlying operating results and significant operating and non-operating items each reporting period, we do not have direct control over their operations or resulting revenue and expenses. Our use of equity method investment net earnings on an adjusted basis is not intended to imply that we have any such control. Our GAAP "diluted EPS attributable to Mondelez International from continuing operations" includes all of the investees' significant operating and non-operating items.

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



Item 3. Quantitative and Qualitative Disclosures about Market Risk.

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

We principally utilize derivative instruments to reduce significant, unanticipated earnings fluctuations that may arise from volatility in currency exchange rates, commodity prices and interest rates. Additionally, we periodically use interest rate swaps and forward interest rate contracts to achieve a desired proportion of variable versus fixed rate debt based on current and projected market conditions. For additional information on our derivative activity and the types of derivative instruments we use to hedge our currency exchange, commodity price and interest rate exposures, see Note 9, *Financial Instruments* and for additional information on our debt activity, see Note 8, *Debt and Borrowing Arrangements*.

For additional information on our strategies, policies and practices on an ongoing basis, refer to our Annual Report on Form 10-K for the year ended December 31, 2023.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We have established disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and such information is accumulated and communicated to our management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), as appropriate to allow timely decisions regarding required disclosure. Management, together with our CEO and CFO, evaluated the effectiveness of the Company's disclosure controls and procedures as of June 30, 2024. Based on this evaluation, the CEO and CFO concluded that our disclosure controls and procedures were effective as of June 30, 2024.

Changes in Internal Control Over Financial Reporting

Management, together with our CEO and CFO, evaluated the changes in our internal control over financial reporting during the quarter ended June 30, 2024. There were no material changes in our internal control over financial reporting during the quarter ended June 30, 2024, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.



PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

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

Item 1A. Risk Factors.

There were no material changes to the risk factors disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.

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

Our stock repurchase activity for each of the three months in the quarter ended June 30, 2024 was:

		Issuer Purchases of Equity Securities								
<u>Period</u>	Total Number of Shares Purchased ⁽¹⁾		Average Price Paid per Share ⁽¹⁾	rice Paid Announced Plans		Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs ⁽²⁾				
April 1-30, 2024	2,699,861	\$	67.44	2,693,987	\$	3,688				
May 1-31, 2024	2,266,220		69.42	2,265,694		3,530				
June 1-30, 2024	2,337,068		67.02	2,336,723		3,374				
For the Quarter Ended June 30, 2024	7,303,149	\$	67.92	7,296,404						

- (1) The total number of shares purchased (and the average price paid per share) reflects: (i) shares purchased pursuant to the repurchase program described in (2) below; and (ii) shares tendered to us by employees who used shares to exercise options and to pay the related taxes for grants of deferred stock that vested, totaling 5,874 shares, 526 shares and 345 shares for the fiscal months of April, May and June 2024, respectively.
- (2) Dollar values stated in millions. Effective January 1, 2023, our Board of Directors authorized a program for the repurchase of \$6.0 billion of our Common Stock through December 31, 2025, excluding excise tax. During the year ended December 31, 2023, we repurchased approximately \$1.6 billion of Common Stock pursuant to this authorization. During the six months ended June 30, 2024, we repurchased \$1.0 billion, and as of June 30, 2024, we had approximately \$3.4 billion share repurchase authorization remaining. See related information in Note 11, Stock Plans.
- (3) Our share repurchases in excess of issuances are subject to a 1% excise tax enacted by the Inflation Reduction Act. Any excise tax incurred on share repurchases is recognized as part of the cost basis of the shares acquired in the consolidated statements of equity.

Item 5. Other Information.

(c) Insider Trading Arrangements

Our directors and executive officers may from time to time enter into plans or other arrangements for the purchase or sale of our shares that are intended to satisfy the affirmative defense conditions of Rule 10b5–1(c) or may represent a non-Rule 10b5-1 trading arrangement under the Exchange Act. During the quarter ended June 30, 2024, no such plans or other arrangements were adopted or terminated.

Item 6. Exhibits.

Exhibit	
Number	Description
4.1	The Registrant agrees to furnish to the SEC upon request copies of any instruments defining the rights of holders of long- term debt of the Registrant and its consolidated subsidiaries that does not exceed 10 percent of the total assets of the Registrant and its consolidated subsidiaries.
10.1	First Amendment of the Mondelez International, Inc. Amended and Restated 2005 Performance Incentive Plan.+
10.2	Mondelēz International, Inc. 2024 Performance Incentive Plan.+
10.3	2024 Form of Mondelēz International, Inc. 2024 Performance Incentive Plan Non-Qualified Global Stock Options Agreement.+
10.4	2024 Form of Mondelez International, Inc. 2024 Performance Incentive Plan Non-Qualified Global Stock Options Agreement (California Agreement).+
10.5	2024 Form of Mondelez International, Inc. 2024 Performance Incentive Plan Global Long-Term Incentive Grant Agreement.+
10.6	2024 Form of Mondelēz International, Inc. 2024 Performance Incentive Plan Global Long-Term Incentive Grant Agreement. (California Agreement).+
10.7	2024 Form of Mondelez International, Inc. 2024 Performance Incentive Plan Global Deferred Stock Unit Agreement.+
10.8	2024 Form of Mondelez International, Inc. 2024 Performance Incentive Plan Global Deferred Stock Unit Agreement (California Agreement).+
10.9	Mondelēz International, Inc. Change in Control Plan for Key Executives, amended May 21, 2024.+
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended.
32.1	<u>Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101	The following materials from Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 are formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Condensed Consolidated Statements of Earnings, (ii) the Condensed Consolidated Statements of Comprehensive Earnings, (iii) the Condensed Consolidated Balance Sheets, (iv) the Condensed Consolidated Statements of Equity, (v) the Condensed Consolidated Statements of Cash Flows, (vi) Notes to Condensed Consolidated Financial Statements and (vii) Part II, Item 5.
104	The cover page from Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024, formatted in Inline XBRL (included as Exhibit 101).

⁺ Indicates a management contract or compensatory plan or arrangement.



Signature

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

MONDELĒZ INTERNATIONAL, INC.

By: /s/ LUCA ZARAMELLA

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

July 30, 2024



FIRST AMENDMENT TO THE MONDELĒZ INTERNATIONAL, INC. AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN (As Amended and Restated as of February 3, 2017)

WHEREAS, Mondelēz International, Inc., a corporation organized under the laws of the Commonwealth of Virginia (the "<u>Company</u>"), maintains the Mondelēz International, Inc. 2005 Performance Incentive Plan, as amended and restated as of February 3, 2017 (the "<u>Plan</u>");

WHEREAS, pursuant to Section 7(a) of the Plan, the Company's Board of Directors (the "Board") may amend the Plan at any time, provided that any amendment which (i) would materially increase the benefits accruing to the participants, (ii) would materially increase the number of securities that may be issued under the Plan, (iii) would materially modify the requirements for participation in the Plan or (iv) must otherwise be approved by the shareholders of the Company in order to comply with applicable law or the rules of the NASDAQ Global Select Market, then such amendment shall be subject to approval by the Company's shareholders; and

WHEREAS, the Board has determined it is advisable and in the best interests of the Company and its shareholders to amend the Plan to clarify the effect of a Change in Control on outstanding equity awards under the Plan, and determined such amendment does not require shareholder approval under the Plan.

NOW, THEREFORE, pursuant to Section 7(a) of the Plan, the Plan is hereby amended as follows, effective as of May 22, 2024 (the "Amendment Effective Date"):

- 1. Section 6(a) of the Plan is hereby amended and restated to read as follows:
 - "(a) Impact of Event. Notwithstanding any other provision of the Plan to the contrary, in the event of a Change in Control (as defined below in Section 6(b)):
 - (i) Any outstanding Long-Term Incentive Grants will be automatically converted into time-based Deferred Stock Units ("Converted DSUs") based on the higher of (A) the target level of achievement of the applicable performance goals, and (B) the actual level of achievement of the applicable performance goals as of the latest practicable date prior to the Change in Control (with such actual level determined by the Committee prior to the Change in Control), which Converted DSUs shall have a scheduled vesting date that is the last day of the Performance Cycle of the corresponding Long-Term Incentive Grant.
 - (ii) If, and to the extent, that an outstanding Grant (including any Grant of Converted DSUs), other than a cash Annual Incentive Award, under the Plan (A) is assumed or continued by the Company or by the successor or parent corporation (or affiliate thereof) in the Change in Control or (B) is replaced by the successor or parent corporation (or affiliate thereof) in the Change in Control with an equity grant that reflects the existing value of the Grant at the time of the Change in Control and provides for a vesting schedule that is the same or more favorable to the Participant than the vesting schedule applicable to the Grant (each such assumed or continued Grant or replacement grant, a "Replacement Grant"), then such Replacement Grant will remain outstanding and be governed by its terms and the provisions of the Plan. The Committee shall have the sole discretion to determine whether a proposed grant meets the requirements of a Replacement Grant pursuant to this Section 6(a)(ii).

- (iii) If, and to the extent, that an outstanding Grant (including any Grant of Converted DSUs), other than cash Annual Incentive Award, under the Plan is not assumed or replaced in accordance with Section 6(a)(ii) above, then upon the Change in Control, such Grant will immediately vest in full (to the extent not previously vested) and become free of all restrictions and, if such Grant is in the form of a Stock Option or SAR, will immediately become fully exercisable (to the extent not previously exercisable) and will remain exercisable until the expiration of the original full term of the Stock Option or SAR. The Board or the Committee may, in its sole discretion, provide for cancellation of such outstanding and vested Grant at the time of the Change in Control, in exchange for a payment of cash, property or a combination thereof that is determined by the Board or the Committee in its sole discretion and that is at least equal in value, for each share of Common Stock subject to the Grant (if applicable), to the excess (if any) of the value of the consideration that would be received in such Change in Control by the holder of a share of Common Stock over the per share exercise price (if any) for such Grant.
- (iv) With respect to each Replacement Grant, if (A) other than with respect to a Non-Management Director, the Participant's employment with, or performance of services for, the Mondelēz Group is terminated by the Mondelēz Group for any reason other than Cause or, by such Participant for Good Reason, in each case, within the two-year period commencing on the Change in Control, or (B) with respect to a Non-Management Director, such Non-Management Director's service as a member of the Board ceases for any reason within the one-year period commencing on the Change in Control, then, as of the date of such Participant's termination, the Replacement Grant will immediately vest in full and become free of all restrictions and, if such Replacement Grant is in the form of a Stock Option or SAR, will immediately become fully exercisable (to the extent not previously exercisable) and will remain exercisable until the expiration of the original full term of the corresponding Stock Option or SAR.
- (v) Except as otherwise specified in a Grant agreement, any of the foregoing Change in Control provisions that change the timing of payment of an Award will only apply to a Grant subject to Section 409A of the Code to the extent that such change is permissible under and consistent with Section 409A of the Code without the imposition of additional taxes and penalties under Section 409A of the Code. For the avoidance of doubt, the foregoing applies to all Grants made under the Plan regardless of when made."
- 2. This amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this amendment to the substantive law of another jurisdiction.
- 3. All capitalized terms used but not otherwise defined herein shall have the meaning assigned to them in the Plan. Except as expressly amended hereby, the Plan shall remain in full force and effect in accordance with its terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this amendment, effective as of the Amendment Effective Date.

MONDELĒZ INTERNATIONAL, INC.

/s/ Laura Stein

Laura Stein Executive Vice President, Corporate & Legal Affairs, General Counsel and Corporate Secretary

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN (Effective May 22, 2024)

Section 1. Purpose; Definitions.

The Plan supports the Company's ongoing efforts to increase shareholder value by allowing the Company to offer its senior leaders compensation opportunities intended to incent high performance and retention.

The terms below are defined as follows for Plan purposes:

- (a) "Annual Incentive Award" means an Incentive Award made pursuant to Section 5(a)(vi) with a Performance Cycle of one year or less.
- (b) "Award" means the cash or equity earned by a Participant pursuant to a Grant.
- (c) "Board" means the Board of Directors of the Company.
- (d) "Cause" means:
 - (i) Continued failure to substantially perform the Participant's job's duties (other than resulting from incapacity due to disability);
 - (ii) Gross negligence, dishonesty, or violation of any reasonable rule or regulation of the Mondelez Group where the violation results in significant damage to the Mondelez Group; or
 - (iii) Engaging in other conduct which adversely reflects on the Mondelez Group in any material respect;
 - (iv) provided that if a Participant is a party to an employment or severance plan or agreement with the Company that defines the term "Cause" then, with respect to such Participant, "Cause" shall have the meaning set forth in such employment or severance plan or agreement.
- (e) "Change in Control" has the meaning stated in Section 6.
- (f) "Code" means the U.S. Internal Revenue Code.
- (g) "Commission" means the U.S. Securities and Exchange Commission or any successor agency.
- (h) "Committee" means the People and Compensation Committee of the Board, any successor or such other committee or subcommittee as may be designated by the Board to administer the Plan.
- (i) "Common Stock" or "Stock" means the Class A Common Stock of the Company.
- (j) "Company" means Mondelēz International, Inc., a corporation organized under the laws of the Commonwealth of Virginia, or any successor.
- (k) "Deferred Stock Unit" means the Grant of that name described in Section 5(a)(v).
- (1) "Effective Date" means the date the Plan was approved by shareholders of the Company.
- (m) "Exchange Act" means the Securities Exchange Act of 1934.
- (n) "Fair Market Value" means, as applied to a specific date, the closing price of a share of Stock (unless determined otherwise by the Committee to be based on the opening, actual, high, low or average selling prices of a share of Stock) reported on any established stock exchange or national market system including without limitation the NASDAQ Global Select Market and the National Market System of the National Association of Securities Dealers, Inc. Automated Quotation System on the applicable date (or, if there were no sales on such date, on the most recent date on which shares of Stock were publicly traded before the applicable date). In the absence of an established market for the Stock, the Fair Market Value means the value determined in good faith by the Committee by the reasonable application of a reasonable valuation method, taking into account factors consistent with Treas. Reg. § 409A-1(b)(5)(iv)(B) as the Committee deems appropriate.

- (o) "Grant" means a grant made under the Plan or, to the extent relevant, under any Prior Plan.
- (p) "Good Reason" means:
 - (i) the assignment to the Participant of any duties substantially inconsistent with the Participant's position, authority, duties or responsibilities in effect immediately prior to the Change in Control, or any other action by the Mondelēz Group that results in a marked diminution in the Participant's position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Mondelēz Group promptly after receipt of notice thereof given by the Participant;
 - (ii) any material reduction in the Participant's base salary, annual incentive or long-term incentive opportunity as in effect immediately prior to the Change in Control;
 - (iii) the Mondelēz Group's requiring the Participant to be based at any office or location other than any other location which does not extend the Participant's home to work location commute as of the time of the Change in Control by more than 50 miles; or
 - (iv) any failure by the Company to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, as and to the extent required by Section 6 of the Plan;
 - (v) provided that if a Participant is a party to an employment or severance plan or agreement with the Company that defines the term "Good Reason" then, with respect to such Participant, "Good Reason" shall have the meaning set forth in such employment or severance plan or agreement.

The Participant must notify the Company of any event purporting to constitute Good Reason within 45 days following the Participant's knowledge of its existence, and the Company shall have 30 days in which to correct or remove such Good Reason, or such event shall not constitute Good Reason.

- (q) "Incentive Award" means any Award that is either an Annual Incentive Award or awarded pursuant to a Long-Term Incentive Grant.
- (r) "Incentive Stock Option" means any Stock Option that is designated as intending to qualify as an Incentive Stock Option under Section 422 of the Code
- (s) "Long-Term Incentive Grant" means a Grant made pursuant to Section 5(a)(vi) with a Performance Cycle of more than one year.
- (t) "Mondelēz Group" means the Company and each of its subsidiaries and affiliates.
- (u) "Non-Management Director" means a member of the Board who is not an employee of the Mondelez Group.
- (v) "Nonqualified Stock Option" means any Stock Option that is not an Incentive Stock Option.
- (w) "Other Stock-Based Grant" means a Grant made pursuant to Section 5(a)(iii).
- (x) "Participant" means any eligible individual as set forth in Section 3 to whom a Grant is made.
- (y) "Performance Cycle" means the period selected by the Committee during which the performance of the Company or any organizational unit of the Mondelez Group or any individual is measured for the purpose of determining the extent to which a Grant or compensation subject to Performance Goals has been earned.
- (z) "Performance Goals" mean any one or more performance objectives for the Company or any organizational unit of the Mondelēz Group or any individual that may be established by the Committee for a Performance Cycle with respect to any performance-based Grants under the Plan. Performance Goals may be provided in absolute terms, or in relation to the Company's peer group. The Company's peer group will be determined by the Committee, in its sole discretion.

- (aa) "Plan" means this Mondelēz International, Inc. 2024 Performance Incentive Plan, as may be amended from time to time.
- (ab) "Prior Plan" means the Mondelēz International, Inc. Amended and Restated 2006 Stock Compensation Plan for Non-Employee Directors and the Mondelēz International, Inc. 2005 Performance Incentive Plan.
- (ac) "Restricted Period" means the period during which a Grant may not be sold, assigned, transferred, pledged or otherwise encumbered.
- (ad) "Restricted Stock" means a Grant of shares of Common Stock pursuant to Section 5(a)(iv).
- (ae) "Restricted Stock Unit" means a Grant of that name described in Section 5(a)(v).
- (af) "Spread Value" means, with respect to a share of Common Stock subject to a Grant, an amount equal to the excess of the Fair Market Value, on the date such value is determined, over the Grant's exercise or strike price, if any.
- (ag) "Stock Appreciation Right" or "SAR" means a Grant described in Section 5(a)(ii).
- (ah) "Stock Option" means an Incentive Stock Option or a Nonqualified Stock Option granted pursuant to Section 5(a)(i).

For purposes of these definitions, any reference to a statute also refers to any regulations promulgated with respect to the statute and any successor or amendment to the statute, regulation or legal standard.

Section 2. Administration.

The Plan is administered by the Committee, which has the power to interpret the Plan and to adopt such rules and guidelines for carrying out the Plan as it may deem appropriate. The Committee has the authority to adopt such modifications, procedures and subplans as may be necessary or desirable to comply with the laws, regulations, compensation practices and tax and accounting principles of the countries in which the Mondelēz Group may operate to assure the viability of the benefits of Grants made to individuals employed in such countries and to meet the objectives of the Plan.

Subject to the terms of the Plan, the Committee has the authority to determine those individuals eligible to receive Grants and Awards and the amount, type and terms of each Grant or Award and to establish and administer any Performance Goals applicable to such Grants or Awards. Subject to the terms of the Plan, the Committee has the authority to recommend to the Board those Non-Management Directors eligible to receive Grants or Awards and the amount, type and terms of each Grant or Award. The Committee may delegate its authority and power under the Plan to one or more officers of the Company, subject to guidelines prescribed by the Committee and applicable law, but only with respect to Participants who are not Non-Management Directors or executive officers of the Company and/or otherwise subject to either Section 16 of the Exchange Act.

Any determination made by the Committee or by one or more officers pursuant to delegated authority in accordance with the provisions of the Plan with respect to any Grant or Award is made in the sole discretion of the Committee or such delegate, and all decisions made by the Committee or any appropriately designated officer pursuant to the provisions of the Plan are final and binding on all persons, including the Company and Plan Participants.

Section 3. Eligibility.

Salaried employees of the Mondelēz Group who are responsible for or contribute to the management, growth and profitability of the business of the Mondelēz Group are eligible for Grants and Awards under the Plan. Non- Management Directors are also eligible for Grants and Awards under the Plan. Stock Options intending to qualify as Incentive Stock Options may only be granted to employees of the Company and its subsidiaries, within the meaning of the Code, as selected by the Committee.

Section 4. Common Stock Subject to the Plan.

(a) Common Stock Available. The total number of shares of Common Stock reserved and available for distribution pursuant to the Plan is (i) 13,500,000 shares, plus (ii) the number of shares that remain available for issuance under the Prior Plan as of the Effective Date, plus (iii) the number of shares of Common Stock subject to any award outstanding under the Prior Plan as of the Effective Date that after the

Effective Date are not issued because such award is forfeited, canceled, terminates, expires or otherwise lapses without being exercised (to the extent applicable), or is settled in cash. An amount not to exceed 50% of the shares of Common Stock issuable under the Plan may be issued pursuant to Grants of Restricted Stock, Restricted Stock Units, Deferred Stock Units or Other Stock-Based Grants, and Incentive Awards, except that Other Stock-Based Grants with values based on Spread Values are not included in this limitation. The maximum number of shares of Common Stock that may be issued in respect of Incentive Stock Options shall not exceed 13,500,000 shares. Except as otherwise provided in this Plan, any Grant made under the Prior Plan continues to be subject to the terms and conditions of the Prior Plan and the applicable Grant agreement. To the extent any Grant under this Plan is exercised, cashed out, terminates, expires or is forfeited without a payment being made to the Participant in the form of Common Stock, the shares subject to the Grant that were not used will be available for distribution in connection with Grants under this Plan. If a SAR or similar Grant based on Spread Value with respect to shares of Common Stock is exercised, the full number of shares of Common Stock with respect to which the Grant is measured will nonetheless be deemed distributed for purposes of determining the maximum number of shares remaining available for delivery under the Plan. Similarly, any shares of Common Stock that are withheld by the Company or tendered by a Participant (1) as full or partial payment of withholding or other taxes owed by the Participant related to an outstanding Stock Option or SAR or (2) as payment for the exercise or conversion price of a Stock Option, SAR or similar Grant based on Spread Value under the Plan will be deemed distributed for purposes of determining the maximum number of shares remaining available for delivery under the Plan.

(b) Adjustments for Certain Corporate Transactions

(i) In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock in any case after adoption of the Plan by the Board, the Committee will make any adjustments or substitutions with respect to Grants made under the Plan and the Prior Plan as it deems appropriate to reflect the occurrence of such event, including, but not limited to, adjustments (A) to the aggregate number and kind of securities reserved for issuance under the Plan, (B) to the limits set forth in Section 5, (C) to the Performance Goals or Performance Cycles of any outstanding Grants, and (D) to the number and kind of securities subject to outstanding Grants and, if applicable, the grant or exercise price or Spread Value of outstanding Grants. In addition, the Committee may make a Grant in substitution for incentive awards, stock grants, stock options or similar grants made to an individual who is, previously was, or becomes an employee of the Mondelēz Group in connection with a transaction described in this Section 4(b) (i). Notwithstanding any provision of the Plan (other than the limitation set forth in Section 4(a)), the Committee has full discretion to determine the terms of any Grants made in substitution.

(ii) Specific Adjustments.

- (A) In connection with any of the events described in Section 4(b)(i), the Committee has the authority with respect to Grants made under the Plan and the Prior Plan (x) to issue Grants (including Stock Options, SARs, and Other Stock-Based Grants) with a grant price that is less than Fair Market Value on the date of grant in order to preserve existing gain under any similar type of previous grant made by the Company or another entity to the extent that the existing gain would otherwise be diminished without payment of adequate compensation to the holder of the grant for such diminution, and (y) except as may otherwise be required under an applicable Grant agreement, to cancel or adjust the terms of an outstanding Grant as appropriate to reflect the substitution for the outstanding grant of equivalent value made by another entity.
- (B) In connection with a spin-off or similar corporate transaction, the Committee also has the authority with respect to Grants made under the Plan and the Prior Plan to make adjustments described in this Section 4(b) that may include, but are not limited to, (x) the imposition of restrictions on any distribution with respect to Restricted Stock or similar

Grants and (y) the substitution of comparable Stock Options to purchase the stock of another entity or SARs, Restricted Stock Units, Deferred Stock Units or Other Stock-Based Grants denominated in the securities of another entity, which may be settled in the form of cash, Common Stock, stock of such other entity, or other securities or property, as determined by the Committee; and, in the event of such a substitution, references in this Plan and the Prior Plan and in the applicable Grant agreements thereunder to "Common Stock" or "Stock" will be deemed to also refer to the securities of the other entity where appropriate.

- (iii) In connection with any of the events described in Section 4(b)(i), with respect to Grants made under the Plan and the Prior Plan, the Committee is also authorized to provide for the payment of any outstanding Grants in cash, including, but not limited to, payment of cash in lieu of any fractional shares, provided that no such payment fails to comply with the requirements of Section 409A of the Code to the extent that law applies to the recipient of the cash payment.
- (iv) In the event of any conflict between this Section 4(b) and other provisions of the Plan or the Prior Plan, the provisions of this section control. Each Participant who receives a Grant under the Plan is deemed to acknowledge and consent to the Committee's ability to adjust Grants under the Prior Plan in a manner consistent with this Section 4(b).

Section 5. Grants and Awards

- (a) General. The types of Grants and Awards that may be made under the Plan are described below. Grants and Awards may be made singly, in combination or in tandem with other Grants and/or Awards. All Grant agreements are incorporated in and constitute part of the Plan.
 - Stock Options. A Grant of a Stock Option represents the right to purchase a share of Stock at a predetermined grant price. Stock Options (i) granted under the Plan may be in the form of Incentive Stock Options or Nonqualified Stock Options, as specified in the Grant agreement but no Stock Option designated as an Incentive Stock Option will be invalid in the event that it fails to qualify as an Incentive Stock Option (and such Stock Option will be deemed a Nonqualified Stock Option). The term of each Stock Option will be stated in the Grant agreement, but no Stock Option will be exercisable more than ten years after the grant date. The grant price per share of Common Stock purchasable under a Stock Option may not be less than 100% of the Fair Market Value on the date of grant, except as permitted by Section 4(b)(ii)(A). Subject to the applicable Grant agreement, Stock Options may only be exercised, in whole or in part, by following the administrative procedures applicable to the exercise of Stock Options as are periodically communicated to Participants. If the exercise requires payment for the shares exercised (as well as applicable taxes), payment must be received in accordance with applicable payment requirements. Unless otherwise determined by the Committee, payment in full or in part may also be made in the form of Common Stock already owned by the Participant valued at Fair Market Value on the day preceding the date of exercise or shares of Common Stock otherwise issuable upon such exercise. Notwithstanding the foregoing, if an Incentive Stock Option is granted to an employee who, at the time of grant, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company (or its parent or subsidiary corporations within the meaning of Section 422 of the Code), the exercise price shall be at least 110% of the Fair Market Value of the Stock on the grant date and the Incentive Stock Option shall not be exercisable more than five years after the grant
 - (ii) Stock Appreciation Right. A Grant of a SAR represents the right to receive a cash payment, a share of Common Stock, or both (as determined by the Committee), with a value equal to the Spread Value on the date the SAR is exercised. The grant price of a SAR will be stated in the applicable Grant agreement and will not be less than 100% of the Fair Market Value on the date of grant, except as permitted by Section 4(b)(ii)(A). Subject to the terms of the applicable Grant agreement, a SAR will be exercisable, in whole or in part, by following the administrative procedures applicable to the exercise of SARs as are periodically communicated to Participants, but no SAR may be exercisable more than ten years after the Grant date.

- (iii) Other Stock-Based Grant. An Other Stock-Based Grant is a Grant, other than a Stock Option, SAR, Restricted Stock, Restricted Stock Units, or Deferred Stock Unit, that is denominated in, valued in whole or in part by reference to, or otherwise based on or related to, Common Stock. The grant, purchase, exercise, exchange or conversion of Other Stock-Based Grants made under this subsection (iii) will be on such terms and conditions and by such methods as may be specified by the Committee. Where the value of an Other Stock-Based Grant is based on the Spread Value, the grant price for such a Grant will not be less than 100% of the Fair Market Value on the date of Grant
- (iv) Restricted Stock. A Grant of Restricted Stock is a share of Common Stock that is subject to forfeiture during the Restricted Period upon such conditions as may be stated in the applicable Grant agreement. Except as may be provided in the applicable Grant agreement, during the Restricted Period:
 - (A) Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered; and
 - (B) A Participant will have all the rights of a holder of Common Stock with respect to the Restricted Stock (subject to Section 9 with respect to dividends).
- (v) Restricted Stock Unit or Deferred Stock Unit. A Grant of a Restricted Stock Unit or a Deferred Stock Unit represents the right to receive a share of Common Stock, cash, or both (as determined by the Committee) upon satisfaction of such conditions as may be set forth in the applicable Grant agreement. Except as may be provided in the applicable Grant agreement, neither Restricted Stock Units nor Deferred Stock Units may be sold, assigned, transferred, pledged or otherwise encumbered during the Restricted Period. Except as may be provided in the applicable Grant agreement, a Participant will not have any of the rights of a holder of Common Stock with respect to Restricted Stock Units or Deferred Stock Units unless and until shares of Common Stock are actually delivered in satisfaction of the restrictions and other conditions of such Restricted Stock Units or Deferred Stock Units.
- (vi) <u>Incentive Awards</u>. An Incentive Award is a performance-based Award that is expressed in U.S. or other local currency or Common Stock or any combination of the two. Incentive Awards may either be Annual Incentive Awards or Long-Term Incentive Grants.
- (b) Non-Management Director Compensation Limit. The maximum Fair Market Value on the date of Grant, as determined by the Committee, of the shares of Common Stock subject to Grants made to any Non-Management Director plus any other cash or other compensation provided to such Non-Management Director in any calendar year may not exceed \$750,000; provided that in any calendar year in which a Non-Management Director first joins the Board or during any calendar year in which a Non-Management Director is designated as Chair or Lead Director, such limit shall instead by \$1,000,000.
- (c) Performance-Based Grants. Grants made under the Plan may be performance-based through the application of Performance Goals and Performance Cycles.
- (d) Adjustment of Performance-Based Compensation. The Committee retains the discretion to adjust the determinations of the degree of attainment of the preestablished performance objectives for performance-based Awards upward or downward, either on a formulaic or discretionary basis or any combination, as the Committee determines, in its sole discretion.
- (e) Evaluation of Performance. The Committee may provide in any Grant that any evaluation of performance under the applicable Performance Goal(s) may include or exclude the impact, if any, on reported financial results of any of the following events, or any other events determined by the Committee, that occurs during a Performance Cycle: (a) asset write-downs; (b) litigation or claim judgments or settlements; (c) changes in tax laws, accounting principles or other laws or provisions; reorganization or restructuring programs; (e) acquisitions or divestitures; (f) foreign exchange gains and losses; and (g) gains and losses that are treated as extraordinary items under Financial Accounting Standard No. 145 (Accounting Standards Codification 225).

Vesting. Grants made under the Plan will vest at such time or times as may be determined by the Committee; provided, however, that no condition relating to the vesting of a Grant and/or Award that is based upon Performance Goals may be based on a Performance Cycle of less than one year, and no condition that is based upon continued employment or the passage of time alone may provide for vesting of a Grant prior to the first anniversary of the date the Grant is made, except (i) upon the death, disability or retirement of the Participant, in each case as specified in the Grant agreement (ii) upon a Change in Control, as specified in Section 6 of the Plan, (iii) for any Award paid in cash, (iv) for any Grants made to Non-Management Directors which may vest on the date of the Company's next annual shareholders meeting that is at least 50 weeks from the date the Grant is made, and (v) up to 5% of the amount of shares of Common Stock subject to the Plan may be subject to Grants without any minimum vesting period.

Section 6. Change in Control Provisions.

- (a) Impact of Event. Notwithstanding any other provision of the Plan to the contrary, in the event of a Change in Control (as defined below in Section 6(b)):
 - (i) Any outstanding Long-Term Incentive Grants will be automatically converted into time-based Deferred Stock Units ("Converted DSUs") based on the higher of (A) the target level of achievement of the applicable performance goals, and (B) the actual level of achievement of the applicable performance goals as of the latest practicable date prior to the Change in Control (with such actual level determined by the Committee prior to the Change in Control), which Converted DSUs shall have a scheduled vesting date that is the last day of the Performance Cycle of the corresponding Long-Term Incentive Grant.
 - (ii) If, and to the extent, that an outstanding Grant (including any Grant of Converted DSUs), other than a cash Annual Incentive Award, under the Plan (A) is assumed or continued by the Company or by the successor or parent corporation (or affiliate thereof) in the Change in Control or (B) is replaced by the successor or parent corporation (or affiliate thereof) in the Change in Control with an equity grant that reflects the existing value of the Grant at the time of the Change in Control and provides for a vesting schedule that is the same or more favorable to the Participant than the vesting schedule applicable to the Grant (each such assumed or continued Grant or replacement grant, a "Replacement Grant"), then such Replacement Grant will remain outstanding and be governed by its terms and the provisions of the Plan. The Committee shall have the sole discretion to determine whether a proposed grant meets the requirements of a Replacement Grant pursuant to this Section 6(a)(ii).
 - (iii) If, and to the extent, that an outstanding Grant (including any Grant of Converted DSUs), other than cash Annual Incentive Award, under the Plan is not assumed or replaced in accordance with Section 6(a)(ii) above, then upon the Change in Control, such Grant will immediately vest in full (to the extent not previously vested) and become free of all restrictions and, if such Grant is in the form of a Stock Option or SAR, will immediately become fully exercisable (to the extent not previously exercisable) and will remain exercisable until the expiration of the original full term of the Stock Option or SAR. The Board or the Committee may, in its sole discretion, provide for cancellation of such outstanding and vested Grant at the time of the Change in Control, in exchange for a payment of cash, property or a combination thereof that is determined by the Board or the Committee in its sole discretion and that is at least equal in value, for each share of Common Stock subject to the Grant (if applicable), to the excess (if any) of the value of the consideration that would be received in such Change in Control by the holder of a share of Common Stock over the per share exercise price (if any) for such Grant.
 - (iv) With respect to each Replacement Grant, if (A) other than with respect to a Non-Management Director, the Participant's employment with, or performance of services for, the Mondelēz Group is terminated by the Mondelēz Group for any reason other than Cause or, by such Participant for Good Reason, in each case, within the two-year period commencing on the Change in Control, or (B) with respect to a Non-Management Director, such Non-Management Director's service as a member of the Board ceases for any reason within the one-year period commencing on the Change

in Control, then, as of the date of such Participant's termination, the Replacement Grant will immediately vest in full and become free of all restrictions and, if such Replacement Grant is in the form of a Stock Option or SAR, will immediately become fully exercisable (to the extent not previously exercisable) and will remain exercisable until the expiration of the original full term of the corresponding Stock Option or SAR.

- (v) Except as otherwise specified in a Grant agreement, any of the foregoing Change in Control provisions that change the timing of payment of an Award will only apply to a Grant subject to Section 409A of the Code to the extent that such change is permissible under and consistent with Section 409A of the Code without the imposition of additional taxes and penalties under Section 409A of the Code. For the avoidance of doubt, the foregoing applies to all Grants made under the Plan regardless of when made.
- (b) Definition of Change in Control. "Change in Control" means the occurrence of any of the following events:
 - (i) Acquisition of 20% or more of the outstanding voting securities of the Company by another entity or group; excluding, however, the following:
 - (A) any acquisition by the Company or any of its Affiliates;
 - (B) any acquisition by an employee benefit plan or related trust sponsored or maintained by any entity within the Mondelez Group;
 - (C) any acquisition pursuant to a merger or consolidation described in Section 6(b)(iii); or
 - (D) any acquisition directly from the Company;
 - During any consecutive 24-month period, persons who constitute the Board at the beginning of such period cease to constitute at least 50% of the Board; provided that each new Board member who is approved by a majority of the directors who began such 24 month period will be deemed to have been a member of the Board at the beginning of such 24 month period;
 - (iii) The consummation of a reorganization, merger, statutory share exchange or consolidation or other material transaction involving the Company or any of its subsidiaries; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity resulting from such transaction (including, without limitation, an entity which as a result of such transaction owns the Company either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Company; or
 - (iv) The consummation of a plan of complete liquidation of the Company or the sale or disposition of all or substantially all of the Company's assets, other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring the Company's assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Company.

Section 7. Plan Amendment and Termination.

(a) The Board may at any time and from time to time amend the Plan in whole or in part; provided, however, that if an amendment to the Plan (i) would materially increase the benefits accruing to the Participants, (ii) would increase the number of securities that may be issued under the Plan, (iii) would materially modify

the requirements for participation in the Plan or (iv) must otherwise be approved by the shareholders of the Company in order to comply with applicable law or the rules of the NASDAQ Global Select Market or, if the shares of Common Stock are not traded on the NASDAQ Global Select Market, the principal national securities exchange upon which the shares of Common Stock are traded or quoted, then such amendment will be subject to shareholder approval and will not be effective unless and until such approval has been obtained.

- (b) Except in connection with a corporate transaction or event described in Section 4(b) of the Plan, (i) the terms of outstanding Grants may not be amended to reduce the exercise price of outstanding Stock Options or the base price of outstanding SARs (or similar Grants based upon Spread Value), (ii) at any time when the exercise price or base price of a Stock Option or SAR or other similar Grant based upon Spread Value is above the Fair Market Value of a share of Common Stock, cancel outstanding Stock Options or SARs (or similar Grants based upon Spread Value) in exchange for cash, other Grants, Awards, Stock Options or SARs (or similar Grants based upon Spread Value) with an exercise price or base price, as applicable, that is less than the exercise price of the original Stock Option or base price of the original SAR (or similar Grant based upon Spread Value), as applicable, or (iii) otherwise take any other action that is treated as a "repricing" with respect to such Stock Options or SAR (or similar Grants based upon Spread Value) under generally accepted accounting principles, without shareholder approval.
- (c) Subject to Section 7(b), the Board may amend the terms of any Grant under the Plan prospectively or retroactively, but subject to Section 4(b) of the Plan, no amendment may impair the rights of any Participant without his or her consent. The Board may, in its discretion, terminate the Plan at any time. Termination of the Plan will not affect the rights of Participants or their successors under any Grants outstanding and not exercised in full on the date of termination.

Section 8. Payments and Payment Deferrals.

Awards may be paid in cash, Common Stock, Grants or combinations thereof as the Committee may determine and with such restrictions as it may impose. The Committee, either at the time of grant or by subsequent amendment, may require or permit deferral of the payment of Awards under such rules and procedures as it may establish; provided, however, that any Stock Options, SARs, and similar Other Stock-Based Grants based upon Spread Value that are not otherwise subject to Section 409A of the Code but would be subject to Section 409A of the Code if a deferral were permitted may not be deferred. The Committee also may provide that deferred settlements include the payment or crediting of interest or other earnings on the deferred amounts, or the payment or crediting of dividend equivalents where the deferred amounts are denominated in Common Stock equivalents. Any deferral and related terms and conditions shall comply with Section 409A of the Code.

Section 9. Dividends and Dividend Equivalents.

The Committee may provide that any Grants under the Plan, other than Stock Options or SARs, earn dividends or dividend equivalents. Such dividends or dividend equivalents may be paid currently or may be credited to a Participant's Plan account, provided that for all unvested Grants, the payment of dividends or dividend equivalents shall be subject to the same vesting conditions as applicable to the underlying Grant. Any crediting of dividends or dividend equivalents may be subject to such additional restrictions and conditions as the Committee may establish, including reinvestment in additional shares of Common Stock or Common Stock equivalents.

Section 10. Transferability.

Except as provided in the applicable Grant agreement or otherwise required by law, Grants and other rights to receive Awards are not transferable or assignable other than by will or the laws of descent and distribution. In no event may any Grant or right to receive an Award be transferred in exchange for consideration.

Section 11. Grant Agreements.

Each Grant under the Plan must be evidenced by a written agreement (which may be electronic and need not be signed by the recipient unless otherwise specified by the Committee) that establishes the terms, conditions and limitations for each Grant. Such terms may include, but are not limited to, the term of the Grant, vesting and forfeiture provisions, and the provisions applicable in the event the Participant's employment terminates. Subject to

Section 7 of the Plan, the Committee may amend a Grant agreement, provided that, except as stated in a Grant agreement or as necessary to comply with applicable law or avoid adverse tax consequences to some or all Participants, no amendment may materially and adversely affect a Grant without the Participant's consent.

Section 12. Unfunded Status of the Plan.

The Plan is unfunded. The Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver Common Stock or make payments; provided, however, that, unless the Committee otherwise determines, the existence of such trusts or other arrangements is consistent with the "unfunded" status of the Plan.

Section 13. Compensation Recoupment Policy.

Subject to the terms and conditions of the Plan, all Grants or Awards, including any shares of Common Stock subject to a Grant, shall be subject to all recovery, recoupment, clawback and/or other forfeiture policies maintained by the Company from time to time, including the Company's Dodd-Frank Clawback Policy and the Company's Compensation Recoupment Policy. In addition, the Committee may impose such other clawback, recovery or recoupment provisions in a Grant agreement or policy as the Committee determines necessary or appropriate, including a reacquisition right in respect of previously acquired shares of Stock or other cash or property upon the occurrence of misconduct. No recovery of compensation under such a clawback policy or recoupment right will be an event giving rise to a right to resign for Good Reason or be deemed a "constructive termination" (or any similar term) as such terms are used in any agreement between any Participant and the Company.

Section 14. General Provisions.

- (a) The Committee may require each person acquiring shares of Common Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to the distribution of the shares. The certificates for such shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer.
 - All certificates for shares of Common Stock or other securities delivered under the Plan are subject to such stock transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the Commission, any stock exchange upon which the Common Stock is then listed, and any applicable Federal, state or foreign securities law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.
- (b) Nothing contained in the Plan will prevent the Company, or an entity within the Mondelez Group, from adopting other or additional compensation arrangements for their respective employees or Non-Management Directors.
- (c) Neither the adoption of the Plan nor the making of Grants under the Plan confers upon any individual any right to continued employment or service nor will they interfere in any way with the right of the Mondelez Group to terminate the employment or service of any individual at any time
- (d) The Company or another member of the Mondelēz Group as applicable has the authority to take any and all actions it deems necessary and appropriate to comply with applicable tax laws with respect to the making of Grants, vesting or payment of Awards under the Plan. If applicable tax withholding is not timely paid by the Participant in accordance with administrative procedures established periodically and communicated to Participants, the withholding may be satisfied by the reduction in the Grant if the taxable event occurs prior to the Award. Unless otherwise determined by the Committee, withholding obligations arising from an Award may be settled with Common Stock, including Common Stock that is part of, or is received upon exercise or conversion of, the Award that gives rise to the withholding requirement. In no event shall the Fair Market Value of the shares of Common Stock to be withheld and delivered pursuant to this Section 14(d) to satisfy applicable withholding taxes in connection with the benefit exceed the maximum amount of taxes required to be withheld. The obligations of the Company under the Plan are conditioned on such payment or arrangements, and the Mondelēz Group may, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Participant. The Committee may establish such procedures as it deems appropriate, including the making of irrevocable elections, for the settling of withholding obligations with Common Stock.

- (e) The Plan is subject to the laws of the Commonwealth of Virginia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction. Unless otherwise provided in a Grant agreement, recipients of Grants and/or Awards under the Plan are deemed to submit to the exclusive jurisdiction and venue of the Federal or state courts of the Commonwealth of Virginia, to resolve any and all issues that may arise out of or relate to the Plan or any related Grant or Award.
- (f) All obligations of the Company under the Plan with respect to Grants and/or Awards made under the Plan are binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.
- (g) The Plan and all Grants made under the Plan will be interpreted, construed and operated to reflect the intent of the Company that all aspects of the Plan and the Grants be interpreted either to be exempt from the provisions of Section 409A of the Code or, to the extent subject to Section 409A of the Code, comply with Section 409A of the Code.
- (h) This Plan may be amended at any time, without the consent of any party, to avoid the application of Section 409A of the Code in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company is not to be under any obligation to make any such amendment. Nothing in the Plan may provide a basis for any person to take action against the Company or any member of the Mondelez Group based on matters covered by Section 409A of the Code, including the tax treatment of any amount paid or Grant made under the Plan, and neither the Company nor any member of the Mondelez Group will under any circumstances have any liability to any Participant or his estate for any taxes, penalties or interest due on amounts paid or payable under the Plan, including taxes, penalties or interest imposed under Section 409A of the Code. Notwithstanding any other provision in the Plan to the contrary, if a Participant is a "specified employee," as that term is used in Section 409A of the Code, at the time of his or her separation from service, no amount that is subject to Section 409A of the Code and that becomes payable by reason of such separation from service shall be paid to such Participant before the earlier of (i) the expiration of the six-month period measured from the date of the Participant's separation from service, and (ii) within 30 days following the Participant's death.
- (i) If any provision of the Plan is held invalid or unenforceable, the invalidity or unenforceability will not affect the remaining parts of the Plan, and the Plan will be enforced and construed as if such provision had not been included.
- (j) The Plan was approved by shareholders and became effective on the Effective Date. No Grants may be made after the tenth anniversary of the Effective Date, and no Incentive Stock Option may be granted under the Plan after the tenth anniversary of May 22, 2024, provided that any Grants made prior to that date may extend beyond it.

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

NON-QUALIFIED GLOBAL STOCK OPTION AGREEMENT

MONDELĒZ INTERNATIONAL, INC., a Virginia corporation (the "Company"), hereby grants to the employee (the "Optionee") identified in the award statement provided to the Optionee (the "Award Statement") under the Mondelēz International, Inc. 2024 Performance Incentive Plan, as may be amended from time to time (the "Plan") non-qualified stock options (the "Option"). The Option entitles the Optionee to exercise options for up to the aggregate number of shares set forth in the Award Statement (the "Option Shares") of the Company's Common Stock, at the price per share set forth in the Award Statement (the "Grant Price"). Capitalized terms not otherwise defined in this Non-Qualified Global Stock Option Agreement (this "Agreement") shall have the same meaning as defined under the Plan. All references to action of or approval by the Committee shall be deemed to include action of or approval by any other person(s) to whom the Committee has delegated authority to act.

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

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

- 1. <u>Vesting</u>. Except as expressly provided in this Agreement, this Option may not be exercised before the vesting requirements ("<u>Vesting Requirements</u>") set forth in the schedule to the Award Statement (the "<u>Schedule</u>") have been satisfied.
- 2. <u>Vesting Upon Termination of Employment</u>. Unless determined otherwise by the Committee or except as expressly provided in this Agreement, if the Optionee terminates employment with the Mondelez Group before satisfying the Vesting Requirements, this Option will not be exercisable. If the Optionee terminates employment with the Mondelez Group before satisfying the Vesting Requirements due to:
- (a) the Optionee's death or Disability (as defined below in paragraph 15), then this Option will become immediately exercisable for 100% of the Option Shares identified in the Award Statement; or
- (b) the Optionee's Retirement (as defined below in paragraph 15) occurring at least 180 days after the date of grant ("Grant Date") of the Option, or as otherwise determined by the Committee, and provided the Option is not otherwise accounted for, or included in, the Optionee's severance or retirement arrangement with the Mondelēz Group and the Optionee timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion, then this Option will continue to vest and become exercisable as identified on the Schedule as if the Optionee's employment had not terminated.
- 3. Exercisability Upon Termination of Employment from the Mondelez Group. During the period commencing on the first date that the Vesting Requirements are satisfied (or, such earlier date determined in accordance with paragraph 2) until the close of the market on the expiration date set forth in the Schedule ("Expiration Date") (or if the market is closed on such date, the close of the market on the last

date the market is open prior to the Expiration Date), this Option may be exercised in whole or in part with respect to such Option Shares, subject to the following provisions:

- (a) In the event that the Optionee's employment terminates by reason of Retirement, death or Disability, such Option may be exercised on or prior to the Expiration Date;
- (b) If employment is terminated by the Optionee (other than by Retirement, death or Disability), such Option may be exercised until the close of the market 90 days from the effective date of termination (the "90-Day Period") (or if the market is closed on such date, the close of the market on the last date the market is open prior to the expiration of the 90-Day Period);
- (c) If, other than by death, Disability or Retirement, the Optionee's employment is terminated by the Mondelēz Group without Cause for any reason (even if such termination constitutes unfair dismissal under the employment laws of the country where the Optionee resides or if the Optionee's termination is later determined to be invalid and/or his or her employment is reinstated) or in the event of any other termination of employment caused directly or indirectly by the Mondelēz Group, such Option may be exercised until the close of the market 12 months from the effective date of termination (the "12-Month Period") (or if the market is closed on such date, the close of the market on the last date the market is open prior to the expiration of the 12-Month Period); and
- (d) If the Optionee's employment is involuntarily suspended or terminated by the Mondelēz Group for Cause, the Option shall be forfeited.

No provision of this paragraph 3 shall permit the exercise of any Option after the Expiration Date. For purposes of this Agreement, the Optionee's employment shall be deemed to be terminated when he or she is no longer actively employed by the Mondelēz Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any). The Optionee shall not be considered actively employed during any period for which he or she is receiving, or is eligible to receive, salary continuation, notice period or garden leave payments, or other comparable benefits or through other such arrangements that may be entered into that give rise to separation or notice pay. The Committee shall have the exclusive discretion to determine when the Optionee is no longer actively employed for purposes of the Option. Unless otherwise determined by the Committee, leaves of absence shall not constitute a termination of employment for purposes of this Agreement. Notwithstanding the foregoing provisions and unless otherwise determined by the Company, this Option may only be exercised on a day that the Nasdaq Global Select Market (the "Exchange") is open. Accordingly, if the Expiration Date (or the expiration of the 90-Day Period and/or the 12-Month Period) is a day the Exchange is closed, the Expiration Date (or the expiration of the 90-Day Period and/or the 12-Month Period) shall be the immediately preceding day on which the Exchange is open.

- 4. Exercise of Option and Withholding Taxes. This Option may be exercised only in accordance with the procedures and limitations (including the country-specific terms set forth in Appendix A to this Agreement) set forth in this paragraph 4, the Company's Equity Grants Guide, as amended from time to time, or such other similar-type communication provided by the Company. Payment of the aggregate Grant Price shall be by any of the following, or a combination thereof:
 - (a) to the extent permitted by applicable law, by cash, check or cash equivalent;
 - (b) consideration received by the Company from a cashless exercise through a licensed securities broker acceptable to the Company;

- (c) if the Optionee is a U.S. taxpayer or if permitted by the Committee, by surrender of shares of Common Stock previously owned by the Optionee which meet the conditions established by the Committee; or
- (d) any other methods approved by the Committee and permitted by applicable laws.

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

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

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

The Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering statutory withholding rates or other applicable withholding rates, including minimum rates or maximum rates applicable in the Optionee's jurisdiction(s), in which case the Optionee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent shares of Common Stock or, if not refunded, the Optionee may be able to seek a refund from the applicable tax authorities. In the event of under-withholding, the Optionee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Optionee is deemed to have been issued the full number of Option Shares, notwithstanding that a number of the Option Shares are held back solely for the purpose of paying the Tax-Related Items and/or hypothetical taxes due as a result of any aspect of the Optionee's participation in the Plan.

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

6. Restrictions and Covenants.

- (a) In addition to such other conditions as may be established by the Company or the Committee, in consideration for making a Grant under the terms of the Plan, the Optionee agrees and covenants as follows for a period of twelve (12) months following the date of the Optionee's termination of employment from the Mondelēz Group:
 - 1. to protect the Mondelēz Group's legitimate business interests in its confidential information, trade secrets and goodwill, and to enable the Mondelēz Group's ability to reserve these for the exclusive knowledge and use of the Mondelēz Group, which is of great competitive importance and commercial value to the Mondelēz Group, the Optionee, without the express written permission of the Company's chief human resources officer, will not engage in any conduct in which the Optionee contributes his/her knowledge and skills, directly or indirectly, in whole or in part, as an executive, employer, employee, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to a competitor or to an entity engaged in the same or similar business as the Mondelēz Group, including those engaged in the business of production, sale or marketing of snack foods (including, but not limited to gum, chocolate, confectionary products, biscuits or any other product or service the Optionee has reason to know has been under development by the Mondelēz Group during the Optionee's employment with the Mondelēz Group). The Optionee will not engage in any activity that may require or inevitably require the Optionee's use or disclosure of the Mondelēz Group's confidential information, proprietary information and/or trade secrets;
 - to protect the Mondelez Group's investment in its employees and to ensure the long-term success of the business, the
 Optionee, without the express written permission of the Company's chief human resources officer, will not directly or
 indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the
 Mondelez Group; and
 - 3. to protect the Mondelez Group's investment in its development of goodwill and customers and to ensure the long-term success of the business, the Optionee will not directly or

indirectly solicit (including, but not limited to, e-mail, regular mail, express mail, telephone, fax, instant message, SMS text messaging and social media) or attempt to directly or indirectly solicit, contact or meet with the current or prospective customers of the Mondelēz Group for the purpose of offering or accepting goods or services similar to or competitive with those offered by the Mondelēz Group.

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

- (b) A main purpose of the Plan is to strengthen the alignment of long-term interests between optionees and the Mondelēz Group by providing an ownership interest in the Company, and to prevent former employees whose interests become adverse to the Company from maintaining that ownership interest. By acceptance of any Grant (including the Option) under the Plan, the Optionee acknowledges and agrees that if the Optionee breaches any of the covenants set forth in paragraph 6(a):
 - 1. all unvested Grants (including any unvested portion of the Option) shall be immediately forfeited;
 - 2. the Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, vested, unpaid or deferred Grants (including the vested but unexercised portion of the Option) at any time if the Optionee is not in compliance with all terms and conditions set forth in the Plan and this Agreement including, but not limited to, paragraph 6(a);
 - 3. the Optionee shall repay to the Mondelēz Group the net proceeds of any exercise or Plan benefit that occurs at any time after the earlier of the following two dates: (i) the date twelve (12) months immediately preceding any such violation; or (ii) the date six (6) months prior to the Optionee's termination of employment with the Mondelēz Group. The Optionee shall repay to the Mondelēz Group the net proceeds in such a manner and on such terms and conditions as may be required by the Mondelēz Group, and the Mondelēz Group shall be entitled to set-off against the amount of any such net proceeds any amount owed to the Optionee by the Mondelēz Group, in a way that is intended to avoid the application of penalties under Section 409A of the Code, if applicable, or other applicable law. For purposes of this paragraph, net proceeds shall mean the difference between the Fair Market Value of the shares of Common Stock and the Grant Price less any Tax-Related Items; and
 - 4. the Mondelez Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of

showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security as the Optionee acknowledges that such breach would cause the Mondelez Group to suffer irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

- (c) If any provision contained in this paragraph 6 shall for any reason, whether by application of existing law or law which may develop after the Optionee's acceptance of a Grant under the Plan be determined by a court of competent jurisdiction to be overly broad as to scope of activity, duration or territory, the Optionee agrees to join the Mondelez Group in requesting such court to construe such provision by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.
- (d) Notwithstanding the foregoing, no section of this Agreement is intended to or shall limit, prevent, impede or interfere with the Optionee's non-waivable right, without prior notice to the Company, to provide information to, participate in investigations by or testify in proceedings before any federal, state or local government subdivision or agency, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, U.S. Department of Justice, the U.S. Congress, or any agency Inspector General, regarding the Mondelēz Group's past or future conduct, or to engage in any activities protected under applicable whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Optionee does not need prior authorization from the Mondelēz Group to make any such reports or disclosures and is not required to notify the Mondelēz Group that the Optionee has made such reports or disclosures.
- (e) The Optionee is hereby advised in writing to consult with an attorney before entering into the covenants outlined in this Section 6. The Optionee acknowledges that prior to acceptance of this Agreement, the Optionee has been advised by the Company of the Optionee's right to seek independent advice from an attorney of the Optionee's own selection regarding this Agreement, including the restraints imposed upon him or her pursuant to this Section 6. The Optionee acknowledges that they have entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Optionee further represents that in entering into this Agreement, the Optionee is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Optionee is relying only upon their own judgment and any advice provided by the Optionee's attorney. The Optionee acknowledges he or she has been provided at minimum 14 calendar days to review the provisions contained herein but may voluntarily waive this period and sign prior to the 14 calendar day period lapsing.
- (f) For purposes of this Section 6, the Company and any member of the Mondelez Group shall be deemed to be third-party beneficiaries with the right to seek enforcement of any of the provisions of this Section 6. Further, for purposes of this Section 6, references to acting directly or indirectly include acting jointly with or through another person.
- 7. <u>Clawback Policy/Forfeiture</u>. The Optionee understands and agrees that in the Committee's sole discretion, the Company may cancel all or part of the Option or require repayment by the Optionee to the Company of all or part of any cash payment or shares of Common Stock acquired at exercise pursuant to any recovery, recoupment, clawback and/or other forfeiture policy maintained by the Company, including

the Company's Dodd-Frank Clawback Policy, the Company's Compensation Recoupment Policy, and a violation of paragraph 6 above, from time to time. In addition, any payments or benefits the Optionee may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with the requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, rules promulgated by the Commission, any other applicable law or any securities exchange on which the Common Stock is listed or traded, as may be in effect from time to time. In connection with the enforcement of such clawback policies, the Optionee hereby expressly acknowledges and agrees that the Company shall have the right to reduce, cancel, or withhold against outstanding, unvested, vested, or future cash or equity-based compensation owed or due to the Optionee, to the maximum extent permitted under applicable law. No such recovery will be an event giving rise to a right to resign for Good Reason or be deemed a "constructive termination" (or any similar term) as such terms are used in any agreement between the Optionee and the Company or under any severance plans applicable to the Optionee.

- 8. <u>Transfer Restrictions</u>. Unless otherwise required by law, this Option is not transferable or assignable by the Optionee in any manner other than by will or the laws of descent and distribution applicable to the Optionee and is exercisable during the Optionee's lifetime only by the Optionee.
- 9. Adjustments. In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the Grant Date, the Board or the Committee shall make adjustments to the terms and provisions of this Grant (including, without limiting the generality of the foregoing, terms and provisions relating to the Grant Price and the number and kind of shares subject to this Option) as it deems appropriate including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of the Option, and to determine whether continued employment with any entity resulting from such transaction or event will or will not be treated as a continued employment with the Mondelēz Group, in each case, subject to any Board or Committee action specifically addressing any such adjustments, cash payments or continued employment treatment.
- 10. <u>Successors and Assigns</u>. Whenever the word "Optionee" is used herein under circumstances such that the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom this Option may be transferred pursuant to this Agreement, it shall be deemed to include such person or persons. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall be binding upon and inure to the benefit of any successors or assigns of the Company and any person or persons who shall acquire any rights hereunder in accordance with this Agreement, the Award Statement or the Plan.
- 11. Entire Agreement; Governing Law. The Award Statement, the Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except as provided in the Award Statement, the Plan or this Agreement or by means of a writing signed by the Company and the Optionee. Nothing in the Award Statement, the Plan and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Award Statement, the Plan and this Agreement are to be construed in accordance with and governed by the substantive laws of the Commonwealth of Virginia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the substantive laws of the Commonwealth of Virginia to the rights and duties of the parties. Unless otherwise provided in the Award Statement, the Plan or this Agreement, the Optionee is deemed to submit to the exclusive jurisdiction of the

Commonwealth of Virginia, U.S.A., and agrees that such litigation shall be conducted in the courts of Henrico County, Virginia, or the federal courts for the United States for the Eastern District of Virginia.

- 12. <u>Grant Confers No Rights to Continued Employment Nature of the Grant</u>. Nothing contained in the Plan or this Agreement (including the country-specific terms set forth in Appendix A to this Agreement) shall give the Optionee the right to be retained in the employment of any member of the Mondelēz Group, affect the right of the Employer to terminate the Optionee's employment, or be interpreted as forming or amending an employment or service contract with any member of the Mondelēz Group. The adoption and maintenance of the Plan shall not constitute an inducement to, or condition of, the employment of the Optionee. Further, the Optionee acknowledges, understands and agrees that:
- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;
 - (c) all decisions with respect to future option or other Grants, if any, will be at the sole discretion of the Committee;
 - (d) the Optionee is voluntarily participating in the Plan;
- (e) the Option and the Option Shares subject to the Option, and the income and value of same, are not intended to replace any pension rights or compensation;
- (f) the Option and the Option Shares subject to the Option, and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payment, pension, retirement or welfare benefits or similar mandatory payments;
 - (g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted;
 - (h) if the underlying shares of Common Stock do not increase in value, the Option will have no value;
- (i) if the Optionee exercises the Option and obtains shares of Common Stock, the value of those shares of Common Stock acquired upon exercise may increase or decrease in value, even below the Grant Price;
- (j) unless otherwise agreed with the Company, the Option and the shares of Common Stock subject to the Option, and the income and value of same, are not granted as consideration for, or in connection with, the service the Optionee may provide as a director of any entity of the Mondelēz Group;
- (k) the Optionee understands and agrees that Optionee should consult with the Optionee's own personal tax, legal and financial advisors regarding the Optionee's participation in the Plan before taking any action related to the Plan and that the Company is not providing any tax, legal or financial

advice, nor is the Company making any recommendations regarding the Optionee's participation in the Plan, or the Optionee's acquisition or sale of the underlying shares of Common Stock;

- (l) the Option is designated as not constituting an Incentive Stock Option; this Agreement shall be interpreted and treated consistently with such designation;
- (m) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock;
- (n) the Option and the shares of Common Stock subject to the Option, and the income and value of same, are not part of Optionee's normal or expected compensation or salary for any purpose;
- (o) neither the Company, the Employer nor any member of the Mondelēz Group shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the United States Dollar that may affect the value of the Option or any shares of Common Stock delivered to the Optionee upon exercise of the Option or of any proceeds resulting from the Optionee's sale of such shares; and
- (p) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option or the recoupment of any shares of Common Stock acquired under the Plan resulting from (a) the termination of the Optionee's employment or other service relationship by the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of any employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any); and/or (b) the application of any recoupment policy or any recovery or clawback policy otherwise required by law.
- 13. <u>Data Privacy</u>. The Optionee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Agreement and any other Option grant materials ("<u>Data</u>") by and among the Mondelez Group for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.

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

The Optionee understands that Data will be transferred to Morgan Stanley Smith Barney, LLC and its affiliates ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Optionee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, KPMG LLP, or such other public accounting firm that may be engaged by the Company in the future. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and

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

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

- 14. <u>Interpretation</u>. The terms and provisions of the Plan (a copy of which will be made available online or furnished to the Optionee upon written request to the Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A.) are incorporated herein by reference. To the extent any provision in the Award Statement or this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. The Committee shall have the right to resolve all questions that may arise in connection with the Grant or this Agreement, including whether an Optionee is no longer actively employed, and any interpretation, determination or other action made or taken by the Committee regarding the Plan or this Agreement shall be final, binding and conclusive.
- 15. <u>Miscellaneous Definitions</u>. For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan and the term "<u>Retirement</u>" means, unless otherwise determined by the Committee in its sole discretion, the termination of employment on or after either (i) the date the Optionee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group or

(ii) the date the Optionee is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelez Group.

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

- 16. <u>Language</u>. The Optionee acknowledges that he or she is sufficiently proficient in English, or, alternatively, the Optionee acknowledges that he or she will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if this Agreement or any other document related to the Plan is translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control, unless otherwise required by applicable law.
- 17. Compliance With Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any Option Shares issuable upon exercise of the Option prior to the completion of any registration or qualification of the Option Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Optionee understands that the Company is under no obligation to register or qualify the Option Shares with the Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Optionee agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without the Optionee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.
- 18. Notices. Any notice required or permitted hereunder shall be (i) given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party or (ii) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and shall be deemed effectively given upon such delivery. Any documents required to be given or delivered to the Optionee related to current or future participation in the Plan may also be delivered through electronic means as described in paragraph 19 below.
- 19. <u>Electronic Delivery and Acceptance</u>. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

- 20. <u>Agreement Severable</u>. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
- 21. <u>Headings</u>. Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.
- 22. <u>Imposition of Other Requirements</u>. The Company reserves the right to impose other requirements on the Optionee's participation in the Plan, on the Option and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
- 23. <u>Insider Trading/Market Abuse Laws</u>. The Optionee may be subject to insider trading and/or market abuse laws which may affect the Optionee's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to such shares (*e.g.*, Options) or rights linked to the value of shares of Common Stock under the Plan during such times as the Optionee is considered to have "material nonpublic information" or "insider information" regarding the Company (as defined by the laws or regulations in the relevant jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Optionee places before the Optionee possessed inside information. Furthermore, the Optionee could be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. The Optionee acknowledges that it is his or her responsibility to comply with any applicable restrictions, and that the Optionee should speak to his or her personal advisor on this matter.
- 24. Exchange Control Tax and Foreign Asset/Account Reporting Requirements. The Optionee acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Optionee's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock acquired under the Plan) in a brokerage, bank account or legal entity outside the Optionee's country. The Optionee may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. The Optionee also may be required to repatriate sale proceeds or other funds received as a result of the Optionee's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. In addition, the Optionee agrees to take any and all actions required by the Company, any other entity in the Mondelēz Group or the local laws, rules and regulations in the Optionee's country of residence (and country of employment, if different) that may be required to comply with such laws, rules and regulations. The Optionee acknowledges that it is the Optionee's responsibility to be compliant with such regulations, and the Optionee should consult his or her personal legal advisor for any details.
- 25. <u>Appendix</u>. Notwithstanding any provisions in this Agreement, the Option shall be subject to any terms set forth in the Appendix to this Agreement for the Optionee's country. Moreover, if the Optionee relocates to one of the countries included in the Appendix, the terms for such country will apply to the Optionee, to the extent the Company determines that the application of such terms is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

- 26. <u>Waiver</u>. The Optionee acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Optionee or any other participant of the Plan.
- 27. <u>Conformity to Securities Laws</u>. The Optionee acknowledges that the Award Statement, the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Commission, including, without limitation, Rule 16b-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Award Statement, the Plan and this Agreement shall be administered, and the Option is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Award Statement, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

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

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

MONDELĒZ INTERNATIONAL, INC.

/s/ Laura Stein

Laura Stein
Executive Vice President,
Corporate & Legal Affairs, General Counsel and Corporate Secretary

APPENDIX A

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

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

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

This Appendix A also includes information regarding securities, exchange control and certain other issues of which the Optionee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2024. Such laws are often complex and change frequently. As a result, the Optionee should not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Optionee exercises the Option or sells shares of Common Stock acquired under the Plan.

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

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

EUROPEAN UNION / EUROPEAN ECONOMIC AREA, SWITZERLAND AND THE UNITED KINGDOM

TERMS AND CONDITIONS

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

If the Optionee is based in the European Union ("EU"), the European Economic Area, Switzerland or the United Kingdom, the Optionee should note that Mondelēz International, Inc., with registered address at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. is the controller responsible for the processing of the Optionee's Personal Data (as defined below) in connection with the Agreement and the Plan.

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

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

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

The Optionee may request a copy of the safeguards used to protect his or her Personal Data or the names and addresses of any potential recipients of Personal Data by contacting the Company at <u>DataProtectionOfficeMEU@mdlz.com</u>.

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

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

ARGENTINA

TERMS AND CONDITIONS

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

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

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

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

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

NOTIFICATIONS

Securities Law Information. Neither the Option nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores*, "*CNV*").

Neither this Agreement nor any other offering material related to the Option nor the underlying shares of Common Stock may be utilized in connection with any general offering to the public in Argentina.

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

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

AUSTRALIA

TERMS AND CONDITIONS

Australian Offer Document. This offer is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). The Optionee's right to participate in the Plan and receive the grant of the Option under the Plan is subject to the terms and conditions as stated in the ESS Offer Document, the Plan and the Agreement. By accepting the grant of the Option, the Optionee acknowledges and confirms that the Optionee has received these documents.

NOTIFICATIONS

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

Tax Notification. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to conditions in the Act).

AUSTRIA

NOTIFICATIONS

Exchange Control Information. If the Optionee holds securities (including shares of Common Stock acquired under the Plan) or cash (including proceeds from the sale of shares of Common Stock) outside of Austria, he or she may be subject to reporting obligations to the Austrian National Bank. If the value of the shares of Common Stock meets or exceeds a certain threshold, the Optionee must report the securities held on a quarterly basis to the Austrian National Bank as of the last day of the quarter, on or before the 15th day of the month following the end of the calendar quarter. In all other cases, an annual reporting obligation applies and the report has to be filed as of December 31 on or before January 31 of the following year using the form P2. Where the cash amounts held outside of Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

If the Participant sells shares of Common Stock, or receives any cash dividends, the Optionee may have exchange control obligations if the Optionee holds the cash proceeds outside Austria. If the transaction volume of all the Optionee's accounts abroad meets or exceeds a certain threshold, the Optionee must

report to the Austrian National Bank the movements and balances of all accounts on a monthly basis, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BAHRAIN

NOTIFICATIONS

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

BELGIUM

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

Stock Exchange Tax Information. A stock exchange tax applies to transactions executed by Belgian residents through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax will apply when shares of Common Stock acquired upon exercise of the Options are sold.

Annual Securities Accounts Tax. An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., shares of Common Stock acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. Belgian residents should consult with their personal tax advisor regarding the new tax.

BRAZIL

TERMS AND CONDITIONS

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

Labor Law Acknowledgment. By accepting the Option, the Optionee understands, acknowledges and agrees that, for all legal purposes (i) the Optionee is making an investment decision and (ii) the value of the underlying shares of Common Stock are not fixed and may increase or decrease in value over the vesting period without compensation to the Optionee.

NOTIFICATIONS

Exchange Control Information. Individuals who are resident or domiciled in Brazil are generally required to submit an annual declaration of assets and rights held outside Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is greater than US\$1,000,000. If such amount is equal to or greater than US\$100,000,000, the referenced declaration must be submitted quarterly, in the month following the end of each quarter. Assets and rights to be included in this annual declaration include shares of Common Stock acquired under the Plan.

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

BULGARIA

NOTIFICATIONS

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

In addition, the Optionee will be required to file statistical forms with the Bulgarian national bank annually regarding his or her receivables in bank accounts abroad as well as securities held abroad (*e.g.*,

shares of Common Stock acquired under the Plan) if the total sum of all such receivables and securities equals or exceeds BGN50,000 as of the previous calendar year end. The reports are due by March 31.

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

CANADA

TERMS AND CONDITIONS

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

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

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

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

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Optionee's right to vest in the Option under the Plan, if any, will terminate effective as of the last day of the Optionee's minimum statutory notice period. The Optionee will not earn or be entitled to pro-rated vesting for that portion of time before the date on which the Optionee's right to vest terminates or if the vesting date falls after the end of the Optionee's statutory notice period, nor will the Optionee be entitled to any compensation for lost vesting.

The following provisions apply for Optionees resident in Quebec:

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

The Optionee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Optionee further authorizes the Mondelēz Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Optionee acknowledges and agrees that the Optionee's personal information, including sensitive personal information, may be transferred or disclosed outside of the Province of Quebec, including to the United States. The Optionee further

authorizes the Mondelez Group to record such information and to keep such information in his or her employee file. The Optionee also acknowledges and authorizes the Company and any subsidiary or affiliate or other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Optionee or the administration of the Plan.

Language. A French translation of the Plan and the Agreement can be made available to the Optionee as soon as reasonably practicable upon the Optionee's request. The Optionee understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

Une traduction française du Plan et du présent Contrat pourra êtremise à la disposition de Optionee dès que raisonnablement possible à la demande de l'Optionee. Le Optionee comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Compagnie traduira en français les documents relatifs à l'offre du Plan dès que raisonnablement possible.

NOTIFICATIONS

Non-Qualified Securities. All or a portion of the shares of Common Stock subject to the Option may be "non-qualified securities" within the meaning of the Income Tax Act (Canada). The Mondelez Group shall provide the Optionee with additional information and/or appropriate notification regarding the characterization of the Option for Canadian income tax purposes as may be required by the Income Tax Act (Canada) and the regulations thereunder.

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

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

CHINA

TERMS AND CONDITIONS

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

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

In the event that the Optionee is not required to sell shares of Common Stock immediately upon exercise, any shares of Common Stock issued to the Optionee must be maintained in an account with Morgan Stanley Smith Barney, LLC ("Morgan Stanley") or such other broker as may be designated by the Company until the shares of Common Stock are sold through that broker. If the Company changes its designated broker, the Optionee acknowledges and agrees that the Company may transfer any shares of Common Stock issued under the Plan to the new designated broker if necessary for legal or administrative reasons. The Optionee agrees to sign any documentation necessary to facilitate the transfer. In addition, the Optionee acknowledges and agrees that he or she must sell any shares of Common Stock issued upon exercise as soon as practicable following the termination of the Optionee's employment or other service relationship with the Mondelēz Group, or within any other such time frame as the Company determines to be necessary or advisable to comply with local requirements.

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

Exchange Control Restrictions. The Optionee understands and agrees that, due to exchange control laws in China, he or she will be required to immediately repatriate to China any cash proceeds from dividends and/or the cashless exercise of the Option. The Optionee further understands that, under local law, such repatriation of the cash proceeds will be effected through a special exchange control account established by a member of the Mondelēz Group and the Optionee hereby consents and agrees that any cash proceeds received in connection with the Plan will be transferred to such special account prior to being delivered to him or her. The proceeds may be paid in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Optionee acknowledges that he or she

will be required to set up a U.S. dollar bank account in China so that the proceeds may be delivered to this account. If the proceeds are converted to local currency, the Optionee acknowledges that the Mondelēz Group is under no obligation to secure any currency conversion rate and may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Optionee agrees to bear any currency fluctuation risk between the date the Option is exercised or dividends are paid and the time that (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and (ii) net proceeds are converted to local currency and distributed to the Optionee. The Optionee agrees to sign any agreements, forms and/or consents that may be requested by the Company or the Company's designated broker to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds.

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

NOTIFICATIONS

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

COLOMBIA

TERMS AND CONDITIONS

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

The Optionee acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Optionee's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amounts, subject to the limitations provided in Law 1393/2010.

NOTIFICATIONS

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia. An offer of shares of Common Stock to employees will not be considered a public offer provided that it meets the conditions set forth in Article 6.1.1.1.1 in Decree 2555, 2010.

Exchange Control Information. Colombian residents must register shares of Common Stock acquired under the Plan, regardless of value, with the Central Bank of Colombia (*Banco de la República*) as foreign investment held abroad. In addition, all payments relating to foreign investment originating in Colombia (*i.e.*, payment of the Grant Price by cash exercise) and the liquidation of such investments must be transferred through the Colombian foreign exchange market (*e.g.* local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (*declaración de cambio*). If the Optionee exercises the Option by way of a cashless method of exercise, filing the

appropriate foreign exchange form will not be required because no funds will be remitted out of Colombia. However, any sales proceeds related to shares of Common Stock acquired pursuant to cashless exercise must still be transferred through the Colombian foreign exchange market.

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

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

COSTA RICA

There are no country specific provisions.

CROATIA

NOTIFICATIONS

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

CZECH REPUBLIC

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

NOTIFICATIONS

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the Option and the opening and maintenance of a foreign account, including reporting (i) foreign direct investments with a value of CZK 2,500,000 or more in the aggregate or (ii) foreign financial assets with a value of CZK 200,000,000 or more. The Optionee should consult their personal legal advisor to ensure compliance with the applicable requirements.

DENMARK

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

ECUADOR

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Individuals who are resident or domiciled in Ecuador are generally required to file an annual Net Worth Declaration with the Internal Revenue Service of Ecuador if the aggregate value of assets held by such individuals exceeds certain thresholds. Assets included in this annual declaration include shares of Common Stock acquired under the Plan. The Net Worth Declaration must be filed in May of the following year using the electronic form on the tax authorities' website (www.sri.gob.ec). Penalties will apply to a late filing and it is not possible to seek an extension.

In addition, Ecuadorian resident individuals are required to report on an annual basis, all monetary assets held in foreign financial entities in excess of US\$100,000. The Optionee should consult his or her legal or tax advisor to ensure compliance with all applicable reporting obligations.

EGYPT

NOTIFICATIONS

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

FINLAND

NOTIFICATIONS

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Optionee must check their pre-completed tax return to confirm that the ownership of shares of Common Stock and other securities (foreign or domestic) is correctly reported. If the Optionee finds any errors or omissions, the Optionee must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.

FRANCE

TERMS AND CONDITIONS

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

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

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

NOTIFICATIONS

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities is equal to or greater than a certain amount (currently $\in 10,000$).

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

GERMANY

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

NOTIFICATIONS

Exchange Control Information. Cross-border payments made or received in excess of €12,500 may need to be reported monthly by accessing the electronic General Statistics Reporting Portal ("Allgemeine Meldeportal Statistik") via the Bundesbank's website (www.bundesbank.de), or by such other method and within such other timing as permitted or required by Bundesbank. In addition, Participant may be required to report the acquisition of securities if the value of the securities acquired exceeds €12,500 to the Bundesbank via email or telephone.

Foreign Asset/Account Reporting Information. German residents holding Common Stock must notify their local tax office if the acquisition of Common Stock under the Plan leads to a so-called qualified participation at any point during the calendar year. A qualified participation is attained only in the unlikely event (i) the Optionee owns at least 1% of the Company and the value of the Common Stock acquired exceeds €150,000, or (ii) the Optionee holds Common Stock exceeding 10% of the total capital of the Company.

GHANA

There are no country specific provisions.

GREECE

NOTIFICATIONS

Exchange Control Information. If the Optionee exercises the Options through a cash exercise, withdraws funds from a bank in Greece and remits those funds out of Greece (in an amount exceeding a specified threshold), the Optionee may be required to submit a written application to the bank.

HONDURAS

There are no country specific provisions.

HONG KONG

TERMS AND CONDITIONS

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

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

HUNGARY

There are no country specific provisions.

INDIA

TERMS AND CONDITIONS

Cashless Sell-All Exercise Restriction. Notwithstanding anything to the contrary in the Agreement or the Plan, due to regulatory issues in India, the Optionee will be required to pay the Grant Price by a cashless exercise, such that the Optionee will deliver a properly executed notice together with irrevocable instructions to a broker in a form acceptable to the Company providing for the assignment to the Company of the proceeds of a sale with respect to all of the Option Shares acquired upon the exercise of the Option pursuant to a program or procedure approved by the Company. The cash proceeds of sale, less the Grant Price, any Tax-Related Items and broker's fees or commissions, will be remitted to the

Optionee. In the event of changes in regulatory requirements, the Company reserves the right to eliminate the cashless sell-all method of exercise requirement and, in its sole discretion, to permit cash exercise or cashless sell-to-cover exercises.

NOTIFICATIONS

Exchange Control Information. Indian residents are required to repatriate the cash proceeds received upon the sale of shares of Common Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Indian residents also are required to retain the foreign inward remittance certificate as evidence of repatriation. The Optionee is personally responsible for complying with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Optionee's failure to comply with applicable laws. The Optionee may also be required to provide information regarding funds received from participation in the Plan to the Company and/or the Employer to enable them to comply with their filing requirements under exchange control laws in India.

As exchange control regulations can change frequently and without notice, the Optionee should consult his or her personal tax or legal advisor before selling shares of Common Stock to ensure compliance with current regulations.

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

INDONESIA

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

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

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

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and shares of Common Stock acquired under the Plan) in their annual individual income tax return.

IRELAND

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

NOTIFICATIONS

Director Notification Requirement. If the Optionee is a director, shadow director¹ or secretary of an Irish subsidiary or affiliate, the Optionee must notify the Irish subsidiary or affiliate in writing if (1) the Optionee receives or disposes of an interest exceeding 1% of the Company (*e.g.*, the Option, shares of Common Stock, etc.), (2) the Optionee becomes aware of an event giving rise to a notification requirement, or (3) the Optionee becomes a director or secretary if such an interest exists at that time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

ISRAEL

TERMS AND CONDITIONS

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

¹ A shadow director is an individual who is not on the board of the Irish Affiliate but who has sufficient control so that the board of directors acts in accordance with the "directions or instructions" of the individual.

NOTIFICATIONS

Securities Law Information. The offer of this option does not constitute a public offering under the Securities Law, 1968.

ITALY

TERMS AND CONDITIONS

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

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

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

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Options) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not directly hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Options), are beneficial owners of the investment pursuant to Italian money laundering provisions.

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

JAPAN

NOTIFICATIONS

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

In addition, if the Optionee pays more than \(\frac{4}{3}\)0,000,000 in a single transaction for the purchase of Shares of Common Stock when the Optionee exercises the Option, the Optionee must file a Payment Report with the Ministry of Finance through the Bank of Japan by the 20th day of the month following the month in which the payment was made. The precise reporting requirements vary depending on whether or not the relevant payment is made through a bank in Japan.

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

Foreign Asset/Account Reporting Information. The Optionee will be required to report details of any assets held outside Japan as of December 31st (including any shares of Common Stock acquired under the Plan) to the extent such assets have a total net fair market value exceeding \(\frac{4}{50}\),000,000. Such report will be due by March 15th each year. The Optionee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Optionee and whether the Optionee will be required to include details of any outstanding Option, shares of Common Stock or cash held by the Optionee in the report.

KAZAKHSTAN

NOTIFICATIONS

Securities Law Notification. This offer is addressed only to certain eligible employees in the form of the shares of Common Stock to be issued by the Company. Neither the Plan nor the Agreement has been approved, nor do they need to be approved, by the National Bank of Kazakhstan. This offer is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

Exchange Control Information. Residents of Kazakhstan may be required to notify the National Bank of Kazakhstan when they acquire shares of Common Stock under the Plan if the value of such shares of Common Stock exceeds US\$100,000.

Please note that the exchange control regulations in Kazakhstan are subject to change. The Optionee should consult with their personal legal advisor regarding any exchange control obligations that the Optionee may have prior to exercising the option or receiving proceeds from the sale of shares of Common Stock acquired under the Plan. The Optionee is responsible for ensuring compliance with all exchange control laws in Kazakhstan.

KENYA

NOTIFICATIONS

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

LEBANON

NOTIFICATIONS

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

LITHUANIA

There are no country specific provisions.

MALAYSIA

TERMS AND CONDITIONS

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

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

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

The Optionee understands that Data will be transferred to Morgan Stanley Smith Barney, LLC ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Optionee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that the Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative at Mondelez Malaysia Sales Sdn Bhd., Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. The Optionee authorizes the Company, Morgan Stanley and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that the Optionee may, at any

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

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

Penerima Opsyen memahami bahawa Data tersebut akan dipindahkan ke Morgan Stanley Smith Barney, LLC ("Morgan Stanley") atau pembekal perkhidmatan pelan saham lain yang mungkin dipilih oleh Syarikat pada masa hadapan, yang membantu Syarikat melaksanakan, mentadbir dan menguruskan Pelan tersebut, Penerima Opsyen memahami bahawa Data juga mungkin dipindahkan kepada firma akauntansi awam berdaftar bebas Syarikat, PricewaterhouseCoopers LLP, atau firma akauntansi berdaftar lain yang mungkin digunakan oleh Syarikat pada masa hadapan. Penerima Opsyen turut memahami bahawa penerima Data mungkin berada di Amerika Syarikat atau negara lain dan negara asal penerima Data (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang data peribadi serta perlindungan yang berbeza daripada negara asal Penerima Opsyen. Penerima Opsyen memahami bahawa Penerima Opsyen boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Penerima Opsyen di Mondelez Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. Penerima Opsyen dengan ini membenarkan Syarikat, Morgan Stanley serta mana-mana penerima data yang mungkin menerima Data yang mungkin membantu pihak Syarikat (sekarang atau pada masa hadapan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, mempunya, mengguna, menyimpan serta memindah Data tersebut dalam bentuk elektronik atau lain-lain, bagi tujuan tunggal untuk melaksana, mentadbir dan mengurus penyertaan Penerima Opsyen dalam Pelan. Penerima Opsyen memahami bahawa Data hanya akan disimpan untuk tempoh yang perlu bagi melaksanakan, mentadbir, dan menguruskan penyertaan Penerima Opsyen dalam Pelan. Penerima Opsyen memahami bahawa Penerima Opsyen boleh pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pindaan-pindaan pemprosesan Data, meminta bahawa dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes tanpa sebarang kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya. Selanjutnya, Penerima Opsyen memahami bahawa time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Optionee's local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only consequence of refusing or withdrawing the Optionee's consent is that the Company would not be able to grant the Optionee an option or other equity awards or administer or maintain such awards. The Optionee also understands that the Company has no obligation to substitute other forms of awards or compensation in lieu of the option as a consequence of the Optionee's refusal or withdrawal of his or her consent. Therefore, the Optionee understands that refusing or withdrawing his or her consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

Penerima Opsyen memberikan persetujuan di sini secara sukarela. Jikalau, Penerima Opsyen tidak bersetuju, atau sekiranaya Penerima Opsyen kemudiannya membatalkan persetujuannya, status pekerjaan atau perkhidmatan dan kerjaya Penerima Opsyen dengan Majikan tidak akan terjejas; satu-satunya akibat jika Penerima Opsyen tidak bersetuju atau menarik balik persetujuan Penerima Opsyen adalah bahawa Syarikat tidak akan dapat memberikan opsyen atau anugerah-anugerah ekuiti yang lain kepada Penerima Opsyen atau mentadbir atau mengekalkan anugerah tersebut. Penerima Opsyen turut memahami bahawa pihak Syarikat tidak mempunyai sebarang kewajiban untuk menggantikan bentuk anugerah yang lain atau memberikan sebarang bentuk kompensasi sebagai pengganti opsyen disebabkan keengganan atau penarikan balik persetujuan Penerima Opsyen. Oleh kerana itu, Penerima Opsyen memahami bahawa keengganan atau penarikan balik persetujuan Penerima Opsyen boleh menjejaskan keupayaan Penerima Opsyen untuk mengambil bahagian dalam Pelan. Untuk maklumat lanjut mengenai akibat keengganan Penerima Opsyen untuk memberikan keizinan atau penarikan balik keizinan, Penerima Opsyen memahami bahawa Penerima Opsyen boleh menghubungi wakil sumber manusia tempatannya.

NOTIFICATIONS

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

MEXICO

TERMS AND CONDITIONS

Labor Law Policy. In accepting the grant of the Option, the Optionee expressly recognizes that Mondelēz International, Inc., with registered offices at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., is solely responsible for the administration of the Plan and that the Optionee's participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Optionee and Mondelēz International, Inc. since the Optionee is participating in the Plan on a wholly commercial basis and his or her sole Employer is Mondelēz México, S. de R.L. de C.V., located at Av. 18 de Noviembre 1028, Camino a Manzanilla, Heroica Puebla de Zaragoza, Puebla, C.P. 72304. Based on the foregoing, the Optionee expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Optionee and the Employer, Mondelēz México, S. de R.L. de C.V., and do not form part of the employment conditions and/or benefits provided by Mondelēz México, S. de R.L. de C.V., and any modification of the Plan or its

termination shall not constitute a change or impairment of the terms and conditions of the Optionee's employment.

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

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

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

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

TÉRMINOS Y CONDICIONES

Política Laboral. Al aceptar el otorgamiento de la Opción de Compra de Acciones, el Optionee expresamente reconoce que Mondelēz International, Inc., con domicilio registrado ubicado en 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., es la única responsable por la administración del Plan y que la participación del Optionee en el Plan y en su caso la adquisición de Acciones no constituyen ni podrán interpretarse como una relación de trabajo entre el Optionee y Mondelēz International, Inc., ya que el Optionee participa en el Plan en un marco totalmente comercial y su único Patrón lo es Mondelēz México, S. de R.L. de C.V. con domicilio en Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Derivado de lo anterior, el Optionee expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Optionee y el Patrón, Mondelēz México, S. de R.L. de C.V. y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Mondelēz México, S. de R.L. de C.V. y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Optionee.

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

Reconocimiento del Plan de Documentos. Al aceptar el Otorgamiento de la Opción de Compra de Acciones, el Optionee reconoce que ha recibido copias del Plan, que ha revisado el Plan y el Acuerdo en

su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

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

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

NOTIFICATIONS

Securities Law Information. The Option and the shares of Common Stock offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Option may not be publicly distributed in Mexico. These materials are addressed to the Optionee only because of the Optionee's existing relationship with the Company Group and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Mondelēz México, S. de R.L. de C.V. made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

MOROCCO

TERMS AND CONDITIONS

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

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

Notwithstanding anything to the contrary in paragraph 3 of the Agreement, due to exchange control requirements in Morocco, the Optionee will have no right to exercise the Option after the Optionee's termination date. Solely for purposes of the foregoing provision and notwithstanding anything in the

Agreement to the contrary, the Optionee's employment shall be deemed to be terminated when he or she is no longer on the payroll of the Mondelēz Group.

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

NETHERLANDS

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

NEW ZEALAND

NOTIFICATIONS

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

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

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

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

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

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

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

NIGERIA

There are no country specific provisions.

NORWAY

NOTIFICATIONS

Exchange Control Information. In general, Norwegian residents should not be subject to any foreign exchange requirements in connection with the acquisition or sale of shares of Common Stock under the Plan, except normal reporting requirements to the Norwegian Currency Registry. If the transfer of funds into or out of Norway is made through a Norwegian bank, the bank will make the registration.

PAKISTAN

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

PANAMA

NOTIFICATIONS

Securities Law Information. Neither the Options nor any shares of Common Stock that the Employee may acquire upon exercise of the Options constitute a public offering of securities, as they are available only to eligible employees of the Mondelez Group.

PERU

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

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

PHILIPPINES

TERMS AND CONDITIONS

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

POLAND

NOTIFICATIONS

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

connected with any foreign exchange transaction for a period of five years from the date the transaction occurred.

PORTUGAL

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

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

PUERTO RICO

There are no country specific provisions.

ROMANIA

NOTIFICATIONS

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

RUSSIA

TERMS AND CONDITIONS

Exercise of Options. This provision supplements Section 4 of the Agreement:

Depending on applicable restrictions then in effect, the Company has the sole discretion to postpone the vesting and/or the ability to exercise the Option, or to cancel such Option for no consideration. The Optionee understands that no shares of Common Stock will be issued upon exercise of the Option if the Company, in its sole discretion, determines that such issuance would not comply with applicable laws and regulations in Russia.

Securities Law Information. This Agreement, the Plan and all other materials that the Optionee may receive concerning the grant of the Option and the Optionee's participation in the Plan do not constitute

40

advertising or an offering of securities in Russia. The Common Stock to be issued upon exercise of the Option have not and will not be registered in Russia and, therefore, the Common Stock described in any Plan documents may not be offered or placed in public circulation in Russia. In no event will Common Stock to be issued upon exercise of the Option be delivered to the Optionee in Russia. All Common Stock acquired under the Plan will be maintained on the Optionee's behalf outside of Russia. The Optionee will not be permitted to sell Common Stock directly to a Russian legal entity or resident.

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

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

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

NOTIFICATIONS

Exchange Control Information. The Optionee is responsible for complying with any and all Russian foreign exchange control requirements in connection with the Option, any shares of Common Stock acquired and funds remitted into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. The foreign exchange control rules and regulations in Russia are subject to frequent change. The Optionee should contact their personal advisor to determine applicability of all repatriation, remittance or other exchange control requirements to ensure compliance with all applicable exchange control requirements prior to exercise of the Option and/or selling shares of Common Stock.

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

Foreign Asset/Account Reporting Information. Russian residents are required to report the opening, closing or change of details of any foreign brokerage account to the Russian tax authorities within one (1) month of opening, closing or change of details of such account. Russian residents are also required to submit an annual cash flow report for any such foreign brokerage account on or before June 1 of the following year. Reporting requirements were further revised effective August 11, 2020 to expand the reporting requirement to include financial assets (including Common Stock) transactions in offshore accounts. Non-compliance with the reporting obligations could impact the Employee's ability to vest, receive shares of Common Stock pursuant to the Option, maintain the account outside of Russia and participate in the Plan. The Optionee should consult with their personal legal advisor to determine the

applicability of these reporting requirements to any brokerage account opened in connection with participation in the Plan.

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

SERBIA

NOTIFICATIONS

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

SINGAPORE

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

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

SLOVAK REPUBLIC

There are no country specific provisions.

SLOVENIA

NOTIFICATIONS

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

SOUTH AFRICA

TERMS AND CONDITIONS

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

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

The Optionee acknowledges that he or she may have copies of the above documents sent to him or her, at no charge, on written request being mailed to Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. The telephone number at the executive offices is +1 847-943-4000.

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

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

Exchange Control Obligations. The Optionee is solely responsible for complying with applicable South African exchange control regulations. In particular, the Optionee may be required to obtain approval from the South African Reserve Bank for payments (including shares of Common Stock received pursuant to the Plan) that the Optionee receives into accounts based outside of South Africa (e.g., a U.S. brokerage account). Since the exchange control regulations change frequently and without notice, the Optionee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Optionee's responsibility to comply with South African exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

NOTIFICATIONS

Tax Clearance Certificate for Cash Exercises. If the Optionee exercises the Option by a cash purchase exercise, the Optionee is required to obtain and provide to the Employer, or any third party designated by the Employer or the Company, a Tax Clearance Certificate (with respect to Foreign Investments) bearing the official stamp and signature of the Exchange Control Department of the South African Revenue Service ("SARS"). The Optionee must renew this Tax Clearance Certificate each twelve (12) months or in such other period as may be required by the SARS.

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

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

SOUTH KOREA

NOTIFICATIONS

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

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

SPAIN

TERMS AND CONDITIONS

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

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

The Optionee understands and agrees that, as a condition of the grant of the Option, except as provided for in paragraph 2 of the Agreement, the termination of the Optionee's employment for any reason (including for the reasons listed below) will automatically result in the loss of the Option that may have been granted to the Optionee and that have not vested on the date of termination.

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

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

NOTIFICATIONS

Securities Law Information. No "offer of securities to the public", as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) has not

been nor will it be registered with the Comisión Nacional del Mercado de Valores, and does not constitute a public offering prospectus.

Exchange Control Information. If the Optionee holds 10% or more of the Company's share capital, the Optionee must declare the acquisition, ownership and disposition of shares of Common Stock to the Spanish *Dirección General de Comercio e Inversiones* (the "<u>DGCI</u>") of the Ministry of Economy and Competitiveness. The declaration (via Form 6) must be made in January for shares of Common Stock acquired or disposed of during the prior calendar year and/or for shares of Common Stock owned as of December 31 of the prior calendar year; provided, if the value of the shares of Common Stock acquired or sold exceeds €1,502,530, the declaration must be filed within one month of the acquisition or disposition of the shares of Common Stock, as applicable.

In addition, the Optionee may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to the Optionee by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

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

SWAZILAND

There are no country specific provisions.

SWEDEN

TERMS AND CONDITIONS

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

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in paragraph 4 of the Agreement, by accepting the Option, the Optionee authorizes the Company and/or the Employer to withhold Option Shares or to sell Option Shares otherwise deliverable to the Optionee upon exercise to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

SWITZERLAND

NOTIFICATIONS

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

TAIWAN

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

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

THAILAND

TERMS AND CONDITIONS

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

NOTIFICATIONS

Exchange Control Information. If the proceeds from the sale of shares of Common Stock are equal to or greater than US\$1,000,000 in a single transaction, the Optionee must repatriate all cash proceeds to Thailand immediately following the receipt of the cash proceeds and then either convert such proceeds to Thai Baht or deposit the proceeds into a foreign currency account opened with a commercial bank in Thailand within 360 days of repatriation. In addition, the Optionee must provide details of the transaction (*i.e.*, identification information and purposes of the transaction) to the receiving bank. If the Optionee fails to comply with these obligations, the Optionee may be subject to penalties assessed by the Bank of Thailand.

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

TÜRKIYE

NOTIFICATIONS

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

Exchange Control Information. The Optionee may be required to engage a Turkish financial intermediary to assist with the cash exercise of an Option or the sale of shares of Common Stock acquired under the Plan. To the extent a Turkish financial intermediary is required in connection with the Option exercise or the sale of any shares of Common Stock acquired upon exercise of the Option, the Optionee is solely responsible for engaging such Turkish financial intermediary. The Optionee should consult his or her personal legal advisor prior to the exercise of Options or any sale of shares of Common Stock to ensure compliance with the current requirements.

UNITED ARAB EMIRATES

NOTIFICATIONS

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

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

UNITED KINGDOM ("U.K.")

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

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

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

Notwithstanding the foregoing, if the Optionee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Optionee understands that he or she may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by the Optionee, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to the Optionee on which additional income tax and National Insurance Contributions ("NICs") may be payable. The Optionee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Optionee by any of the means referred to in paragraph 4 of the Agreement.

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

UNITED STATES

TERMS AND CONDITIONS

Data Privacy Terms. This provision supplements paragraph 13 of the Agreement:

The Company does not sell the Optionee's Personal Data or share it for cross-context behavioral advertising. If the Optionee would like a copy of the Company's privacy policy, please contact a local human resources representative.

NOTIFICATIONS

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

Foreign Asset/Accounting Reporting Information. If the Optionee holds assets (*i.e.*, Option or Common Stock) or other financial assets in an account outside the United States and the aggregate

amount of said assets is US\$10,000 or more, the Optionee is required to submit a report of Foreign Bank and Financial Account with the United States Internal Revenue Service by June 30 of the year following the year in which the assets in the Optionee's account meet the US\$10,000 threshold.

URUGUAY

TERMS AND CONDITIONS

Data Privacy Consent. The Optionee understands that the Data will be collected by the Company and will be transferred to the Company at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. and/or any financial institutions or brokers involved in the management and administration of the Plan. The Optionee further understands that any of these entities may store the Data for purposes of administering the Optionee's participation in the Plan.

VENEZUELA

TERMS AND CONDITIONS

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

Exchange Control Information. Exchange control restrictions may limit the ability to exercise the Option or remit funds into Venezuela following the receipt of the cash payment upon the cashless exercise of the Option or cash proceeds from the sale of shares of Common Stock acquired under the Plan. The Company reserves the right to further restrict the exercise of the Option or to amend or cancel the Option at any time in order to comply with the applicable exchange control laws in Venezuela. The Optionee is responsible for complying with exchange control laws in Venezuela and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Optionee's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, the Optionee should consult with his or her personal legal advisor before accepting the Option to ensure compliance with current regulations.

NOTIFICATIONS

Securities Law Information. The Option granted under the Plan and the shares of Common Stock issued under the Plan are offered as a personal, private, exclusive transaction and are not subject to Venezuelan government securities regulations. The Option granted under the Plan does not qualify as a public offering under the laws of the Bolivarian Republic of Venezuela and, therefore, it is not required to request the previous authorization of the National Superintendent of Securities.

VIETNAM

TERMS AND CONDITIONS

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

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

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

NON-QUALIFIED GLOBAL STOCK OPTION AGREEMENT

MONDELĒZ INTERNATIONAL, INC., a Virginia corporation (the "Company"), hereby grants to the employee (the "Optionee") identified in the award statement provided to the Optionee (the "Award Statement") under the Mondelēz International, Inc. 2024 Performance Incentive Plan, as may be amended from time to time (the "Plan") non-qualified stock options (the "Option"). The Option entitles the Optionee to exercise options for up to the aggregate number of shares set forth in the Award Statement (the "Option Shares") of the Company's Common Stock, at the price per share set forth in the Award Statement (the "Grant Price"). Capitalized terms not otherwise defined in this Non-Qualified Global Stock Option Agreement (this "Agreement") shall have the same meaning as defined under the Plan. All references to action of or approval by the Committee shall be deemed to include action of or approval by any other person(s) to whom the Committee has delegated authority to act.

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

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

- 1. <u>Vesting</u>. Except as expressly provided in this Agreement, this Option may not be exercised before the vesting requirements ("<u>Vesting Requirements</u>") set forth in the schedule to the Award Statement (the "<u>Schedule</u>") have been satisfied.
- 2. <u>Vesting Upon Termination of Employment</u>. Unless determined otherwise by the Committee or except as expressly provided in this Agreement, if the Optionee terminates employment with the Mondelez Group before satisfying the Vesting Requirements, this Option will not be exercisable. If the Optionee terminates employment with the Mondelez Group before satisfying the Vesting Requirements due to:
- (a) the Optionee's death or Disability (as defined below in paragraph 15), then this Option will become immediately exercisable for 100% of the Option Shares identified in the Award Statement; or
- (b) the Optionee's Retirement (as defined below in paragraph 15) occurring at least 180 days after the date of grant ("Grant Date") of the Option, or as otherwise determined by the Committee, and provided the Option is not otherwise accounted for, or included in, the Optionee's severance or retirement arrangement with the Mondelēz Group and the Optionee timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion, then this Option will continue to vest and become exercisable as identified on the Schedule as if the Optionee's employment had not terminated.
- 3. Exercisability Upon Termination of Employment from the Mondelez Group. During the period commencing on the first date that the Vesting Requirements are satisfied (or, such earlier date determined in accordance with paragraph 2) until the close of the market on the expiration date set forth in the Schedule ("Expiration Date") (or if the market is closed on such date, the close of the market on the last

date the market is open prior to the Expiration Date), this Option may be exercised in whole or in part with respect to such Option Shares, subject to the following provisions:

- (a) In the event that the Optionee's employment terminates by reason of Retirement, death or Disability, such Option may be exercised on or prior to the Expiration Date;
- (b) If employment is terminated by the Optionee (other than by Retirement, death or Disability), such Option may be exercised until the close of the market 90 days from the effective date of termination (the "90-Day Period") (or if the market is closed on such date, the close of the market on the last date the market is open prior to the expiration of the 90-Day Period);
- (c) If, other than by death, Disability or Retirement, the Optionee's employment is terminated by the Mondelēz Group without Cause for any reason (even if such termination constitutes unfair dismissal under the employment laws of the country where the Optionee resides or if the Optionee's termination is later determined to be invalid and/or his or her employment is reinstated) or in the event of any other termination of employment caused directly or indirectly by the Mondelēz Group, such Option may be exercised until the close of the market 12 months from the effective date of termination (the "12-Month Period") (or if the market is closed on such date, the close of the market on the last date the market is open prior to the expiration of the 12-Month Period); and
- (d) If the Optionee's employment is involuntarily suspended or terminated by the Mondelēz Group for Cause, the Option shall be forfeited.

No provision of this paragraph 3 shall permit the exercise of any Option after the Expiration Date. For purposes of this Agreement, the Optionee's employment shall be deemed to be terminated when he or she is no longer actively employed by the Mondelēz Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any). The Optionee shall not be considered actively employed during any period for which he or she is receiving, or is eligible to receive, salary continuation, notice period or garden leave payments, or other comparable benefits or through other such arrangements that may be entered into that give rise to separation or notice pay. The Committee shall have the exclusive discretion to determine when the Optionee is no longer actively employed for purposes of the Option. Unless otherwise determined by the Committee, leaves of absence shall not constitute a termination of employment for purposes of this Agreement. Notwithstanding the foregoing provisions and unless otherwise determined by the Company, this Option may only be exercised on a day that the Nasdaq Global Select Market (the "Exchange") is open. Accordingly, if the Expiration Date (or the expiration of the 90-Day Period and/or the 12-Month Period) is a day the Exchange is closed, the Expiration Date (or the expiration of the 90-Day Period and/or the 12-Month Period) shall be the immediately preceding day on which the Exchange is open.

- 4. Exercise of Option and Withholding Taxes. This Option may be exercised only in accordance with the procedures and limitations (including the country-specific terms set forth in Appendix A to this Agreement) set forth in this paragraph 4, the Company's Equity Grants Guide, as amended from time to time, or such other similar-type communication provided by the Company. Payment of the aggregate Grant Price shall be by any of the following, or a combination thereof:
 - (a) to the extent permitted by applicable law, by cash, check or cash equivalent;
 - (b) consideration received by the Company from a cashless exercise through a licensed securities broker acceptable to the Company;

- (c) if the Optionee is a U.S. taxpayer or if permitted by the Committee, by surrender of shares of Common Stock previously owned by the Optionee which meet the conditions established by the Committee; or
- (d) any other methods approved by the Committee and permitted by applicable laws.

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

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

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

The Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering statutory withholding rates or other applicable withholding rates, including minimum rates or maximum rates applicable in the Optionee's jurisdiction(s), in which case the Optionee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent shares of Common Stock or, if not refunded, the Optionee may be able to seek a refund from the applicable tax authorities. In the event of under-withholding, the Optionee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Optionee is deemed to have been issued the full number of Option Shares, notwithstanding that a number of the Option Shares are held back solely for the purpose of paying the Tax-Related Items and/or hypothetical taxes due as a result of any aspect of the Optionee's participation in the Plan.

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

6. Confidential Information.

- (a) The Optionee acknowledges by accepting any Grant under the Plan to not use or disclose the Mondelēz Group's trade secrets or Confidential Information known to the Optionee until any particular trade secret or Confidential Information becomes generally known (through no fault of the Optionee), whereupon the restriction on use and disclosure shall cease as to that item. For purposes of this agreement, "Confidential Information" includes, but is not limited to, certain sales, marketing, strategy, financial, product, personnel, manufacturing, technical and other proprietary information and material which are the property of the Mondelēz Group. The Optionee understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.
- (b) A main purpose of the Plan is to strengthen the alignment of long-term interests between optionees and the Mondelēz Group by providing an ownership interest in the Company, and to prevent former employees whose interests become adverse to the Company from maintaining that ownership interest. By acceptance of any Grant (including the Option) under the Plan, the Optionee acknowledges and agrees that if the Optionee breaches any of the covenants set forth in paragraph 6(a):
 - 1. all unvested Grants (including any unvested portion of the Option) shall be immediately forfeited;
 - 2. the Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, vested, unpaid or deferred Grants (including the vested but unexercised portion of the Option) at any time if the Optionee is not in compliance with all terms and conditions set forth in the Plan and this Agreement including, but not limited to, paragraph 6(a);
 - 3. the Optionee shall repay to the Mondelez Group the net proceeds of any exercise or Plan benefit that occurs at any time after the earlier of the following two dates: (i) the date twelve (12) months immediately preceding any such violation; or (ii) the date six (6) months prior to the Optionee's termination of employment with the Mondelez Group. The

Optionee shall repay to the Mondelēz Group the net proceeds in such a manner and on such terms and conditions as may be required by the Mondelēz Group, and the Mondelēz Group shall be entitled to set-off against the amount of any such net proceeds any amount owed to the Optionee by the Mondelēz Group, in a way that is intended to avoid the application of penalties under Section 409A of the Code, if applicable, or other applicable law. For purposes of this paragraph, net proceeds shall mean the difference between the Fair Market Value of the shares of Common Stock and the Grant Price less any Tax-Related Items; and

- 4. the Mondelēz Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security as the Optionee acknowledges that such breach would cause the Mondelēz Group to suffer irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.
- (c) If any provision contained in this paragraph 6 shall for any reason, whether by application of existing law or law which may develop after the Optionee's acceptance of a Grant under the Plan be determined by a court of competent jurisdiction to be overly broad as to scope of activity, duration or territory, the Optionee agrees to join the Mondelez Group in requesting such court to construe such provision by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.
- (d) Notwithstanding the foregoing, no section of this Agreement is intended to or shall limit, prevent, impede or interfere with the Optionee's non-waivable right, without prior notice to the Company, to provide information to, participate in investigations by or testify in proceedings before any federal, state or local government subdivision or agency, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, U.S. Department of Justice, the U.S. Congress, or any agency Inspector General, regarding the Mondelēz Group's past or future conduct, or to engage in any activities protected under applicable whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Optionee does not need prior authorization from the Mondelēz Group to make any such reports or disclosures and is not required to notify the Mondelēz Group that the Optionee has made such reports or disclosures.
- (e) The Optionee is hereby advised in writing to consult with an attorney before entering into the covenants outlined in this Section 6. The Optionee acknowledges that prior to acceptance of this Agreement, the Optionee has been advised by the Company of the Optionee's right to seek independent advice from an attorney of the Optionee's own selection regarding this Agreement, including the restraints imposed upon him or her pursuant to this Section 6. The Optionee acknowledges that they have entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Optionee further represents that in entering into this Agreement, the Optionee is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Optionee is relying only upon their own judgment and any advice provided by the Optionee's attorney. The Optionee acknowledges he or she has been provided at minimum

14 calendar days to review the provisions contained herein but may voluntarily waive this period and sign prior to the 14 calendar day period lapsing.

- (f) For purposes of this Section 6, the Company and any member of the Mondelez Group shall be deemed to be third-party beneficiaries with the right to seek enforcement of any of the provisions of this Section 6. Further, for purposes of this Section 6, references to acting directly or indirectly include acting jointly with or through another person.
- 7. <u>Clawback Policy/Forfeiture</u>. The Optionee understands and agrees that in the Committee's sole discretion, the Company may cancel all or part of the Option or require repayment by the Optionee to the Company of all or part of any cash payment or shares of Common Stock acquired at exercise pursuant to any recovery, recoupment, clawback and/or other forfeiture policy maintained by the Company, including the Company's Dodd-Frank Clawback Policy, the Company's Compensation Recoupment Policy, and a violation of paragraph 6 above, from time to time. In addition, any payments or benefits the Optionee may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with the requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, rules promulgated by the Commission, any other applicable law or any securities exchange on which the Common Stock is listed or traded, as may be in effect from time to time. In connection with the enforcement of such clawback policies, the Optionee hereby expressly acknowledges and agrees that the Company shall have the right to reduce, cancel, or withhold against outstanding, unvested, vested, or future cash or equity-based compensation owed or due to the Optionee, to the maximum extent permitted under applicable law. No such recovery will be an event giving rise to a right to resign for Good Reason or be deemed a "constructive termination" (or any similar term) as such terms are used in any agreement between the Optionee and the Company or under any severance plans applicable to the Optionee.
- 8. <u>Transfer Restrictions</u>. Unless otherwise required by law, this Option is not transferable or assignable by the Optionee in any manner other than by will or the laws of descent and distribution applicable to the Optionee and is exercisable during the Optionee's lifetime only by the Optionee.
- 9. <u>Adjustments</u>. In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the Grant Date, the Board or the Committee shall make adjustments to the terms and provisions of this Grant (including, without limiting the generality of the foregoing, terms and provisions relating to the Grant Price and the number and kind of shares subject to this Option) as it deems appropriate including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of the Option, and to determine whether continued employment with any entity resulting from such transaction or event will or will not be treated as a continued employment with the Mondelēz Group, in each case, subject to any Board or Committee action specifically addressing any such adjustments, cash payments or continued employment treatment.
- 10. <u>Successors and Assigns</u>. Whenever the word "Optionee" is used herein under circumstances such that the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom this Option may be transferred pursuant to this Agreement, it shall be deemed to include such person or persons. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall be binding upon and inure to the benefit of any successors or assigns of the Company and any person or persons who shall acquire any rights hereunder in accordance with this Agreement, the Award Statement or the Plan.

- 11. Entire Agreement; Governing Law. The Award Statement, the Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except as provided in the Award Statement, the Plan or this Agreement or by means of a writing signed by the Company and the Optionee. Nothing in the Award Statement, the Plan and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Award Statement, the Plan and this Agreement are to be construed in accordance with and governed by the substantive laws of the Commonwealth of Virginia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the substantive laws of the Commonwealth of Virginia to the rights and duties of the parties. Unless otherwise provided in the Award Statement, the Plan or this Agreement, the Optionee is deemed to submit to the exclusive jurisdiction of the Commonwealth of Virginia, U.S.A., and agrees that such litigation shall be conducted in the courts of Henrico County, Virginia, or the federal courts for the United States for the Eastern District of Virginia.
- 12. <u>Grant Confers No Rights to Continued Employment Nature of the Grant</u>. Nothing contained in the Plan or this Agreement (including the country-specific terms set forth in Appendix A to this Agreement) shall give the Optionee the right to be retained in the employment of any member of the Mondelēz Group, affect the right of the Employer to terminate the Optionee's employment, or be interpreted as forming or amending an employment or service contract with any member of the Mondelēz Group. The adoption and maintenance of the Plan shall not constitute an inducement to, or condition of, the employment of the Optionee. Further, the Optionee acknowledges, understands and agrees that:
- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;
 - (c) all decisions with respect to future option or other Grants, if any, will be at the sole discretion of the Committee;
 - (d) the Optionee is voluntarily participating in the Plan;
- (e) the Option and the Option Shares subject to the Option, and the income and value of same, are not intended to replace any pension rights or compensation;
- (f) the Option and the Option Shares subject to the Option, and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payment, pension, retirement or welfare benefits or similar mandatory payments;
 - (g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted;
 - (h) if the underlying shares of Common Stock do not increase in value, the Option will have no value;

- (i) if the Optionee exercises the Option and obtains shares of Common Stock, the value of those shares of Common Stock acquired upon exercise may increase or decrease in value, even below the Grant Price;
- (j) unless otherwise agreed with the Company, the Option and the shares of Common Stock subject to the Option, and the income and value of same, are not granted as consideration for, or in connection with, the service the Optionee may provide as a director of any entity of the Mondelēz Group;
- (k) the Optionee understands and agrees that Optionee should consult with the Optionee's own personal tax, legal and financial advisors regarding the Optionee's participation in the Plan before taking any action related to the Plan and that the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Optionee's participation in the Plan, or the Optionee's acquisition or sale of the underlying shares of Common Stock;
- (l) the Option is designated as not constituting an Incentive Stock Option; this Agreement shall be interpreted and treated consistently with such designation;
- (m) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock;
- (n) the Option and the shares of Common Stock subject to the Option, and the income and value of same, are not part of Optionee's normal or expected compensation or salary for any purpose;
- (o) neither the Company, the Employer nor any member of the Mondelēz Group shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the United States Dollar that may affect the value of the Option or any shares of Common Stock delivered to the Optionee upon exercise of the Option or of any proceeds resulting from the Optionee's sale of such shares; and
- (p) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option or the recoupment of any shares of Common Stock acquired under the Plan resulting from (a) the termination of the Optionee's employment or other service relationship by the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of any employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any); and/or (b) the application of any recoupment policy or any recovery or clawback policy otherwise required by law.
- 13. <u>Data Privacy</u>. The Optionee explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Agreement and any other Option grant materials ("<u>Data</u>") by and among the Mondelēz Group for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.

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

outstanding in the Optionee's favor, for the exclusive purpose of implementing, administering and managing the Plan.

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

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

14. <u>Interpretation</u>. The terms and provisions of the Plan (a copy of which will be made available online or furnished to the Optionee upon written request to the Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A.) are incorporated herein by reference. To the extent any provision in the Award Statement or this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. The Committee

shall have the right to resolve all questions that may arise in connection with the Grant or this Agreement, including whether an Optionee is no longer actively employed, and any interpretation, determination or other action made or taken by the Committee regarding the Plan or this Agreement shall be final, binding and conclusive.

15. <u>Miscellaneous Definitions</u>. For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan and the term "<u>Retirement</u>" means, unless otherwise determined by the Committee in its sole discretion, the termination of employment on or after either (i) the date the Optionee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group or (ii) the date the Optionee is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelēz Group.

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

- 16. <u>Language</u>. The Optionee acknowledges that he or she is sufficiently proficient in English, or, alternatively, the Optionee acknowledges that he or she will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if this Agreement or any other document related to the Plan is translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control, unless otherwise required by applicable law.
- 17. Compliance With Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any Option Shares issuable upon exercise of the Option prior to the completion of any registration or qualification of the Option Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Optionee understands that the Company is under no obligation to register or qualify the Option Shares with the Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Optionee agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without the Optionee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.
- 18. <u>Notices</u>. Any notice required or permitted hereunder shall be (i) given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party or (ii) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and shall be deemed effectively given upon such

delivery. Any documents required to be given or delivered to the Optionee related to current or future participation in the Plan may also be delivered through electronic means as described in paragraph 19 below.

- 19. <u>Electronic Delivery and Acceptance</u>. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- 20. <u>Agreement Severable</u>. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.
- 21. <u>Headings</u>. Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.
- 22. <u>Imposition of Other Requirements</u>. The Company reserves the right to impose other requirements on the Optionee's participation in the Plan, on the Option and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
- 23. Insider Trading/Market Abuse Laws. The Optionee may be subject to insider trading and/or market abuse laws which may affect the Optionee's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to such shares (e.g., Options) or rights linked to the value of shares of Common Stock under the Plan during such times as the Optionee is considered to have "material nonpublic information" or "insider information" regarding the Company (as defined by the laws or regulations in the relevant jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Optionee places before the Optionee possessed inside information. Furthermore, the Optionee could be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. The Optionee acknowledges that it is his or her responsibility to comply with any applicable restrictions, and that the Optionee should speak to his or her personal advisor on this matter.
- 24. Exchange Control Tax and Foreign Asset/Account Reporting Requirements. The Optionee acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Optionee's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock acquired under the Plan) in a brokerage, bank account or legal entity outside the Optionee's country. The Optionee may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. The Optionee also may be required to repatriate sale proceeds or other funds received as a result of the Optionee's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. In addition, the Optionee agrees to take any and all actions required by the Company, any other entity in the

Mondelēz Group or the local laws, rules and regulations in the Optionee's country of residence (and country of employment, if different) that may be required to comply with such laws, rules and regulations. The Optionee acknowledges that it is the Optionee's responsibility to be compliant with such regulations, and the Optionee should consult his or her personal legal advisor for any details.

- 25. <u>Appendix</u>. Notwithstanding any provisions in this Agreement, the Option shall be subject to any terms set forth in the Appendix to this Agreement for the Optionee's country. Moreover, if the Optionee relocates to one of the countries included in the Appendix, the terms for such country will apply to the Optionee, to the extent the Company determines that the application of such terms is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.
- 26. <u>Waiver</u>. The Optionee acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Optionee or any other participant of the Plan.
- 27. <u>Conformity to Securities Laws</u>. The Optionee acknowledges that the Award Statement, the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Commission, including, without limitation, Rule 16b-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Award Statement, the Plan and this Agreement shall be administered, and the Option is granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Award Statement, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

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

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

MONDELĒZ INTERNATIONAL, INC.

/s/ Laura Stein

Laura Stein
Executive Vice President,
Corporate & Legal Affairs, General Counsel and Corporate Secretary

APPENDIX A

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

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

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

This Appendix A also includes information regarding securities, exchange control and certain other issues of which the Optionee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2024. Such laws are often complex and change frequently. As a result, the Optionee should not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Optionee exercises the Option or sells shares of Common Stock acquired under the Plan.

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

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

EUROPEAN UNION / EUROPEAN ECONOMIC AREA, SWITZERLAND AND THE UNITED KINGDOM

TERMS AND CONDITIONS

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

If the Optionee is based in the European Union ("EU"), the European Economic Area, Switzerland or the United Kingdom, the Optionee should note that Mondelēz International, Inc., with registered address at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. is the controller responsible for the processing of the Optionee's Personal Data (as defined below) in connection with the Agreement and the Plan.

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

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

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

The Optionee may request a copy of the safeguards used to protect his or her Personal Data or the names and addresses of any potential recipients of Personal Data by contacting the Company at <u>DataProtectionOfficeMEU@mdlz.com</u>.

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

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

ARGENTINA

TERMS AND CONDITIONS

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

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

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

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

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

NOTIFICATIONS

Securities Law Information. Neither the Option nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores*, "*CNV*").

Neither this Agreement nor any other offering material related to the Option nor the underlying shares of Common Stock may be utilized in connection with any general offering to the public in Argentina.

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

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

AUSTRALIA

TERMS AND CONDITIONS

Australian Offer Document. This offer is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). The Optionee's right to participate in the Plan and receive the grant of the Option under the Plan is subject to the terms and conditions as stated in the ESS Offer Document, the Plan and the Agreement. By accepting the grant of the Option, the Optionee acknowledges and confirms that the Optionee has received these documents.

NOTIFICATIONS

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

Tax Notification. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to conditions in the Act).

AUSTRIA

NOTIFICATIONS

Exchange Control Information. If the Optionee holds securities (including shares of Common Stock acquired under the Plan) or cash (including proceeds from the sale of shares of Common Stock) outside of Austria, he or she may be subject to reporting obligations to the Austrian National Bank. If the value of the shares of Common Stock meets or exceeds a certain threshold, the Optionee must report the securities held on a quarterly basis to the Austrian National Bank as of the last day of the quarter, on or before the 15th day of the month following the end of the calendar quarter. In all other cases, an annual reporting obligation applies and the report has to be filed as of December 31 on or before January 31 of the following year using the form P2. Where the cash amounts held outside of Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

If the Participant sells shares of Common Stock, or receives any cash dividends, the Optionee may have exchange control obligations if the Optionee holds the cash proceeds outside Austria. If the transaction volume of all the Optionee's accounts abroad meets or exceeds a certain threshold, the Optionee must

report to the Austrian National Bank the movements and balances of all accounts on a monthly basis, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BAHRAIN

NOTIFICATIONS

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

BELGIUM

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

Stock Exchange Tax Information. A stock exchange tax applies to transactions executed by Belgian residents through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax will apply when shares of Common Stock acquired upon exercise of the Options are sold.

Annual Securities Accounts Tax. An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., shares of Common Stock acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. Belgian residents should consult with their personal tax advisor regarding the new tax.

BRAZIL

TERMS AND CONDITIONS

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

Labor Law Acknowledgment. By accepting the Option, the Optionee understands, acknowledges and agrees that, for all legal purposes (i) the Optionee is making an investment decision and (ii) the value of the underlying shares of Common Stock are not fixed and may increase or decrease in value over the vesting period without compensation to the Optionee.

NOTIFICATIONS

Exchange Control Information. Individuals who are resident or domiciled in Brazil are generally required to submit an annual declaration of assets and rights held outside Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is greater than US\$1,000,000. If such amount is equal to or greater than US\$100,000,000, the referenced declaration must be submitted quarterly, in the month following the end of each quarter. Assets and rights to be included in this annual declaration include shares of Common Stock acquired under the Plan.

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

BULGARIA

NOTIFICATIONS

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

In addition, the Optionee will be required to file statistical forms with the Bulgarian national bank annually regarding his or her receivables in bank accounts abroad as well as securities held abroad (*e.g.*,

shares of Common Stock acquired under the Plan) if the total sum of all such receivables and securities equals or exceeds BGN50,000 as of the previous calendar year end. The reports are due by March 31.

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

CANADA

TERMS AND CONDITIONS

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

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

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

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

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Optionee's right to vest in the Option under the Plan, if any, will terminate effective as of the last day of the Optionee's minimum statutory notice period. The Optionee will not earn or be entitled to pro-rated vesting for that portion of time before the date on which the Optionee's right to vest terminates or if the vesting date falls after the end of the Optionee's statutory notice period, nor will the Optionee be entitled to any compensation for lost vesting.

The following provisions apply for Optionees resident in Quebec:

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

The Optionee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Optionee further authorizes the Mondelēz Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Optionee acknowledges and agrees that the Optionee's personal information, including sensitive personal information, may be transferred or disclosed outside of the Province of Quebec, including to the United States. The Optionee further

authorizes the Mondelez Group to record such information and to keep such information in his or her employee file. The Optionee also acknowledges and authorizes the Company and any subsidiary or affiliate or other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Optionee or the administration of the Plan.

Language. A French translation of the Plan and the Agreement can be made available to the Optionee as soon as reasonably practicable upon the Optionee's request. The Optionee understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

Une traduction française du Plan et du présent Contrat pourra êtremise à la disposition de Optionee dès que raisonnablement possible à la demande de l' Optionee. Le Optionee comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Compagnie traduira en français les documents relatifs à l'offre du Plan dès que raisonnablement possible.

NOTIFICATIONS

Non-Qualified Securities. All or a portion of the shares of Common Stock subject to the Option may be "non-qualified securities" within the meaning of the *Income Tax Act* (Canada). The Mondelez Group shall provide the Optionee with additional information and/or appropriate notification regarding the characterization of the Option for Canadian income tax purposes as may be required by the *Income Tax Act* (Canada) and the regulations thereunder.

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

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

CHINA

TERMS AND CONDITIONS

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

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

In the event that the Optionee is not required to sell shares of Common Stock immediately upon exercise, any shares of Common Stock issued to the Optionee must be maintained in an account with Morgan Stanley Smith Barney, LLC ("Morgan Stanley") or such other broker as may be designated by the Company until the shares of Common Stock are sold through that broker. If the Company changes its designated broker, the Optionee acknowledges and agrees that the Company may transfer any shares of Common Stock issued under the Plan to the new designated broker if necessary for legal or administrative reasons. The Optionee agrees to sign any documentation necessary to facilitate the transfer. In addition, the Optionee acknowledges and agrees that he or she must sell any shares of Common Stock issued upon exercise as soon as practicable following the termination of the Optionee's employment or other service relationship with the Mondelēz Group, or within any other such time frame as the Company determines to be necessary or advisable to comply with local requirements.

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

Exchange Control Restrictions. The Optionee understands and agrees that, due to exchange control laws in China, he or she will be required to immediately repatriate to China any cash proceeds from dividends and/or the cashless exercise of the Option. The Optionee further understands that, under local law, such repatriation of the cash proceeds will be effected through a special exchange control account established by a member of the Mondelēz Group and the Optionee hereby consents and agrees that any cash proceeds received in connection with the Plan will be transferred to such special account prior to being delivered to him or her. The proceeds may be paid in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Optionee acknowledges that he or she

will be required to set up a U.S. dollar bank account in China so that the proceeds may be delivered to this account. If the proceeds are converted to local currency, the Optionee acknowledges that the Mondelēz Group is under no obligation to secure any currency conversion rate and may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Optionee agrees to bear any currency fluctuation risk between the date the Option is exercised or dividends are paid and the time that (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and (ii) net proceeds are converted to local currency and distributed to the Optionee. The Optionee agrees to sign any agreements, forms and/or consents that may be requested by the Company or the Company's designated broker to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds.

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

NOTIFICATIONS

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

COLOMBIA

TERMS AND CONDITIONS

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

The Optionee acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Optionee's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amounts, subject to the limitations provided in Law 1393/2010.

NOTIFICATIONS

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia. An offer of shares of Common Stock to employees will not be considered a public offer provided that it meets the conditions set forth in Article 6.1.1.1.1 in Decree 2555, 2010.

Exchange Control Information. Colombian residents must register shares of Common Stock acquired under the Plan, regardless of value, with the Central Bank of Colombia (*Banco de la República*) as foreign investment held abroad. In addition, all payments relating to foreign investment originating in Colombia (*i.e.*, payment of the Grant Price by cash exercise) and the liquidation of such investments must be transferred through the Colombian foreign exchange market (*e.g.* local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (*declaración de cambio*). If the Optionee exercises the Option by way of a cashless method of exercise, filing the

appropriate foreign exchange form will not be required because no funds will be remitted out of Colombia. However, any sales proceeds related to shares of Common Stock acquired pursuant to cashless exercise must still be transferred through the Colombian foreign exchange market.

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

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

COSTA RICA

There are no country specific provisions.

CROATIA

NOTIFICATIONS

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

CZECH REPUBLIC

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

NOTIFICATIONS

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the Option and the opening and maintenance of a foreign account, including reporting (i) foreign direct investments with a value of CZK 2,500,000 or more in the aggregate or (ii) foreign financial assets with a value of CZK 200,000,000 or more. The Optionee should consult their personal legal advisor to ensure compliance with the applicable requirements.

DENMARK

TERMS AND CONDITIONS

24

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

NOTIFICATIONS

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

ECUADOR

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Individuals who are resident or domiciled in Ecuador are generally required to file an annual Net Worth Declaration with the Internal Revenue Service of Ecuador if the aggregate value of assets held by such individuals exceeds certain thresholds. Assets included in this annual declaration include shares of Common Stock acquired under the Plan. The Net Worth Declaration must be filed in May of the following year using the electronic form on the tax authorities' website (www.sri.gob.ec). Penalties will apply to a late filing and it is not possible to seek an extension.

In addition, Ecuadorian resident individuals are required to report on an annual basis, all monetary assets held in foreign financial entities in excess of US\$100,000. The Optionee should consult his or her legal or tax advisor to ensure compliance with all applicable reporting obligations.

EGYPT

NOTIFICATIONS

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

FINLAND

NOTIFICATIONS

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Optionee must check their pre-completed tax return to confirm that the ownership of shares of Common Stock and other securities (foreign or domestic) is correctly reported. If the Optionee finds any errors or omissions, the Optionee must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.

FRANCE

TERMS AND CONDITIONS

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

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

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

NOTIFICATIONS

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities is equal to or greater than a certain amount (currently $\in 10,000$).

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

GERMANY

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

NOTIFICATIONS

Exchange Control Information. Cross-border payments made or received in excess of €12,500 may need to be reported monthly by accessing the electronic General Statistics Reporting Portal ("Allgemeine Meldeportal Statistik") via the Bundesbank's website (www.bundesbank.de), or by such other method and within such other timing as permitted or required by Bundesbank. In addition, Participant may be required to report the acquisition of securities if the value of the securities acquired exceeds €12,500 to the Bundesbank via email or telephone.

Foreign Asset/Account Reporting Information. German residents holding Common Stock must notify their local tax office if the acquisition of Common Stock under the Plan leads to a so-called qualified participation at any point during the calendar year. A qualified participation is attained only in the unlikely event (i) the Optionee owns at least 1% of the Company and the value of the Common Stock acquired exceeds €150,000, or (ii) the Optionee holds Common Stock exceeding 10% of the total capital of the Company.

GHANA

There are no country specific provisions.

GREECE

NOTIFICATIONS

Exchange Control Information. If the Optionee exercises the Options through a cash exercise, withdraws funds from a bank in Greece and remits those funds out of Greece (in an amount exceeding a specified threshold), the Optionee may be required to submit a written application to the bank.

HONDURAS

There are no country specific provisions.

HONG KONG

TERMS AND CONDITIONS

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

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

HUNGARY

There are no country specific provisions.

INDIA

TERMS AND CONDITIONS

Cashless Sell-All Exercise Restriction. Notwithstanding anything to the contrary in the Agreement or the Plan, due to regulatory issues in India, the Optionee will be required to pay the Grant Price by a cashless exercise, such that the Optionee will deliver a properly executed notice together with irrevocable

instructions to a broker in a form acceptable to the Company providing for the assignment to the Company of the proceeds of a sale with respect to all of the Option Shares acquired upon the exercise of the Option pursuant to a program or procedure approved by the Company. The cash proceeds of sale, less the Grant Price, any Tax-Related Items and broker's fees or commissions, will be remitted to the Optionee. In the event of changes in regulatory requirements, the Company reserves the right to eliminate the cashless sell-all method of exercise requirement and, in its sole discretion, to permit cash exercise or cashless sell-to-cover exercises.

NOTIFICATIONS

Exchange Control Information. Indian residents are required to repatriate the cash proceeds received upon the sale of shares of Common Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Indian residents also are required to retain the foreign inward remittance certificate as evidence of repatriation. The Optionee is personally responsible for complying with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Optionee's failure to comply with applicable laws. The Optionee may also be required to provide information regarding funds received from participation in the Plan to the Company and/or the Employer to enable them to comply with their filing requirements under exchange control laws in India.

As exchange control regulations can change frequently and without notice, the Optionee should consult his or her personal tax or legal advisor before selling shares of Common Stock to ensure compliance with current regulations.

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

INDONESIA

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

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

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

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and shares of Common Stock acquired under the Plan) in their annual individual income tax return.

IRELAND

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "Disability" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

NOTIFICATIONS

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

ISRAEL

TERMS AND CONDITIONS

Method of Exercise. Notwithstanding anything to the contrary in the Agreement, the Optionee will be required to pay the Grant Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the Grant Price, any Tax-Related Items and

¹ A shadow director is an individual who is not on the board of the Irish Affiliate but who has sufficient control so that the board of directors acts in accordance with the "directions or instructions" of the individual.

broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Company reserves the right to provide the Optionee with additional methods of exercise depending on the development of local law.

NOTIFICATIONS

Securities Law Information. The offer of this option does not constitute a public offering under the Securities Law, 1968.

ITALY

TERMS AND CONDITIONS

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

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

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

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (e.g., cash, shares of Common Stock, Options) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not directly hold investments abroad or foreign financial assets (e.g., cash, shares of Common Stock, Options), are beneficial owners of the investment pursuant to Italian money laundering provisions.

Foreign Financial Assets Tax. The fair market value of any shares of Common Stock held outside Italy is subject to a foreign assets tax. The fair market value is considered to be the value of the shares of Common Stock on the Nasdaq Global Select Market on December 31 of each year or on the last day the

Optionee held the shares (in such case, or when the shares of Common Stock are acquired during the course of the year, the tax is levied in proportion to the actual days of holding over the calendar year). The Optionee should consult with his or her personal tax advisor about the foreign financial assets tax.

JAPAN

NOTIFICATIONS

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

In addition, if the Optionee pays more than \(\frac{4}{3}\)0,000,000 in a single transaction for the purchase of Shares of Common Stock when the Optionee exercises the Option, the Optionee must file a Payment Report with the Ministry of Finance through the Bank of Japan by the 20th day of the month following the month in which the payment was made. The precise reporting requirements vary depending on whether or not the relevant payment is made through a bank in Japan.

A Payment Report is required independently from a Securities Acquisition Report. Therefore, if the total amount that the Optionee pays upon a one-time transaction for exercising the Option and purchasing shares exceeds \(\frac{1}{2}\)100,000,000, then the Optionee must file both a Payment Report and a Securities Acquisition Report.

Foreign Asset/Account Reporting Information. The Optionee will be required to report details of any assets held outside Japan as of December 31st (including any shares of Common Stock acquired under the Plan) to the extent such assets have a total net fair market value exceeding \(\frac{4}{50}\),000,000. Such report will be due by March 15th each year. The Optionee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Optionee and whether the Optionee will be required to include details of any outstanding Option, shares of Common Stock or cash held by the Optionee in the report.

KAZAKHSTAN

NOTIFICATIONS

Securities Law Notification. This offer is addressed only to certain eligible employees in the form of the shares of Common Stock to be issued by the Company. Neither the Plan nor the Agreement has been approved, nor do they need to be approved, by the National Bank of Kazakhstan. This offer is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

Exchange Control Information. Residents of Kazakhstan may be required to notify the National Bank of Kazakhstan when they acquire shares of Common Stock under the Plan if the value of such shares of Common Stock exceeds US\$100,000.

Please note that the exchange control regulations in Kazakhstan are subject to change. The Optionee should consult with their personal legal advisor regarding any exchange control obligations that the Optionee may have prior to exercising the option or receiving proceeds from the sale of shares of

Common Stock acquired under the Plan. The Optionee is responsible for ensuring compliance with all exchange control laws in Kazakhstan.

KENYA

NOTIFICATIONS

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

LEBANON

NOTIFICATIONS

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

LITHUANIA

There are no country specific provisions.

MALAYSIA

TERMS AND CONDITIONS

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

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

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

The Optionee understands that Data will be transferred to Morgan Stanley Smith Barney, LLC ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Optionee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that the Optionee may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative at Mondelez Malaysia Sales Sdn Bhd., Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. The Optionee authorizes the Company, Morgan Stanley and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that the Optionee may, at any

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

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

Penerima Opsyen memahami bahawa Data tersebut akan dipindahkan ke Morgan Stanley Smith Barney, LLC ("Morgan Stanley") atau pembekal perkhidmatan pelan saham lain yang mungkin dipilih oleh Syarikat pada masa hadapan, yang membantu Syarikat melaksanakan, mentadbir dan menguruskan Pelan tersebut, Penerima Opsyen memahami bahawa Data juga mungkin dipindahkan kepada firma akauntansi awam berdaftar bebas Syarikat, PricewaterhouseCoopers LLP, atau firma akauntansi berdaftar lain yang mungkin digunakan oleh Syarikat pada masa hadapan. Penerima Opsyen turut memahami bahawa penerima Data mungkin berada di Amerika Syarikat atau negara lain dan negara asal penerima Data (contohnya, Amerika Syarikat) mungkin mempunyai undang-undang data peribadi serta perlindungan yang berbeza daripada negara asal Penerima Opsyen. Penerima Opsyen memahami bahawa Penerima Opsyen boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Penerima Opsyen di Mondelez Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. Penerima Opsyen dengan ini membenarkan Syarikat, Morgan Stanley serta mana-mana penerima data yang mungkin menerima Data yang mungkin membantu pihak Syarikat (sekarang atau pada masa hadapan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, mempunya, mengguna, menyimpan serta memindah Data tersebut dalam bentuk elektronik atau lain-lain, bagi tujuan tunggal untuk melaksana, mentadbir dan mengurus penyertaan Penerima Opsyen dalam Pelan. Penerima Opsyen memahami bahawa Data hanya akan disimpan untuk tempoh yang perlu bagi melaksanakan, mentadbir, dan menguruskan penyertaan Penerima Opsyen dalam Pelan. Penerima Opsyen memahami bahawa Penerima Opsyen boleh pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pindaan-pindaan pemprosesan Data, meminta bahawa dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes tanpa sebarang kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya. Selanjutnya, Penerima Opsyen memahami bahawa time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Optionee's local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only consequence of refusing or withdrawing the Optionee's consent is that the Company would not be able to grant the Optionee an option or other equity awards or administer or maintain such awards. The Optionee also understands that the Company has no obligation to substitute other forms of awards or compensation in lieu of the option as a consequence of the Optionee's refusal or withdrawal of his or her consent. Therefore, the Optionee understands that refusing or withdrawing his or her consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

Penerima Opsyen memberikan persetujuan di sini secara sukarela. Jikalau, Penerima Opsyen tidak bersetuju, atau sekiranaya Penerima Opsyen kemudiannya membatalkan persetujuannya, status pekerjaan atau perkhidmatan dan kerjaya Penerima Opsyen dengan Majikan tidak akan terjejas; satu-satunya akibat jika Penerima Opsyen tidak bersetuju atau menarik balik persetujuan Penerima Opsyen adalah bahawa Syarikat tidak akan dapat memberikan opsyen atau anugerah-anugerah ekuiti yang lain kepada Penerima Opsyen atau mentadbir atau mengekalkan anugerah tersebut. Penerima Opsyen turut memahami bahawa pihak Syarikat tidak mempunyai sebarang kewajiban untuk menggantikan bentuk anugerah yang lain atau memberikan sebarang bentuk kompensasi sebagai pengganti opsyen disebabkan keengganan atau penarikan balik persetujuan Penerima Opsyen. Oleh kerana itu, Penerima Opsyen memahami bahawa keengganan atau penarikan balik persetujuan Penerima Opsyen boleh menjejaskan keupayaan Penerima Opsyen untuk mengambil bahagian dalam Pelan. Untuk maklumat lanjut mengenai akibat keengganan Penerima Opsyen untuk memberikan keizinan atau penarikan balik keizinan, Penerima Opsyen memahami bahawa Penerima Opsyen boleh menghubungi wakil sumber manusia tempatannya.

NOTIFICATIONS

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

MEXICO

TERMS AND CONDITIONS

Labor Law Policy. In accepting the grant of the Option, the Optionee expressly recognizes that Mondelēz International, Inc., with registered offices at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., is solely responsible for the administration of the Plan and that the Optionee's participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Optionee and Mondelēz International, Inc. since the Optionee is participating in the Plan on a wholly commercial basis and his or her sole Employer is Mondelēz México, S. de R.L. de C.V., located at Av. 18 de Noviembre 1028, Camino a Manzanilla, Heroica Puebla de Zaragoza, Puebla, C.P. 72304. Based on the foregoing, the Optionee expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Optionee and the Employer, Mondelēz México, S. de R.L. de C.V., and do not form part of the employment conditions and/or benefits provided by Mondelēz México, S. de R.L. de C.V., and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Optionee's employment.

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

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

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

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

TÉRMINOS Y CONDICIONES

Política Laboral. Al aceptar el otorgamiento de la Opción de Compra de Acciones, el Optionee expresamente reconoce que Mondelēz International, Inc., con domicilio registrado ubicado en 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., es la única responsable por la administración del Plan y que la participación del Optionee en el Plan y en su caso la adquisición de Acciones no constituyen ni podrán interpretarse como una relación de trabajo entre el Optionee y Mondelēz International, Inc., ya que el Optionee participa en el Plan en un marco totalmente comercial y su único Patrón lo es Mondelēz México, S. de R.L. de C.V. con domicilio en Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Derivado de lo anterior, el Optionee expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Optionee y el Patrón, Mondelēz México, S. de R.L. de C.V. y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Mondelēz México, S. de R.L. de C.V. y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Optionee.

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

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

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

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

NOTIFICATIONS

Securities Law Information. The Option and the shares of Common Stock offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Option may not be publicly distributed in Mexico. These materials are addressed to the Optionee only because of the Optionee's existing relationship with the Company Group and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Mondelēz México, S. de R.L. de C.V. made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

MOROCCO

TERMS AND CONDITIONS

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

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

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

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

NETHERLANDS

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

NEW ZEALAND

NOTIFICATIONS

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

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

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

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

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

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

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

NIGERIA

There are no country specific provisions.

NORWAY

NOTIFICATIONS

Exchange Control Information. In general, Norwegian residents should not be subject to any foreign exchange requirements in connection with the acquisition or sale of shares of Common Stock under the Plan, except normal reporting requirements to the Norwegian Currency Registry. If the transfer of funds into or out of Norway is made through a Norwegian bank, the bank will make the registration.

PAKISTAN

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

PANAMA

NOTIFICATIONS

Securities Law Information. Neither the Options nor any shares of Common Stock that the Employee may acquire upon exercise of the Options constitute a public offering of securities, as they are available only to eligible employees of the Mondelēz Group.

PERU

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

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

PHILIPPINES

TERMS AND CONDITIONS

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

POLAND

NOTIFICATIONS

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

PORTUGAL

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

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

PUERTO RICO

There are no country specific provisions.

ROMANIA

NOTIFICATIONS

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

RUSSIA

TERMS AND CONDITIONS

Exercise of Options. This provision supplements Section 4 of the Agreement:

Depending on applicable restrictions then in effect, the Company has the sole discretion to postpone the vesting and/or the ability to exercise the Option, or to cancel such Option for no consideration. The Optionee understands that no shares of Common Stock will be issued upon exercise of the Option if the Company, in its sole discretion, determines that such issuance would not comply with applicable laws and regulations in Russia.

Securities Law Information. This Agreement, the Plan and all other materials that the Optionee may receive concerning the grant of the Option and the Optionee's participation in the Plan do not constitute advertising or an offering of securities in Russia. The Common Stock to be issued upon exercise of the Option have not and will not be registered in Russia and, therefore, the Common Stock described in any Plan documents may not be offered or placed in public circulation in Russia. In no event will Common Stock to be issued upon exercise of the Option be delivered to the Optionee in Russia. All Common Stock acquired under the Plan will be maintained on the Optionee's behalf outside of Russia. The Optionee will not be permitted to sell Common Stock directly to a Russian legal entity or resident.

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

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

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

NOTIFICATIONS

Exchange Control Information. The Optionee is responsible for complying with any and all Russian foreign exchange control requirements in connection with the Option, any shares of Common Stock acquired and funds remitted into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. The foreign exchange control rules and regulations in Russia are subject to frequent change. The Optionee should contact their personal advisor to determine applicability of all repatriation, remittance or other exchange control requirements to ensure compliance with all applicable exchange control requirements prior to exercise of the Option and/or selling shares of Common Stock.

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

Foreign Asset/Account Reporting Information. Russian residents are required to report the opening, closing or change of details of any foreign brokerage account to the Russian tax authorities within one (1) month of opening, closing or change of details of such account. Russian residents are also required to submit an annual cash flow report for any such foreign brokerage account on or before June 1 of the following year. Reporting requirements were further revised effective August 11, 2020 to expand the reporting requirement to include financial assets (including Common Stock) transactions in offshore accounts. Non-compliance with the reporting obligations could impact the Employee's ability to vest, receive shares of Common Stock pursuant to the Option, maintain the account outside of Russia and participate in the Plan. The Optionee should consult with their personal legal advisor to determine the applicability of these reporting requirements to any brokerage account opened in connection with participation in the Plan.

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

SERBIA

NOTIFICATIONS

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

SINGAPORE

TERMS AND CONDITIONS

Sale Restriction. The Optionee agrees that any shares of Common Stock acquired pursuant to the Option will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than

section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"), or pursuant to, and in accordance with the conditions of, any applicable provisions of the SFA.

NOTIFICATIONS

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

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

SLOVAK REPUBLIC

There are no country specific provisions.

SLOVENIA

NOTIFICATIONS

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

SOUTH AFRICA

TERMS AND CONDITIONS

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

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

The Optionee acknowledges that he or she may have copies of the above documents sent to him or her, at no charge, on written request being mailed to Corporate Secretary, Mondelēz International, Inc., 905

42

West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. The telephone number at the executive offices is +1 847-943-4000.

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

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

Exchange Control Obligations. The Optionee is solely responsible for complying with applicable South African exchange control regulations. In particular, the Optionee may be required to obtain approval from the South African Reserve Bank for payments (including shares of Common Stock received pursuant to the Plan) that the Optionee receives into accounts based outside of South Africa (e.g., a U.S. brokerage account). Since the exchange control regulations change frequently and without notice, the Optionee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Optionee's responsibility to comply with South African exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

NOTIFICATIONS

Tax Clearance Certificate for Cash Exercises. If the Optionee exercises the Option by a cash purchase exercise, the Optionee is required to obtain and provide to the Employer, or any third party designated by the Employer or the Company, a Tax Clearance Certificate (with respect to Foreign Investments) bearing the official stamp and signature of the Exchange Control Department of the South African Revenue Service ("SARS"). The Optionee must renew this Tax Clearance Certificate each twelve (12) months or in such other period as may be required by the SARS.

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

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

SOUTH KOREA

NOTIFICATIONS

Exchange Control Information. If the Optionee remits funds out of South Korea to pay the Grant Price for Options, the remittance of funds must be confirmed by a foreign exchange bank in South Korea. This

confirmation is not necessary if the Optionee pays the Grant Price through an arrangement with a broker approved by the Company whereby payment of the Grant Price is accomplished with the proceeds of the sale of shares of Common Stock, because in this case there is no remittance of funds out of South Korea.

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

SPAIN

TERMS AND CONDITIONS

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

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

The Optionee understands and agrees that, as a condition of the grant of the Option, except as provided for in paragraph 2 of the Agreement, the termination of the Optionee's employment for any reason (including for the reasons listed below) will automatically result in the loss of the Option that may have been granted to the Optionee and that have not vested on the date of termination.

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

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

unpredictable. In addition, the Optionee understands that the grant of the Option would not be made to the Optionee but for the assumptions and conditions referred to above; thus, the Optionee acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant to the Optionee of the Option shall be null and void.

NOTIFICATIONS

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

Exchange Control Information. If the Optionee holds 10% or more of the Company's share capital, the Optionee must declare the acquisition, ownership and disposition of shares of Common Stock to the Spanish *Dirección General de Comercio e Inversiones* (the "<u>DGCI</u>") of the Ministry of Economy and Competitiveness. The declaration (via Form 6) must be made in January for shares of Common Stock acquired or disposed of during the prior calendar year and/or for shares of Common Stock owned as of December 31 of the prior calendar year; provided, if the value of the shares of Common Stock acquired or sold exceeds €1,502,530, the declaration must be filed within one month of the acquisition or disposition of the shares of Common Stock, as applicable.

In addition, the Optionee may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to the Optionee by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

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

SWAZILAND

There are no country specific provisions.

SWEDEN

TERMS AND CONDITIONS

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

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in paragraph 4 of the Agreement, by accepting the Option, the Optionee authorizes the Company and/or the Employer to withhold Option Shares or to sell Option Shares otherwise deliverable to the Optionee upon exercise to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

SWITZERLAND

NOTIFICATIONS

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

TAIWAN

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

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

THAILAND

TERMS AND CONDITIONS

Cashless Exercise Restriction. Notwithstanding anything to the contrary in the Agreement, due to regulatory requirements in Thailand, the Optionee will be required to pay the Grant Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all shares of Common

Stock subject to the exercised Option will be sold immediately upon exercise and the proceeds of sale, less the Grant Price, any Tax-Related Items and broker's fees or commissions, will be remitted to the Optionee in accordance with any applicable laws and regulations. The Company reserves the right to provide the Optionee with additional methods of exercise depending on the development of local law.

NOTIFICATIONS

Exchange Control Information. If the proceeds from the sale of shares of Common Stock are equal to or greater than US\$1,000,000 in a single transaction, the Optionee must repatriate all cash proceeds to Thailand immediately following the receipt of the cash proceeds and then either convert such proceeds to Thailand or deposit the proceeds into a foreign currency account opened with a commercial bank in Thailand within 360 days of repatriation. In addition, the Optionee must provide details of the transaction (*i.e.*, identification information and purposes of the transaction) to the receiving bank. If the Optionee fails to comply with these obligations, the Optionee may be subject to penalties assessed by the Bank of Thailand.

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

<u>TÜRKIYE</u>

NOTIFICATIONS

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

Exchange Control Information. The Optionee may be required to engage a Turkish financial intermediary to assist with the cash exercise of an Option or the sale of shares of Common Stock acquired under the Plan. To the extent a Turkish financial intermediary is required in connection with the Option exercise or the sale of any shares of Common Stock acquired upon exercise of the Option, the Optionee is solely responsible for engaging such Turkish financial intermediary. The Optionee should consult his or her personal legal advisor prior to the exercise of Options or any sale of shares of Common Stock to ensure compliance with the current requirements.

UNITED ARAB EMIRATES

NOTIFICATIONS

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

If the Optionee does not understand the contents of the Plan and the Agreement, the Optionee should consult an authorized financial adviser. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry

of Economy nor the Dubai Department of Economic Development have approved the Plan or the Agreement nor taken steps to verify the information set out therein, and have no responsibility for such documents.

UNITED KINGDOM ("U.K.")

TERMS AND CONDITIONS

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

For the purposes of this Agreement, the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan.

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

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

Notwithstanding the foregoing, if the Optionee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Optionee understands that he or she may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by the Optionee, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to the Optionee on which additional income tax and National Insurance Contributions ("NICs") may be payable. The Optionee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Optionee by any of the means referred to in paragraph 4 of the Agreement.

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

UNITED STATES

TERMS AND CONDITIONS

Data Privacy Terms. This provision supplements paragraph 13 of the Agreement:

The Company does not sell the Optionee's Personal Data or share it for cross-context behavioral advertising. If the Optionee would like a copy of the Company's privacy policy, please contact a local human resources representative.

NOTIFICATIONS

Tax Information. The Option is <u>not</u> an incentive stock option within the meaning of the Code.

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

URUGUAY

TERMS AND CONDITIONS

Data Privacy Consent. The Optionee understands that the Data will be collected by the Company and will be transferred to the Company at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. and/or any financial institutions or brokers involved in the management and administration of the Plan. The Optionee further understands that any of these entities may store the Data for purposes of administering the Optionee's participation in the Plan.

VENEZUELA

TERMS AND CONDITIONS

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

Exchange Control Information. Exchange control restrictions may limit the ability to exercise the Option or remit funds into Venezuela following the receipt of the cash payment upon the cashless exercise of the Option or cash proceeds from the sale of shares of Common Stock acquired under the Plan. The Company reserves the right to further restrict the exercise of the Option or to amend or cancel the Option at any time in order to comply with the applicable exchange control laws in Venezuela. The Optionee is responsible for complying with exchange control laws in Venezuela and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Optionee's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, the Optionee should consult with his or her personal legal advisor before accepting the Option to ensure compliance with current regulations.

NOTIFICATIONS

Securities Law Information. The Option granted under the Plan and the shares of Common Stock issued under the Plan are offered as a personal, private, exclusive transaction and are not subject to Venezuelan government securities regulations. The Option granted under the Plan does not qualify as a public offering under the laws of the Bolivarian Republic of Venezuela and, therefore, it is not required to request the previous authorization of the National Superintendent of Securities.

VIETNAM

TERMS AND CONDITIONS

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

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

GLOBAL LONG-TERM INCENTIVE GRANT AGREEMENT

(2024-2026 Performance Cycle)

MONDELĒZ INTERNATIONAL, INC., a Virginia corporation (the "<u>Company</u>"), hereby grants to the individual (the "<u>Participant</u>") named in the Long-Term Incentive Grant Notice (the "<u>Notice</u>") a Long-Term Incentive Grant (the "<u>LTI Grant</u>") with respect to the Performance Cycle and Performance Goals set forth in the Notice, subject to the terms and provisions of the Notice, this Global Long-Term Incentive Grant Agreement, including any country-specific appendix (this "<u>Agreement</u>") and the Mondelēz International, Inc. 2024 Performance Incentive Plan, as may be amended from time to time (the "<u>Plan</u>"). Unless and until the Committee determines that an Award is payable with respect to the LTI Grant, in the manner set forth in paragraphs 4 or 5 hereof, the Participant shall have no right to payment based on the LTI Grant. Prior to payment of an Award based on the LTI Grant, the LTI Grant represents an unsecured obligation of the Company payable, if at all, from the general assets of the Company. All references to action of or approval by the Committee shall be deemed to include action of or approval by any other person(s) to whom the Committee has delegated authority to act.

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

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

- 1. <u>Definitions</u>. For purposes of the Plan, the following terms shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates. All capitalized terms used in this Agreement without definition shall have the same meaning as defined under the Plan and the Notice.
- (a) <u>Affiliate</u>. "Affiliate" means any entity that directly or indirectly through one or more intermediaries controls or is controlled by the Company, in each case, as determined by the Committee.
- (b) <u>Disability</u>. "Disability" means permanent and total disability as determined under procedures established by the Company for purposes of the Plan.
- (c) <u>LTI Award Payout</u>. "LTI Award Payout" means the number of shares of Common Stock (if the Award is settled in shares) or the amount (if the Award is settled in cash) in either case with the value determined as the product of (a) the LTI Grant Target multiplied by (b) the Performance Goal Attainment Factor (subject to the Committee's discretion specified in paragraph 4(c)), and, in the case of a Participant who terminates employment before the last day of the Performance Cycle and is otherwise eligible for a pro rata payout in accordance with the terms of this Agreement, further multiplied by (c) the Participation Period Factor.

- (d) <u>LTI Grant Target</u>. "LTI Grant Target" means the target number of shares of Common Stock or amount set forth in the Notice.
- (e) <u>Maximum Goal Factor</u>. "Maximum Goal Factor" means the maximum percentage set forth in the Notice.
- (f) <u>Participation Period Factor</u>. "Participation Period Factor" means a fraction, the numerator of which is the number of months (including partial months, rounded up to the next whole month) the Participant participates during the Performance Cycle and the denominator of which is the number of months in the Performance Cycle. The Committee, in its sole discretion, may adjust the Participation Period Factor.
- (g) <u>Performance Cycle</u>. "Performance Cycle" means the performance period set forth in the Notice over which the attainment of the Performance Goals will be measured for the purpose of determining the LTI Award Payout.
- (h) <u>Performance Goal Attainment Factor</u>. "Performance Goal Attainment Factor" means a percentage ranging from 0% to the Maximum Goal Factor representing the level at which the Performance Goals have been attained as determined by the Committee.
- (i) <u>Retirement</u>. "Retirement" means, unless otherwise determined by the Committee, in its sole discretion, the termination of employment on or after either (i) the date the Participant is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelez Group or (ii) the date the Participant is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelez Group.
- 2. <u>Incorporation of Terms of Plan</u>. The LTI Grant is subject to the terms and conditions of the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control except as otherwise expressly set forth in this Agreement.

3. <u>Vesting and Forfeiture</u>.

- (a) <u>Vesting</u>. Except as expressly provided in this Agreement, if the Committee determines that the Performance Goals for the Performance Cycle have been met and the other terms and conditions set forth in the Plan have been satisfied, an Award will be made to the Participant based on the Participant's LTI Award Payout.
- (b) <u>Forfeiture</u>. Unless determined otherwise by the Committee or except as expressly provided in this Agreement, if the Participant has not been continuously and actively employed with a member of the Mondelēz Group that employs the Participant (the "<u>Employer</u>"), from the date of the Notice through the last date of the Performance Cycle or if the Participant is not an employee in good standing with the Employer on the date of payment described in paragraph 4(a) hereof, the LTI Grant will be forfeited immediately and without any further action by the Company or the Committee. For purposes of the preceding sentence, the Participant will not be considered to be continuously and actively employed with the Employer once he or she has stopped providing services, notwithstanding any notice period mandated under the employment laws of the country where the Participant resides (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to the employment laws of the country where the Participant resides), unless otherwise determined by the Company on a country-by-country basis. Unless otherwise

determined by the Committee, a leave of absence shall not constitute a termination of continuous service. The Committee has the exclusive discretion to determine when a Participant is no longer actively employed for purposes of the LTI Grant, subject to compliance with Section 409A of the Code.

- (i) <u>Death/Disability</u>. If the Participant dies or terminates active employment with the Mondelēz Group due to Disability, the vesting of the LTI Grant will occur on a pro rata basis calculated pursuant to paragraph 1(c) of this Agreement. The LTI Award Payout will be made to the Participant by using a Performance Goal Attainment Factor equal to 100%, subject to compliance with the payment timing provisions set forth in paragraph 4(a)(iii) hereof.
- (ii) <u>Retirement</u>. If a Participant terminates active employment with the Mondelez Group prior to the potential payment of an Award as a result of the Participant's Retirement and the LTI Grant is not otherwise accounted for, or included in, the Participant's severance or retirement arrangement with the Mondelez Group and the Participant timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion, then, unless otherwise determined by the Committee:
- (A) in the event that the Participant's Retirement occurs because the Participant is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelēz Group and the Retirement date occurs on or after the 181st day following the Grant Date, the Participant shall remain eligible to receive a LTI Award Payout with a Participation Period Factor equal to 100% (the LTI Award Payout will not be prorated) based on actual attainment of the Performance Goals, payable in accordance with the payment timing provisions set forth in paragraph 4(a)(iii) hereof.
- (B) in the event that the Employee's Retirement occurs because the Employee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group and the Retirement date occurs on or after the 181st day following the Grant Date, the Participant shall remain eligible to receive a prorated LTI Award Payout (calculated pursuant to paragraph 1(c) of this Agreement) based on actual attainment of the Performance Goals, payable in accordance with the payment timing provisions set forth in paragraph 4(a)(iii) hereof.

For the purposes of this section 3(b), any prorated LTI Award Payout will be calculated by applying the Participant's Participation Period Factor as determined in the sole discretion of the Committee, subject to compliance with the payment timing provisions set forth in paragraph 4 hereof.

Notwithstanding the above, if the Committee receives an opinion of counsel that there has been a legal judgment and/or legal development in the Participant's jurisdiction that likely would result in the favorable treatment on Retirement described in this section that applies to the LTI Grant being deemed unlawful and/or discriminatory, then the Company will not apply the favorable Retirement treatment at the time of the termination and the LTI Grant will be treated as it would under the rules that apply if the Participant's employment is terminated for reasons other than Retirement, death or Disability.

4. Payment.

(a) Form and Time of Payment.

- (i) <u>Form of Payment</u>. Subject to the terms of the Plan, the Notice and this Agreement, and except as otherwise expressly provided and subject to the terms of this Agreement (including Appendix A hereto), any Award that becomes payable in accordance with paragraph 3 hereof shall be paid in whole shares of Common Stock, which shall be issued in book-entry form, registered in the Participant's name. In the event the LTI Award Payout results in less than a whole number of shares of Common Stock, the LTI Award Payout shall be rounded up to the next whole share of Common Stock (no fractional shares of Common Stock shall be issued in payment of an Award).
- (ii) <u>Certification; Performance Goal Attainment Factor Determination</u>. Following the completion of the Performance Cycle and, subject to paragraph 3(b)(i) and paragraph 5 hereof, prior to the payment of an Award, the Committee shall certify in writing whether the applicable Performance Goals were achieved for the Performance Cycle and shall determine the Performance Goal Attainment Factor with respect to the Award.
 - (iii) Payment Timing. Subject to the terms of this Agreement, including Section 22, the Award shall be paid as follows:
- (A) The LTI Award Payout, including a payout upon a Participant's Retirement described under paragraph 3(b) (ii)(A) hereof or paragraph 3(b)(ii)(B) hereof shall be paid as soon as practicable between January 1 and March 15 of the calendar year immediately following or coinciding with the end of the Performance Cycle following the date the Committee determines that the Performance Goals for the Performance Cycle have been attained and determines an LTI Grant has vested and is payable for the Performance Cycle.
- (B) An Award that becomes payable under paragraph 3(b)(i) hereof in connection with a Participant's death shall be paid within 75 days following the Participant's death.
- (C) An Award that becomes payable in connection with the Participant's termination resulting from Disability as described under paragraph 3(b)(i) shall be paid within 75 days following such Disability, provided that if the Participant is subject to taxation under the laws of the U.S., the Award is considered Deferred Compensation (as defined in Section 22 hereof) and is payable upon a termination resulting from Disability and the Disability experienced by the Participant does not constitute a "disability" within the meaning of Section 409A of the Code (in each case as determined by the Company in its sole discretion), then such payment shall be made in accordance with the payment timing described under paragraph 4(a)(iii)(A) hereof.
- (b) <u>Conditions to Payment of an Award</u>. Notwithstanding any other provision of this Agreement (including without limitation paragraph 3(a) hereof):
- (i) The Award shall not become payable to the Participant or his or her legal representative unless and until the Participant or his or her legal representative shall have satisfied all applicable withholding obligations for Tax-Related Items (as defined in paragraph 8 below), if any, in accordance with paragraph 8 hereof.
- (ii) The Company shall not be required to issue or deliver any certificate or certificates (whether in electronic or other form) for any shares of Common Stock in payment of the Award prior to the fulfillment of all of the following conditions: (A) the admission of the

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

- (c) <u>Payment Amount</u>. The Committee shall retain the right, in its sole discretion, to modify the Performance Goal Attainment Factors (resulting in a reduction, an increase or elimination (including to zero) of, the amount otherwise payable under the LTI Grant) to take into account recommendations of the Chief Executive Officer of the Company and/or such additional factors including qualitative factors, if any, that the Committee may deem relevant to the assessment of individual or corporate performance for the Performance Cycle.
- 5. <u>Treatment Upon a Change in Control</u>. In the event of a Change in Control (as defined in Section 6(b) of the Plan), the LTI Grant is subject to the terms provided in Section 6 of the Plan.

6. <u>Restrictions and Covenants</u>.

- (a) In addition to such other conditions as may be established by the Company or the Committee, in consideration for making a Grant under the terms of the Plan, the Participant agrees and covenants as follows for a period of twelve (12) months following the date of the Participant's termination of employment from the Mondelēz Group:
 - 1. to protect the Mondelēz Group's legitimate business interests in its confidential information, trade secrets and goodwill, and to enable the Mondelēz Group's ability to reserve these for the exclusive knowledge and use of the Mondelēz Group, which is of great competitive importance and commercial value to the Mondelēz Group, the Participant, without the express written permission of the Company's chief human resources officer, will not engage in any conduct in which the Participant contributes his/her knowledge and skills, directly or indirectly, in whole or in part, as an executive, employer, employee, owner, operator, manager, advisor, consultant, agent, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to a competitor or to an entity engaged in the same or similar business as the Mondelēz Group, including those engaged in the business of production, sale or marketing of snack foods (including, but not limited to gum, chocolate, confectionary products, biscuits or any other product or service the Participant has reason to know has been under development by the Mondelēz Group during the Participant's employment with the Mondelēz Group). The Participant will not engage in any activity that may require or inevitably require the Participant's use or disclosure of the Mondelēz Group's confidential information, proprietary information and/or trade secrets;

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

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

- (b) A main purpose of the Plan is to strengthen the alignment of long-term interests between participants and the Mondelēz Group by providing an ownership interest in the Company, and to prevent former employees whose interests become adverse to the Company from maintaining that ownership interest. By acceptance of any Grant (including the LTI Grant) under the Plan, the Participant acknowledges and agrees that if the Participant breaches any of the covenants set forth in paragraph 6(a):
 - 1. all unvested or unearned Grants (including any unearned portion of the LTI Grant) shall be immediately forfeited;
 - 2. the Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, unpaid or deferred Grants at any time if the Participant is not in compliance with all terms and conditions set forth in the Plan and this Agreement including, but not limited to, paragraph 6(a);
 - 3. the Participant shall repay to the Mondelēz Group the net proceeds of any Plan benefit that occurs at any time after the earlier of the following two dates: (i) the date twelve (12) months immediately preceding any such violation; or (ii) the date six (6) months prior to the Participant's termination of employment with the Mondelēz Group. The Participant shall repay to the Mondelēz Group the net proceeds in such a manner and on such terms and conditions as may be required by

- the Mondelēz Group, and the Mondelēz Group shall be entitled to set-off against the amount of any such net proceeds any amount owed to the Participant by the Mondelēz Group, in a way that is intended to avoid the application of penalties under Section 409A of the Code, if applicable, or other applicable law. For purposes of this paragraph, net proceeds shall mean the Fair Market Value of the shares of Common Stock less any Tax-Related Items; and
- 4. the Mondelēz Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security as the Participant acknowledges that such breach would cause the Mondelēz Group to suffer irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.
- (c) If any provision contained in this paragraph 6 shall for any reason, whether by application of existing law or law which may develop after the Participant's acceptance of a Grant under the Plan be determined by a court of competent jurisdiction to be overly broad as to scope of activity, duration or territory, the Participant agrees to join the Mondelēz Group in requesting such court to construe such provision by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.
- (d) Notwithstanding the foregoing, no section of this Agreement is intended to or shall limit, prevent, impede or interfere with the Participant's non-waivable right, without prior notice to the Company, to provide information to, participate in investigations by or testify in proceedings before any federal, state or local government subdivision or agency, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, U.S. Department of Justice, the U.S. Congress, or any agency Inspector General, regarding the Mondelēz Group's past or future conduct, or to engage in any activities protected under applicable whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Participant does not need prior authorization from the Mondelēz Group to make any such reports or disclosures and is not required to notify the Mondelēz Group that the Participant has made such reports or disclosures.
- (e) The Participant is hereby advised in writing to consult with an attorney before entering into the covenants outlined in this Section 6. The Participant acknowledges that prior to acceptance of this Agreement, the Participant has been advised by the Company of the Participant's right to seek independent advice from an attorney of the Participant's own selection regarding this Agreement, including the restraints imposed upon him or her pursuant to this Section 6. The Participant acknowledges that they have entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Participant further represents that in entering into this Agreement, the Participant is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Participant is relying only upon their own judgment and any advice provided by the

Participant's attorney. The Participant acknowledges he or she has been provided at minimum 14 calendar days to review the provisions contained herein but may voluntarily waive this period and sign prior to the 14 calendar day period lapsing.

- (f) For purposes of this Section 6, the Company and any member of the Mondelez Group shall be deemed to be third-party beneficiaries with the right to seek enforcement of any of the provisions of this Section 6. Further, for purposes of this Section 6, references to acting directly or indirectly include acting jointly with or through another person.
- Clawback Policy/Forfeiture. The Participant understands and agrees that in the Committee's sole discretion, the Company may cancel all or part of the LTI Grant or require repayment by the Participant to the Company of all or part of any LTI Award Payout underlying any vested LTI Grant pursuant to any recovery, recoupment, clawback and/or other forfeiture policy maintained by the Company, including the Company's Dodd-Frank Clawback Policy, the Company's Compensation Recoupment Policy, and a violation of paragraph 6 above, from time to time. In addition, any payments or benefits the Participant may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with the requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, rules promulgated by the Commission, any other applicable law, or any securities exchange on which the Common Stock is listed or traded, as may be in effect from time to time. In connection with the enforcement of such clawback policy, the Participant hereby expressly acknowledges and agrees that the Company shall have the right to reduce, cancel, or withhold against outstanding, unvested, vested, or future cash or equity-based compensation owed or due to the Participant, to the maximum extent permitted under applicable law. No such recovery will be an event giving rise to a right to resign for Good Reason or be deemed a "constructive termination" (or any similar term) as such terms are used in any agreement between the Participant and the Company or under any severance plans applicable to the Participant.
- 8. Withholding Taxes. The Participant acknowledges that regardless of any action taken by the Company or, if different, the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed by the Company or the Employer, in their discretion, to be an appropriate charge to the Participant even if legally applicable to the Company or the Employer ("Tax-Related Items") is and remains his or her responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the LTI Grant, including the vesting or payment of any Award relating to the LTI Grant, the receipt of any dividends or cash payments in lieu of dividends, or the subsequent sale of shares of Common Stock; and (b) do not commit to and are under no obligation to structure the terms of the LTI Grant or any aspect of the Participant's participation in the Plan to reduce or eliminate his or her liability for Tax-Related Items or achieve any particular tax result. Further, if the Participant becomes subject to any Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction.

The Company is authorized to satisfy the withholding for any or all Tax-Related Items arising from the vesting or payment of any Award relating to the LTI Grant or sale of shares of Common Stock

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

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

Furthermore, the Company and/or the Employer are authorized to satisfy any withholding obligations with regard to all Tax-Related Items arising from the vesting or payment of any Award relating to the LTI Grant, or sale of shares issued pursuant to the Award, as the case may be, by withholding from the Participant's wages or other cash compensation paid to the Participant by the Company and/or the Employer. Shares of Common Stock deducted from the LTI Award Payout in satisfaction of any Tax-Related Items shall be valued at the Fair Market Value of the Common Stock received in payment of the Award on the date as of which the amount giving rise to the withholding requirement first became includible in the gross income of the Participant under applicable tax laws. If the Participant is covered by a Company tax equalization policy, the Participant also agrees to pay to the Company any additional hypothetical tax obligation calculated and paid under the terms and conditions of such tax equalization policy. Finally, the Participant shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of his or her participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Common Stock if the Participant fails to comply with his or her Tax-Related Items obligations.

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

The Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering statutory withholding rates or other applicable withholding rates in the Participant's jurisdiction(s), including minimum or maximum applicable withholding rates, in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent shares of Common Stock or, if not refunded, the Participant may be able to seek a refund from the applicable tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

- 9. <u>Nature of the Grant</u>. By participating in the Plan and in exchange for receiving the LTI Grant, the Participant acknowledges, understands and agrees that:
- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) the LTI Grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards, or benefits in lieu of LTI Grants, even if LTI Grants have been made in the past;
 - (c) all decisions with respect to future LTI Grants, if any, will be at the sole discretion of the Committee;
 - (d) the Participant's participation in the Plan is voluntary;
- (e) the LTI Grant and the shares of Common Stock, and the income and value of same, subject to the LTI Grant are not intended to replace any pension rights or compensation;
- (f) the LTI Grant and the shares of Common Stock subject to the LTI Grant and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension, retirement or welfare benefits or similar mandatory payments;
 - (g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted;
- (h) unless otherwise agreed with the Company, the LTI Grant and the shares of Common Stock underlying the LTI Grant, and the income and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of any entity of the Mondelēz Group;
- (i) the LTI Grant and the shares of Common Stock subject to the LTI Grant, and the income and value of same, are not part of normal or expected compensation or salary for any purpose;
- (j) neither the Company, the Employer nor any other member of the Mondelēz Group shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the LTI Grant or any shares of Common Stock delivered to the Participant upon vesting of the LTI Grant or of any proceeds resulting from the Participant's sale of such shares; and
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the LTI Grant or the recoupment of any shares of Common Stock acquired under the Plan resulting from (a) the failure to reach Performance Goals or termination of the Participant's employment or other service relationship by the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of his or her employment agreement, if any); and/or (b) the

application of any recoupment policy or any recovery or clawback policy otherwise required by law.

10. <u>Data Privacy.</u> The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other LTI Grant materials ("<u>Data</u>") by and among the Mondelëz Group for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

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

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

Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact the Participant's local human resources representative.

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

- 11. Nontransferability of LTI Grant. The LTI Grant or the interests or rights therein may not be transferred in any manner other than by will or by the laws of descent and distribution applicable to the Participant, and may not be assigned, hypothecated or otherwise pledged and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, in violation of the provisions herein, the LTI Grant shall immediately become null and void and any rights to receive a payment under the LTI Grant shall be forfeited.
- 12. <u>Rights as Shareholder</u>. Neither the Participant nor any person claiming under or through the Participant shall have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock issuable hereunder unless and until certificates representing such Common Stock (which may be in uncertificated form) will have been issued and recorded on the books and records of the Company or its transfer agents or registrars, and delivered to the Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, the Participant shall have all the rights of a shareholder of the Company, including with respect to the right to vote the Common Stock and the right to receive any cash or share dividends or other distributions paid to or made with respect to the Common Stock. Notwithstanding the foregoing, in accordance with Section 9 of the Plan, the Company may provide for the accrual of dividend equivalents on the outstanding LTI Grant which shall be subject to the same vesting restrictions and conditions as the LTI Grant and may be subject to such additional restrictions and conditions as the Committee may establish.
- 13. <u>Adjustments</u>. The Committee may make such adjustments to one or more of the Performance Goals, as well as the manner in which the LTI Award Payout is calculated, as the Committee in its sole discretion deems appropriate. The Participant shall be notified of such adjustment and such adjustment shall be binding upon the Company and the Participant.
- 14. NO GUARANTEE OF CONTINUED EMPLOYMENT. THE PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE LTI GRANT PURSUANT TO THE PROVISIONS OF THE PLAN AND THIS AGREEMENT IS EARNED ONLY IF THE PERFORMANCE GOALS ARE ATTAINED AND THE OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE PLAN ARE SATISFIED AND BY THE PARTICIPANT CONTINUING TO BE EMPLOYED (SUBJECT TO THE PROVISIONS OF PARAGRAPH 3(b) HEREOF) AT THE WILL OF THE EMPLOYER (AND NOT THROUGH THE ACT OF BEING EMPLOYED BY THE EMPLOYER, BEING GRANTED AN LTI GRANT, OR RECEIVING COMMON STOCK HEREUNDER). THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE

TRANSACTIONS CONTEMPLATED HEREUNDER AND THE RIGHT TO EARN A PAYMENT UNDER THE LTI GRANT SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED EMPLOYMENT DURING THE PERFORMANCE CYCLE, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE EMPLOYER TO TERMINATE THE PARTICIPANT'S EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE AND IN ACCORDANCE WITH APPLICABLE EMPLOYMENT LAWS OF THE COUNTRY WHERE THE PARTICIPANT RESIDES OR BE INTERPRETED AS FORMING AN EMPLOYMENT OR SERVICE CONTRACT WITH THE EMPLOYER.

- 15. Entire Agreement; Governing Law. The Notice, the Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except as provided in the Notice, the Plan or this Agreement or by means of a writing signed by the Company and the Participant. Nothing in the Notice, the Plan and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan and this Agreement are to be construed in accordance with and governed by the substantive laws of the Commonwealth of Virginia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the substantive laws of the Commonwealth of Virginia to the rights and duties of the parties. Unless otherwise provided in the Notice, the Plan or this Agreement, the Participant is deemed to submit to the exclusive jurisdiction of the Commonwealth of Virginia, U.S.A., and agrees that such litigation shall be conducted in the courts of Henrico County, Virginia, or the federal courts for the United States for the Eastern District of Virginia.
- 16. <u>Conformity to Securities Laws</u>. The Participant acknowledges that the Notice, the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Commission, including, without limitation, Rule 16b-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Notice, the Plan and this Agreement shall be administered, and the LTI Grant is made, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Notice, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.
- Administration and Interpretation. The terms and provisions of the Plan (a copy of which will be made available online or furnished to the Participant upon written request to the Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A.) are incorporated herein by reference. To the extent any provision in the Notice or this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern except as otherwise expressly set forth in this Agreement. The LTI Grant, the vesting of the LTI Grant and any issuance of Common Stock upon payment of the LTI Grant are subject to, and shall be administered in accordance with, the provisions of the Plan, as the same may be amended from time to time. Any question or dispute regarding the administration or interpretation of the Notice, the Plan and this Agreement shall be submitted by the Participant or by the Company to the Committee. The resolution of such question or dispute by the Committee shall be final and binding on all persons.

- 18. <u>Headings</u>. The captions used in the Notice and this Agreement are inserted for convenience and shall not be deemed a part of the LTI Grant for construction or interpretation.
- 19. <u>Notices</u>. Any notice required or permitted hereunder shall be (i) given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party or (ii) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and shall be deemed effectively given upon such delivery. Any documents required to be given or delivered to the Participant related to current or future participation in the Plan may also be delivered through electronic means as described in paragraph 26 below.
- 20. <u>Successors and Assigns</u>. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.
- 21. <u>Severability</u>. Whenever feasible, each provision of the Notice, this Agreement and the Plan shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision in the Notice, the Plan or this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Notice, the Plan or this Agreement.
- 22. <u>Code Section 409A</u>. This LTI Grant is intended to be exempt from, or otherwise comply with, Section 409A of the Code and shall be interpreted, operated and administered in a manner consistent with such intent. The Company reserves the right, to amend or modify this Agreement at any time, without the consent of the Participant or any other party, to avoid the application of Section 409A of the Code in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Nothing in the Agreement or the Plan shall provide a basis for any person to take action against the Mondelēz Group based on matters covered by Section 409A of the Code, including the tax treatment of any amount paid under the LTI Grant made hereunder, and Mondelēz Group shall not under any circumstances have any liability to any participant or his estate or any other party for any taxes, penalties or interest due on amounts paid or payable under this Agreement, including taxes, penalties or interest imposed under Section 409A of the Code.

Notwithstanding anything to the contrary in the Agreement, if the Award is considered nonqualified deferred compensation subject to Section 409A of the Code ("Deferred Compensation") and is settled on or on a date that is by reference to the Participant's "separation from service" and the Participant is a "specified employee" (each within the meaning of Section 409A of the Code and each determined by the Company it its sole discretion) on the date the Participant experiences a separation from service, then the Award (or applicable portion thereof) shall be settled on the first business day of the seventh month following the Participant's separation from service, or, if earlier, on the date of the Participant's death, to the extent such delayed payment is required in order to avoid a prohibited distribution under Section 409A of the Code.

- 23. <u>No Advice Regarding LTI Grant</u>. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan or the Participant's acquisition or sale of any shares of Common Stock issued in payment of the LTI Grant. The Participant understands and agrees that the Participant should consult with his or her own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.
- 24. <u>Language</u>. The Participant acknowledges that he or she is sufficiently proficient in English, or, alternatively, the Participant acknowledges that he or she will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.
- 25. <u>Appendix</u>. Notwithstanding any provisions in this Agreement, the LTI Grant shall be subject to any terms and conditions set forth in Appendix A to this Agreement for the Participant's country. Moreover, if the Participant relocates to one of the countries included in Appendix A, the terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Agreement.
- 26. <u>Electronic Delivery and Acceptance</u>. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- 27. <u>Imposition of Other Requirements</u>. The Company reserves the right to impose other requirements on the Participant's participation in the Plan or on the LTI Grant and on any shares of Common Stock issued in payment of the LTI Grant, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
- 28. <u>Insider Trading/Market Abuse Laws</u>. The Participant may be subject to insider trading and/or market abuse laws, which affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to such shares (*e.g.*, the LTI Grant) or rights linked to the value of shares of Common Stock under the Plan during such times as the Participant is considered to have "material nonpublic information" or "insider information" regarding the Company (as defined by the laws or regulations in the relevant jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. The Participant acknowledges that it is his or her responsibility to be compliant with any applicable restrictions, and that the Participant should speak to his or her personal advisor on this matter.

- Exchange Control, Tax and Foreign Asset/Account Reporting Requirements. The Participant acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Participant's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock acquired under the Plan) in a brokerage, bank account or legal entity outside the Participant's country. The Participant also may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. In addition, the Participant agrees to take any and all actions required by the Company, any other entity in the Mondelēz Group or the local laws, rules and regulations in the Participant's country of residence (and country of employment, if different) that may be required to comply with such laws, rules and regulations. The Participant acknowledges that it is the Participant's responsibility to be compliant with such regulations, and the Participant understands and agrees that the Participant should consult his or her personal legal advisor for any details.
- 30. <u>Waiver</u>. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Participant or any other participant of the Plan.

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

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

MONDELĒZ INTERNATIONAL, INC.

/s/ Laura Stein

Laura Stein
Executive Vice President,
Corporate & Legal Affairs, General Counsel and Corporate Secretary

APPENDIX A

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

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

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

This Appendix A also includes information regarding securities, exchange control and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2024. Such laws are often complex and change frequently. As a result, the Participant should not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Participant vests in the LTI Grant or sells shares of Common Stock acquired under the Plan.

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

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

EUROPEAN UNION / EUROPEAN ECONOMIC AREA, SWITZERLAND AND THE UNITED KINGDOM

TERMS AND CONDITIONS

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

If the Participant is based in the European Union ("EU"), the European Economic Area, Switzerland or the United Kingdom, the Participant should note that Mondelēz International, Inc., with registered address at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. is the controller responsible for the processing of the Participant's Personal Data (as defined below) in connection with the Agreement and the Plan.

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

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

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

Morgan Stanley, PricewaterhouseCoopers LLP or KPMG LLP with such agreement being a condition to the Participant's ability to participate in the Plan.

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

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

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

ARGENTINA

TERMS AND CONDITIONS

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

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

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

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

NOTIFICATIONS

Securities Law Information. Neither the LTI Grant nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores*, "*CNV*"). Neither this Agreement nor any other offering material related to the LTI Grant nor the underlying shares of Common Stock may be utilized in connection with any general offering to the public in Argentina.

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

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

AUSTRALIA

TERMS AND CONDITIONS

Securities Law Disclosure. This offer is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). Please note that if the Participant offers shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on the Participant's disclosure obligations prior to making any such offer.

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

NOTIFICATIONS

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

Tax Notification. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to conditions in the Act).

AUSTRIA

NOTIFICATIONS

Exchange Control Information. If the Participant holds securities (including shares of Common Stock acquired under the Plan) or cash (including proceeds from the sale of shares of Common Stock) outside of Austria, he or she may be subject to reporting obligations to the Austrian National Bank. If the value of the shares of Common Stock meets or exceeds a certain threshold, the Participant must report the securities held on a quarterly basis to the Austrian National Bank as of the last day of the quarter, on or before the 15th day of the month following the end of the calendar quarter. In all other cases, an annual reporting obligation applies and the report has to be filed as of December 31 on or before January 31 of the following year using the form P2. Where the cash amounts held outside of Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

If the Participant sells shares of Common Stock, or receives any cash dividends, the Participant may have exchange control obligations if the Participant holds the cash proceeds outside Austria. If the transaction volume of all the Participant's accounts abroad meets or exceeds a certain threshold, the Participant must report to the Austrian National Bank the movements and balances of all accounts on a monthly basis, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BELGIUM

NOTIFICATIONS

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

Annual Securities Accounts Tax. If the value of securities held in a Belgian or foreign securities account exceeds EUR 1 million, a new "annual securities accounts tax" applies. Belgian residents should consult with their personal tax advisor regarding the new tax.

BRAZIL

TERMS AND CONDITIONS

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

Labor Law Acknowledgment. By accepting the LTI Grant, the Participant understands, acknowledges and agrees that, for all legal purposes (i) the Participant is making an investment decision and (ii) the

value of the underlying shares of Common Stock are not fixed and may increase or decrease in value over the vesting period without compensation to the Employee.

NOTIFICATIONS

Exchange Control Information. Individuals who are resident or domiciled in Brazil are generally required to submit an annual declaration of assets and rights held outside Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is greater than US\$1,000,000. If such amount is equal to or greater than US\$100,000,000, the referenced declaration must be submitted quarterly, in the month following the end of each quarter. Assets and rights to be included in this annual declaration include shares of Common Stock acquired under the Plan.

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

BULGARIA

NOTIFICATIONS

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

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

CANADA

TERMS AND CONDITIONS

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

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

Except as expressly required by applicable legislation, the Participant's employment with the Mondelēz Group shall be deemed to be terminated and vesting for the LTI Grant will terminate effective as of the date that is the earliest of: (1) the date the Participant's employment with the Mondelēz Group is terminated, or (2) the date the Participant receives notice of termination of employment from the Mondelēz Group; regardless of the reason for such termination and whether or not later found to be invalid or in breach of any applicable law, including Canadian provincial employment law (including but not limited to statutory law, regulatory law and/or common law) or the terms of the Participant's employment or service agreement, if any. The Committee shall have the exclusive discretion to

determine when the Participant is no longer actively employed or providing services and the termination date for purposes of the Agreement.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the LTI Grants under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period. The Participant will not earn or be entitled to pro-rated vesting for that portion of time before the date on which the Participant's right to vest terminates or if the vesting date falls after the end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting.

The following provisions apply for Participants resident in Quebec:

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

The Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Participant further authorizes the Mondelēz Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Participant acknowledges and agrees that the Participant's personal information, including sensitive personal information, may be transferred or disclosed outside of the Province of Quebec, including to the United States. The Participant further authorizes the Mondelēz Group to record such information and to keep such information in his or her employee file. The Participant also acknowledges and authorizes the Company and any subsidiary or affiliate or other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

Language. A French translation of the Plan and the Agreement can be made available to the Participant as soon as reasonably practicable upon the Participant's request. The Participant understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

Une traduction française du Plan et du présent Contrat pourra êtremise à la disposition de Participant dès que raisonnablement possible à la demande de l'Participant. Le Participant comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Compagnie traduira en français les documents relatifs à l'offre du Plan dès que raisonnablement possible.

NOTIFICATIONS

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

Foreign Asset/Account Reporting Information. The Participant is required to report any specified foreign property annually on Form T1135 (Foreign Income Verification Statement) if the total cost of the

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

CHILE

NOTIFICATIONS

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

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

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

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

Foreign Asset / Account Reporting Information. If the Participant holds shares of Common Stock acquired under the Plan outside Chile, the Participant may be required to inform the Chilean Internal

Revenue Service (the "<u>CIRS</u>") of the details of the Participant's investment in the shares of Common Stock. Further, if the Participant wishes to receive credit against the Participant's Chilean income taxes for any taxes paid abroad, the Participant e must report the payment of taxes abroad to the CIRS. In either case, the Participant must file Tax Form 1929 by July 1 each year, which should be submitted electronically through the CIRS website: www.sii.cl.

CHINA

TERMS AND CONDITIONS

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

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

In the event that the Participant is not required to sell shares of Common Stock immediately upon payment of the LTI Grant, any shares of Common Stock issued to the Participant must be maintained in an account with Morgan Stanley Smith Barney, LLC. or such other broker as may be designated by the Company until the shares of Common Stock are sold through that broker. If the Company changes its designated broker, the Participant acknowledges and agrees that the Company may transfer any shares of Common Stock issued under the Plan to the new designated broker if necessary for legal or administrative reasons. The Participant agrees to sign any documentation necessary to facilitate the transfer. In addition, the Participant acknowledges and agrees that he or she must sell any shares of Common Stock issued as soon as practicable following the termination of the Participant's employment or other service relationship with the Mondelēz Group, or within any other such time frame the Company determines to be necessary or advisable to comply with local requirements.

Exchange Control Restrictions. The Participant understands and agrees that, due to exchange control laws in China, he or she will be required to immediately repatriate to China the cash proceeds from the sale of shares of Common Stock acquired under the LTI Grant. The Participant further understands that, under local law, such repatriation of the cash proceeds will be effected through a special exchange control account established by a member of the Mondelēz Group and the Participant hereby consents and agrees that any cash proceeds received in connection with the Plan will be transferred to such special account prior to being delivered to him or her. The proceeds may be paid in U.S. dollars or local currency at the

Company's discretion. If the proceeds are paid in U.S. dollars, the Participant acknowledges that he or she will be required to set up a U.S. dollar bank account in China so that the proceeds may be delivered to this account. If the proceeds are converted to local currency, the Participant acknowledges that the Mondelēz Group is under no obligation to secure any currency conversion rate, and may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Participant agrees to bear any currency fluctuation risk between the date the shares of Common Stock acquired from the LTI Grant are sold and the time that (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and (ii) net proceeds are converted to local currency and distributed to the Participant. The Participant acknowledges that the Mondelēz Group will not be held liable for any delay in delivering the proceeds to the Participant. The Participant agrees to sign any agreements, forms and/or consents that may be requested by the Company or the Company's designated broker to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds.

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

NOTIFICATIONS

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

COLOMBIA

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements the acknowledgments contained in Section 9 of the Agreement:

The Participant acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Participant's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amounts, subject to the limitations provided in Law 1393/2010.

NOTIFICATIONS

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia. An offer of shares of Common Stock to employees will not be considered a public offer provided that it meets the conditions set forth in Article 6.1.1.1.1 in Decree 2555, 2010.

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

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

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

COSTA RICA

There are no country specific provisions.

CROATIA

NOTIFICATIONS

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

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the LTI Grant and the opening and maintenance of a foreign account, including reporting (i) foreign direct investments with a value of CZK 2,500,000 or more in the aggregate or (ii) foreign financial assets with a value of CZK 200,000,000 or more. The Participant should consult their personal legal advisor to ensure compliance with the applicable requirements.

DENMARK

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

ECUADOR

Foreign Asset/Account Reporting Information. Individuals who are resident or domiciled in Ecuador are generally required to file an annual Net Worth Declaration with the Internal Revenue Service of Ecuador if the aggregate value of assets held by such individuals exceeds certain thresholds. Assets included in this annual declaration include shares of Common Stock acquired under the Plan.

In addition, Ecuadorian resident individuals are required to report on an annual basis, all monetary assets held in foreign financial entities in excess of US\$100,000. The Participant should consult his or her legal or tax advisor to ensure compliance with all applicable reporting obligations.

EGYPT

NOTIFICATIONS

Exchange Control Information. If the Participant transfers funds into Egypt in connection with the LTI Award Payout, the Participant is required to transfer the funds through a registered bank in Egypt.

FINLAND

NOTIFICATIONS

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Participant must check their pre-completed tax return to confirm that the ownership of shares of Common Stock and other securities (foreign or domestic) is correctly reported. If the Participant finds any errors or omissions, the Participant must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.

FRANCE

TERMS AND CONDITIONS

LTI Grant Not French-Qualified. The LTI Grant made under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended.

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

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

NOTIFICATIONS

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities is equal to or greater than a certain amount (currently $\in 10,000$).

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

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in connection with the purchase or sale of securities in excess of €12,500 must be reported monthly to the German Federal Bank (Bundesbank). If the Participant receives a payment in excess of this amount (including if the Participant acquires shares of Common Stock with a value in excess of this amount under the Plan or sells shares of Common Stock via a foreign broker, bank or service provider and receive proceeds in excess of this amount) and/or if the Company withholds or sells shares of Common Stock with a value in excess of this amount to cover Tax-Related Items, the Participant must report the payment and/or the value of the shares of Common Stock withheld or sold to Bundesbank. Such reports must be filed either electronically using the "General Statistics Reporting Portal" (Allgemeine Meldeportal Statistik) available via the Bundesbank's website (www.bundesbank.de) or by such other method as is permitted or required by Bundesbank. The report must be submitted monthly or within such timing as is permitted or required by Bundesbank.

Foreign Asset/Account Reporting Information. German residents holding Common Stock must notify their local tax office if the acquisition of Common Stock under the Plan leads to a so-called qualified participation at any point during the calendar year. A qualified participation is attained only in the unlikely event (i) the Participant owns at least 1% of the Company and the value of the Common Stock acquired exceeds €150,000, or (ii) the Participant holds Common Stock exceeding 10% of the total capital of the Company.

GREECE

There are no country specific provisions.

HUNGARY

There are no country specific provisions.

INDIA

TERMS AND CONDITIONS

Payment after Vesting. The following provision supplements Section 4 of the Agreement:

Due to regulatory requirements in India, the Company reserves the right to require that the Participant sell all shares of Common Stock delivered to the Participant, either immediately upon receipt of such shares or upon the Participant's termination of employment from the Mondelez Group. In this regard, the Participant agrees that the Company is authorized to instruct its designated broker to assist with any such mandatory sale of shares of Common Stock (on the Participant's behalf pursuant to this authorization), and the Participant expressly authorizes the designated broker to complete the sale of such shares. The Participant also agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the designated broker) to effectuate the sale of the shares of Common Stock and shall otherwise cooperate with the Company with respect to such matters, provided that the Participant shall not be permitted to exercise any influence over how, when or whether the sales occur. The Participant acknowledges that the designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Due to fluctuations in the shares of Common Stock price and/or applicable exchange rates between the date the shares of Common Stock are delivered to the Participant and (if later) the date on which the shares of Common Stock are sold, the amount of proceeds ultimately distributed to the Participant may be more or less than the market value of the shares of Common Stock on the relevant vesting date or the date on which such shares are delivered to the Participant. Upon the sale of the shares of Common Stock, the cash proceeds from the sale of shares (less any applicable Tax-Related Items, brokerage fees or commissions) will be delivered to the Participant in accordance with applicable laws and regulations, as determined by the Company in its sole discretion.

NOTIFICATIONS

Exchange Control Information. Indian residents are required to repatriate the cash proceeds received upon the sale of shares of Common Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Indian residents also are required to retain the foreign inward remittance certificate as evidence of repatriation. The Participant is personally responsible for complying with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant's failure to comply with applicable laws. The Participant may also be required to provide information regarding funds received from participation in the Plan to the Company and/or the Employer to enable them to comply with their filing requirements under exchange control laws in India.

As exchange control regulations can change frequently and without notice, the Participant should consult his or her personal tax or legal advisor before selling shares of Common Stock to ensure compliance with current regulations.

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

INDONESIA

TERMS AND CONDITIONS

Language Consent and Notification. A translation of the documents relating to this LTI grant into Bahasa Indonesia can be provided to the Participant upon request to Astrid Januarita, My Rewards Advisor ID, at astrid.januarita@mdlz.com. By accepting the LTI Grant, the Participant (i) confirms having read and understood the documents relating to this LTI Grant (i.e., the Plan and the Agreement)

which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

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

NOTIFICATIONS

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

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

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and shares of Common Stock acquired under the Plan) in their annual individual income tax return.

IRELAND

NOTIFICATIONS

Director Notification Requirement. If the Participant is a director, shadow director¹ or secretary of an Irish subsidiary or affiliate, the Participant must notify the Irish subsidiary or affiliate in writing if (1) the Participant receives or disposes of an interest exceeding 1% of the Company (*e.g.*, LTI Award Payout, shares of Common Stock, etc.), (2) the Participant becomes aware of an event giving rise to a notification requirement, or (3) the Participant becomes a director or secretary if such an interest exists at that time. This noti

¹ A shadow director is an individual who is not on the board of the Irish Affiliate but who has sufficient control so that the board of directors acts in accordance with the "directions or instructions" of the individual.

fication requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

ITALY

TERMS AND CONDITIONS

Plan Document Acknowledgment. In participating in the Plan and receiving the LTI Grant, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix A, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix A.

The Participant acknowledges that he or she has read and specifically and expressly approves the following paragraphs of the Agreement: paragraph 3 on Vesting and Forfeiture; paragraph 4 on Payment; paragraph 5 on Treatment Upon a Change of Control; paragraph 6 on Restrictions and Covenants; paragraph 8 on Withholding Taxes; paragraph 9 on the Nature of the Grant; paragraph 11 on Nontransferability of LTI Grant; paragraph 14 on No Guarantee of Continued Employment; paragraph 15 on Entire Agreement; Governing Law; paragraph 16 on Conformity to Securities Laws; paragraph 24 on Language; paragraph 26 on Electronic Delivery and Acceptance; paragraph 27 on Imposition of Other Requirements; paragraph 28 on Insider Trading/Market Abuse Laws; paragraph 30 on Waiver; and the Data Privacy Notice in the European Union / European Economic Area section of this Appendix A.

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, LTI Grants) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not directly hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, LTI Grants), are beneficial owners of the investment pursuant to Italian money laundering provisions.

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

JAPAN

NOTIFICATIONS

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

Foreign Asset/Account Reporting Information. The Participant will be required to report details of any assets held outside Japan as of December 31st (including any shares of Common Stock acquired under the Plan) to the extent such assets have a total net fair market value exceeding \(\frac{4}{50}\),000,000. Such report will be due by March 15th each year. The Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Participant and whether the Participant will be required to include details of any outstanding LTI Grant, shares of Common Stock or cash held by the Participant in the report.

KAZAKHSTAN

NOTIFICATIONS

Securities Law Notification. This offer is addressed only to certain eligible employees in the form of the shares of Common Stock to be issued by the Company. Neither the Plan nor the Agreement has been approved, nor do they need to be approved, by the National Bank of Kazakhstan. This offer is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

Exchange Control Information. Residents of Kazakhstan may be required to notify the National Bank of Kazakhstan when they acquire shares of Common Stock under the Plan if the value of such shares of Common Stock exceeds US\$100,000.

Please note that the exchange control regulations in Kazakhstan are subject to change. The Employee should consult with their personal legal advisor regarding any exchange control obligations that the Employee may have prior to the LTI Award Payout or receiving proceeds from the sale of shares of Common Stock acquired under the Plan. The Employee is responsible for ensuring compliance with all exchange control laws in Kazakhstan.

LITHUANIA

There are no country specific provisions.

MALAYSIA

TERMS AND CONDITIONS

Data Privacy Notice. The following provision replaces paragraph 10 of the Agreement:

34

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

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

The Participant understands that Data will be transferred to Morgan Stanley Smith Barney, LLC ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative at Mondelez Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. The Participant authorizes the Company, Morgan Stanley and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the

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

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

Peserta memahami bahawa Data tersebut akan dipindahkan ke Morgan Stanley Smith Barney, LLC ("Morgan Stanley") atau pembekal perkhidmatan pelan saham lain yang mungkin dipilih oleh Syarikat pada masa hadapan, yang membantu Syarikat melaksanakan, mentadbir dan menguruskan Pelan tersebut. Peserta memahami bahawa Data juga mungkin dipindahkan kepada firma akauntansi awam berdaftar bebas Syarikat, PricewaterhouseCoopers LLP, atau firma akauntansi awam lain yang mungkin digunakan oleh Syarikat pada masa hadapan. Peserta turut memahami bahawa penerima Data mungkin berada di Amerika Syarikat atau negara lain dan negara asal penerima Data (contohnya, Amerika Syarikat) mungkin mempunyai undangundang data peribadi serta perlindungan yang berbeza daripada negara asal Peserta. Peserta memahami bahawa Peserta boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Peserta di Mondelez Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia.

Pesertadengan ini membenarkan Syarikat, Morgan Stanley dan mana-mana pihak yang mungkin menerima Data yang mungkin membantu pihak Syarikat (sekarang atau pada masa hadapan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, mempunya, mengguna, menyimpan serta memindah Data tersebut, dalam bentuk elektronik atau lain-lain, bagi tujuan tunggal untuk melaksana, mentadbir dan mengurus penyertaan Peserta dalam Pelan. Peserta memahami bahawa Data hanya akan disimpan untuk tempoh yang diperlukan untuk melaksana, mentadbir, dan mengurus penyertaan Peserta dalam Pelan. Peserta memahami bahawa Peserta boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan bahawa pemprosesan Data, meminta pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes tanpa sebarang kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya. Selanjutnya, Peserta memahami bahawa Peserta memberikan persetujuan di sini secara sukarela. Jikalau, Peserta tidak bersetuju, atau sekiranaya Peserta kemudiannya membatalkan persetujuannya, status Pesertaan atau perkhidmatan

Participant does not consent, or if the Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant LTI Grants or other equity awards or administer or maintain such awards. The Participant also understands that the Company has no obligation to substitute other forms of awards or compensation in lieu of the LTI Grant as a consequence of the Participant's refusal or withdrawal of his or her consent. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

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

NOTIFICATIONS

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

MEXICO

TERMS AND CONDITIONS

Labor Law Policy. In participating in the Plan and receiving this LTI Grant, the Participant expressly recognizes that Mondelēz International, Inc., with registered offices at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., is solely responsible for the administration of the Plan and that the Participant's participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Participant and Mondelēz International, Inc. since the Participant is participating in the Plan on a wholly commercial basis and his or her sole Employer is Mondelēz México, S. de R.L. de C.V., located at Av. 18 de Noviembre 1028, Camino a Manzanilla, Heroica Puebla de Zaragoza, Puebla, C.P. 72304. Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Participant and the Employer, Mondelēz México, S. de R.L. de C.V., and do not form part of

the employment conditions and/or benefits provided by Mondelēz México, S. de R.L. de C.V., and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment.

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

Plan Document Acknowledgment. By accepting the LTI Grant, the Participant acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by accepting the Agreement, the Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in paragraph 9 of the Agreement ("Nature of the Grant"), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by Mondelēz International, Inc. on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither Mondelēz International, Inc. nor any subsidiary or affiliate is responsible for any decrease in the value of the shares of Common Stock underlying the LTI Grant.

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

TÉRMINOS Y CONDICIONES

Política Laboral y Reconocimiento/Aceptación. Al participar en el Plan LTI y recibir el Premio LTIP, el Participante expresamente reconoce que Mondelēz International, Inc., con domicilio registrado ubicado en 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., es la única responsable por la administración del Plan LTI y que la participación del Participante en el Plan LTI y en su caso la adquisición de las Acciones no constituye ni podrá constituir en ningún momento una relación de trabajo entre el Participante y Mondelēz International, Inc., ya que el Participante participa en el Plan LTI en un marco totalmente comercial y su único Patrón lo es Mondelēz México, S. de R.L. de C.V., con domicilio ubicado en Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Derivado de lo anterior, el Participante expresamente reconoce que el Plan LTI y los beneficios que pudieran derivar de la participación en el mismo no establecen derecho alguno entre el Participante y el Patrón, Mondelēz México, S. de R.L. de C.V., y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Mondelēz México, S. de R.L. de C.V., y que cualquier modificación al Plan LTI o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Participante.

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

Reconocimiento del Plan de Documentos. Al aceptar el Premio LTIP, el Participante reconoce que ha recibido copias del Plan LTI, que ha revisado el Plan LTI y el Acuerdo en su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan LTI y en el Acuerdo.

Adicionalmente, al firmar el Acuerdo, el Participante reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en el párrafo 9 del Acuerdo ("La Naturaleza del Otorgamiento") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan LTI no constituye un derecho adquirido; (ii) el Plan LTI y la participación en el mismo es ofrecido por Mondelēz International, Inc.de forma completamente discrecional; (iii) la participación en el Plan LTI es voluntaria; y (iv) ni Mondelēz International, Inc. ni de cualquier Sociedad controlante, Subsidiaria o Filial son responsables por ninguna disminución en el valor de las Acciones subyacentes del Plan LTI.

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

NOTIFICATIONS

Securities Law Information. The LTI Grants and the shares of Common Stock offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the LTI Grants may not be publicly distributed in Mexico. These materials are addressed to the Participant only because of the Participant's existing relationship with the Company Group and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Mondelēz México, S. de R.L. de C.V. made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

MOROCCO

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in Morocco shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

NETHERLANDS

There are no country specific provisions.

NIGERIA

There are no country specific provisions.

NORWAY

NOTIFICATIONS

Exchange Control Information. In general, Norwegian residents should not be subject to any foreign exchange requirements in connection with the acquisition or sale of shares of Common Stock under the Plan, except normal reporting requirements to the Norwegian Currency Registry. If the transfer of funds into or out of Norway is made through a Norwegian bank, the bank will make the registration.

PAKISTAN

TERMS AND CONDITIONS

Forced Sale of Shares. The Company reserves the right to force the immediate sale of the shares of Common Stock to be issued upon vesting and settlement of the LTI Award. If applicable, the Participant agrees that the Company is authorized to instruct its designated broker, on behalf of the Participant, to assist with the mandatory sale of such shares of Common Stock and the Participant expressly authorizes the Company's designated broker to complete the sale of such shares of Common Stock. The Participant expressly acknowledges that the Company's designated broker is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon the sale of shares of Common Stock, the Participant shall receive the cash proceeds from the sale of shares of Common Stock, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Participant also acknowledges that the Participant is unaware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

NOTIFICATIONS

Exchange Control Information. The Participant is required immediately to repatriate to Pakistan the proceeds from the sale of any Common Stock acquired from participation in Plan, including the proceeds from the sale of Common Stock acquired upon the LTI Award Payout. The proceeds must be converted into local currency and the receipt of proceeds must be reported to the State Bank of Pakistan (the "SBP") by filing a "Proceeds Realization Certificate" issued by the bank converting the proceeds with the SBP. The repatriated amounts cannot be credited to a foreign currency account. The Participant should consult his or her personal advisor prior to repatriation of the sale proceeds to ensure compliance with applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The Participant is responsible for ensuring compliance with all exchange control laws in Pakistan.

PERU

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements the acknowledgment contained in paragraph 9 of the Agreement:

By accepting the LTI Grant, the Participant acknowledges, understands and agrees that the LTI Grant is granted ex gratia to the Participant.

NOTIFICATIONS

Securities Law Information. The LTI Grant is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, the Participant should refer to the Plan, the Agreement and any other grant documents made available by the Company. For more information regarding the Company, the Participant may refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at www.sec.gov.

PHILIPPINES

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in the Philippines shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

POLAND

NOTIFICATIONS

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

PORTUGAL

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

Exchange Control Information. If the Participant acquires shares of Common Stock under the Plan and does not hold the shares of Common Stock with a Portuguese financial intermediary, he or she may need

to file a report with the Portuguese Central Bank. If the shares of Common Stock are held by a Portuguese financial intermediary, it will file the report for the Participant.

ROMANIA

NOTIFICATIONS

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

RUSSIA

TERMS AND CONDITIONS

Securities Law Information. This Agreement, the Plan and all other materials that the Participant may receive concerning the LTI Grant and the Participant's participation in the Plan do not constitute advertising or an offering of securities in Russia. The Common Stock to be issued upon the LTI Award Payout has not and will not be registered in Russia and, therefore, the Common Stock described in any Plan documents may not be offered or placed in public circulation in Russia. In no event will Common Stock to be issued upon the LTI Award Payout be delivered to the Participant in Russia. All Common Stock acquired under the Plan will be maintained on the Participant's behalf outside of Russia. The Participant will not be permitted to sell Common Stock directly to a Russian legal entity or resident.

Settlement of LTI Grant and Sale of Shares. The Optionee understands that no shares of Common Stock will be issued upon vesting of the LTI Grant if the Company, in its sole discretion, determines that such issuance would not comply with applicable laws and regulations in Russia. Notwithstanding anything to the contrary in the Agreement, depending on the development of local regulatory requirements, the Participant acknowledges that the LTI Grant may be paid to the Participant in cash rather than shares of Common Stock. If shares of Common Stock are issued upon vesting of the LTI Grant, in the Company's sole discretion, the shares may be required to be immediately sold. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Participant's behalf pursuant to this authorization) and the Participant expressly authorizes the Company's designated broker to complete the sale of such shares. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Participant in accordance with any applicable exchange control laws and regulations.

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

The Participant understands and agrees that he or she must complete and return a Consent to Processing of Personal Data (the "Consent") form to the Company. Further, the Participant understands and agrees that if the Participant does not complete and return a Consent form to the Company, the Company will not be able make an LTI Grant to the Participant or other grants or administer or maintain such grants. Finally, the Participant understands that the Company has no obligation to substitute other forms of grants or compensation in lieu of the LTI Grant if the Participant fails to complete and return the Consent.

Therefore, the Participant understands that refusing to complete a Consent form or withdrawing his or her consent may affect the Participant's ability to participate in the Plan.

NOTIFICATIONS

Exchange Control Information. The Participant is responsible for complying with any and all Russian foreign exchange control requirements in connection with the LTI Grant, any shares of Common Stock acquired and funds remitted into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. The foreign exchange control rules and regulations in Russia are subject to frequent change. The Participant should contact their personal advisor to determine applicability of all repatriation, remittance or other exchange control requirements to ensure compliance with all applicable exchange control requirements prior to vesting of the LTI Grant and/or selling shares of Common Stock.

Labor Law Information. If the Participant continues to hold shares of Common Stock acquired at vesting of the LTI Grant after an involuntary termination of employment, the Participant will not be eligible to receive unemployment benefits in Russia.

Foreign Asset/Account Reporting Information. Russian residents are required to report the opening, closing or change of details of any foreign brokerage account to the Russian tax authorities within one (1) month of opening, closing or change of details of such account. Russian residents are also required to submit an annual cash flow report for any such foreign brokerage account on or before June 1 of the following year. Reporting requirements were further revised effective August 11, 2020 to expand the reporting requirement to include financial asset (including Common Stock) transactions in offshore accounts. Non-compliance with the reporting obligations could impact the Participant's ability to vest, receive shares of Common Stock pursuant to the LTI Grant, maintain the account outside of Russia and participate in the Plan. The Participant should consult with their personal legal advisor to determine the applicability of these reporting requirements to any brokerage account opened in connection with participation in the Plan.

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

SAUDI ARABIA

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in Saudi Arabia shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

NOTIFICATIONS

Securities Law Information. This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offer of Securities Regulations and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If the Participant does not understand the contents of this document he or she should consult an authorized financial advisor.

SERBIA

NOTIFICATIONS

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

SINGAPORE

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

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

SLOVAK REPUBLIC

There are no country specific provisions.

SLOVENIA

NOTIFICATIONS

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

SOUTH AFRICA

TERMS AND CONDITIONS

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

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

The Participant acknowledges that he or she may have copies of the above documents sent to him or her, at no charge, on written request being mailed to Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. The telephone number at the executive offices is +1 847-943-4000.

Withholding Taxes. The following provision supplements paragraph 8 of the Agreement.

By participating in the Plan and receiving the LTI Grant, the Participant understands and acknowledges that he or she is required to notify the Employer of the amount of any gain realized upon vesting of the LTI Grant.

Exchange Control Obligations. The Participant is solely responsible for complying with applicable South African exchange control regulations. In particular, the Participant may be required to obtain approval from the South African Reserve Bank for payments (including shares of Common Stock received pursuant to the Plan) that the Participant receives into accounts based outside of South Africa (e.g., a U.S. brokerage account). Since the exchange control regulations change frequently and without notice, the Participant should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Participant's responsibility to comply with South African exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

SOUTH KOREA

NOTIFICATIONS

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

SPAIN

TERMS AND CONDITIONS

Nature of Grant. The following provision supplements paragraph 9 of the Agreement:

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

The Participant understands and agrees that, as a condition of the grant of the LTI Grant, except as provided for in paragraph 3 of the Agreement, the termination of the Participant's employment for any reason (including for the reasons listed below) will automatically result in the loss of the LTI Grant that may have been granted to the Participant and that have not vested on the date of termination.

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

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

acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the LTI Grant made to the Participant shall be null and void.

NOTIFICATIONS

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

Exchange Control Information. The Participant may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to the Participant by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

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

SWEDEN

TERMS AND CONDITIONS

Withholding Taxes. The following provision supplements paragraph 8 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in paragraph 8 of the Agreement, by accepting the LTI Grants, the Employee authorizes the Company and/or the Employer to withhold shares of Common Stock or to sell shares of Common Stock otherwise deliverable to the Employee upon vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

SWITZERLAND

NOTIFICATIONS

Securities Law Information. Neither this document nor any other materials relating to the LTI Grant (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any

person other than an employee of the Mondelez Group or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

TAIWAN

TERMS AND CONDITIONS

Data Privacy Consent. The Participant hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in paragraph 10 of the Agreement and by participating in the Plan, the Participant agrees to such terms. In this regard, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Participant's country, either now or in the future. The Participant understands he or she will not be able to participate in the Plan if the Participant fails to execute any such consent or agreement.

NOTIFICATIONS

Securities Law Information. The LTI Grant and the shares of Common Stock to be issued pursuant to the Plan are available only to Participants of the Mondelez Group. The LTI Grant does not constitute a public offer of securities.

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

THAILAND

NOTIFICATIONS

Exchange Control Information. If the Participant receives proceeds from the sale of shares of Common Stock or cash dividends in relation to the shares of Common Stock in excess of US\$1,000,000 in a single transaction, the Participant must immediately repatriate the funds to Thailand (or utilize such funds offshore for permissible purposes) and convert the funds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. The Participant is also required to provide details of the transaction (i.e., identification information and purpose of the transaction) to the receiving bank.

If the Participant does not repatriate such funds and utilizes them offshore for permissible purposes (*i.e.*, purposes not listed in the negative list prescribed by the Bank of Thailand), the Participant must obtain a waiver of the repatriation requirement from a commercial bank in Thailand by submitting an application and supporting documents evidencing that such funds will be utilized offshore for permissible purposes.

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

TÜRKIYE

NOTIFICATIONS

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

Exchange Control Information. The Participant may be required to engage a Turkish financial intermediary to assist with the sale of shares of Common Stock acquired under the Plan. To the extent a Turkish financial intermediary is required in connection with the sale of any shares of Common Stock acquired under the Plan, the Participant is solely responsible for engaging such Turkish financial intermediary. The Participant should consult his or her personal legal advisor prior to the vesting of the LTI Grant or any sale of shares of Common Stock to ensure compliance with the current requirements.

UKRAINE

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in the Ukraine shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

NOTIFICATIONS

Exchange Control Information. The Participant is solely responsible for complying with applicable Ukraine exchange control regulations. Since the exchange control regulations change frequently and without notice, the Participant should consult his or her legal advisor prior to the acquisition or sale of shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Participant's responsibility to comply with the Ukraine exchange control laws, and the Mondelez Group will not be liable for any fines or penalties resulting from the Participant 's failure to comply with applicable laws.

UNITED ARAB EMIRATES

NOTIFICATIONS

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

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

UNITED KINGDOM ("U.K.")

TERMS AND CONDITIONS

Withholding Taxes. The following provision supplements paragraph 8 of the Agreement:

Without limitation to paragraph 8 of the Agreement, the Participant hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer, as applicable, or by HM Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Participant also hereby agrees to indemnify and keep indemnified the Company and the Employer, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on the Participant's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act), the Participant understands that he or she may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by the Participant, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to the Participant on which additional income tax and National Insurance Contributions ("NICs") may be payable. The Participant understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Participant by any of the means referred to in paragraph 8 of the Agreement.

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

UNITED STATES

TERMS AND CONDITIONS

Data Privacy Terms. This provision supplements paragraph 10 of the Agreement:

Pursuant to applicable data protection laws, the Participant is hereby notified that the Company collects, processes, uses and transfers certain personally-identifiable information about the Participant for the exclusive legitimate purpose of administering the Plan and implementing, administering and managing your participation in the Plan. For California residents, the categories of personal, including sensitive personal information, are identifiers, characteristics of protected classifications under California or federal law, professional or employment related information, social security, driver's license, state identification card, or passport number, and any personal information that identifies, relates to, describes,

or is capable of being associated with a particular individual. The Company does not sell the Participant's Personal Data or share it for cross-context behavioral advertising. If the Participant would like a copy of the Company's privacy policy, please contact a local human resources representative.

NOTIFICATIONS

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

URUGUAY

TERMS AND CONDITIONS

Data Privacy Consent. The Participant understands that the Data will be collected by the Employer and will be transferred to the Company at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. and/or any financial institutions or brokers involved in the management and administration of the Plan. The Participant further understands that any of these entities may store the Data for purposes of administering the Participant's participation in the Plan.

VENEZUELA

TERMS AND CONDITIONS

Investment Representation. As a condition of the LTI Grant, the Participant acknowledges and agrees that any shares of Common Stock the Participant may acquire upon the settlement of the LTI Grant are acquired as and intended to be an investment rather than for the resale of the shares of Common Stock and conversion of shares into foreign currency.

Exchange Control Information. Exchange control restrictions may limit the ability to vest in the LTI Grant or remit funds into Venezuela following the receipt of the cash proceeds from the sale of shares of Common Stock acquired upon settlement of the LTI Grant under the Plan. The Company reserves the right to further restrict the settlement of the LTI Grant, or to amend or cancel the LTI Grant at any time, in order to comply with the applicable exchange control laws in Venezuela. The Participant is responsible for complying with exchange control laws in Venezuela and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, the Participant should consult with his or her personal legal advisor before accepting the LTI Grant to ensure compliance with current regulations.

NOTIFICATIONS

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

a public offering under the laws of the Bolivarian Republic of Venezuela and, therefore, it is not required to request the previous authorization of the National Superintendent of Securities.

VIETNAM

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in Vietnam shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

GLOBAL LONG-TERM INCENTIVE GRANT AGREEMENT

(2024-2026 Performance Cycle)

MONDELĒZ INTERNATIONAL, INC., a Virginia corporation (the "<u>Company</u>"), hereby grants to the individual (the "<u>Participant</u>") named in the Long-Term Incentive Grant Notice (the "<u>Notice</u>") a Long-Term Incentive Grant (the "<u>LTI Grant</u>") with respect to the Performance Cycle and Performance Goals set forth in the Notice, subject to the terms and provisions of the Notice, this Global Long-Term Incentive Grant Agreement, including any country-specific appendix (this "<u>Agreement</u>") and the Mondelēz International, Inc. 2024 Performance Incentive Plan, as may be amended from time to time (the "<u>Plan</u>"). Unless and until the Committee determines that an Award is payable with respect to the LTI Grant, in the manner set forth in paragraphs 4 or 5 hereof, the Participant shall have no right to payment based on the LTI Grant. Prior to payment of an Award based on the LTI Grant, the LTI Grant represents an unsecured obligation of the Company payable, if at all, from the general assets of the Company. All references to action of or approval by the Committee shall be deemed to include action of or approval by any other person(s) to whom the Committee has delegated authority to act.

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

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

- 1. <u>Definitions</u>. For purposes of the Plan, the following terms shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates. All capitalized terms used in this Agreement without definition shall have the same meaning as defined under the Plan and the Notice.
- (a) <u>Affiliate</u>. "Affiliate" means any entity that directly or indirectly through one or more intermediaries controls or is controlled by the Company, in each case, as determined by the Committee.
- (b) <u>Disability</u>. "Disability" means permanent and total disability as determined under procedures established by the Company for purposes of the Plan.
- (c) <u>LTI Award Payout</u>. "LTI Award Payout" means the number of shares of Common Stock (if the Award is settled in shares) or the amount (if the Award is settled in cash) in either case with the value determined as the product of (a) the LTI Grant Target multiplied by (b) the Performance Goal Attainment Factor (subject to the Committee's discretion specified in paragraph 4(c)), and, in the case of a Participant who terminates employment before the last day of the Performance Cycle and is otherwise eligible for a pro rata payout in accordance with the terms of this Agreement, further multiplied by (c) the Participation Period Factor.

- (d) <u>LTI Grant Target</u>. "LTI Grant Target" means the target number of shares of Common Stock or amount set forth in the Notice.
- (e) <u>Maximum Goal Factor</u>. "Maximum Goal Factor" means the maximum percentage set forth in the Notice.
- (f) <u>Participation Period Factor</u>. "Participation Period Factor" means a fraction, the numerator of which is the number of months (including partial months, rounded up to the next whole month) the Participant participates during the Performance Cycle and the denominator of which is the number of months in the Performance Cycle. The Committee, in its sole discretion, may adjust the Participation Period Factor.
- (g) <u>Performance Cycle</u>. "Performance Cycle" means the performance period set forth in the Notice over which the attainment of the Performance Goals will be measured for the purpose of determining the LTI Award Payout.
- (h) <u>Performance Goal Attainment Factor</u>. "Performance Goal Attainment Factor" means a percentage ranging from 0% to the Maximum Goal Factor representing the level at which the Performance Goals have been attained as determined by the Committee.
- (i) <u>Retirement</u>. "Retirement" means, unless otherwise determined by the Committee, in its sole discretion, the termination of employment on or after either (i) the date the Participant is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelez Group or (ii) the date the Participant is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelez Group.
- 2. <u>Incorporation of Terms of Plan</u>. The LTI Grant is subject to the terms and conditions of the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control except as otherwise expressly set forth in this Agreement.

3. <u>Vesting and Forfeiture</u>.

- (a) <u>Vesting</u>. Except as expressly provided in this Agreement, if the Committee determines that the Performance Goals for the Performance Cycle have been met and the other terms and conditions set forth in the Plan have been satisfied, an Award will be made to the Participant based on the Participant's LTI Award Payout.
- (b) <u>Forfeiture</u>. Unless determined otherwise by the Committee or except as expressly provided in this Agreement, if the Participant has not been continuously and actively employed with a member of the Mondelēz Group that employs the Participant (the "<u>Employer</u>"), from the date of the Notice through the last date of the Performance Cycle or if the Participant is not an employee in good standing with the Employer on the date of payment described in paragraph 4(a) hereof, the LTI Grant will be forfeited immediately and without any further action by the Company or the Committee. For purposes of the preceding sentence, the Participant will not be considered to be continuously and actively employed with the Employer once he or she has stopped providing services, notwithstanding any notice period mandated under the employment laws of the country where the Participant resides (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to the employment laws of the country where the Participant resides), unless otherwise determined by the Company on a country-by-country basis. Unless otherwise determined by the Committee, a leave of absence shall not constitute a termination of continuous service. The Committee has the exclusive discretion to determine

when a Participant is no longer actively employed for purposes of the LTI Grant, subject to compliance with Section 409A of the Code.

- (i) <u>Death/Disability</u>. If the Participant dies or terminates active employment with the Mondelez Group due to Disability, the vesting of the LTI Grant will occur on a pro rata basis calculated pursuant to paragraph 1(c) of this Agreement. The LTI Award Payout will be made to the Participant by using a Performance Goal Attainment Factor equal to 100%, subject to compliance with the payment timing provisions set forth in paragraph 4(a)(iii) hereof.
- (ii) <u>Retirement</u>. If a Participant terminates active employment with the Mondelez Group prior to the potential payment of an Award as a result of the Participant's Retirement and the LTI Grant is not otherwise accounted for, or included in, the Participant's severance or retirement arrangement with the Mondelez Group and the Participant timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion, then, unless otherwise determined by the Committee:
- (A) in the event that the Participant's Retirement occurs because the Participant is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelēz Group and the Retirement date occurs on or after the 181st day following the Grant Date, the Participant shall remain eligible to receive a LTI Award Payout with a Participation Period Factor equal to 100% (the LTI Award Payout will not be prorated) based on actual attainment of the Performance Goals, payable in accordance with the payment timing provisions set forth in paragraph 4(a)(iii) hereof.
- (B) in the event that the Employee's Retirement occurs because the Employee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group and the Retirement date occurs on or after the 181st day following the Grant Date, the Participant shall remain eligible to receive a prorated LTI Award Payout (calculated pursuant to paragraph 1(c) of this Agreement) based on actual attainment of the Performance Goals, payable in accordance with the payment timing provisions set forth in paragraph 4(a)(iii) hereof.

For the purposes of this section 3(b), any prorated LTI Award Payout will be calculated by applying the Participant's Participation Period Factor as determined in the sole discretion of the Committee, subject to compliance with the payment timing provisions set forth in paragraph 4 hereof.

Notwithstanding the above, if the Committee receives an opinion of counsel that there has been a legal judgment and/or legal development in the Participant's jurisdiction that likely would result in the favorable treatment on Retirement described in this section that applies to the LTI Grant being deemed unlawful and/or discriminatory, then the Company will not apply the favorable Retirement treatment at the time of the termination and the LTI Grant will be treated as it would under the rules that apply if the Participant's employment is terminated for reasons other than Retirement, death or Disability.

4. Payment.

(a) Form and Time of Payment.

(i) <u>Form of Payment</u>. Subject to the terms of the Plan, the Notice and this Agreement, and except as otherwise expressly provided and subject to the terms of this Agreement (including Appendix A hereto), any Award that becomes payable in accordance with paragraph 3 hereof shall be paid in whole shares of Common Stock, which shall be issued in book-entry form, registered in the Participant's name. In the event the LTI Award Payout results in less than a whole number of shares of

Common Stock, the LTI Award Payout shall be rounded up to the next whole share of Common Stock (no fractional shares of Common Stock shall be issued in payment of an Award).

- (ii) <u>Certification; Performance Goal Attainment Factor Determination</u>. Following the completion of the Performance Cycle and, subject to paragraph 3(b)(i) and paragraph 5 hereof, prior to the payment of an Award, the Committee shall certify in writing whether the applicable Performance Goals were achieved for the Performance Cycle and shall determine the Performance Goal Attainment Factor with respect to the Award.
 - (iii) <u>Payment Timing</u>. Subject to the terms of this Agreement, including Section 22, the Award shall be paid as follows:
- (A) The LTI Award Payout, including a payout upon a Participant's Retirement described under paragraph 3(b) (ii)(A) hereof or paragraph 3(b)(ii)(B) hereof shall be paid as soon as practicable between January 1 and March 15 of the calendar year immediately following or coinciding with the end of the Performance Cycle following the date the Committee determines that the Performance Goals for the Performance Cycle have been attained and determines an LTI Grant has vested and is payable for the Performance Cycle.
- (B) An Award that becomes payable under paragraph 3(b)(i) hereof in connection with a Participant's death shall be paid within 75 days following the Participant's death.
- (C) An Award that becomes payable in connection with the Participant's termination resulting from Disability as described under paragraph 3(b)(i) shall be paid within 75 days following such Disability, provided that if the Participant is subject to taxation under the laws of the U.S., the Award is considered Deferred Compensation (as defined in Section 22 hereof) and is payable upon a termination resulting from Disability and the Disability experienced by the Participant does not constitute a "disability" within the meaning of Section 409A of the Code (in each case as determined by the Company in its sole discretion), then such payment shall be made in accordance with the payment timing described under paragraph 4(a)(iii)(A) hereof.
- (c) <u>Conditions to Payment of an Award</u>. Notwithstanding any other provision of this Agreement (including without limitation paragraph 3(a) hereof):
- (i) The Award shall not become payable to the Participant or his or her legal representative unless and until the Participant or his or her legal representative shall have satisfied all applicable withholding obligations for Tax-Related Items (as defined in paragraph 8 below), if any, in accordance with paragraph 8 hereof.
- (ii) The Company shall not be required to issue or deliver any certificate or certificates (whether in electronic or other form) for any shares of Common Stock in payment of the Award prior to the fulfillment of all of the following conditions: (A) the admission of the Common Stock to listing on all stock exchanges on which the Common Stock is then listed, (B) the completion of any registration or other qualification of the Common Stock under any state or federal law or under rulings or regulations of the Commission or other governmental regulatory body, which the Committee shall, in its sole and absolute discretion, deem necessary and advisable, or if the offering of the Common Stock is not so registered, a determination by the Company that the issuance of the Common Stock would be exempt from any such registration or qualification requirements, (C) the obtaining of any approval or other clearance from any state, federal or foreign governmental agency that the Committee shall, in its absolute

discretion, determine to be necessary or advisable and (D) the lapse of any such reasonable period of time following the date the Award becomes payable as the Committee may from time to time establish for reasons of administrative convenience, subject to compliance with Section 409A of the Code.

- (d) <u>Payment Amount</u>. The Committee shall retain the right, in its sole discretion, to modify the Performance Goal Attainment Factors (resulting in a reduction, an increase or elimination (including to zero) of, the amount otherwise payable under the LTI Grant) to take into account recommendations of the Chief Executive Officer of the Company and/or such additional factors including qualitative factors, if any, that the Committee may deem relevant to the assessment of individual or corporate performance for the Performance Cycle.
- 5. <u>Treatment Upon a Change in Control</u>. In the event of a Change in Control (as defined in Section 6(b) of the Plan), the LTI Grant is subject to the terms provided in Section 6 of the Plan.

6. <u>Confidential Information</u>.

- (a) The Participant acknowledges by accepting any Grant under the Plan to not use or disclose the Mondelēz Group's trade secrets or Confidential Information known to the Participant until any particular trade secret or Confidential Information becomes generally known (through no fault of the Participant), whereupon the restriction on use and disclosure shall cease as to that item. For purposes of this agreement, "Confidential Information" includes, but is not limited to, certain sales, marketing, strategy, financial, product, personnel, manufacturing, technical and other proprietary information and material which are the property of the Mondelēz Group. The Participant understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.
- (b) A main purpose of the Plan is to strengthen the alignment of long-term interests between participants and the Mondelēz Group by providing an ownership interest in the Company, and to prevent former employees whose interests become adverse to the Company from maintaining that ownership interest. By acceptance of any Grant (including the LTI Grant) under the Plan, the Participant acknowledges and agrees that if the Participant breaches any of the covenants set forth in paragraph 6(a):
 - 1. all unvested or unearned Grants (including any unearned portion of the LTI Grant) shall be immediately forfeited;
 - 2. the Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, unpaid or deferred Grants at any time if the Participant is not in compliance with all terms and conditions set forth in the Plan and this Agreement including, but not limited to, paragraph 6(a);
 - 3. the Participant shall repay to the Mondelēz Group the net proceeds of any Plan benefit that occurs at any time after the earlier of the following two dates: (i) the date twelve (12) months immediately preceding any such violation; or (ii) the date six (6) months prior to the Participant's termination of employment with the Mondelēz Group. The Participant shall repay to the Mondelēz Group the net proceeds in such a manner and on such terms and conditions as may be required by the Mondelēz Group, and the Mondelēz Group shall be entitled to set-off against the amount of any such net proceeds any amount owed to the Participant by the Mondelēz Group, in a way that is intended to avoid the application of penalties under Section 409A of the Code, if applicable, or other applicable law. For

- purposes of this paragraph, net proceeds shall mean the Fair Market Value of the shares of Common Stock less any Tax-Related Items; and
- 4. the Mondelēz Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security as the Participant acknowledges that such breach would cause the Mondelēz Group to suffer irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.
- (c) If any provision contained in this paragraph 6 shall for any reason, whether by application of existing law or law which may develop after the Participant's acceptance of a Grant under the Plan be determined by a court of competent jurisdiction to be overly broad as to scope of activity, duration or territory, the Participant agrees to join the Mondelēz Group in requesting such court to construe such provision by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.
- (d) Notwithstanding the foregoing, no section of this Agreement is intended to or shall limit, prevent, impede or interfere with the Participant's non-waivable right, without prior notice to the Company, to provide information to, participate in investigations by or testify in proceedings before any federal, state or local government subdivision or agency, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, U.S. Department of Justice, the U.S. Congress, or any agency Inspector General, regarding the Mondelēz Group's past or future conduct, or to engage in any activities protected under applicable whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Participant does not need prior authorization from the Mondelēz Group to make any such reports or disclosures and is not required to notify the Mondelēz Group that the Participant has made such reports or disclosures.
- (e) The Participant is hereby advised in writing to consult with an attorney before entering into the covenants outlined in this Section 6. The Participant acknowledges that prior to acceptance of this Agreement, the Participant has been advised by the Company of the Participant's right to seek independent advice from an attorney of the Participant's own selection regarding this Agreement, including the restraints imposed upon him or her pursuant to this Section 6. The Participant acknowledges that they have entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Participant further represents that in entering into this Agreement, the Participant is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Participant is relying only upon their own judgment and any advice provided by the Participant's attorney. The Participant acknowledges he or she has been provided at minimum 14 calendar days to review the provisions contained herein but may voluntarily waive this period and sign prior to the 14 calendar day period lapsing.
- (f) For purposes of this Section 6, the Company and any member of the Mondelez Group shall be deemed to be third-party beneficiaries with the right to seek enforcement of any of the provisions

of this Section 6. Further, for purposes of this Section 6, references to acting directly or indirectly include acting jointly with or through another person.

- Clawback Policy/Forfeiture. The Participant understands and agrees that in the Committee's sole discretion, the Company may cancel all or part of the LTI Grant or require repayment by the Participant to the Company of all or part of any LTI Award Payout underlying any vested LTI Grant pursuant to any recovery, recoupment, clawback and/or other forfeiture policy maintained by the Company, including the Company's Dodd-Frank Clawback Policy, the Company's Compensation Recoupment Policy, and a violation of paragraph 6 above, from time to time. In addition, any payments or benefits the Participant may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with the requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, rules promulgated by the Commission, any other applicable law, or any securities exchange on which the Common Stock is listed or traded, as may be in effect from time to time. In connection with the enforcement of such clawback policy, the Participant hereby expressly acknowledges and agrees that the Company shall have the right to reduce, cancel, or withhold against outstanding, unvested, vested, or future cash or equity-based compensation owed or due to the Participant, to the maximum extent permitted under applicable law. No such recovery will be an event giving rise to a right to resign for Good Reason or be deemed a "constructive termination" (or any similar term) as such terms are used in any agreement between the Participant and the Company or under any severance plans applicable to the Participant.
- 8. Withholding Taxes. The Participant acknowledges that regardless of any action taken by the Company or, if different, the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant or deemed by the Company or the Employer, in their discretion, to be an appropriate charge to the Participant even if legally applicable to the Company or the Employer ("Tax-Related Items") is and remains his or her responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the LTI Grant, including the vesting or payment of any Award relating to the LTI Grant, the receipt of any dividends or cash payments in lieu of dividends, or the subsequent sale of shares of Common Stock; and (b) do not commit to and are under no obligation to structure the terms of the LTI Grant or any aspect of the Participant's participant becomes subject to any Tax-Related Items in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction.

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

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

Furthermore, the Company and/or the Employer are authorized to satisfy any withholding obligations with regard to all Tax-Related Items arising from the vesting or payment of any Award relating to the LTI Grant, or sale of shares issued pursuant to the Award, as the case may be, by withholding from the Participant's wages or other cash compensation paid to the Participant by the Company and/or the Employer. Shares of Common Stock deducted from the LTI Award Payout in satisfaction of any Tax-Related Items shall be valued at the Fair Market Value of the Common Stock received in payment of the Award on the date as of which the amount giving rise to the withholding requirement first became includible in the gross income of the Participant under applicable tax laws. If the Participant is covered by a Company tax equalization policy, the Participant also agrees to pay to the Company any additional hypothetical tax obligation calculated and paid under the terms and conditions of such tax equalization policy. Finally, the Participant shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of his or her participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Common Stock if the Participant fails to comply with his or her Tax-Related Items obligations.

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

The Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering statutory withholding rates or other applicable withholding rates in the Participant's jurisdiction(s), including minimum or maximum applicable withholding rates, in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent shares of Common Stock or, if not refunded, the Participant may be able to seek a refund from the applicable tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

- 9. <u>Nature of the Grant</u>. By participating in the Plan and in exchange for receiving the LTI Grant, the Participant acknowledges, understands and agrees that:
- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) the LTI Grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future awards, or benefits in lieu of LTI Grants, even if LTI Grants have been made in the past;
 - (c) all decisions with respect to future LTI Grants, if any, will be at the sole discretion of the Committee;

- (d) the Participant's participation in the Plan is voluntary;
- (e) the LTI Grant and the shares of Common Stock, and the income and value of same, subject to the LTI Grant are not intended to replace any pension rights or compensation;
- (f) the LTI Grant and the shares of Common Stock subject to the LTI Grant and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension, retirement or welfare benefits or similar mandatory payments;
 - (g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted;
- (h) unless otherwise agreed with the Company, the LTI Grant and the shares of Common Stock underlying the LTI Grant, and the income and value of same, are not granted as consideration for, or in connection with, the service the Participant may provide as a director of any entity of the Mondelēz Group;
- (i) the LTI Grant and the shares of Common Stock subject to the LTI Grant, and the income and value of same, are not part of normal or expected compensation or salary for any purpose;
- (j) neither the Company, the Employer nor any other member of the Mondelēz Group shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the LTI Grant or any shares of Common Stock delivered to the Participant upon vesting of the LTI Grant or of any proceeds resulting from the Participant's sale of such shares; and
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the LTI Grant or the recoupment of any shares of Common Stock acquired under the Plan resulting from (a) the failure to reach Performance Goals or termination of the Participant's employment or other service relationship by the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or the terms of his or her employment agreement, if any); and/or (b) the application of any recoupment policy or any recovery or clawback policy otherwise required by law.
- 10. <u>Data Privacy.</u> The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other LTI Grant materials ("<u>Data</u>") by and among the Mondelëz Group for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

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

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

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

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

10 May 22, 2024

- 12. Rights as Shareholder. Neither the Participant nor any person claiming under or through the Participant shall have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock issuable hereunder unless and until certificates representing such Common Stock (which may be in uncertificated form) will have been issued and recorded on the books and records of the Company or its transfer agents or registrars, and delivered to the Participant (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, the Participant shall have all the rights of a shareholder of the Company, including with respect to the right to vote the Common Stock and the right to receive any cash or share dividends or other distributions paid to or made with respect to the Common Stock. Notwithstanding the foregoing, in accordance with Section 9 of the Plan, the Company may provide for the accrual of dividend equivalents on the outstanding LTI Grant which shall be subject to the same vesting restrictions and conditions as the LTI Grant and may be subject to such additional restrictions and conditions as the Committee may establish.
- 13. <u>Adjustments</u>. The Committee may make such adjustments to one or more of the Performance Goals, as well as the manner in which the LTI Award Payout is calculated, as the Committee in its sole discretion deems appropriate. The Participant shall be notified of such adjustment and such adjustment shall be binding upon the Company and the Participant.
- 14. NO GUARANTEE OF CONTINUED EMPLOYMENT. THE PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE LTI GRANT PURSUANT TO THE PROVISIONS OF THE PLAN AND THIS AGREEMENT IS EARNED ONLY IF THE PERFORMANCE GOALS ARE ATTAINED AND THE OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE PLAN ARE SATISFIED AND BY THE PARTICIPANT CONTINUING TO BE EMPLOYED (SUBJECT TO THE PROVISIONS OF PARAGRAPH 3(b) HEREOF) AT THE WILL OF THE EMPLOYER (AND NOT THROUGH THE ACT OF BEING EMPLOYED BY THE EMPLOYER, BEING GRANTED AN LTI GRANT, OR RECEIVING COMMON STOCK HEREUNDER). THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE RIGHT TO EARN A PAYMENT UNDER THE LTI GRANT SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED EMPLOYMENT DURING THE PERFORMANCE CYCLE, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH THE PARTICIPANT'S RIGHT OR THE RIGHT OF THE EMPLOYER TO TERMINATE THE PARTICIPANT'S EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE AND IN ACCORDANCE WITH APPLICABLE EMPLOYMENT LAWS OF THE COUNTRY WHERE THE PARTICIPANT RESIDES OR BE INTERPRETED AS FORMING AN EMPLOYMENT OR SERVICE CONTRACT WITH THE EMPLOYER.
- 15. Entire Agreement; Governing Law. The Notice, the Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except as provided in the Notice, the Plan or this Agreement or by means of a writing signed by the Company and the Participant. Nothing in the Notice, the Plan and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan and this Agreement are to be construed in accordance with and governed by the substantive laws of the Commonwealth of Virginia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the substantive laws of the Commonwealth of Virginia to the rights and duties of the parties. Unless otherwise provided in the Notice, the Plan or this Agreement, the Participant is deemed to submit to the exclusive jurisdiction of the Commonwealth of Virginia, U.S.A., and agrees that such

litigation shall be conducted in the courts of Henrico County, Virginia, or the federal courts for the United States for the Eastern District of Virginia.

- 16. <u>Conformity to Securities Laws</u>. The Participant acknowledges that the Notice, the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Commission, including, without limitation, Rule 16b-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Notice, the Plan and this Agreement shall be administered, and the LTI Grant is made, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Notice, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.
- 17. Administration and Interpretation. The terms and provisions of the Plan (a copy of which will be made available online or furnished to the Participant upon written request to the Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A.) are incorporated herein by reference. To the extent any provision in the Notice or this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern except as otherwise expressly set forth in this Agreement. The LTI Grant, the vesting of the LTI Grant and any issuance of Common Stock upon payment of the LTI Grant are subject to, and shall be administered in accordance with, the provisions of the Plan, as the same may be amended from time to time. Any question or dispute regarding the administration or interpretation of the Notice, the Plan and this Agreement shall be submitted by the Participant or by the Company to the Committee. The resolution of such question or dispute by the Committee shall be final and binding on all persons.
- 18. <u>Headings</u>. The captions used in the Notice and this Agreement are inserted for convenience and shall not be deemed a part of the LTI Grant for construction or interpretation.
- 19. <u>Notices</u>. Any notice required or permitted hereunder shall be (i) given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party or (ii) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and shall be deemed effectively given upon such delivery. Any documents required to be given or delivered to the Participant related to current or future participation in the Plan may also be delivered through electronic means as described in paragraph 26 below.
- 20. <u>Successors and Assigns</u>. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.
- 21. <u>Severability</u>. Whenever feasible, each provision of the Notice, this Agreement and the Plan shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision in the Notice, the Plan or this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Notice, the Plan or this Agreement.

22. <u>Code Section 409A</u>. This LTI Grant is intended to be exempt from, or otherwise comply with, Section 409A of the Code and shall be interpreted, operated and administered in a manner consistent with such intent. The Company reserves the right, to amend or modify this Agreement at any time, without the consent of the Participant or any other party, to avoid the application of Section 409A of the Code in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Nothing in the Agreement or the Plan shall provide a basis for any person to take action against the Mondelēz Group based on matters covered by Section 409A of the Code, including the tax treatment of any amount paid under the LTI Grant made hereunder, and Mondelēz Group shall not under any circumstances have any liability to any participant or his estate or any other party for any taxes, penalties or interest due on amounts paid or payable under this Agreement, including taxes, penalties or interest imposed under Section 409A of the Code.

Notwithstanding anything to the contrary in the Agreement, if the Award is considered nonqualified deferred compensation subject to Section 409A of the Code ("Deferred Compensation") and is settled on or on a date that is by reference to the Participant's "separation from service" and the Participant is a "specified employee" (each within the meaning of Section 409A of the Code and each determined by the Company it its sole discretion) on the date the Participant experiences a separation from service, then the Award (or applicable portion thereof) shall be settled on the first business day of the seventh month following the Participant's separation from service, or, if earlier, on the date of the Participant's death, to the extent such delayed payment is required in order to avoid a prohibited distribution under Section 409A of the Code.

- 23. <u>No Advice Regarding LTI Grant</u>. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan or the Participant's acquisition or sale of any shares of Common Stock issued in payment of the LTI Grant. The Participant understands and agrees that the Participant should consult with his or her own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.
- 24. <u>Language</u>. The Participant acknowledges that he or she is sufficiently proficient in English, or, alternatively, the Participant acknowledges that he or she will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, unless otherwise required by applicable law.
- 25. <u>Appendix</u>. Notwithstanding any provisions in this Agreement, the LTI Grant shall be subject to any terms and conditions set forth in Appendix A to this Agreement for the Participant's country. Moreover, if the Participant relocates to one of the countries included in Appendix A, the terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Agreement.
- 26. <u>Electronic Delivery and Acceptance</u>. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

- 27. <u>Imposition of Other Requirements</u>. The Company reserves the right to impose other requirements on the Participant's participation in the Plan or on the LTI Grant and on any shares of Common Stock issued in payment of the LTI Grant, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
- 28. <u>Insider Trading/Market Abuse Laws</u>. The Participant may be subject to insider trading and/or market abuse laws, which affect the Participant's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to such shares (*e.g.*, the LTI Grant) or rights linked to the value of shares of Common Stock under the Plan during such times as the Participant is considered to have "material nonpublic information" or "insider information" regarding the Company (as defined by the laws or regulations in the relevant jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant places before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. The Participant acknowledges that it is his or her responsibility to be compliant with any applicable restrictions, and that the Participant should speak to his or her personal advisor on this matter.
- Exchange Control, Tax and Foreign Asset/Account Reporting Requirements. The Participant acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Participant's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock acquired under the Plan) in a brokerage, bank account or legal entity outside the Participant's country. The Participant also may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. In addition, the Participant agrees to take any and all actions required by the Company, any other entity in the Mondelēz Group or the local laws, rules and regulations in the Participant's country of residence (and country of employment, if different) that may be required to comply with such laws, rules and regulations. The Participant acknowledges that it is the Participant's responsibility to be compliant with such regulations, and the Participant understands and agrees that the Participant should consult his or her personal legal advisor for any details.
- 30. <u>Waiver</u>. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Participant or any other participant of the Plan.

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

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

MONDELĒZ INTERNATIONAL, INC.

/s/ Laura Stein

Laura Stein
Executive Vice President,
Corporate & Legal Affairs, General Counsel and Corporate Secretary

15 May 22, 2024

APPENDIX A

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

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

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

This Appendix A also includes information regarding securities, exchange control and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2024. Such laws are often complex and change frequently. As a result, the Participant should not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Participant vests in the LTI Grant or sells shares of Common Stock acquired under the Plan.

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

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

16 May 22, 2024

EUROPEAN UNION / EUROPEAN ECONOMIC AREA, SWITZERLAND AND THE UNITED KINGDOM

TERMS AND CONDITIONS

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

If the Participant is based in the European Union ("EU"), the European Economic Area, Switzerland or the United Kingdom, the Participant should note that Mondelēz International, Inc., with registered address at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. is the controller responsible for the processing of the Participant's Personal Data (as defined below) in connection with the Agreement and the Plan.

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

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

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

Morgan Stanley, PricewaterhouseCoopers LLP or KPMG LLP with such agreement being a condition to the Participant's ability to participate in the Plan.

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

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

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

ARGENTINA

TERMS AND CONDITIONS

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

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

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

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

NOTIFICATIONS

Securities Law Information. Neither the LTI Grant nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be registered with the Argentine Securities Commission (*Comisión Nacional de Valores*, "*CNV*"). Neither this Agreement nor any other offering material related to the LTI Grant nor the underlying shares of Common Stock may be utilized in connection with any general offering to the public in Argentina.

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

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

AUSTRALIA

TERMS AND CONDITIONS

Securities Law Disclosure. This offer is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). Please note that if the Participant offers shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Participant should obtain legal advice on the Participant's disclosure obligations prior to making any such offer.

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

NOTIFICATIONS

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

Tax Notification. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to conditions in the Act).

AUSTRIA

NOTIFICATIONS

Exchange Control Information. If the Participant holds securities (including shares of Common Stock acquired under the Plan) or cash (including proceeds from the sale of shares of Common Stock) outside of Austria, he or she may be subject to reporting obligations to the Austrian National Bank. If the value of the shares of Common Stock meets or exceeds a certain threshold, the Participant must report the securities held on a quarterly basis to the Austrian National Bank as of the last day of the quarter, on or before the 15th day of the month following the end of the calendar quarter. In all other cases, an annual reporting obligation applies and the report has to be filed as of December 31 on or before January 31 of the following year using the form P2. Where the cash amounts held outside of Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

If the Participant sells shares of Common Stock, or receives any cash dividends, the Participant may have exchange control obligations if the Participant holds the cash proceeds outside Austria. If the transaction volume of all the Participant's accounts abroad meets or exceeds a certain threshold, the Participant must report to the Austrian National Bank the movements and balances of all accounts on a monthly basis, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BELGIUM

NOTIFICATIONS

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

Annual Securities Accounts Tax. If the value of securities held in a Belgian or foreign securities account exceeds EUR 1 million, a new "annual securities accounts tax" applies. Belgian residents should consult with their personal tax advisor regarding the new tax.

BRAZIL

TERMS AND CONDITIONS

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

Labor Law Acknowledgment. By accepting the LTI Grant, the Participant understands, acknowledges and agrees that, for all legal purposes (i) the Participant is making an investment decision and (ii) the

value of the underlying shares of Common Stock are not fixed and may increase or decrease in value over the vesting period without compensation to the Employee.

NOTIFICATIONS

Exchange Control Information. Individuals who are resident or domiciled in Brazil are generally required to submit an annual declaration of assets and rights held outside Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is greater than US\$1,000,000. If such amount is equal to or greater than US\$100,000,000, the referenced declaration must be submitted quarterly, in the month following the end of each quarter. Assets and rights to be included in this annual declaration include shares of Common Stock acquired under the Plan.

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

BULGARIA

NOTIFICATIONS

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

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

CANADA

TERMS AND CONDITIONS

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

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

Except as expressly required by applicable legislation, the Participant's employment with the Mondelēz Group shall be deemed to be terminated and vesting for the LTI Grant will terminate effective as of the date that is the earliest of: (1) the date the Participant's employment with the Mondelēz Group is terminated, or (2) the date the Participant receives notice of termination of employment from the Mondelēz Group; regardless of the reason for such termination and whether or not later found to be invalid or in breach of any applicable law, including Canadian provincial employment law (including but not limited to statutory law, regulatory law and/or common law) or the terms of the Participant's employment or service agreement, if any. The Committee shall have the exclusive discretion to

determine when the Participant is no longer actively employed or providing services and the termination date for purposes of the Agreement.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Participant's right to vest in the LTI Grants under the Plan, if any, will terminate effective as of the last day of the Participant's minimum statutory notice period. The Participant will not earn or be entitled to pro-rated vesting for that portion of time before the date on which the Participant's right to vest terminates or if the vesting date falls after the end of the Participant's statutory notice period, nor will the Participant be entitled to any compensation for lost vesting.

The following provisions apply for Participants resident in Quebec:

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

The Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Participant further authorizes the Mondelēz Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Participant acknowledges and agrees that the Participant's personal information, including sensitive personal information, may be transferred or disclosed outside of the Province of Quebec, including to the United States. The Participant further authorizes the Mondelēz Group to record such information and to keep such information in his or her employee file. The Participant also acknowledges and authorizes the Company and any subsidiary or affiliate or other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on the Participant or the administration of the Plan.

Language. A French translation of the Plan and the Agreement can be made available to the Participant as soon as reasonably practicable upon the Participant's request. The Participant understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

Une traduction française du Plan et du présent Contrat pourra êtremise à la disposition de Participant dès que raisonnablement possible à la demande de l'Participant. Le Participant comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Compagnie traduira en français les documents relatifs à l'offre du Plan dès que raisonnablement possible.

NOTIFICATIONS

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

Foreign Asset/Account Reporting Information. The Participant is required to report any specified foreign property annually on Form T1135 (Foreign Income Verification Statement) if the total cost of the

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

CHILE

NOTIFICATIONS

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

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

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

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

Foreign Asset / Account Reporting Information. If the Participant holds shares of Common Stock acquired under the Plan outside Chile, the Participant may be required to inform the Chilean Internal

Revenue Service (the "<u>CIRS</u>") of the details of the Participant's investment in the shares of Common Stock. Further, if the Participant wishes to receive credit against the Participant's Chilean income taxes for any taxes paid abroad, the Participant e must report the payment of taxes abroad to the CIRS. In either case, the Participant must file Tax Form 1929 by July 1 each year, which should be submitted electronically through the CIRS website: www.sii.cl.

CHINA

TERMS AND CONDITIONS

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

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

In the event that the Participant is not required to sell shares of Common Stock immediately upon payment of the LTI Grant, any shares of Common Stock issued to the Participant must be maintained in an account with Morgan Stanley Smith Barney, LLC. or such other broker as may be designated by the Company until the shares of Common Stock are sold through that broker. If the Company changes its designated broker, the Participant acknowledges and agrees that the Company may transfer any shares of Common Stock issued under the Plan to the new designated broker if necessary for legal or administrative reasons. The Participant agrees to sign any documentation necessary to facilitate the transfer. In addition, the Participant acknowledges and agrees that he or she must sell any shares of Common Stock issued as soon as practicable following the termination of the Participant's employment or other service relationship with the Mondelēz Group, or within any other such time frame the Company determines to be necessary or advisable to comply with local requirements.

Exchange Control Restrictions. The Participant understands and agrees that, due to exchange control laws in China, he or she will be required to immediately repatriate to China the cash proceeds from the sale of shares of Common Stock acquired under the LTI Grant. The Participant further understands that, under local law, such repatriation of the cash proceeds will be effected through a special exchange control account established by a member of the Mondelēz Group and the Participant hereby consents and agrees that any cash proceeds received in connection with the Plan will be transferred to such special account prior to being delivered to him or her. The proceeds may be paid in U.S. dollars or local currency at the

Company's discretion. If the proceeds are paid in U.S. dollars, the Participant acknowledges that he or she will be required to set up a U.S. dollar bank account in China so that the proceeds may be delivered to this account. If the proceeds are converted to local currency, the Participant acknowledges that the Mondelēz Group is under no obligation to secure any currency conversion rate, and may face delays in converting the proceeds to local currency due to exchange control restrictions in China. The Participant agrees to bear any currency fluctuation risk between the date the shares of Common Stock acquired from the LTI Grant are sold and the time that (i) the Tax-Related Items are converted to local currency and remitted to the tax authorities and (ii) net proceeds are converted to local currency and distributed to the Participant. The Participant acknowledges that the Mondelēz Group will not be held liable for any delay in delivering the proceeds to the Participant. The Participant agrees to sign any agreements, forms and/or consents that may be requested by the Company or the Company's designated broker to effectuate any of the remittances, transfers, conversions or other processes affecting the proceeds.

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

NOTIFICATIONS

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

COLOMBIA

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements the acknowledgments contained in Section 9 of the Agreement:

The Participant acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Participant's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amounts, subject to the limitations provided in Law 1393/2010.

NOTIFICATIONS

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia. An offer of shares of Common Stock to employees will not be considered a public offer provided that it meets the conditions set forth in Article 6.1.1.1.1 in Decree 2555, 2010.

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

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

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

COSTA RICA

There are no country specific provisions.

CROATIA

NOTIFICATIONS

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

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the LTI Grant and the opening and maintenance of a foreign account, including reporting (i) foreign direct investments with a value of CZK 2,500,000 or more in the aggregate or (ii) foreign financial assets with a value of CZK 200,000,000 or more. The Participant should consult their personal legal advisor to ensure compliance with the applicable requirements.

DENMARK

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

ECUADOR

Foreign Asset/Account Reporting Information. Individuals who are resident or domiciled in Ecuador are generally required to file an annual Net Worth Declaration with the Internal Revenue Service of Ecuador if the aggregate value of assets held by such individuals exceeds certain thresholds. Assets included in this annual declaration include shares of Common Stock acquired under the Plan.

In addition, Ecuadorian resident individuals are required to report on an annual basis, all monetary assets held in foreign financial entities in excess of US\$100,000. The Participant should consult his or her legal or tax advisor to ensure compliance with all applicable reporting obligations.

EGYPT

NOTIFICATIONS

Exchange Control Information. If the Participant transfers funds into Egypt in connection with the LTI Award Payout, the Participant is required to transfer the funds through a registered bank in Egypt.

FINLAND

NOTIFICATIONS

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Participant must check their pre-completed tax return to confirm that the ownership of shares of Common Stock and other securities (foreign or domestic) is correctly reported. If the Participant finds any errors or omissions, the Participant must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.

FRANCE

TERMS AND CONDITIONS

LTI Grant Not French-Qualified. The LTI Grant made under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended.

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

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

NOTIFICATIONS

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities is equal to or greater than a certain amount (currently $\in 10,000$).

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

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in connection with the purchase or sale of securities in excess of €12,500 must be reported monthly to the German Federal Bank (Bundesbank). If the Participant receives a payment in excess of this amount (including if the Participant acquires shares of Common Stock with a value in excess of this amount under the Plan or sells shares of Common Stock via a foreign broker, bank or service provider and receive proceeds in excess of this amount) and/or if the Company withholds or sells shares of Common Stock with a value in excess of this amount to cover Tax-Related Items, the Participant must report the payment and/or the value of the shares of Common Stock withheld or sold to Bundesbank. Such reports must be filed either electronically using the "General Statistics Reporting Portal" (Allgemeine Meldeportal Statistik) available via the Bundesbank's website (www.bundesbank.de) or by such other method as is permitted or required by Bundesbank. The report must be submitted monthly or within such timing as is permitted or required by Bundesbank.

Foreign Asset/Account Reporting Information. German residents holding Common Stock must notify their local tax office if the acquisition of Common Stock under the Plan leads to a so-called qualified participation at any point during the calendar year. A qualified participation is attained only in the unlikely event (i) the Participant owns at least 1% of the Company and the value of the Common Stock acquired exceeds €150,000, or (ii) the Participant holds Common Stock exceeding 10% of the total capital of the Company.

GREECE

There are no country specific provisions.

HUNGARY

There are no country specific provisions.

INDIA

TERMS AND CONDITIONS

Payment after Vesting. The following provision supplements Section 4 of the Agreement:

Due to regulatory requirements in India, the Company reserves the right to require that the Participant sell all shares of Common Stock delivered to the Participant, either immediately upon receipt of such shares or upon the Participant's termination of employment from the Mondelez Group. In this regard, the Participant agrees that the Company is authorized to instruct its designated broker to assist with any such mandatory sale of shares of Common Stock (on the Participant's behalf pursuant to this authorization), and the Participant expressly authorizes the designated broker to complete the sale of such shares. The Participant also agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the designated broker) to effectuate the sale of the shares of Common Stock and shall otherwise cooperate with the Company with respect to such matters, provided that the Participant shall not be permitted to exercise any influence over how, when or whether the sales occur. The Participant acknowledges that the designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Due to fluctuations in the shares of Common Stock price and/or applicable exchange rates between the date the shares of Common Stock are delivered to the Participant and (if later) the date on which the shares of Common Stock are sold, the amount of proceeds ultimately distributed to the Participant may be more or less than the market value of the shares of Common Stock on the relevant vesting date or the date on which such shares are delivered to the Participant. Upon the sale of the shares of Common Stock, the cash proceeds from the sale of shares (less any applicable Tax-Related Items, brokerage fees or commissions) will be delivered to the Participant in accordance with applicable laws and regulations, as determined by the Company in its sole discretion.

NOTIFICATIONS

Exchange Control Information. Indian residents are required to repatriate the cash proceeds received upon the sale of shares of Common Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Indian residents also are required to retain the foreign inward remittance certificate as evidence of repatriation. The Participant is personally responsible for complying with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant's failure to comply with applicable laws. The Participant may also be required to provide information regarding funds received from participation in the Plan to the Company and/or the Employer to enable them to comply with their filing requirements under exchange control laws in India.

As exchange control regulations can change frequently and without notice, the Participant should consult his or her personal tax or legal advisor before selling shares of Common Stock to ensure compliance with current regulations.

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

INDONESIA

TERMS AND CONDITIONS

Language Consent and Notification. A translation of the documents relating to this LTI grant into Bahasa Indonesia can be provided to the Participant upon request to Astrid Januarita, My Rewards Advisor ID, at astrid.januarita@mdlz.com. By accepting the LTI Grant, the Participant (i) confirms having read and understood the documents relating to this LTI Grant (i.e., the Plan and the Agreement)

which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

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

NOTIFICATIONS

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

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

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and shares of Common Stock acquired under the Plan) in their annual individual income tax return.

IRELAND

NOTIFICATIONS

Director Notification Requirement. If the Participant is a director, shadow director¹ or secretary of an Irish subsidiary or affiliate, the Participant must notify the Irish subsidiary or affiliate in writing if (1) the Participant receives or disposes of an interest exceeding 1% of the Company (*e.g.*, LTI Award Payout, shares of Common Stock, etc.), (2) the Participant becomes aware of an event giving rise to a notification requirement, or (3) the Participant becomes a director or secretary if such an interest exists at that time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

ITALY

¹ A shadow director is an individual who is not on the board of the Irish Affiliate but who has sufficient control so that the board of directors acts in accordance with the "directions or instructions" of the individual.

TERMS AND CONDITIONS

Plan Document Acknowledgment. In participating in the Plan and receiving the LTI Grant, the Participant acknowledges that he or she has received a copy of the Plan and the Agreement and has reviewed the Plan and the Agreement, including this Appendix A, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement, including this Appendix A.

The Participant acknowledges that he or she has read and specifically and expressly approves the following paragraphs of the Agreement: paragraph 3 on Vesting and Forfeiture; paragraph 4 on Payment; paragraph 5 on Treatment Upon a Change of Control; paragraph 6 on Restrictions and Covenants; paragraph 8 on Withholding Taxes; paragraph 9 on the Nature of the Grant; paragraph 11 on Nontransferability of LTI Grant; paragraph 14 on No Guarantee of Continued Employment; paragraph 15 on Entire Agreement; Governing Law; paragraph 16 on Conformity to Securities Laws; paragraph 24 on Language; paragraph 26 on Electronic Delivery and Acceptance; paragraph 27 on Imposition of Other Requirements; paragraph 28 on Insider Trading/Market Abuse Laws; paragraph 30 on Waiver; and the Data Privacy Notice in the European Union / European Economic Area section of this Appendix A.

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, LTI Grants) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not directly hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, LTI Grants), are beneficial owners of the investment pursuant to Italian money laundering provisions.

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

JAPAN

NOTIFICATIONS

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

Foreign Asset/Account Reporting Information. The Participant will be required to report details of any assets held outside Japan as of December 31st (including any shares of Common Stock acquired under the Plan) to the extent such assets have a total net fair market value exceeding \(\frac{4}{50}\),000,000. Such report will be due by March 15th each year. The Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Participant and whether the Participant will be required to

include details of any outstanding LTI Grant, shares of Common Stock or cash held by the Participant in the report.

KAZAKHSTAN

NOTIFICATIONS

Securities Law Notification. This offer is addressed only to certain eligible employees in the form of the shares of Common Stock to be issued by the Company. Neither the Plan nor the Agreement has been approved, nor do they need to be approved, by the National Bank of Kazakhstan. This offer is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

Exchange Control Information. Residents of Kazakhstan may be required to notify the National Bank of Kazakhstan when they acquire shares of Common Stock under the Plan if the value of such shares of Common Stock exceeds US\$100,000.

Please note that the exchange control regulations in Kazakhstan are subject to change. The Employee should consult with their personal legal advisor regarding any exchange control obligations that the Employee may have prior to the LTI Award Payout or receiving proceeds from the sale of shares of Common Stock acquired under the Plan. The Employee is responsible for ensuring compliance with all exchange control laws in Kazakhstan.

LITHUANIA

There are no country specific provisions.

MALAYSIA

TERMS AND CONDITIONS

Data Privacy Notice. The following provision replaces paragraph 10 of the Agreement:

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

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

The Participant understands that Data will be transferred to Morgan Stanley Smith Barney, LLC ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. The Participant understands that the Participant may request a list with the names and addresses of any potential recipients of the Data by contacting the Participant's local human resources representative at Mondelez Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. The Participant authorizes the Company, Morgan Stanley and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. The Participant understands that the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's local human resources representative. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the

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

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

Peserta memahami bahawa Data tersebut akan dipindahkan ke Morgan Stanley Smith Barney, LLC ("Morgan Stanley") atau pembekal perkhidmatan pelan saham lain yang mungkin dipilih oleh Syarikat pada masa hadapan, yang membantu Syarikat melaksanakan, mentadbir dan menguruskan Pelan tersebut. Peserta memahami bahawa Data juga mungkin dipindahkan kepada firma akauntansi awam berdaftar bebas Syarikat, PricewaterhouseCoopers LLP, atau firma akauntansi awam lain yang mungkin digunakan oleh Syarikat pada masa hadapan. Peserta turut memahami bahawa penerima Data mungkin berada di Amerika Syarikat atau negara lain dan negara asal penerima Data (contohnya, Amerika Syarikat) mungkin mempunyai undangundang data peribadi serta perlindungan yang berbeza daripada negara asal Peserta. Peserta memahami bahawa Peserta boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Peserta di Mondelez Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia.

Pesertadengan ini membenarkan Syarikat, Morgan Stanley dan mana-mana pihak yang mungkin menerima Data yang mungkin membantu pihak Syarikat (sekarang atau pada masa hadapan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, mempunya, mengguna, menyimpan serta memindah Data tersebut, dalam bentuk elektronik atau lain-lain, bagi tujuan tunggal untuk melaksana, mentadbir dan mengurus penyertaan Peserta dalam Pelan. Peserta memahami bahawa Data hanya akan disimpan untuk tempoh yang diperlukan untuk melaksana, mentadbir, dan mengurus penyertaan Peserta dalam Pelan. Peserta memahami bahawa Peserta boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan mengenai penyimpanan dan pemprosesan Data, meminta bahawa pindaan-pindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes tanpa sebarang kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya. Selanjutnya, Peserta memahami bahawa Peserta memberikan persetujuan di sini secara sukarela. Jikalau, Peserta tidak bersetuju, atau sekiranaya Peserta kemudiannya membatalkan persetujuannya, status Pesertaan atau perkhidmatan

Participant does not consent, or if the Participant later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant the Participant LTI Grants or other equity awards or administer or maintain such awards. The Participant also understands that the Company has no obligation to substitute other forms of awards or compensation in lieu of the LTI Grant as a consequence of the Participant's refusal or withdrawal of his or her consent. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local human resources representative.

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

NOTIFICATIONS

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

MEXICO

TERMS AND CONDITIONS

Labor Law Policy. In participating in the Plan and receiving this LTI Grant, the Participant expressly recognizes that Mondelēz International, Inc., with registered offices at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., is solely responsible for the administration of the Plan and that the Participant's participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Participant and Mondelēz International, Inc. since the Participant is participating in the Plan on a wholly commercial basis and his or her sole Employer is Mondelēz México, S. de R.L. de C.V., located at Av. 18 de Noviembre 1028, Camino a Manzanilla, Heroica Puebla de Zaragoza, Puebla, C.P. 72304. Based on the foregoing, the Participant expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Participant and the Employer, Mondelēz México, S. de R.L. de C.V., and do not form part of

the employment conditions and/or benefits provided by Mondelēz México, S. de R.L. de C.V., and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Participant's employment.

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

Plan Document Acknowledgment. By accepting the LTI Grant, the Participant acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by accepting the Agreement, the Participant further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in paragraph 9 of the Agreement ("Nature of the Grant"), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by Mondelēz International, Inc. on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither Mondelēz International, Inc. nor any subsidiary or affiliate is responsible for any decrease in the value of the shares of Common Stock underlying the LTI Grant.

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

TÉRMINOS Y CONDICIONES

Política Laboral y Reconocimiento/Aceptación. Al participar en el Plan LTI y recibir el Premio LTIP, el Participante expresamente reconoce que Mondelēz International, Inc., con domicilio registrado ubicado en 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., es la única responsable por la administración del Plan LTI y que la participación del Participante en el Plan LTI y en su caso la adquisición de las Acciones no constituye ni podrá constituir en ningún momento una relación de trabajo entre el Participante y Mondelēz International, Inc., ya que el Participante participa en el Plan LTI en un marco totalmente comercial y su único Patrón lo es Mondelēz México, S. de R.L. de C.V., con domicilio ubicado en Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Derivado de lo anterior, el Participante expresamente reconoce que el Plan LTI y los beneficios que pudieran derivar de la participación en el mismo no establecen derecho alguno entre el Participante y el Patrón, Mondelēz México, S. de R.L. de C.V., y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Mondelēz México, S. de R.L. de C.V., y que cualquier modificación al Plan LTI o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Participante.

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

Reconocimiento del Plan de Documentos. Al aceptar el Premio LTIP, el Participante reconoce que ha recibido copias del Plan LTI, que ha revisado el Plan LTI y el Acuerdo en su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan LTI y en el Acuerdo.

Adicionalmente, al firmar el Acuerdo, el Participante reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en el párrafo 9 del Acuerdo ("La Naturaleza del Otorgamiento") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan LTI no constituye un derecho adquirido; (ii) el Plan LTI y la participación en el mismo es ofrecido por Mondelēz International, Inc.de forma completamente discrecional; (iii) la participación en el Plan LTI es voluntaria; y (iv) ni Mondelēz International, Inc. ni de cualquier Sociedad controlante, Subsidiaria o Filial son responsables por ninguna disminución en el valor de las Acciones subyacentes del Plan LTI.

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

NOTIFICATIONS

Securities Law Information. The LTI Grants and the shares of Common Stock offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the LTI Grants may not be publicly distributed in Mexico. These materials are addressed to the Participant only because of the Participant's existing relationship with the Company Group and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Mondelēz México, S. de R.L. de C.V. made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

MOROCCO

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in Morocco shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

NETHERLANDS

There are no country specific provisions.

NIGERIA

There are no country specific provisions.

NORWAY

NOTIFICATIONS

Exchange Control Information. In general, Norwegian residents should not be subject to any foreign exchange requirements in connection with the acquisition or sale of shares of Common Stock under the Plan, except normal reporting requirements to the Norwegian Currency Registry. If the transfer of funds into or out of Norway is made through a Norwegian bank, the bank will make the registration.

PAKISTAN

TERMS AND CONDITIONS

Forced Sale of Shares. The Company reserves the right to force the immediate sale of the shares of Common Stock to be issued upon vesting and settlement of the LTI Award. If applicable, the Participant agrees that the Company is authorized to instruct its designated broker, on behalf of the Participant, to assist with the mandatory sale of such shares of Common Stock and the Participant expressly authorizes the Company's designated broker to complete the sale of such shares of Common Stock. The Participant expressly acknowledges that the Company's designated broker is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon the sale of shares of Common Stock, the Participant shall receive the cash proceeds from the sale of shares of Common Stock, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Participant also acknowledges that the Participant is unaware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

NOTIFICATIONS

Exchange Control Information. The Participant is required immediately to repatriate to Pakistan the proceeds from the sale of any Common Stock acquired from participation in Plan, including the proceeds from the sale of Common Stock acquired upon the LTI Award Payout. The proceeds must be converted into local currency and the receipt of proceeds must be reported to the State Bank of Pakistan (the "SBP") by filing a "Proceeds Realization Certificate" issued by the bank converting the proceeds with the SBP. The repatriated amounts cannot be credited to a foreign currency account. The Participant should consult his or her personal advisor prior to repatriation of the sale proceeds to ensure compliance with applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The Participant is responsible for ensuring compliance with all exchange control laws in Pakistan.

PERU

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements the acknowledgment contained in paragraph 9 of the Agreement:

By accepting the LTI Grant, the Participant acknowledges, understands and agrees that the LTI Grant is granted ex gratia to the Participant.

NOTIFICATIONS

Securities Law Information. The LTI Grant is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, the Participant should refer to the Plan, the Agreement and any other grant documents made available by the Company. For more information regarding the Company, the Participant may refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at www.sec.gov.

PHILIPPINES

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in the Philippines shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

POLAND

NOTIFICATIONS

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

PORTUGAL

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

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

ROMANIA

NOTIFICATIONS

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

RUSSIA

TERMS AND CONDITIONS

Securities Law Information. This Agreement, the Plan and all other materials that the Participant may receive concerning the LTI Grant and the Participant's participation in the Plan do not constitute advertising or an offering of securities in Russia. The Common Stock to be issued upon the LTI Award Payout has not and will not be registered in Russia and, therefore, the Common Stock described in any Plan documents may not be offered or placed in public circulation in Russia. In no event will Common Stock to be issued upon the LTI Award Payout be delivered to the Participant in Russia. All Common Stock acquired under the Plan will be maintained on the Participant's behalf outside of Russia. The Participant will not be permitted to sell Common Stock directly to a Russian legal entity or resident.

Settlement of LTI Grant and Sale of Shares. The Optionee understands that no shares of Common Stock will be issued upon vesting of the LTI Grant if the Company, in its sole discretion, determines that such issuance would not comply with applicable laws and regulations in Russia. Notwithstanding anything to the contrary in the Agreement, depending on the development of local regulatory requirements, the Participant acknowledges that the LTI Grant may be paid to the Participant in cash rather than shares of Common Stock. If shares of Common Stock are issued upon vesting of the LTI Grant, in the Company's sole discretion, the shares may be required to be immediately sold. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Participant's behalf pursuant to this authorization) and the Participant expressly authorizes the Company's designated broker to complete the sale of such shares. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Participant in accordance with any applicable exchange control laws and regulations.

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

The Participant understands and agrees that he or she must complete and return a Consent to Processing of Personal Data (the "Consent") form to the Company. Further, the Participant understands and agrees that if the Participant does not complete and return a Consent form to the Company, the Company will not be able make an LTI Grant to the Participant or other grants or administer or maintain such grants. Finally, the Participant understands that the Company has no obligation to substitute other forms of grants

or compensation in lieu of the LTI Grant if the Participant fails to complete and return the Consent. Therefore, the Participant understands that refusing to complete a Consent form or withdrawing his or her consent may affect the Participant's ability to participate in the Plan.

NOTIFICATIONS

Exchange Control Information. The Participant is responsible for complying with any and all Russian foreign exchange control requirements in connection with the LTI Grant, any shares of Common Stock acquired and funds remitted into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. The foreign exchange control rules and regulations in Russia are subject to frequent change. The Participant should contact their personal advisor to determine applicability of all repatriation, remittance or other exchange control requirements to ensure compliance with all applicable exchange control requirements prior to vesting of the LTI Grant and/or selling shares of Common Stock.

Labor Law Information. If the Participant continues to hold shares of Common Stock acquired at vesting of the LTI Grant after an involuntary termination of employment, the Participant will not be eligible to receive unemployment benefits in Russia.

Foreign Asset/Account Reporting Information. Russian residents are required to report the opening, closing or change of details of any foreign brokerage account to the Russian tax authorities within one (1) month of opening, closing or change of details of such account. Russian residents are also required to submit an annual cash flow report for any such foreign brokerage account on or before June 1 of the following year. Reporting requirements were further revised effective August 11, 2020 to expand the reporting requirement to include financial asset (including Common Stock) transactions in offshore accounts. Non-compliance with the reporting obligations could impact the Participant's ability to vest, receive shares of Common Stock pursuant to the LTI Grant, maintain the account outside of Russia and participate in the Plan. The Participant should consult with their personal legal advisor to determine the applicability of these reporting requirements to any brokerage account opened in connection with participation in the Plan.

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

SAUDI ARABIA

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in Saudi Arabia shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

NOTIFICATIONS

Securities Law Information. This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offer of Securities Regulations and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If the Participant does not understand the contents of this document he or she should consult an authorized financial advisor.

SERBIA

NOTIFICATIONS

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

SINGAPORE

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

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

SLOVAK REPUBLIC

There are no country specific provisions.

SLOVENIA

NOTIFICATIONS

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

SOUTH AFRICA

TERMS AND CONDITIONS

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

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

The Participant acknowledges that he or she may have copies of the above documents sent to him or her, at no charge, on written request being mailed to Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. The telephone number at the executive offices is +1 847-943-4000.

Withholding Taxes. The following provision supplements paragraph 8 of the Agreement.

By participating in the Plan and receiving the LTI Grant, the Participant understands and acknowledges that he or she is required to notify the Employer of the amount of any gain realized upon vesting of the LTI Grant.

Exchange Control Obligations. The Participant is solely responsible for complying with applicable South African exchange control regulations. In particular, the Participant may be required to obtain approval from the South African Reserve Bank for payments (including shares of Common Stock received pursuant to the Plan) that the Participant receives into accounts based outside of South Africa (e.g., a U.S. brokerage account). Since the exchange control regulations change frequently and without notice, the Participant should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Participant's responsibility to comply with South African exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

SOUTH KOREA

NOTIFICATIONS

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

SPAIN

TERMS AND CONDITIONS

Nature of Grant. The following provision supplements paragraph 9 of the Agreement:

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

The Participant understands and agrees that, as a condition of the grant of the LTI Grant, except as provided for in paragraph 3 of the Agreement, the termination of the Participant's employment for any reason (including for the reasons listed below) will automatically result in the loss of the LTI Grant that may have been granted to the Participant and that have not vested on the date of termination.

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

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

acknowledges and freely accepts that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the LTI Grant made to the Participant shall be null and void.

NOTIFICATIONS

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

Exchange Control Information. The Participant may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to the Participant by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

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

SWEDEN

TERMS AND CONDITIONS

Withholding Taxes. The following provision supplements paragraph 8 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in paragraph 8 of the Agreement, by accepting the LTI Grants, the Employee authorizes the Company and/or the Employer to withhold shares of Common Stock or to sell shares of Common Stock otherwise deliverable to the Employee upon vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

SWITZERLAND

NOTIFICATIONS

Securities Law Information. Neither this document nor any other materials relating to the LTI Grant (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any

person other than an employee of the Mondelez Group or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

TAIWAN

TERMS AND CONDITIONS

Data Privacy Consent. The Participant hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in paragraph 10 of the Agreement and by participating in the Plan, the Participant agrees to such terms. In this regard, upon request of the Company or the Employer, the Participant agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Participant's country, either now or in the future. The Participant understands he or she will not be able to participate in the Plan if the Participant fails to execute any such consent or agreement.

NOTIFICATIONS

Securities Law Information. The LTI Grant and the shares of Common Stock to be issued pursuant to the Plan are available only to Participants of the Mondelez Group. The LTI Grant does not constitute a public offer of securities.

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

THAILAND

NOTIFICATIONS

Exchange Control Information. If the Participant receives proceeds from the sale of shares of Common Stock or cash dividends in relation to the shares of Common Stock in excess of US\$1,000,000 in a single transaction, the Participant must immediately repatriate the funds to Thailand (or utilize such funds offshore for permissible purposes) and convert the funds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. The Participant is also required to provide details of the transaction (i.e., identification information and purpose of the transaction) to the receiving bank.

If the Participant does not repatriate such funds and utilizes them offshore for permissible purposes (*i.e.*, purposes not listed in the negative list prescribed by the Bank of Thailand), the Participant must obtain a waiver of the repatriation requirement from a commercial bank in Thailand by submitting an application and supporting documents evidencing that such funds will be utilized offshore for permissible purposes.

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

TÜRKIYE

NOTIFICATIONS

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

Exchange Control Information. The Participant may be required to engage a Turkish financial intermediary to assist with the sale of shares of Common Stock acquired under the Plan. To the extent a Turkish financial intermediary is required in connection with the sale of any shares of Common Stock acquired under the Plan, the Participant is solely responsible for engaging such Turkish financial intermediary. The Participant should consult his or her personal legal advisor prior to the vesting of the LTI Grant or any sale of shares of Common Stock to ensure compliance with the current requirements.

UKRAINE

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in the Ukraine shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

NOTIFICATIONS

Exchange Control Information. The Participant is solely responsible for complying with applicable Ukraine exchange control regulations. Since the exchange control regulations change frequently and without notice, the Participant should consult his or her legal advisor prior to the acquisition or sale of shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Participant's responsibility to comply with the Ukraine exchange control laws, and the Mondelez Group will not be liable for any fines or penalties resulting from the Participant 's failure to comply with applicable laws.

UNITED ARAB EMIRATES

NOTIFICATIONS

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

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

UNITED KINGDOM ("U.K.")

TERMS AND CONDITIONS

Withholding Taxes. The following provision supplements paragraph 8 of the Agreement:

Without limitation to paragraph 8 of the Agreement, the Participant hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer, as applicable, or by HM Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Participant also hereby agrees to indemnify and keep indemnified the Company and the Employer, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on the Participant's behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if the Participant is a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act), the Participant understands that he or she may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by the Participant, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to the Participant on which additional income tax and National Insurance Contributions ("NICs") may be payable. The Participant understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Participant by any of the means referred to in paragraph 8 of the Agreement.

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

UNITED STATES

TERMS AND CONDITIONS

Data Privacy Terms. This provision supplements paragraph 10 of the Agreement:

Pursuant to applicable data protection laws, the Participant is hereby notified that the Company collects, processes, uses and transfers certain personally-identifiable information about the Participant for the exclusive legitimate purpose of administering the Plan and implementing, administering and managing your participation in the Plan. For California residents, the categories of personal, including sensitive personal information, are identifiers, characteristics of protected classifications under California or federal law, professional or employment related information, social security, driver's license, state identification card, or passport number, and any personal information that identifies, relates to, describes,

or is capable of being associated with a particular individual. The Company does not sell the Participant's Personal Data or share it for cross-context behavioral advertising. If the Participant would like a copy of the Company's privacy policy, please contact a local human resources representative.

NOTIFICATIONS

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

URUGUAY

TERMS AND CONDITIONS

Data Privacy Consent. The Participant understands that the Data will be collected by the Employer and will be transferred to the Company at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. and/or any financial institutions or brokers involved in the management and administration of the Plan. The Participant further understands that any of these entities may store the Data for purposes of administering the Participant's participation in the Plan.

VENEZUELA

TERMS AND CONDITIONS

Investment Representation. As a condition of the LTI Grant, the Participant acknowledges and agrees that any shares of Common Stock the Participant may acquire upon the settlement of the LTI Grant are acquired as and intended to be an investment rather than for the resale of the shares of Common Stock and conversion of shares into foreign currency.

Exchange Control Information. Exchange control restrictions may limit the ability to vest in the LTI Grant or remit funds into Venezuela following the receipt of the cash proceeds from the sale of shares of Common Stock acquired upon settlement of the LTI Grant under the Plan. The Company reserves the right to further restrict the settlement of the LTI Grant, or to amend or cancel the LTI Grant at any time, in order to comply with the applicable exchange control laws in Venezuela. The Participant is responsible for complying with exchange control laws in Venezuela and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Participant's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, the Participant should consult with his or her personal legal advisor before accepting the LTI Grant to ensure compliance with current regulations.

NOTIFICATIONS

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

a public offering under the laws of the Bolivarian Republic of Venezuela and, therefore, it is not required to request the previous authorization of the National Superintendent of Securities.

VIETNAM

TERMS AND CONDITIONS

LTI Grant Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 4 of the Agreement), the LTI Grant does not provide any right for the Participant to receive shares of Common Stock. The LTI Grant made to the Participant in Vietnam shall be paid in cash in an amount equal to the cash equivalent value of the LTI Award Payout.

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

GLOBAL DEFERRED STOCK UNIT AGREEMENT

MONDELĒZ INTERNATIONAL, INC., a Virginia corporation (the "<u>Company</u>"), hereby grants to the employee (the "<u>Employee</u>") named in the award statement provided to the Employee (the "<u>Award Statement</u>") as of the date set forth in the Award Statement (the "<u>Grant</u>") pursuant to the provisions of the Mondelēz International, Inc. 2024 Performance Incentive Plan, as may be amended from time to time (the "<u>Plan</u>"), Deferred Stock Units (the "<u>Grant</u>") representing a right to receive a corresponding number of shares of Common Stock of the Company set forth in the Award Statement, upon and subject to the restrictions, terms and conditions set forth below (including the country-specific terms set forth in the attached Appendix A), in the Award Statement and in the Plan. Capitalized terms not otherwise defined in this Global Deferred Stock Unit Agreement (this "<u>Agreement</u>") shall have the same meaning as defined under the Plan. All references to action of or approval by the Committee shall be deemed to include action of or approval by any other person(s) to whom the Committee has delegated authority to act.

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

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

- 1. <u>Restrictions</u>. Except as expressly provided in this Agreement, the restrictions on the Deferred Stock Units shall lapse and the Deferred Stock Units shall vest on the Vesting Date shown in the Award Statement (the "<u>Vesting Date</u>"), provided that the Employee remains an active employee of the Mondelez Group during the entire period commencing on the Grant Date and ending on the Vesting Date.
- 2. <u>Termination of Employment Before Vesting Date</u>. Unless determined otherwise by the Committee or except as expressly provided in this Agreement, if the Employee terminated employment with the Mondelez Group prior to the Vesting Date, the Employee shall forfeit all rights to the Deferred Stock Units and the shares of Common Stock underlying the Deferred Stock Units. If the Employee terminates employment with the Mondelez Group prior to the Vesting Date due to:
- (a) the Employee's death or Disability (as defined below in paragraph 21), the restrictions on the Deferred Stock Units shall lapse and the Deferred Stock Units shall become fully vested on the date of the Employee's death or termination due to Disability; or
- (b) the Employee's Retirement (as defined below in paragraph 21), or as otherwise determined by the Committee, and provided that (i) the Deferred Stock Units are not otherwise accounted for, or included in, the Employee's severance or retirement arrangement with the Mondelēz Group; (ii) the Employee timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion; and (iii) the Retirement date occurs on or after the 181st day following the Grant Date then:

1 May 22, 2024

- (1) in the event that the Employee's Retirement occurs because the Employee is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelez Group, the restrictions on the Deferred Stock Units shall lapse and the Deferred Stock Units shall become fully vested on the date of the Employee's Retirement;
- (2) in the event that the Employee's Retirement occurs because the Employee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group, the Deferred Stock Units will vest on a pro-rata basis. The proration amount will be a fraction, the numerator of which is the number of months (excluding the month of the Grant Date and including partial months thereafter, rounded up to the next whole month) the Employee was actively employed by the Mondelēz Group during the vesting period and the denominator of which is the total number of months in the vesting period.

For clarity, in the event any of (i), (ii) or (iii) of this subsection 2(b) are not met then, unless determined otherwise by the Committee, the Employee shall forfeit all rights to the Deferred Stock Units and the shares of Common Stock underlying the Deferred Stock Units.

For purposes of this Agreement, the Employee's employment shall be deemed to be terminated when he or she is no longer actively employed by the Mondelēz Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Employee is employed or the terms of the Employee's employment agreement, if any). The Employee shall not be considered actively employed during any period for which he or she is receiving, or is eligible to receive, salary continuation, notice period or garden leave payments, or other comparable benefits or through other such arrangements that may be entered into that give rise to separation or notice pay. The Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of the Deferred Stock Units. Unless otherwise determined by the Committee, leaves of absence shall not constitute a termination of employment for purposes of this Agreement.

- 3. <u>Voting and Dividend Rights</u>. The Employee does not have the right to vote the Deferred Stock Units or receive dividends or dividend equivalents prior to the date, if any, such Deferred Stock Units vest and are paid to the Employee in the form of Common Stock pursuant to the terms hereof. However, the Employee shall be eligible to receive cash payments (less applicable Tax-Related Items (as defined below)) in lieu of dividends otherwise payable with respect to shares of Common Stock equal in number to the unpaid Deferred Stock Units that have not been forfeited, which shall be subject to the same vesting restrictions as the underlying Deferred Stock Units and be paid following the vesting of such Deferred Stock Units within the timeframe set forth in Section 7 below.
- 4. <u>Transfer Restrictions</u>. This Grant and the Deferred Stock Units are non-transferable and may not be assigned, hypothecated or otherwise pledged and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, the Grant shall immediately become null and void and the Deferred Stock Units shall be forfeited. These restrictions shall not apply, however, to any payments received pursuant to paragraph 7 below.
- 5. Withholding Taxes. The Employee acknowledges that regardless of any action taken by the Company or, if different, the Employee's employer (the "Employee"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Employee's participation in the Plan and legally applicable to the Employee or deemed by the Company or the Employer, in their discretion, to be an appropriate charge to the Employee

even if legally applicable to the Company or the Employer ("<u>Tax-Related Items</u>") is and remains his or her responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Employee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Deferred Stock Units, including the grant, vesting or settlement of the Deferred Stock Units, the receipt of any dividends or cash payments in lieu of dividends, or the subsequent sale of shares of Common Stock; and (b) do not commit to and are under no obligation to structure the terms of the grant of the Deferred Stock Units or any aspect of the Employee's participation in the Plan to reduce or eliminate his or her liability for Tax-Related Items or achieve any particular tax result. Further, if the Employee becomes subject to any Tax-Related Items in more than one jurisdiction, the Employee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction.

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

In this regard, the Employee authorizes the Company and/or the Employer, in their sole discretion and without any notice or further authorization by the Employee, to satisfy any applicable withholding obligations with regard to all Tax-Related Items legally due by the Employee (or otherwise due by the Employee as set forth in this paragraph 5) and any hypothetical taxes from the Employee's wages or other cash compensation paid by the Company and/or the Employer or from proceeds of the sale of the shares of Common Stock issued upon vesting of the Deferred Stock Units, in which case, the Company may instruct the broker it has selected for this purpose (on the Employee's behalf and at the Employee's direction pursuant to this authorization without further consent) to sell any shares of Common Stock that the Employee acquires upon vesting of the Deferred Stock Units, except to the extent that such a sale would violate any U.S. federal securities law or other applicable law. Alternatively, or in addition, the Company may (i) deduct the number of Deferred Stock Units having an aggregate value equal to the amount of Tax-Related Items and any hypothetical taxes due from the total number of Deferred Stock Units awarded, vested, paid or otherwise becoming subject to current taxation; and/or (ii) satisfy the Tax-Related Items and any hypothetical taxes arising from the vesting of the Deferred Stock Units through any other method established by the Company. Notwithstanding the foregoing, if the Employee is subject to the short-swing profit rules of Section 16(b) of the Exchange Act, the Company will withhold in shares of Common Stock issuable at vesting of the Deferred Stock Units upon the relevant withholding event or the Committee may determine that a particular method be used to satisfy any required withholding. Finally, the Employee agrees to pay to the Company or the Employer any amount of Tax-Related Items and any hypothetical taxes that the Company or the Employer may be required to withhold or account for as a result of the Employee's participation in the Plan that cannot be satisfied by the means previously described.

The Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering statutory withholding rates (in accordance with Section 14(d) of the Plan) or other withholding rates, including minimum rates or maximum rates applicable in the Employee's jurisdiction(s), in which case the Employee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent shares of Common Stock or, if not refunded, the Employee may be able to seek a refund

3 May 22, 2024 from the applicable tax authorities. In the event of under-withholding, the Employee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Employee is deemed to have been issued the full number of shares of Common Stock underlying the Grant, notwithstanding that a number of shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items and/or hypothetical taxes due as a result of any aspect of the Employee's participation in the Plan.

- 6. <u>Death of Employee</u>. If any of the Deferred Stock Units shall vest upon the death of the Employee, any Common Stock received in payment of the vested Deferred Stock Units shall be registered in the name of and delivered to the estate of the Employee.
- 7. Payment of Deferred Stock Units. Each Deferred Stock Unit granted pursuant to this Grant represents an unfunded and unsecured promise of the Company to issue to the Employee, after the date the Deferred Stock Units vest pursuant to paragraph 1 or 2 and otherwise subject to the terms of this Agreement (including the country-specific terms set forth in Appendix A to this Agreement), the value of one share of the Common Stock. Except as otherwise expressly provided and subject to the terms of this Agreement (including Appendix A hereto and Section 9), such issuance shall be made to the Employee (or, in the event of his or her death to the Employee's estate or beneficiary as provided above) in the form of Common Stock as soon as practicable, but not later than 30 days, following the vesting of the Deferred Stock Units pursuant to paragraph 1 or 2 (and with respect to the vesting of Deferred Stock Units pursuant to paragraph 1, in no event later than the last day of the calendar year in which such vesting occurred).
- 8. Special Payment Provisions. Notwithstanding anything to the contrary in the Agreement, if the Deferred Stock Units are considered nonqualified deferred compensation subject to Section 409A of the Code and are settled on or on a date that is by reference to the Employee's "separation from service" and the Employee is a "specified employee" (each within the meaning of Section 409A of the Code and each determined by the Company it its sole discretion) on the date the Employee experiences a separation from service, then the Deferred Stock Units (or applicable portion thereof) shall be settled on the first business day of the seventh month following the Employee's separation from service, or, if earlier, on the date of the Employee's death, to the extent such delayed payment is required in order to avoid a prohibited distribution under Section 409A of the Code.

9. Confidential Information.

- (a) The Employee acknowledges by accepting any Grant under the Plan to not use or disclose the Mondelēz Group's trade secrets or Confidential Information known to the Employee until any particular trade secret or Confidential Information becomes generally known (through no fault of the Employee), whereupon the restriction on use and disclosure shall cease as to that item. For purposes of this agreement, "Confidential Information" includes, but is not limited to, certain sales, marketing, strategy, financial, product, personnel, manufacturing, technical and other proprietary information and material which are the property of the Mondelēz Group. The Employee understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.
- (b) A main purpose of the Plan is to strengthen the alignment of long-term interests between employees and the Mondelēz Group by providing an ownership interest in the Company,

and to prevent former employees whose interests become adverse to the Company from maintaining that ownership interest. By acceptance of any Grant (including the Deferred Stock Units) under the Plan, the Employee acknowledges and agrees that if the Employee breaches any of the covenants set forth in paragraph 9(a):

- 1. all unvested Grants (including any unvested Deferred Stock Units) shall be immediately forfeited;
- 2. the Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, unpaid or deferred Grants (including the Deferred Stock Units) at any time if the Employee is not in compliance with all terms and conditions set forth in the Plan and this Agreement including, but not limited to, paragraph 9(a);
- 3. the Employee shall repay to the Mondelēz Group the net proceeds of any Plan benefit that occurs at any time after the earlier of the following two dates: (i) the date twelve (12) months immediately preceding any such violation; or (ii) the date six (6) months prior to the Employee's termination of employment with the Mondelēz Group. The Employee shall repay to the Mondelēz Group the net proceeds in such a manner and on such terms and conditions as may be required by the Mondelēz Group, and the Mondelēz Group shall be entitled to set-off against the amount of any such net proceeds any amount owed to the Employee by the Mondelēz Group, in a way that is intended to avoid the application of penalties under Section 409A of the Code, if applicable, or other applicable law. For purposes of this paragraph, net proceeds shall mean the Fair Market Value of the shares of Common Stock less any Tax-Related Items; and
- 4. the Mondelēz Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security as the Employee acknowledges that such breach would cause the Mondelēz Group to suffer irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.
- (c) If any provision contained in this paragraph 9 shall for any reason, whether by application of existing law or law which may develop after the Employee's acceptance of a Grant under the Plan be determined by a court of competent jurisdiction to be overly broad as to scope of activity, duration or territory, the Employee agrees to join the Mondelez Group in requesting such court to construe such provision by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.
- (d) Notwithstanding the foregoing, no section of this Agreement is intended to or shall limit, prevent, impede or interfere with the Employee's non-waivable right, without prior notice to the Company, to provide information to, participate in investigations by or testify in proceedings before any federal, state or local government subdivision or agency, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, U.S. Department of Justice, the U.S. Congress, or any agency Inspector General, regarding the Mondelez Group's past or future conduct, or to engage in any activities protected

under applicable whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Employee does not need prior authorization from the Mondelez Group to make any such reports or disclosures and is not required to notify the Mondelez Group that the Employee has made such reports or disclosures.

- (e) The Employee is hereby advised in writing to consult with an attorney before entering into the covenants outlined in this Section 9. The Employee acknowledges that prior to acceptance of this Agreement, the Employee has been advised by the Company of the Employee's right to seek independent advice from an attorney of the Employee's own selection regarding this Agreement, including the restraints imposed upon him or her pursuant to this Section 9. The Employee acknowledges that they have entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Employee further represents that in entering into this Agreement, the Employee is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Employee is relying only upon their own judgment and any advice provided by the Employee's attorney. The Employee acknowledges he or she has been provided at minimum 14 calendar days to review the provisions contained herein but may voluntarily waive this period and sign prior to the 14 calendar day period lapsing.
- (f) For purposes of this Section 9, the Company and any member of the Mondelez Group shall be deemed to be third-party beneficiaries with the right to seek enforcement of any of the provisions of this Section 9. Further, for purposes of this Section 9, references to acting directly or indirectly include acting jointly with or through another person.
- 10. Clawback Policy/ Forfeiture. The Employee understands and agrees that in the Committee's sole discretion, the Company may cancel all or part of the Deferred Stock Units or require repayment by the Employee to the Company of all or part of any cash payment or shares of Common Stock underlying any vested Deferred Stock Units pursuant to any recovery, recoupment, clawback and/or other forfeiture policy maintained by the Company, including the Company's Dodd-Frank Clawback Policy, the Company's Compensation Recoupment Policy, and a violation of paragraph 9 above, from time to time. In addition, any payments or benefits the Employee may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with the requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, rules promulgated by the Commission, any other applicable law, or any securities exchange on which the Common Stock is listed or traded, as may be in effect from time to time. In connection with the enforcement of such clawback policy, the Employee hereby expressly acknowledges and agrees that the Company shall have the right to reduce, cancel, or withhold against outstanding, unvested, vested, or future cash or equity-based compensation owed or due to the Employee, to the maximum extent permitted under applicable law. No such recovery will be an event giving rise to a right to resign for Good Reason or be deemed a "constructive termination" (or any similar term) as such terms are used in any agreement between the Employee and the Company or under any severance plans applicable to the Employee.
- 11. <u>Original Issue or Transfer Taxes</u>. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to the delivery of the shares of Common Stock underlying the vested Deferred Stock Units, except as otherwise provided in paragraph 5.

- 12. <u>Grant Confers No Rights to Continued Employment</u>. Nothing contained in the Plan or this Agreement (including the country-specific terms set forth in Appendix A to this Agreement) shall give any Employee the right to be retained in the employment of any member of the Mondelēz Group, affect the right of any Employer to terminate any Employee, or be interpreted as forming or amending an employment or service contract with any member of the Mondelēz Group. The adoption and maintenance of the Plan shall not constitute an inducement to, or condition of, the employment of the Employee.
 - 13. Nature of the Grant. In accepting the Deferred Stock Units, the Employee acknowledges, understands, and agrees that:
 - (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
 - (b) the Grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future Grants, or benefits in lieu of Deferred Stock Units, even if Deferred Stock Units have been granted in the past;
 - (c) all decisions with respect to future Grants, if any, will be at the sole discretion of the Committee;
 - (d) the Employee's participation in the Plan is voluntary;
 - (e) the Deferred Stock Units and the shares of Common Stock subject to the Deferred Stock Units, and the income and value of same, are not intended to replace any pension rights or compensation;
 - (f) the Grant and the shares of Common Stock subject to the Deferred Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension, retirement or welfare benefits or similar mandatory payments;
 - (g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted;
 - (h) unless otherwise agreed with the Company, the Deferred Stock Units and the shares of Common Stock underlying the Deferred Stock Units, and the income and value of same, are not granted as consideration for, or in connection with, the service the Employee may provide as a director of any entity of the Mondelēz Group;
 - (i) the Employee understands and agrees that the Employee should consult with the Employee's own personal tax, legal and financial advisors regarding the Employee's participation in the Plan before taking any action related to the Plan and that the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Employee's participation in the Plan or Employee's acquisition or sale of the underlying shares of Common Stock;

- (j) unless otherwise provided in the Plan or by the Company in its discretion, the Grant of Deferred Stock Units and the benefits evidenced by this Agreement do not create any entitlement to have the Deferred Stock Units or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock;
- (k) the Deferred Stock Units and the shares of Common Stock subject to the Deferred Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for any purpose;
- (l) neither the Company, the Employer nor any member of the Mondelēz Group shall be liable for any foreign exchange rate fluctuation between the Employee's local currency and the United States Dollar that may affect the value of the Deferred Stock Units or any shares of Common Stock delivered to the Employee upon vesting of the Deferred Stock Units or of any proceeds resulting from the Employee's sale of such shares; and
- (m) no claim or entitlement to compensation or damages shall arise from forfeiture of the Deferred Stock Units or the recoupment of any shares of Common Stock acquired under the Plan resulting from (a) the termination of the Employee's employment or other service relationship by the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Employee is employed or the terms of his or her employment agreement, if any); and/or (b) the application of any recoupment policy or any recovery or clawback policy otherwise required by law.
- 14. <u>Data Privacy</u>. The Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other grant materials ("<u>Data</u>") by and among the Mondelëz Group for the exclusive purpose of implementing, administering and managing Employee's participation in the Plan.

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

The Employee understands that Data will be transferred to Morgan Stanley Smith Barney, LLC and its affiliates ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Employee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, KPMG LLP or such other public accounting firm that may be engaged by the Company in the future. The Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and

protections than Employee's country. If the Employee resides outside the United States, the Employee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Employee's local human resources representative. The Employee authorizes the Company, Morgan Stanley, PricewaterhouseCoopers LLP and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Employee's participation in the Plan. The Employee understands that Data will be held only as long as is necessary to implement, administer and manage the Employee's participation in the Plan. If the Employee resides outside the United States, the Employee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Employee's local human resources representative. Further, the Employee understands that the Employee is providing the consents herein on a purely voluntary basis. If the Employee does not consent, or if the Employee later seeks to revoke his or her consent, the Employee's employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing the Employee's consent is that the Company would not be able to grant the Employee Deferred Stock Units or other equity awards or administer or maintain such grants. The Employee also understands that the Company has no obligation to substitute other forms of Grants or compensation in lieu of the Deferred Stock Units as a consequence of the Employee's refusal or withdrawal of his or her consent. Therefore, the Employee understands that refusing or withdrawing his or her consent may affect the Employee's ability to participate in the Plan. For more information on the consequences of the Employee's refusal to consent or withdrawal of consent, the Employee understands that he or she may contact the Employee's local human resources representative.

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

- 15. Notices. Any notice required or permitted hereunder shall be (i) given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party or (ii) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and shall be deemed effectively given upon such delivery. Any documents required to be given or delivered to the Employee related to current or future participation in the Plan may also be delivered through electronic means as described in paragraph 16 below.
- 16. <u>Electronic Delivery and Acceptance</u>. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

- 17. <u>Language</u>. The Employee acknowledges that he or she is sufficiently proficient in English, or, alternatively, the Employee acknowledges that he or she will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if the Employee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control, unless otherwise required by applicable law.
- 18. <u>Interpretation</u>. The terms and provisions of the Plan (a copy of which will be made available online or furnished to the Employee upon written request to the Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A.) are incorporated herein by reference. To the extent any provision in the Award Statement or this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. The Committee shall have the right to resolve all questions that may arise in connection with the Grant or this Agreement, including whether the Employee is no longer actively employed. Any interpretation, determination or other action made or taken by the Committee regarding the Plan or this Agreement shall be final, binding and conclusive.
- 19. <u>Successors and Assigns</u>. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall be binding upon and inure to the benefit of any successors or assigns of the Company and any person or persons who shall acquire any rights hereunder in accordance with this Agreement, the Award Statement or the Plan.
- 20. Entire Agreement; Governing Law. The Award Statement, the Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Employee with respect to the subject matter hereof, and may not be modified adversely to the Employee's interest except as provided in the Award Statement, the Plan or this Agreement or by means of a writing signed by the Company and the Employee. Nothing in the Award Statement, the Plan and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Award Statement, the Plan and this Agreement are to be construed in accordance with and governed by the substantive laws of the Commonwealth of Virginia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the substantive laws of the Commonwealth of Virginia to the rights and duties of the parties. Unless otherwise provided in the Award Statement, the Plan or this Agreement, the Employee is deemed to submit to the exclusive jurisdiction of the Commonwealth of Virginia, U.S.A., and agrees that such litigation shall be conducted in the courts of Henrico County, Virginia, or the federal courts for the United States for the Eastern District of Virginia. This Agreement is intended to be exempt from, or otherwise comply with, Section 409A of the Code and shall be interpreted, operated and administered in a manner consistent with such intent. The Company reserves the right, to amend or modify this Agreement at any time, without the consent of the Employee or any other party, to avoid the application of Section 409A of the Code in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Nothing in the Agreement or the Plan shall provide a basis for any person to take action against the Mondelez Group based on matters covered by Section 409A of the Code, including the tax treatment of any amount paid under the Grant made hereunder, and Mondelez Group shall not under any circumstances have any liability to any employee or his estate or any other party for any taxes, penalties or interest due on amounts paid or payable under this Agreement, including taxes, penalties or interest imposed under Section 409A of the Code. For purposes of Section 409A of the Code, each payment and each series of payments under this Agreement, if any, shall be treated as a separate payment.

21. <u>Miscellaneous</u>. In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Grant, the Board or the Committee shall make adjustments to the number and kind of shares of Common Stock subject to this Grant, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of Deferred Stock Units, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment with any member of the Mondelēz Group, in each case subject to any Board or Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

For the purposes of this Agreement, (a) the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan, and (b) the term "<u>Retirement</u>" means, unless otherwise determined by the Committee in its sole discretion, the termination of employment on or after either (i) the date the Employee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group or (ii) the date the Employee is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelēz Group.

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

- 22. Compliance With Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any Common Stock issuable upon settlement of the Deferred Stock Units prior to the completion of any registration or qualification of the shares of Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Employee understands that the Company is under no obligation to register or qualify the shares of Common Stock with the Commission or any state, provincial or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Common Stock. Further, the Employee agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without the Employee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.
- 23. <u>Agreement Severable</u>. In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.
- 24. <u>Headings</u>. Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

- 25. <u>Imposition of Other Requirements</u>. The Company reserves the right to impose other requirements on the Employee's participation in the Plan, on the Deferred Stock Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.
- 26. <u>Insider Trading/Market Abuse Laws</u>. The Employee may be subject to insider trading and/or market abuse laws, which may affect the Employee's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to such shares (*e.g.*, Deferred Stock Units) or rights linked to the value of shares of Common Stock under the Plan during such times as the Employee is considered to have "material nonpublic information" or "insider information" regarding the Company (as defined by the laws or regulations in the relevant jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Employee places before the Employee possessed inside information. Furthermore, the Employee could be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. The Employee acknowledges that it is his or her responsibility to comply with any applicable restrictions, and that the Employee should speak to his or her personal advisor on this matter.
- 27. Exchange Control, Tax and Foreign Asset/Account Reporting Requirements. The Employee acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Employee's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock acquired under the Plan) in a brokerage, bank account or legal entity outside the Employee's country. The Employee may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. The Employee also may be required to repatriate sale proceeds or other funds received as a result of the Employee's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. In addition, the Employee agrees to take any and all actions required by the Company, any other entity in the Mondelēz Group or the local laws, rules and regulations in the Employee's country of residence (and country of employment, if different) that may be required to comply with such laws, rules and regulations. The Employee acknowledges that it is the Employee's responsibility to be compliant with such regulations, and the Employee should consult his or her personal legal advisor for any details.
- 28. <u>Appendix</u>. Notwithstanding any provisions in this Agreement, the Deferred Stock Units shall be subject to any terms set forth in the Appendix to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Appendix, the terms for such country will apply to the Employee, to the extent the Company determines that the application of such terms is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.
- 29. <u>Waiver</u>. The Employee acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Employee or any other participant of the Plan.

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

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

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

MONDELĒZ INTERNATIONAL, INC.

/s/ Laura Stein

Laura Stein
Executive Vice President,
Corporate & Legal Affairs, General Counsel and Corporate Secretary

APPENDIX A

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

ADDITIONAL TERMS AND CONDITIONS OF THE GLOBAL DEFERRED STOCK UNIT AGREEMENT

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

This Appendix A also includes information regarding securities, exchange control and certain other issues of which the Employee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2024. Such laws are often complex and change frequently. As a result, the Employee should not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Employee vests in the Deferred Stock Units or sells shares of Common Stock acquired under the Plan.

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

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

EUROPEAN UNION / EUROPEAN ECONOMIC AREA, SWITZERLAND AND THE UNITED KINGDOM

TERMS AND CONDITIONS

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

If the Employee is based in the European Union ("EU"), the European Economic Area, Switzerland or the United Kingdom, the Employee should note that Mondelēz International, Inc., with registered address at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. is the controller responsible for the processing of the Employee's Personal Data (as defined below) in connection with the Agreement and the Plan.

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

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

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

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

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

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

ALGERIA

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Algeria shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

ARGENTINA

TERMS AND CONDITIONS

Restrictions and Covenants. Notwithstanding anything to the contrary in the Agreement, paragraph 9 of the Agreement will not apply to Argentinian Employees.

Labor Law Policy and Acknowledgement. The following provision supplements paragraph 13 of the Agreement:

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

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

NOTIFICATIONS

Securities Law Information. Neither the Units nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be

registered with the Argentine Securities Commission (*Comisión Nacional de Valores*, "*CNV*"). Neither this Agreement nor any other offering material related to the Units nor the underlying shares of Common Stock may be utilized in connection with any general offering to the public in Argentina.

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

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

AUSTRALIA

TERMS AND CONDITIONS

Securities Law Disclosure. This offer is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). Please note that if the Employee offers shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Employee should obtain legal advice on the Employee's disclosure obligations prior to making any such offer.

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

NOTIFICATIONS

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

Tax Notification. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to conditions in the Act).

AUSTRIA

NOTIFICATIONS

Exchange Control Information. If the Employee holds securities (including shares of Common Stock acquired under the Plan) or cash (including proceeds from the sale of shares of Common Stock) outside of Austria, he or she may be subject to reporting obligations to the Austrian National Bank. If the value of the shares of Common Stock meets or exceeds a certain threshold, the Employee must report the

securities held on a quarterly basis to the Austrian National Bank as of the last day of the quarter, on or before the 15th day of the month following the end of the calendar quarter. In all other cases, an annual reporting obligation applies and the report has to be filed as of December 31 on or before January 31 of the following year using the form P2. Where the cash amounts held outside of Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

If the Employee sells shares of Common Stock, or receives any cash dividends, the Employee may have exchange control obligations if the Employee holds the cash proceeds outside Austria. If the transaction volume of all the Employee's accounts abroad meets or exceeds a certain threshold, the Employee must report to the Austrian National Bank the movements and balances of all accounts on a monthly basis, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BAHRAIN

NOTIFICATIONS

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

BANGLADESH

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. At the discretion of the Company, Deferred Stock Units granted to Employees in Bangladesh shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

BELGIUM

NOTIFICATIONS

Foreign Asset/Account Reporting Information. The Employee is required to report any securities (*e.g.*, shares of Common Stock acquired under the Plan) or bank accounts established outside of Belgium on his or her annual tax return. In a separate report, Belgium residents are also required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account

number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under Kredietcentrales / Centrales des crédits caption. The Employee should consult a personal tax advisor with respect to the applicable reporting obligations.

Stock Exchange Tax Information. A stock exchange tax applies to transactions executed by Belgian residents through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax will apply when shares of Common Stock acquired upon vesting of the Deferred Stock Units are sold.

Annual Securities Accounts Tax. An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., shares of Common Stock acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. Belgian residents should consult with their personal tax advisor regarding the new tax.

BRAZIL

TERMS AND CONDITIONS

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

Labor Law Acknowledgment. By accepting the Deferred Stock Units, the Employee understands, acknowledges and agrees that, for all legal purposes (i) the Employee is making an investment decision and (ii) the value of the underlying shares of Common Stock are not fixed and may increase or decrease in value over the vesting period without compensation to the Employee.

NOTIFICATIONS

Exchange Control Information. Individuals who are resident or domiciled in Brazil are generally required to submit an annual declaration of assets and rights held outside Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is greater than US\$1,000,000. If such amount is equal to or greater than US\$100,000,000, the referenced declaration must be submitted quarterly, in the month following the end of each quarter. Assets and rights to be included in this annual declaration include shares of Common Stock acquired under the Plan.

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

BULGARIA

NOTIFICATIONS

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

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

CANADA

TERMS AND CONDITIONS

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

Termination of Employment. The following provision supplements paragraph 2 of the Agreement:

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

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Employee's right to vest in the Deferred Stock Units under the Plan, if any, will terminate effective as of the last day of the Employee's minimum statutory notice period. The Employee will not earn or be entitled to pro-rated vesting for that portion of time before the date on which the Employee's right to vest terminates or if the vesting date falls after the end of the Employee's statutory notice period, nor will the Employee be entitled to any compensation for lost vesting.

The following provisions apply for Employees resident in Quebec:

Data Privacy. The following provision supplements paragraph 14 of the Agreement:

The Employee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Employee further authorizes the Mondelēz Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Employee acknowledges and agrees that the Employee's personal information, including sensitive personal information, may be transferred or disclosed outside of the Province of Quebec, including to the United States. The Employee further authorizes the Mondelēz Group to record such information and to keep such information in his or her employee file. The Employee also acknowledges and authorizes the Company and any subsidiary or affiliate or other parties involved in the administration of the Plan to use technology for profiling purposes

and to make automated decisions that may have an impact on the Employee or the administration of the Plan.

Language. A French translation of the Plan and the Agreement can be made available to the Employee as soon as reasonably practicable upon the Employee's request. The Employee understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

Une traduction française du Plan et du présent Contrat pourra êtremise à la disposition de Employé(e) dès que raisonnablement possible à la demande de l'Employé. Le Employé(e) comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Compagnie traduira en français les documents relatifs à l'offre du Plan dès que raisonnablement possible.

NOTIFICATIONS

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

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

CHILE

NOTIFICATIONS

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

Esta oferta de Unidades de Acciones Diferidas constituye una oferta privada de valores en Chile y se inicia en la Fecha de la Concesión. Esta oferta de Unidades de Acciones Diferidas se acoge a las disposiciones de la Norma de Carácter General N° 336 de la Comisión para el Mercado Financiero de Chile ("CMF"). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse las Unidades de Acciones Diferidas de valores no registrados en Chile, no existe obligación por parte de la Compañía de entregar en Chile información pública respecto de las Unidades de Acciones Diferidas o sus Acciones. Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.

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

Exchange control requirements are subject to change. The Employee should consult with his or her personal legal advisor regarding any exchange control obligations that may apply in connection with the Deferred Stock Units.

Foreign Asset / Account Reporting Information. If the Employee holds shares of Common Stock acquired under the Plan outside Chile, the Employee will be required to inform the Chilean Internal Revenue Service (the "<u>CIRS</u>") of the details of the Employee's investment in the shares of Common Stock. Further, if the Employee wishes to receive a tax credit against the Employee's Chilean income taxes for any taxes paid abroad, the Employee must report the payment of taxes abroad to the CIRS. In either case, the Employee must file Tax Form 1929 by July 1 each year, which should be submitted electronically through the CIRS website: <u>www.sii.cl.</u>

CHINA

TERMS AND CONDITIONS

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

Settlement of Deferred Stock Units and Sale of Shares. Due to legal restrictions in China, upon the vesting of Deferred Stock Units, the Employee acknowledges that the Deferred Stock Units may be paid to the Employee in cash rather than shares of Common Stock. If shares of Common Stock are issued upon vesting of the Deferred Stock Units, in the Company's sole discretion, the shares may be required to be immediately sold. Thus, as a condition of the grant of the Deferred Stock Units, the Employee agrees to the immediate sale of any shares of Common Stock issued to Employee upon vesting and settlement of the Deferred Stock Units. The Employee further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Employee's

behalf pursuant to this authorization) and the Employee expressly authorizes the Company's designated broker to complete the sale of such shares. The Employee acknowledges that the Company's designated broker is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Employee in accordance with any applicable exchange control laws and regulations.

In the event that the Employee is not required to sell shares of Common Stock immediately upon vesting, any shares of Common Stock issued to the Employee must be maintained in an account with Morgan Stanley Smith Barney, LLC ("Morgan Stanley") or such other broker as may be designated by the Company until the shares of Common Stock are sold through that broker. If the Company changes its designated broker, the Employee acknowledges and agrees that the Company may transfer any shares of Common Stock issued under the Plan to the new designated broker if necessary for legal or administrative reasons. The Employee agrees to sign any documentation necessary to facilitate the transfer. In addition, the Employee acknowledges and agrees that he or she must sell any shares of Common Stock issued upon vesting as soon as practicable following the termination of the Employee's employment or other service relationship with the Mondelēz Group and in no event later than six (6) months following the termination of the Employee's employment or other service relationship with the Mondelēz Group, or within any other such time frame the Company determines to be necessary or advisable to comply with local requirements.

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

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

immediately upon vesting of the Deferred Stock Units (as explained above) or upon termination of the Employee's service with the Mondelēz Group.

NOTIFICATIONS

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

COLOMBIA

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements the acknowledgments contained in paragraph 13 of the Agreement:

The Employee acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Employee's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amounts, subject to the limitations provided in Law 1393/2010.

NOTIFICATIONS

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia. An offer of shares of Common Stock to employees will not be considered a public offer provided that it meets the conditions set forth in Article 6.1.1.1.1 in Decree 2555, 2010.

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

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

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

COSTA RICA

There are no country specific provisions.

CROATIA

NOTIFICATIONS

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

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the Deferred Stock Units and the opening and maintenance of a foreign account, including reporting (i) foreign direct investments with a value of CZK 2,500,000 or more in the aggregate or (ii) foreign financial assets with a value of CZK 200,000,000 or more. The Employee should consult their personal legal advisor to ensure compliance with the applicable requirements.

DENMARK

TERMS AND CONDITIONS

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

NOTIFICATIONS

Foreign Asset/Account Reporting Information. The Employee is required to report any accounts holding shares of Common Stock or cash established outside Denmark to the Danish Tax Administration as part of his or her tax return under the section related to foreign affairs and income. The form which should be used in this respect can be obtained from a local bank.

ECUADOR

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Individuals who are resident or domiciled in Ecuador are generally required to file an annual Net Worth Declaration with the Internal Revenue Service of Ecuador if the aggregate value of assets held by such individuals exceeds certain thresholds. Assets included in this annual declaration include shares of Common Stock acquired under the Plan. The Net Worth Declaration must be filed in May of the following year using the electronic form on the tax authorities' website (www.sri.gob.ec). Penalties will apply to a late filing and it is not possible to seek an extension.

In addition, Ecuadorian resident individuals are required to report on an annual basis, all monetary assets held in foreign financial entities in excess of US\$100,000. The Employee should consult his or her legal or tax advisor to ensure compliance with all applicable reporting obligations.

EGYPT

NOTIFICATIONS

Exchange Control Information. If the Employee transfers funds into Egypt in connection with the Deferred Stock Units, the Employee is required to transfer the funds through a registered bank in Egypt.

ESWATINI

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. At the discretion of the Company, Deferred Stock Units granted to Employees in Eswatini shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

FINLAND

NOTIFICATIONS

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Employee must check their pre-completed tax return to confirm that the ownership of shares of Common Stock and other securities (foreign or domestic) is correctly reported. If the Employee finds any errors or omissions, the Employee must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.

FRANCE

TERMS AND CONDITIONS

Deferred Stock Units Not French-Qualified. The Deferred Stock Units granted under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended.

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

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

NOTIFICATIONS

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities is equal to or greater than a certain amount (currently $\in 10,000$).

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

GEORGIA

TERMS AND CONDITIONS

<u>Language Consent</u>. By accepting the Grant, the Employee acknowledges that he or she is proficient in reading and understanding English and fully understands the terms of the documents related to the grant (the Agreement and the Plan), which were provided in the English language. The Employee accepts the terms of those documents accordingly.

თანხმობა ენასთან დაკავშირებით. გრანტის მიღებით, თანამშრომელი ადასტურებს, რომ ფლობს ინგლისური ენის კითხვასა და გაგებას და სრულად ესმის გრანტთან დაკავშირებული დოკუმენტების პირობები (ხელშეკრულება და გეგმა), რომლებიც მოწოდებული იყო ინგლისურ ენაზე. თანამშრომელი შესაბამისად იღებს ამ დოკუმენტების პირობებს.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in connection with the purchase or sale of securities in excess of €12,500 must be reported monthly to the German Federal Bank (Bundesbank). If the Employee receives a payment in excess of this amount (including if the Employee acquires shares of Common Stock with a value in excess of this amount under the Plan or sells shares of Common Stock via a foreign broker, bank or service provider and receive proceeds in excess of this amount) and/or if the Company withholds or sells shares of Common Stock with a value in excess of this amount to cover Tax-Related Items, the Employee must report the payment and/or the value of the shares of Common Stock withheld or sold to Bundesbank. Such reports must be filed either electronically using the "General Statistics Reporting Portal" (Allgemeine Meldeportal Statistik) available via the Bundesbank's website (www.bundesbank.de) or by such other method as is permitted or required by Bundesbank. The report must be submitted monthly or within such timing as is permitted or required by Bundesbank.

Foreign Asset/Account Reporting Information. German residents holding Common Stock must notify their local tax office if the acquisition of Common Stock under the Plan leads to a so-called qualified participation at any point during the calendar year. A qualified participation is attained only in the unlikely event (i) the Employee owns at least 1% of the Company and the value of the Common Stock acquired exceeds €150,000, or (ii) the Employee holds Common Stock exceeding 10% of the total capital of the Company.

GREECE

There are no country specific provisions.

HUNGARY

There are no country specific provisions.

INDIA

TERMS AND CONDITIONS

Payment after Vesting. The following provision supplements Section 7 of the Agreement:

Due to regulatory requirements in India, the Company reserves the right to require that the Employee sell all shares of Common Stock delivered to the Employee, either immediately upon receipt of such shares or upon the Employee's termination of employment from the Mondelēz Group. In this regard, the Employee agrees that the Company is authorized to instruct its designated broker to assist with any such mandatory sale of shares of Common Stock (on the Employee's behalf pursuant to this authorization), and the Employee expressly authorizes the designated broker to complete the sale of such shares. The Employee also agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the designated broker) to effectuate the sale of the shares of Common Stock and shall otherwise cooperate with the Company with respect to such matters, provided that the Employee shall not be permitted to exercise any influence over how, when or whether the sales occur. The Employee acknowledges that the designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Due to fluctuations in the shares of Common Stock price and/or applicable exchange rates between the date the shares of Common Stock are delivered to the Employee and (if later) the date on which the shares of Common Stock on the relevant vesting date or the date on which such shares are delivered to the Employee. Upon the sale of the shares of Common Stock, the cash proceeds from the sale of shares (less any applicable Tax-Related Items) will be delivered to the Employee in accordance with applicable laws and regulations, as determined by the Company in its sole discretion.

NOTIFICATIONS

Exchange Control Information. Indian residents are required to repatriate the cash proceeds received upon the sale of shares of Common Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Indian residents also are required to retain the foreign inward remittance certificate as evidence of repatriation. The Employee is personally responsible for complying with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws. The Employee may also be required to provide information regarding funds received from participation in the Plan to the Company and/or the Employer to enable them to comply with their filing requirements under exchange control laws in India.

As exchange control regulations can change frequently and without notice, the Employee should consult his or her personal tax or legal advisor before selling shares of Common Stock to ensure compliance with current regulations.

Foreign Asset/Account Reporting Information. The Employee is required to declare foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in his or

her annual tax return. It is the Employee's responsibility to comply with this reporting obligation and the Employee should consult with his or her personal tax advisor in this regard.

INDONESIA

TERMS AND CONDITIONS

Language Consent and Notification. A translation of the documents relating to this Grant into Bahasa Indonesia can be provided to the Employee upon request to Astrid Januarita, My Rewards Advisor ID, at astrid.januarita@mdlz.com. By accepting the Grant, the Employee (i) confirms having read and understood the documents relating to this Grant (*i.e.*, the Plan and the Agreement) which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

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

NOTIFICATIONS

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

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

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and shares of Common Stock acquired under the Plan) in their annual individual income tax return.

IRELAND

NOTIFICATIONS

Director Notification Requirement. If the Employee is a director, shadow director or secretary of an Irish subsidiary or affiliate, the Employee must notify the Irish subsidiary or affiliate in writing if (1) the Employee receives or disposes of an interest exceeding 1% of the Company (*e.g.*, Deferred Stock Units,

shares of Common Stock, etc.), (2) the Employee becomes aware of an event giving rise to a notification requirement, or (3) the Employee becomes a director or secretary if such an interest exists at that time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

ITALY

TERMS AND CONDITIONS

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

The Employee further acknowledges that he or she has read and specifically and expressly approves the following paragraphs of the Global Deferred Stock Unit Agreement: paragraph 1 on Restrictions; paragraph 2 on Termination of Employment Before Vesting Date; paragraph 4 on Transfer Restrictions; paragraph 5 on Withholding Taxes; paragraph 6 on Death of Employee; paragraph 7 on Payment of Deferred Stock Units; paragraph 12 on Grant Confers No Rights to Continued Employment; paragraph 13 on the Nature of the Grant; paragraph 16 on Electronic Delivery and Acceptance; paragraph 17 on Language; paragraph 20 on Entire Agreement; Governing Law; paragraph 21 on Miscellaneous; paragraph 22 on Compliance With Law; paragraph 25 on Imposition of Other Requirements; paragraph 26 on Insider Trading/Market Abuse Laws; paragraph 29 on Waiver and the Data Privacy Notice in the European Union / European Economic Area section of this Appendix A.

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Deferred Stock Units) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not directly hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Deferred Stock Units), are beneficial owners of the investment pursuant to Italian money laundering provisions.

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

JAPAN

NOTIFICATIONS

Exchange Control Information. If the Employee acquires shares of Common Stock valued at more than \(\frac{\pmathbf{1}}{100,000,000}\) in a single transaction, the Employee must file a Securities Acquisition Report with the

Ministry of Finance through the Bank of Japan within 20 days of the purchase of the shares of Common Stock.

Foreign Asset/Account Reporting Information. The Employee will be required to report details of any assets held outside Japan as of December 31st (including any shares of Common Stock acquired under the Plan) to the extent such assets have a total net fair market value exceeding \(\frac{4}{50}\),000,000. Such report will be due by March 15th each year. The Employee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Employee and whether the Employee will be required to include details of any outstanding Deferred Stock Units, shares of Common Stock or cash held by the Employee in the report.

KAZAKHSTAN

NOTIFICATIONS

Securities Law Notification. This offer is addressed only to certain eligible employees in the form of the shares of Common Stock to be issued by the Company. Neither the Plan nor the Agreement has been approved, nor do they need to be approved, by the National Bank of Kazakhstan. This offer is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

Exchange Control Information. Residents of Kazakhstan may be required to notify the National Bank of Kazakhstan when they acquire shares of Common Stock under the Plan if the value of such shares of Common Stock exceeds US\$100,000.

Please note that the exchange control regulations in Kazakhstan are subject to change. The Employee should consult with their personal legal advisor regarding any exchange control obligations that the Employee may have prior to vesting in the Deferred Stock Units or receiving proceeds from the sale of shares of Common Stock acquired under the Plan. The Employee is responsible for ensuring compliance with all exchange control laws in Kazakhstan.

LITHUANIA

There are no country specific provisions.

MALAYSIA

TERMS AND CONDITIONS

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

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

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

The Employee understands that Data will be transferred to Morgan Stanley Smith Barney, LLC ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Employee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Data by contacting the Employee's local human resources representative at Mondelez. Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. The Employee authorizes the Company, Morgan Stanley and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Employee's participation in the Plan. The Employee understands that Data will be held only as long as is necessary to implement, administer and manage the Employee's participation in the Plan. The Employee understands that the Employee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Employee's local human resources representative. Further, the Employee understands that he or she is providing the consents herein on a

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

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

Pekerja memahami bahawa Data tersebut akan dipindahkan ke Morgan Stanley Smith Barney, LLC ("Morgan Stanley") atau pembekal perkhidmatan pelan saham lain yang mungkin dipilih oleh Syarikat pada masa hadapan, yang membantu Syarikat melaksanakan, mentadbir dan menguruskan Pelan tersebut. Pekerja memahami bahawa Data juga mungkin dipindahkan kepada firma akauntansi awam berdaftar bebas Syarikat, PricewaterhouseCoopers LLP, atau firma akauntansi awam lain yang mungkin digunakan oleh Syarikat pada masa hadapan. Pekerja turut memahami bahawa penerima Data mungkin berada di Amerika Syarikat atau negara lain dan negara asal penerima Data (contohnya, Amerika Syarikat) mungkin mempunyai undangundang data peribadi serta perlindungan yang berbeza daripada negara asal Pekerja. Pekerja memahami bahawa Pekerja boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Pekerja di Mondelez Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia.

Pekerjadengan ini membenarkan Syarikat, Morgan Stanley dan mana-mana pihak yang mungkin menerima Data yang mungkin membantu pihak Syarikat (sekarang atau pada masa hadapan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, mempunya, mengguna, menyimpan serta memindah Data tersebut, dalam bentuk elektronik atau lain-lain, bagi tujuan tunggal untuk melaksana, mentadbir dan mengurus penyertaan Pekerja dalam Pelan. Pekerja memahami bahawa Data hanya akan disimpan untuk tempoh yang diperlukan untuk melaksana, mentadbir, dan mengurus penyertaan Pekerja dalam Pelan. Pekerja memahami bahawa Pekerja boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan penyimpanan dan pemprosesan Data, meminta bahawa pindaanpindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes tanpa sebarang kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya. Selanjutnya, Pekerja memahami bahawa Pekerja memberikan persetujuan di sini secara sukarela. Jikalau, Pekerja tidak bersetuju, atau sekiranaya Pekerja kemudiannya purely voluntary basis. If the Employee does not consent, or if the Employee later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only consequence of refusing or withdrawing the Employee's consent is that the Company would not be able to grant the Employee Deferred Stock Units or other equity awards or administer or maintain such awards. The Employee also understands that the Company has no obligation to substitute other forms of awards or compensation in lieu of the Deferred Stock Units as a consequence of the Employee's refusal or withdrawal of his or her consent. Therefore, the Employee understands that refusing or withdrawing his or her consent may affect the Employee's ability to participate in the Plan. For more information on the consequences of the Employee's refusal to consent or withdrawal of consent, the Employee understands that he or she may contact his or her local human resources representative.

membataikan persetujuannya, status pekerjaan atau perkniamatan dan kerjaya Pekerja dengan Majikan tidak akan terjejas; satusatunya akibat jika Pekerja tidak bersetuju atau menarik balik persetujuan Pekerja adalah bahawa Syarikat tidak akan dapat memberikan kepada Pekerja opsyen atau anugerah-anugerah ekuiti yang lain atau mentadbir atau mengekalkan anugerah tersebut. Pekerja turut memahami bahawa pihak Syarikat tidak mempunyai sebarang kewajiban untuk menggantikan bentuk anugerah yang lain atau memberikan sebarang bentuk kompensasi sebagai pengganti opsyen disebabkan keengganan atau penarikan balik persetujuan Pekerja. Oleh kerana itu, Pekerja memahami bahawa keengganan atau penarikan balik persetujuan Pekerja boleh menjejaskan keupayaan Pekerja untuk mengambil bahagian dalam Pelan. Untuk maklumat lanjut mengenai akibat keengganan Pekerja untuk memberikan keizinan atau penarikan balik keizinan, Pekerja memahami bahawa Pekerja boleh menghubungi wakil sumber manusia tempatannya.

NOTIFICATIONS

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

MEXICO

TERMS AND CONDITIONS

Labor Law Policy. In accepting the grant of the Deferred Stock Units, the Employee expressly recognizes that Mondelēz International, Inc., with registered offices at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., is solely responsible for the administration of the Plan and that the Employee's participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Employee and Mondelēz International, Inc. since the Employee is participating in the Plan on a wholly commercial basis and his or her sole Employer is Mondelēz México, S. de R.L. de C.V., located at Av. 18 de Noviembre 1028, Camino a Manzanilla, Heroica Puebla de Zaragoza, Puebla, C.P. 72304. Based on the foregoing, the Employee expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Employee and the Employer, Mondelēz México, S. de R.L. de C.V., and do not form part of the employment conditions and/or benefits provided by Mondelēz México, S. de R.L. de C.V., and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Employee's employment.

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

Plan Document Acknowledgment. By accepting the Deferred Stock Units, the Employee acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by accepting the Agreement, the Employee further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in paragraph 13 of the Agreement ("Nature of the Grant."), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by Mondelēz International, Inc. on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither Mondelēz International, Inc. nor any subsidiary or affiliate is responsible for any decrease in the value of the shares of Common Stock underlying the Deferred Stock Units.

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

TÉRMINOS Y CONDICIONES

Política Laboral y Reconocimiento/Aceptación. Al aceptar el otorgamiento de las Acciones Diferidas, el Empleado expresamente reconoce que Mondelēz International, Inc., con domicilio registrado ubicado en 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., es la única responsable por la administración del Plan y que la participación del Empleado en el Plan y en su caso la adquisición de Acciones no constituyen ni podrán interpretarse como una relación de trabajo entre el Empleado y Mondelēz International, Inc., ya que el Empleado participa en el Plan en un marco totalmente comercial y su único Patrón lo es Mondelēz México, S. de R.L. de C.V. con domicilio en Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Derivado de lo anterior, el Empleado expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Empleado y el Patrón, Mondelēz México, S. de R.L. de C.V. y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Mondelēz México, S. de R.L. de C.V. y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Empleado.

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

Reconocimiento del Plan de Documentos. Al aceptar el otorgamiento de las Acciones Diferidas, el Empleado reconoce que ha recibido copias del Plan, que ha revisado el Plan y el Acuerdo en su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Adicionalmente, al aceptar el Acuerdo, el Empleado reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en el párrafo 13 del Acuerdo ("La Naturaleza del Otorgamiento") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecido por Mondelēz International, Inc. de forma completamente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni Mondelēz International, Inc. ni de cualquier Sociedad controlante, Subsidiaria o Filial son responsables por ninguna disminución en el valor de las Acciones subvacentes de las Acciones Diferidas.

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

NOTIFICATIONS

Securities Law Information. The Deferred Stock Units and the shares of Common Stock offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Deferred Stock Units may not be publicly distributed in Mexico. These materials are addressed to the Employee only because of the Employee's existing relationship with the Company Group and these materials should not be reproduced

or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present employees of Mondelēz México, S. de R.L. de C.V. made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

MOROCCO

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Morocco shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

NETHERLANDS

There are no country specific provisions.

NEW ZEALAND

NOTIFICATIONS

Securities Law Information. WARNING: The Employee is being offered Deferred Stock Units which allows the Employee to acquire shares of Common Stock in accordance with the terms of the Plan and the Agreement. The shares of Common Stock, if issued, give the Employee a stake in the ownership of the Company. The Employee may receive a return if dividends are paid.

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

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

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

The Employee understands that he or she should ask questions, read all documents carefully, and seek independent financial advice before participating in the Plan.

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

For information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, the Employee should refer to the risk factors discussion in the Company's Annual

Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's website at http://ir.mondelezinternational.com/sec.cfm.

NIGERIA

There are no country specific provisions.

NORWAY

NOTIFICATIONS

Exchange Control Information. In general, Norwegian residents should not be subject to any foreign exchange requirements in connection with the acquisition or sale of shares of Common Stock under the Plan, except normal reporting requirements to the Norwegian Currency Registry. If the transfer of funds into or out of Norway is made through a Norwegian bank, the bank will make the registration.

Foreign Asset/Account Reporting Information. Norwegian residents may be subject to foreign asset reporting as part of their ordinary tax return. Norwegian banks, financial institutions, limited companies etc. must report certain information to the Tax Administration. Such information may then be pre-completed in a Norwegian resident's tax return. However, if the resident has traded, or is the owner of, financial instruments (e.g., shares of Common Stock) not pre-completed in the tax return, the Norwegian resident must enter this information in Form RF-1159, which is an appendix to the tax return.

PAKISTAN

TERMS AND CONDITIONS

Forced Sale of Shares. The Company reserves the right to force the immediate sale of the shares of Common Stock to be issued upon vesting and settlement of the Deferred Stock Units. If applicable, the Employee agrees that the Company is authorized to instruct its designated broker, on behalf of the Employee, to assist with the mandatory sale of such shares of Common Stock and the Employee expressly authorizes the Company's designated broker to complete the sale of such shares of Common Stock. The Employee expressly acknowledges that the Company's designated broker is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon the sale of shares of Common Stock, the Employee shall receive the cash proceeds from the sale of shares of Common Stock, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Employee also acknowledges that the Employee is unaware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

NOTIFICATIONS

Exchange Control Information. The Employee is required immediately to repatriate to Pakistan the proceeds from the sale of any Common Stock acquired from participation in Plan, including the proceeds from the sale of Common Stock acquired upon vesting of the Deferred Stock Units. The proceeds must be converted into local currency and the receipt of proceeds must be reported to the State Bank of Pakistan (the "<u>SBP</u>") by filing a "Proceeds Realization Certificate" issued by the bank converting the proceeds with the SBP. The repatriated amounts cannot be credited to a foreign currency account. The Employee should consult his or her personal advisor prior to repatriation of the sale proceeds to ensure

compliance with applicable exchange control regulations in Pakistan, as such regulations are subject to frequent change. The Employee is responsible for ensuring compliance with all exchange control laws in Pakistan.

PERU

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements the acknowledgment contained in paragraph 13 of the Agreement:

By accepting the Deferred Stock Units, the Employee acknowledges, understands and agrees that the Deferred Stock Units are being granted *ex gratia* to the Employee.

NOTIFICATIONS

Securities Law Information. The grant of Deferred Stock Units is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, the Employee should refer to the Plan, the Agreement and any other grant documents made available by the Company. For more information regarding the Company, the Employee may refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at www.sec.gov.

PHILIPPINES

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in the Philippines shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

POLAND

NOTIFICATIONS

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

PORTUGAL

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

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

ROMANIA

NOTIFICATIONS

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

RUSSIA

TERMS AND CONDITIONS

Securities Law Information. This Agreement, the Plan and all other materials that the Employee may receive concerning the Deferred Stock Units and the Employee's participation in the Plan do not constitute advertising or an offering of securities in Russia. The Common Stock to be issued upon the vesting of the Deferred Stock Units has not and will not be registered in Russia and, therefore, the Common Stock described in any Plan documents may not be offered or placed in public circulation in Russia. In no event will Common Stock to be issued upon the vesting of the Deferred Stock Units be delivered to the Employee in Russia. All Common Stock acquired under the Plan will be maintained on the Employee's behalf outside of Russia. The Employee will not be permitted to sell Common Stock directly to a Russian legal entity or resident.

Settlement of Deferred Stock Units and Sale of Shares. The Employee understands that no shares of Common Stock will be issued upon vesting of the Deferred Stock Units if the Company, in its sole discretion, determines that such issuance would not comply with applicable laws and regulations in Russia. Notwithstanding anything to the contrary in the Agreement, depending on the development of local regulatory requirements, the Employee acknowledges that the Deferred Stock Units may be paid to

the Employee in cash rather than shares of Common Stock. If shares of Common Stock are issued upon vesting of the Deferred Stock Units, in the Company's sole discretion, the shares may be required to be immediately sold. The Employee further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Employee's behalf pursuant to this authorization) and the Employee expressly authorizes the Company's designated broker to complete the sale of such shares. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Employee in accordance with any applicable exchange control laws and regulations.

Data Privacy. The following provision supplements paragraph 14 of the Agreement:

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

NOTIFICATIONS

Exchange Control Information. The Employee is responsible for complying with any and all Russian foreign exchange control requirements in connection with the Deferred Stock Units, any shares of Common Stock acquired and funds remitted into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. The foreign exchange control rules and regulations in Russia are subject to frequent change. The Employee should contact their personal advisor to determine applicability of all repatriation, remittance or other exchange control requirements to ensure compliance with all applicable exchange control requirements prior to vesting in the Deferred Stock Units and/or selling shares of Common Stock.

Labor Law Information. If the Employee continues to hold shares of Common Stock acquired at vesting of Deferred Stock Units after an involuntary termination of employment, the Employee will not be eligible to receive unemployment benefits in Russia.

Foreign Asset/Account Reporting Information. Russian residents are required to report the opening, closing or change of details of any foreign brokerage account to the Russian tax authorities within one (1) month of opening, closing or change of details of such account. Russian residents are also required to submit an annual cash flow report for any such foreign brokerage account on or before June 1 of the following year. Reporting requirements were further revised effective August 11, 2020 to expand the reporting requirement to include financial assets (including Common Stock) transactions in offshore accounts. Non-compliance with the reporting obligations could impact the Employee's ability to vest, receive shares of Common Stock pursuant to Deferred Stock Units, maintain the account outside of Russia and participate in the Plan. The Employee should consult with their personal legal advisor to determine the applicability of these reporting requirements to any brokerage account opened in connection with participation in the Plan.

Anti-Corruption Information. Anti-corruption laws prohibit certain public servants, their spouses and their dependent children from owning any foreign source financial instruments (*e.g.*, shares of foreign

companies such as the Company). Accordingly, the Employee should inform the Company if the Employee is covered by these laws because the Employee should not hold shares of Common Stock acquired under the Plan.

SAUDI ARABIA

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Saudi Arabia shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date less any Tax-Related Items.

NOTIFICATIONS

Securities Law Information. This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted (*e.g.*, Employees) under the Offer of Securities Regulations and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If the Employee does not understand the contents of this document he or she should consult an authorized financial advisor.

SERBIA

NOTIFICATIONS

Securities Law Information. The grant of the Deferred Stock Units and the issuance of any shares of Common Stock in settlement of the Deferred Stock Units is not subject to the regulations governing public offerings and private placements under the Law on Capital Markets.

Exchange Control Information. Pursuant to the Law on Foreign Exchange Transactions, the Employee is permitted to acquire shares of Common Stock under the Plan and hold the shares and any proceeds from the sale of shares of Common Stock in a U.S. brokerage account or other foreign brokerage account. However, the Employee needs permission from the National Bank of Serbia to hold any proceeds from the sale of shares of Common Stock in an offshore bank account. An exemption from this reporting obligation may apply on the basis that the shares of Common Stock are acquired for no consideration. Because the exchange control regulations in Serbia may change without notice, the Employee should consult with his or her personal advisor to ensure compliance with applicable exchange control laws.

SINGAPORE

TERMS AND CONDITIONS

Sale Restriction. The Employee agrees that any shares of Common Stock acquired pursuant to the Deferred Stock Units will not be offered for sale in Singapore prior to the six-month anniversary of the

Grant Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA"), or pursuant to, and in accordance with the conditions of, any applicable provisions of the SFA.

NOTIFICATIONS

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

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

SLOVAK REPUBLIC

There are no country specific provisions.

SLOVENIA

NOTIFICATIONS

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

SOUTH AFRICA

TERMS AND CONDITIONS

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

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

The Employee acknowledges that he or she may have copies of the above documents sent to him or her, at no charge, on written request being mailed to Corporate Secretary, Mondelēz International, Inc., 905

West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. The telephone number at the executive offices is +1 847-943-4000.

Withholding Taxes. The following provision supplements paragraph 5 of the Agreement:

By accepting the Deferred Stock Units, the Employee understands and acknowledges that he or she is required to notify the Employer of the amount of any gain realized upon vesting of the Deferred Stock Units.

Exchange Control Obligations. The Employee is solely responsible for complying with applicable South African exchange control regulations. In particular, the Employee may be required to obtain approval from the South African Reserve Bank for payments (including shares of Common Stock received pursuant to the Plan) that the Employee receives into accounts based outside of South Africa (e.g., a U.S. brokerage account). Since the exchange control regulations change frequently and without notice, the Employee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Employee's responsibility to comply with South African exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

SOUTH KOREA

NOTIFICATIONS

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

SPAIN

TERMS AND CONDITIONS

Nature of Grant. The following provision supplements paragraph 13 of the Agreement:

In accepting the Deferred Stock Units, the Employee consents to participation in the Plan and acknowledges that he or she has received a copy of the Plan.

The Employee understands and agrees that, as a condition of the grant of the Deferred Stock Units, except as provided for in paragraph 2 of the Agreement, the termination of the Employee's employment for any reason (including for the reasons listed below) will automatically result in the loss of the Deferred Stock Units that may have been granted to the Employee and that have not vested on the date of termination.

In particular, the Employee understands and agrees that any unvested Deferred Stock Units as of Employee's termination date will be forfeited without entitlement to the underlying shares of Common Stock or to any amount as indemnification in the event of a termination by reason of, including, but not limited to: resignation, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged

or recognized to be without good cause (*i.e.*, subject to a "despido improcedente"), individual or collective layoff on objective grounds, whether adjudged to be with cause or adjudged or recognized to be without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer, and under Article 10.3 of Royal Decree 1382/1985.

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

NOTIFICATIONS

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

Exchange Control Information. The Employee may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to the Employee by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

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

SWEDEN

TERMS AND CONDITIONS

Withholding Taxes. The following provision supplements paragraph 5 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in paragraph 5 of the Agreement, by accepting the Deferred Stock Units, the Employee authorizes the Company and/or the Employer to withhold shares of Common Stock or to sell shares of Common Stock otherwise deliverable to the Employee upon vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

SWITZERLAND

NOTIFICATIONS

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

TAIWAN

TERMS AND CONDITIONS

Data Privacy Consent. The Employee hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in paragraph 14 of the Agreement and by participating in the Plan, the Employee agrees to such terms. In this regard, upon request of the Company or the Employer, the Employee agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Employee's country, either now or in the future. The Employee understands he or she will not be able to participate in the Plan if the Employee fails to execute any such consent or agreement.

NOTIFICATIONS

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

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

THAILAND

NOTIFICATIONS

Exchange Control Information. If the Employee receives proceeds from the sale of shares of Common Stock or cash dividends in relation to the shares of Common Stock in excess of US\$1,000,000 in a single transaction, the Employee must immediately repatriate the funds to Thailand (or utilize such funds offshore for permissible purposes) and convert the funds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. The Employee is also required to provide details of the transaction (i.e., identification information and purpose of the transaction) to the receiving bank.

If the Employee does not repatriate such funds and utilizes them offshore for permissible purposes (i.e., purposes not listed in the negative list prescribed by the Bank of Thailand), the Employee must obtain a waiver of the repatriation requirement from a commercial bank in Thailand by submitting an application and supporting documents evidencing that such funds will be utilized offshore for permissible purposes.

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

TÜRKIYE

NOTIFICATIONS

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

Exchange Control Information. The Employee may be required to engage a Turkish financial intermediary to assist with the sale of shares of Common Stock acquired under the Plan. To the extent a Turkish financial intermediary is required in connection with the sale of any shares of Common Stock acquired under the Plan, the Employee is solely responsible for engaging such Turkish financial intermediary. The Employee should consult his or her personal legal advisor prior to the vesting of the Deferred Stock Units or any sale of shares of Common Stock to ensure compliance with the current requirements.

UKRAINE

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Ukraine shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

NOTIFICATIONS

Exchange Control Information. The Employee is solely responsible for complying with applicable Ukraine exchange control regulations. Since the exchange control regulations change frequently and without notice, the Employee should consult his or her legal advisor prior to the acquisition or sale of shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Employee's responsibility to comply with the Ukraine exchange control laws, and the Mondelēz Group will not be liable for any fines or penalties resulting from the Employee 's failure to comply with applicable laws.

UNITED ARAB EMIRATES

NOTIFICATIONS

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

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

UNITED KINGDOM ("U.K.")

TERMS AND CONDITIONS

Withholding Taxes. The following provision supplements paragraph 5 of the Agreement:

Without limitation to paragraph 5 of the Agreement, the Employee hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer, as applicable, or by HM Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Employee also hereby agrees to indemnify and keep indemnified the Company and the Employer, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Employee understands that he or she may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by the Employee, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to the Employee on which additional income tax and National Insurance Contributions ("NICs") may be payable. The Employee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as

appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Employee by any of the means referred to in paragraph 5 of the Agreement.

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

UNITED STATES

TERMS AND CONDITIONS

Data Privacy Terms. This provision supplements paragraph 14 of the Agreement:

Pursuant to applicable data protection laws, the Employee is hereby notified that the Company collects, processes, uses and transfers certain personally-identifiable information about the Employee for the exclusive legitimate purpose of administering the Plan and implementing, administering and managing your participation in the Plan. For California residents, the categories of personal, including sensitive personal information, are identifiers, characteristics of protected classifications under California or federal law, professional or employment related information, social security, driver's license, state identification card, or passport number, and any personal information that identifies, relates to, describes, or is capable of being associated with a particular individual. The Company does not sell the Employee's Personal Data or share it for cross-context behavioral advertising. If the Employee would like a copy of the Company's privacy policy, please contact a local human resources representative.

NOTIFICATIONS

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

<u>URUGUAY</u>

TERMS AND CONDITIONS

Data Privacy Consent. The Employee understands that the Data will be collected by the Employer and will be transferred to the Company at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. and/or any financial institutions or brokers involved in the management and administration of the Plan. The Employee further understands that any of these entities may store the Data for purposes of administering the Employee's participation in the Plan.

VENEZUELA

TERMS AND CONDITIONS

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

Exchange Control Information. Exchange control restrictions may limit the ability to vest in the Deferred Stock Units or remit funds into Venezuela following the receipt of the cash proceeds from the sale of shares of Common Stock acquired upon settlement of the Deferred Stock Units, or to amend or cancel the Deferred Stock Units at any time, in order to comply with the applicable exchange control laws in Venezuela. The Employee is responsible for complying with exchange control laws in Venezuela and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, the Employee should consult with his or her personal legal advisor before accepting the Deferred Stock Units to ensure compliance with current regulations.

NOTIFICATIONS

Securities Law Information. The Deferred Stock Units granted under the Plan and the shares of Common Stock issued under the Plan are offered as a personal, private, exclusive transaction and are not subject to Venezuelan government securities regulations. The Deferred Stock Units granted under the Plan does not qualify as a public offering under the laws of the Bolivarian Republic of Venezuela and, therefore, it is not required to request the previous authorization of the National Superintendent of Securities.

VIETNAM

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Vietnam shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date less any Tax-Related Items.

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

GLOBAL DEFERRED STOCK UNIT AGREEMENT

MONDELĒZ INTERNATIONAL, INC., a Virginia corporation (the "Company"), hereby grants to the employee (the "Employee") named in the award statement provided to the Employee (the "Award Statement") as of the date set forth in the Award Statement (the "Grant Date") pursuant to the provisions of the Mondelēz International, Inc. 2024 Performance Incentive Plan, as may be amended from time to time (the "Plan"), Deferred Stock Units (the "Grant") representing a right to receive a corresponding number of shares of Common Stock of the Company set forth in the Award Statement, upon and subject to the restrictions, terms and conditions set forth below (including the country-specific terms set forth in the attached Appendix A), in the Award Statement and in the Plan. Capitalized terms not otherwise defined in this Global Deferred Stock Unit Agreement (this "Agreement") shall have the same meaning as defined under the Plan. All references to action of or approval by the Committee shall be deemed to include action of or approval by any other person(s) to whom the Committee has delegated authority to act.

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

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

- 1. <u>Restrictions</u>. Except as expressly provided in this Agreement, the restrictions on the Deferred Stock Units shall lapse and the Deferred Stock Units shall vest on the Vesting Date shown in the Award Statement (the "<u>Vesting Date</u>"), provided that the Employee remains an active employee of the Mondelez Group during the entire period commencing on the Grant Date and ending on the Vesting Date.
- 2. <u>Termination of Employment Before Vesting Date</u>. Unless determined otherwise by the Committee or except as expressly provided in this Agreement, if the Employee terminated employment with the Mondelez Group prior to the Vesting Date, the Employee shall forfeit all rights to the Deferred Stock Units and the shares of Common Stock underlying the Deferred Stock Units. If the Employee terminates employment with the Mondelez Group prior to the Vesting Date due to:
- (a) the Employee's death or Disability (as defined below in paragraph 21), the restrictions on the Deferred Stock Units shall lapse and the Deferred Stock Units shall become fully vested on the date of the Employee's death or termination due to Disability; or
- (b) the Employee's Retirement (as defined below in paragraph 21), or as otherwise determined by the Committee, and provided that (i) the Deferred Stock Units are not otherwise accounted for, or included in, the Employee's severance or retirement arrangement with the Mondelēz Group; (ii) the Employee timely executes a general release and waiver of claims in a form and manner determined by the Company in its sole discretion; and (iii) the Retirement date occurs on or after the 181st day following the Grant Date then:

- (1) in the event that the Employee's Retirement occurs because the Employee is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelez Group, the restrictions on the Deferred Stock Units shall lapse and the Deferred Stock Units shall become fully vested on the date of the Employee's Retirement;
- (2) in the event that the Employee's Retirement occurs because the Employee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group, the Deferred Stock Units will vest on a pro-rata basis. The proration amount will be a fraction, the numerator of which is the number of months (excluding the month of the Grant Date and including partial months thereafter, rounded up to the next whole month) the Employee was actively employed by the Mondelēz Group during the vesting period and the denominator of which is the total number of months in the vesting period.

For clarity, in the event any of (i), (ii) or (iii) of this subsection 2(b) are not met then, unless determined otherwise by the Committee, the Employee shall forfeit all rights to the Deferred Stock Units and the shares of Common Stock underlying the Deferred Stock Units.

For purposes of this Agreement, the Employee's employment shall be deemed to be terminated when he or she is no longer actively employed by the Mondelēz Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Employee is employed or the terms of the Employee's employment agreement, if any). The Employee shall not be considered actively employed during any period for which he or she is receiving, or is eligible to receive, salary continuation, notice period or garden leave payments, or other comparable benefits or through other such arrangements that may be entered into that give rise to separation or notice pay. The Committee shall have the exclusive discretion to determine when the Employee is no longer actively employed for purposes of the Deferred Stock Units. Unless otherwise determined by the Committee, leaves of absence shall not constitute a termination of employment for purposes of this Agreement.

- 3. <u>Voting and Dividend Rights</u>. The Employee does not have the right to vote the Deferred Stock Units or receive dividends or dividend equivalents prior to the date, if any, such Deferred Stock Units vest and are paid to the Employee in the form of Common Stock pursuant to the terms hereof. However, the Employee shall be eligible to receive cash payments (less applicable Tax-Related Items (as defined below)) in lieu of dividends otherwise payable with respect to shares of Common Stock equal in number to the unpaid Deferred Stock Units that have not been forfeited, which shall be subject to the same vesting restrictions as the underlying Deferred Stock Units and be paid following the vesting of such Deferred Stock Units within the timeframe set forth in Section 7 below.
- 4. <u>Transfer Restrictions</u>. This Grant and the Deferred Stock Units are non-transferable and may not be assigned, hypothecated or otherwise pledged and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, the Grant shall immediately become null and void and the Deferred Stock Units shall be forfeited. These restrictions shall not apply, however, to any payments received pursuant to paragraph 7 below.
- 5. Withholding Taxes. The Employee acknowledges that regardless of any action taken by the Company or, if different, the Employee's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Employee's participation in the Plan and legally applicable to the Employee or deemed by the Company or the Employer, in their discretion, to be an appropriate charge to the Employee

even if legally applicable to the Company or the Employer ("<u>Tax-Related Items</u>") is and remains his or her responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Employee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Deferred Stock Units, including the grant, vesting or settlement of the Deferred Stock Units, the receipt of any dividends or cash payments in lieu of dividends, or the subsequent sale of shares of Common Stock; and (b) do not commit to and are under no obligation to structure the terms of the grant of the Deferred Stock Units or any aspect of the Employee's participation in the Plan to reduce or eliminate his or her liability for Tax-Related Items or achieve any particular tax result. Further, if the Employee becomes subject to any Tax-Related Items in more than one jurisdiction, the Employee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction.

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

In this regard, the Employee authorizes the Company and/or the Employer, in their sole discretion and without any notice or further authorization by the Employee, to satisfy any applicable withholding obligations with regard to all Tax-Related Items legally due by the Employee (or otherwise due by the Employee as set forth in this paragraph 5) and any hypothetical taxes from the Employee's wages or other cash compensation paid by the Company and/or the Employer or from proceeds of the sale of the shares of Common Stock issued upon vesting of the Deferred Stock Units, in which case, the Company may instruct the broker it has selected for this purpose (on the Employee's behalf and at the Employee's direction pursuant to this authorization without further consent) to sell any shares of Common Stock that the Employee acquires upon vesting of the Deferred Stock Units, except to the extent that such a sale would violate any U.S. federal securities law or other applicable law. Alternatively, or in addition, the Company may (i) deduct the number of Deferred Stock Units having an aggregate value equal to the amount of Tax-Related Items and any hypothetical taxes due from the total number of Deferred Stock Units awarded, vested, paid or otherwise becoming subject to current taxation; and/or (ii) satisfy the Tax-Related Items and any hypothetical taxes arising from the vesting of the Deferred Stock Units through any other method established by the Company. Notwithstanding the foregoing, if the Employee is subject to the short-swing profit rules of Section 16(b) of the Exchange Act, the Company will withhold in shares of Common Stock issuable at vesting of the Deferred Stock Units upon the relevant withholding event or the Committee may determine that a particular method be used to satisfy any required withholding. Finally, the Employee agrees to pay to the Company or the Employer any amount of Tax-Related Items and any hypothetical taxes that the Company or the Employer may be required to withhold or account for as a result of the Employee's participation in the Plan that cannot be satisfied by the means previously described.

The Company may withhold or account for Tax-Related Items and any hypothetical taxes by considering statutory withholding rates (in accordance with Section 14(d) of the Plan) or other withholding rates, including minimum rates or maximum rates applicable in the Employee's jurisdiction(s), in which case the Employee may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent shares of Common Stock or, if not refunded, the Employee may be able to seek a refund

from the applicable tax authorities. In the event of under-withholding, the Employee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, the Employee is deemed to have been issued the full number of shares of Common Stock underlying the Grant, notwithstanding that a number of shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items and/or hypothetical taxes due as a result of any aspect of the Employee's participation in the Plan.

- 6. <u>Death of Employee</u>. If any of the Deferred Stock Units shall vest upon the death of the Employee, any Common Stock received in payment of the vested Deferred Stock Units shall be registered in the name of and delivered to the estate of the Employee.
- 7. Payment of Deferred Stock Units. Each Deferred Stock Unit granted pursuant to this Grant represents an unfunded and unsecured promise of the Company to issue to the Employee, after the date the Deferred Stock Units vest pursuant to paragraph 1 or 2 and otherwise subject to the terms of this Agreement (including the country-specific terms set forth in Appendix A to this Agreement), the value of one share of the Common Stock. Except as otherwise expressly provided and subject to the terms of this Agreement (including Appendix A hereto and Section 9), such issuance shall be made to the Employee (or, in the event of his or her death to the Employee's estate or beneficiary as provided above) in the form of Common Stock as soon as practicable, but not later than 30 days, following the vesting of the Deferred Stock Units pursuant to paragraph 1 or 2 (and with respect to the vesting of Deferred Stock Units pursuant to paragraph 1, in no event later than the last day of the calendar year in which such vesting occurred).
- 8. <u>Special Payment Provisions</u>. Notwithstanding anything to the contrary in the Agreement, if the Deferred Stock Units are considered nonqualified deferred compensation subject to Section 409A of the Code and are settled on or on a date that is by reference to the Employee's "separation from service" and the Employee is a "specified employee" (each within the meaning of Section 409A of the Code and each determined by the Company it its sole discretion) on the date the Employee experiences a separation from service, then the Deferred Stock Units (or applicable portion thereof) shall be settled on the first business day of the seventh month following the Employee's separation from service, or, if earlier, on the date of the Employee's death, to the extent such delayed payment is required in order to avoid a prohibited distribution under Section 409A of the Code.

9. Confidential Information.

- (a) The Employee acknowledges by accepting any Grant under the Plan to not use or disclose the Mondelēz Group's trade secrets or Confidential Information known to the Employee until any particular trade secret or Confidential Information becomes generally known (through no fault of the Employee), whereupon the restriction on use and disclosure shall cease as to that item. For purposes of this agreement, "Confidential Information" includes, but is not limited to, certain sales, marketing, strategy, financial, product, personnel, manufacturing, technical and other proprietary information and material which are the property of the Mondelēz Group. The Employee understands that this list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.
- (b) A main purpose of the Plan is to strengthen the alignment of long-term interests between employees and the Mondelēz Group by providing an ownership interest in the Company, and to prevent former employees whose interests become adverse to the Company from maintaining that ownership

interest. By acceptance of any Grant (including the Deferred Stock Units) under the Plan, the Employee acknowledges and agrees that if the Employee breaches any of the covenants set forth in paragraph 9(a):

- 1. all unvested Grants (including any unvested Deferred Stock Units) shall be immediately forfeited;
- 2. the Company may cancel, rescind, suspend, withhold or otherwise limit or restrict any unexpired, unpaid or deferred Grants (including the Deferred Stock Units) at any time if the Employee is not in compliance with all terms and conditions set forth in the Plan and this Agreement including, but not limited to, paragraph 9(a);
- 3. the Employee shall repay to the Mondelēz Group the net proceeds of any Plan benefit that occurs at any time after the earlier of the following two dates: (i) the date twelve (12) months immediately preceding any such violation; or (ii) the date six (6) months prior to the Employee's termination of employment with the Mondelēz Group. The Employee shall repay to the Mondelēz Group the net proceeds in such a manner and on such terms and conditions as may be required by the Mondelēz Group, and the Mondelēz Group shall be entitled to set-off against the amount of any such net proceeds any amount owed to the Employee by the Mondelēz Group, in a way that is intended to avoid the application of penalties under Section 409A of the Code, if applicable, or other applicable law. For purposes of this paragraph, net proceeds shall mean the Fair Market Value of the shares of Common Stock less any Tax-Related Items; and
- 4. the Mondelēz Group shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security as the Employee acknowledges that such breach would cause the Mondelēz Group to suffer irreparable harm. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.
- (c) If any provision contained in this paragraph 9 shall for any reason, whether by application of existing law or law which may develop after the Employee's acceptance of a Grant under the Plan be determined by a court of competent jurisdiction to be overly broad as to scope of activity, duration or territory, the Employee agrees to join the Mondelēz Group in requesting such court to construe such provision by limiting or reducing it so as to be enforceable to the extent compatible with then applicable law.
- (d) Notwithstanding the foregoing, no section of this Agreement is intended to or shall limit, prevent, impede or interfere with the Employee's non-waivable right, without prior notice to the Company, to provide information to, participate in investigations by or testify in proceedings before any federal, state or local government subdivision or agency, including but not limited to the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, U.S. Department of Justice, the U.S. Congress, or any agency Inspector General, regarding the Mondelēz Group's past or future conduct, or to engage in any activities protected under applicable whistleblower statutes, or to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. The Employee does not need prior authorization from the Mondelēz Group to make

any such reports or disclosures and is not required to notify the Mondelez Group that the Employee has made such reports or disclosures.

- (e) The Employee is hereby advised in writing to consult with an attorney before entering into the covenants outlined in this Section 9. The Employee acknowledges that prior to acceptance of this Agreement, the Employee has been advised by the Company of the Employee's right to seek independent advice from an attorney of the Employee's own selection regarding this Agreement, including the restraints imposed upon him or her pursuant to this Section 9. The Employee acknowledges that they have entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Employee further represents that in entering into this Agreement, the Employee is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Employee is relying only upon their own judgment and any advice provided by the Employee's attorney. The Employee acknowledges he or she has been provided at minimum 14 calendar days to review the provisions contained herein but may voluntarily waive this period and sign prior to the 14 calendar day period lapsing.
- (f) For purposes of this Section 9, the Company and any member of the Mondelēz Group shall be deemed to be third-party beneficiaries with the right to seek enforcement of any of the provisions of this Section 9. Further, for purposes of this Section 9, references to acting directly or indirectly include acting jointly with or through another person.
- 10. Clawback Policy/ Forfeiture. The Employee understands and agrees that in the Committee's sole discretion, the Company may cancel all or part of the Deferred Stock Units or require repayment by the Employee to the Company of all or part of any cash payment or shares of Common Stock underlying any vested Deferred Stock Units pursuant to any recovery, recoupment, clawback and/or other forfeiture policy maintained by the Company, including the Company's Dodd-Frank Clawback Policy, the Company's Compensation Recoupment Policy, and a violation of paragraph 9 above, from time to time. In addition, any payments or benefits the Employee may receive hereunder shall be subject to repayment or forfeiture as may be required to comply with the requirements under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the Exchange Act, rules promulgated by the Commission, any other applicable law, or any securities exchange on which the Common Stock is listed or traded, as may be in effect from time to time. In connection with the enforcement of such clawback policy, the Employee hereby expressly acknowledges and agrees that the Company shall have the right to reduce, cancel, or withhold against outstanding, unvested, vested, or future cash or equity-based compensation owed or due to the Employee, to the maximum extent permitted under applicable law. No such recovery will be an event giving rise to a right to resign for Good Reason or be deemed a "constructive termination" (or any similar term) as such terms are used in any agreement between the Employee and the Company or under any severance plans applicable to the Employee.
- 11. <u>Original Issue or Transfer Taxes</u>. The Company shall pay all original issue or transfer taxes and all fees and expenses incident to the delivery of the shares of Common Stock underlying the vested Deferred Stock Units, except as otherwise provided in paragraph 5.
- 12. <u>Grant Confers No Rights to Continued Employment</u>. Nothing contained in the Plan or this Agreement (including the country-specific terms set forth in Appendix A to this Agreement) shall give any Employee the right to be retained in the employment of any member of the Mondelēz Group, affect the right of any Employer to terminate any Employee, or be interpreted as forming or amending an

employment or service contract with any member of the Mondelez Group. The adoption and maintenance of the Plan shall not constitute an inducement to, or condition of, the employment of the Employee.

- 13. Nature of the Grant. In accepting the Deferred Stock Units, the Employee acknowledges, understands, and agrees that:
- (a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) the Grant is exceptional, voluntary and occasional and does not create any contractual or other right to receive future Grants, or benefits in lieu of Deferred Stock Units, even if Deferred Stock Units have been granted in the past;
 - (c) all decisions with respect to future Grants, if any, will be at the sole discretion of the Committee;
 - (d) the Employee's participation in the Plan is voluntary;
- (e) the Deferred Stock Units and the shares of Common Stock subject to the Deferred Stock Units, and the income and value of same, are not intended to replace any pension rights or compensation;
- (f) the Grant and the shares of Common Stock subject to the Deferred Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, leave-related payments, pension, retirement or welfare benefits or similar mandatory payments;
 - (g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted;
- (h) unless otherwise agreed with the Company, the Deferred Stock Units and the shares of Common Stock underlying the Deferred Stock Units, and the income and value of same, are not granted as consideration for, or in connection with, the service the Employee may provide as a director of any entity of the Mondelēz Group;
- (i) the Employee understands and agrees that the Employee should consult with the Employee's own personal tax, legal and financial advisors regarding the Employee's participation in the Plan before taking any action related to the Plan and that the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Employee's participation in the Plan or Employee's acquisition or sale of the underlying shares of Common Stock;
- (j) unless otherwise provided in the Plan or by the Company in its discretion, the Grant of Deferred Stock Units and the benefits evidenced by this Agreement do not create any entitlement to have the Deferred Stock Units or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock;

- (k) the Deferred Stock Units and the shares of Common Stock subject to the Deferred Stock Units, and the income and value of same, are not part of normal or expected compensation or salary for any purpose;
- (l) neither the Company, the Employer nor any member of the Mondelēz Group shall be liable for any foreign exchange rate fluctuation between the Employee's local currency and the United States Dollar that may affect the value of the Deferred Stock Units or any shares of Common Stock delivered to the Employee upon vesting of the Deferred Stock Units or of any proceeds resulting from the Employee's sale of such shares; and
- (m) no claim or entitlement to compensation or damages shall arise from forfeiture of the Deferred Stock Units or the recoupment of any shares of Common Stock acquired under the Plan resulting from (a) the termination of the Employee's employment or other service relationship by the Company or the Employer (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Employee is employed or the terms of his or her employment agreement, if any); and/or (b) the application of any recoupment policy or any recovery or clawback policy otherwise required by law.
- 14. <u>Data Privacy</u>. The Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other grant materials ("<u>Data</u>") by and among the Mondelēz Group for the exclusive purpose of implementing, administering and managing Employee's participation in the Plan.

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

The Employee understands that Data will be transferred to Morgan Stanley Smith Barney, LLC and its affiliates ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Employee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, KPMG LLP or such other public accounting firm that may be engaged by the Company in the future. The Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Employee's country. If the Employee resides outside the United States, the Employee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Employee's local human resources representative. The Employee authorizes the Company, Morgan Stanley, PricewaterhouseCoopers LLP and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Employee's participation in the Plan. The Employee understands that Data will be held only as long as is necessary to implement, administer and manage the Employee's participation in the Plan. If the Employee resides

outside the United States, the Employee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Employee's local human resources representative. Further, the Employee understands that the Employee is providing the consents herein on a purely voluntary basis. If the Employee does not consent, or if the Employee later seeks to revoke his or her consent, the Employee's employment status or service with the Employer will not be affected; the only consequence of refusing or withdrawing the Employee's consent is that the Company would not be able to grant the Employee Deferred Stock Units or other equity awards or administer or maintain such grants. The Employee also understands that the Company has no obligation to substitute other forms of Grants or compensation in lieu of the Deferred Stock Units as a consequence of the Employee's refusal or withdrawal of his or her consent. Therefore, the Employee understands that refusing or withdrawing his or her consent may affect the Employee's ability to participate in the Plan. For more information on the consequences of the Employee's refusal to consent or withdrawal of consent, the Employee understands that he or she may contact the Employee's local human resources representative.

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

- 15. Notices. Any notice required or permitted hereunder shall be (i) given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other party or (ii) delivered electronically through the Company's electronic mail system (including any notices delivered by a third-party) and shall be deemed effectively given upon such delivery. Any documents required to be given or delivered to the Employee related to current or future participation in the Plan may also be delivered through electronic means as described in paragraph 16 below.
- 16. <u>Electronic Delivery and Acceptance</u>. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- 17. <u>Language</u>. The Employee acknowledges that he or she is sufficiently proficient in English, or, alternatively, the Employee acknowledges that he or she will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if the Employee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different from the English version, the English version will control, unless otherwise required by applicable law.

- 18. <u>Interpretation</u>. The terms and provisions of the Plan (a copy of which will be made available online or furnished to the Employee upon written request to the Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A.) are incorporated herein by reference. To the extent any provision in the Award Statement or this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. The Committee shall have the right to resolve all questions that may arise in connection with the Grant or this Agreement, including whether the Employee is no longer actively employed. Any interpretation, determination or other action made or taken by the Committee regarding the Plan or this Agreement shall be final, binding and conclusive.
- 19. <u>Successors and Assigns</u>. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall be binding upon and inure to the benefit of any successors or assigns of the Company and any person or persons who shall acquire any rights hereunder in accordance with this Agreement, the Award Statement or the Plan.
- 20. Entire Agreement; Governing Law. The Award Statement, the Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Employee with respect to the subject matter hereof, and may not be modified adversely to the Employee's interest except as provided in the Award Statement, the Plan or this Agreement or by means of a writing signed by the Company and the Employee. Nothing in the Award Statement, the Plan and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Award Statement, the Plan and this Agreement are to be construed in accordance with and governed by the substantive laws of the Commonwealth of Virginia, U.S.A., without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the substantive laws of the Commonwealth of Virginia to the rights and duties of the parties. Unless otherwise provided in the Award Statement, the Plan or this Agreement, the Employee is deemed to submit to the exclusive jurisdiction of the Commonwealth of Virginia, U.S.A., and agrees that such litigation shall be conducted in the courts of Henrico County, Virginia, or the federal courts for the United States for the Eastern District of Virginia. This Agreement is intended to be exempt from, or otherwise comply with, Section 409A of the Code and shall be interpreted, operated and administered in a manner consistent with such intent. The Company reserves the right, to amend or modify this Agreement at any time, without the consent of the Employee or any other party, to avoid the application of Section 409A of the Code in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Nothing in the Agreement or the Plan shall provide a basis for any person to take action against the Mondelez Group based on matters covered by Section 409A of the Code, including the tax treatment of any amount paid under the Grant made hereunder, and Mondelez Group shall not under any circumstances have any liability to any employee or his estate or any other party for any taxes, penalties or interest due on amounts paid or payable under this Agreement, including taxes, penalties or interest imposed under Section 409A of the Code. For purposes of Section 409A of the Code, each payment and each series of payments under this Agreement, if any, shall be treated as a separate payment.
- 21. <u>Miscellaneous</u>. In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Grant, the Board or the Committee shall make adjustments to the number and kind of shares of Common Stock subject to this Grant, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments

in lieu of Deferred Stock Units, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment with any member of the Mondelēz Group, in each case subject to any Board or Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

For the purposes of this Agreement, (a) the term "<u>Disability</u>" means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan, and (b) the term "<u>Retirement</u>" means, unless otherwise determined by the Committee in its sole discretion, the termination of employment on or after either (i) the date the Employee is age 55 or older with at least ten (10) or more years of active continuous employment with the Mondelēz Group or (ii) the date the Employee is age 65 or older with at least five (5) or more years of active continuous employment with the Mondelēz Group.

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

- 22. Compliance With Law. Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any Common Stock issuable upon settlement of the Deferred Stock Units prior to the completion of any registration or qualification of the shares of Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Employee understands that the Company is under no obligation to register or qualify the shares of Common Stock with the Commission or any state, provincial or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Common Stock. Further, the Employee agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without the Employee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.
- 23. <u>Agreement Severable</u>. In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.
- 24. <u>Headings</u>. Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.
- 25. <u>Imposition of Other Requirements</u>. The Company reserves the right to impose other requirements on the Employee's participation in the Plan, on the Deferred Stock Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

- 26. <u>Insider Trading/Market Abuse Laws</u>. The Employee may be subject to insider trading and/or market abuse laws, which may affect the Employee's ability to accept, acquire, sell or otherwise dispose of shares of Common Stock, rights to such shares (*e.g.*, Deferred Stock Units) or rights linked to the value of shares of Common Stock under the Plan during such times as the Employee is considered to have "material nonpublic information" or "insider information" regarding the Company (as defined by the laws or regulations in the relevant jurisdiction). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Employee places before the Employee possessed inside information. Furthermore, the Employee could be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policy, and the requirements of applicable laws may or may not be consistent with the terms of the Company's insider trading policy. The Employee acknowledges that it is his or her responsibility to comply with any applicable restrictions, and that the Employee should speak to his or her personal advisor on this matter.
- 27. Exchange Control, Tax and Foreign Asset/Account Reporting Requirements. The Employee acknowledges that there may be exchange control, tax, foreign asset and/or account reporting requirements which may affect the Employee's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock acquired under the Plan) in a brokerage, bank account or legal entity outside the Employee's country. The Employee may be required to report such accounts, balances, assets and/or the related transactions to the tax or other authorities in his or her country. The Employee also may be required to repatriate sale proceeds or other funds received as a result of the Employee's participation in the Plan to his or her country through a designated bank or broker within a certain time after receipt. In addition, the Employee agrees to take any and all actions required by the Company, any other entity in the Mondelēz Group or the local laws, rules and regulations in the Employee acknowledges that it is the Employee's responsibility to be compliant with such regulations, and the Employee should consult his or her personal legal advisor for any details.
- 28. <u>Appendix</u>. Notwithstanding any provisions in this Agreement, the Deferred Stock Units shall be subject to any terms set forth in the Appendix to this Agreement for the Employee's country. Moreover, if the Employee relocates to one of the countries included in the Appendix, the terms for such country will apply to the Employee, to the extent the Company determines that the application of such terms is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.
- 29. <u>Waiver</u>. The Employee acknowledges that a waiver by the Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach by the Employee or any other participant of the Plan.
- 30. <u>Conformity to Securities Laws</u>. The Employee acknowledges that the Award Statement, the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Commission, including, without limitation, Rule 16b-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Award Statement, the Plan and this Agreement shall be administered, and the Grant is made, only in such a manner as to conform to such laws, rules and regulations. To the

extent permitted by applicable law, the Award Statement, the Plan and this Agreement shall be deemed amended to the extent necessary to
conform to such laws, rules and regulations.

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

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

MONDELĒZ INTERNATIONAL, INC.

/s/ Laura Stein

Laura Stein
Executive Vice President,
Corporate & Legal Affairs, General Counsel and Corporate Secretary

APPENDIX A

MONDELĒZ INTERNATIONAL, INC. 2024 PERFORMANCE INCENTIVE PLAN

ADDITIONAL TERMS AND CONDITIONS OF THE GLOBAL DEFERRED STOCK UNIT AGREEMENT

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

This Appendix A also includes information regarding securities, exchange control and certain other issues of which the Employee should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2024. Such laws are often complex and change frequently. As a result, the Employee should not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because the information may be out of date at the time the Employee vests in the Deferred Stock Units or sells shares of Common Stock acquired under the Plan.

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

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

EUROPEAN UNION / EUROPEAN ECONOMIC AREA, SWITZERLAND AND THE UNITED KINGDOM

TERMS AND CONDITIONS

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

If the Employee is based in the European Union ("EU"), the European Economic Area, Switzerland or the United Kingdom, the Employee should note that Mondelēz International, Inc., with registered address at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. is the controller responsible for the processing of the Employee's Personal Data (as defined below) in connection with the Agreement and the Plan.

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

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

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

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

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

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

ALGERIA

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Algeria shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

ARGENTINA

TERMS AND CONDITIONS

Restrictions and Covenants. Notwithstanding anything to the contrary in the Agreement, paragraph 9 of the Agreement will not apply to Argentinian Employees.

Labor Law Policy and Acknowledgement. The following provision supplements paragraph 13 of the Agreement:

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

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

NOTIFICATIONS

Securities Law Information. Neither the Units nor the underlying shares of Common Stock are publicly offered or listed on any stock exchange in Argentina and, as a result, have not been and will not be

registered with the Argentine Securities Commission (*Comisión Nacional de Valores*, "*CNV*"). Neither this Agreement nor any other offering material related to the Units nor the underlying shares of Common Stock may be utilized in connection with any general offering to the public in Argentina.

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

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

AUSTRALIA

TERMS AND CONDITIONS

Securities Law Disclosure. This offer is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). Please note that if the Employee offers shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Employee should obtain legal advice on the Employee's disclosure obligations prior to making any such offer.

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

NOTIFICATIONS

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

Tax Notification. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Act") applies (subject to conditions in the Act).

AUSTRIA

NOTIFICATIONS

Exchange Control Information. If the Employee holds securities (including shares of Common Stock acquired under the Plan) or cash (including proceeds from the sale of shares of Common Stock) outside of Austria, he or she may be subject to reporting obligations to the Austrian National Bank. If the value of the shares of Common Stock meets or exceeds a certain threshold, the Employee must report the

securities held on a quarterly basis to the Austrian National Bank as of the last day of the quarter, on or before the 15th day of the month following the end of the calendar quarter. In all other cases, an annual reporting obligation applies and the report has to be filed as of December 31 on or before January 31 of the following year using the form P2. Where the cash amounts held outside of Austria meet or exceed a certain threshold, monthly reporting obligations apply as explained in the next paragraph.

If the Employee sells shares of Common Stock, or receives any cash dividends, the Employee may have exchange control obligations if the Employee holds the cash proceeds outside Austria. If the transaction volume of all the Employee's accounts abroad meets or exceeds a certain threshold, the Employee must report to the Austrian National Bank the movements and balances of all accounts on a monthly basis, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BAHRAIN

NOTIFICATIONS

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

BANGLADESH

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. At the discretion of the Company, Deferred Stock Units granted to Employees in Bangladesh shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

BELGIUM

NOTIFICATIONS

Foreign Asset/Account Reporting Information. The Employee is required to report any securities (*e.g.*, shares of Common Stock acquired under the Plan) or bank accounts established outside of Belgium on his or her annual tax return. In a separate report, Belgium residents are also required to provide the National Bank of Belgium with the account details of any such foreign accounts (including the account

number, bank name and country in which any such account was opened). This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under Kredietcentrales / Centrales des crédits caption. The Employee should consult a personal tax advisor with respect to the applicable reporting obligations.

Stock Exchange Tax Information. A stock exchange tax applies to transactions executed by Belgian residents through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax will apply when shares of Common Stock acquired upon vesting of the Deferred Stock Units are sold.

Annual Securities Accounts Tax. An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., shares of Common Stock acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. Belgian residents should consult with their personal tax advisor regarding the new tax.

BRAZIL

TERMS AND CONDITIONS

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

Labor Law Acknowledgment. By accepting the Deferred Stock Units, the Employee understands, acknowledges and agrees that, for all legal purposes (i) the Employee is making an investment decision and (ii) the value of the underlying shares of Common Stock are not fixed and may increase or decrease in value over the vesting period without compensation to the Employee.

NOTIFICATIONS

Exchange Control Information. Individuals who are resident or domiciled in Brazil are generally required to submit an annual declaration of assets and rights held outside Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is greater than US\$1,000,000. If such amount is equal to or greater than US\$100,000,000, the referenced declaration must be submitted quarterly, in the month following the end of each quarter. Assets and rights to be included in this annual declaration include shares of Common Stock acquired under the Plan.

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

BULGARIA

NOTIFICATIONS

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

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

CANADA

TERMS AND CONDITIONS

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

Termination of Employment. The following provision supplements paragraph 2 of the Agreement:

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

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, the Employee's right to vest in the Deferred Stock Units under the Plan, if any, will terminate effective as of the last day of the Employee's minimum statutory notice period. The Employee will not earn or be entitled to pro-rated vesting for that portion of time before the date on which the Employee's right to vest terminates or if the vesting date falls after the end of the Employee's statutory notice period, nor will the Employee be entitled to any compensation for lost vesting.

The following provisions apply for Employees resident in Quebec:

Data Privacy. The following provision supplements paragraph 14 of the Agreement:

The Employee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. The Employee further authorizes the Mondelēz Group and the administrator of the Plan to disclose and discuss the Plan with their advisors. The Employee acknowledges and agrees that the Employee's personal information, including sensitive personal information, may be transferred or disclosed outside of the Province of Quebec, including to the United States. The Employee further authorizes the Mondelēz Group to record such information and to keep such information in his or her employee file. The Employee also acknowledges and authorizes the Company and any subsidiary or affiliate or other parties involved in the administration of the Plan to use technology for profiling purposes

and to make automated decisions that may have an impact on the Employee or the administration of the Plan.

Language. A French translation of the Plan and the Agreement can be made available to the Employee as soon as reasonably practicable upon the Employee's request. The Employee understands that, from time to time, additional information related to the offering of the Plan might be provided in English and such information may not be immediately available in French. However, upon request, the Company will translate into French documents related to the offering of the Plan as soon as reasonably practicable.

Une traduction française du Plan et du présent Contrat pourra êtremise à la disposition de Employé(e) dès que raisonnablement possible à la demande de l'Employé. Le Employé(e) comprend que, de temps à autre, des informations supplémentaires liées à l'offre du Plan peuvent être fournies en anglais et que ces informations peuvent ne pas être immédiatement disponibles en français. Cependant, sur demande, la Compagnie traduira en français les documents relatifs à l'offre du Plan dès que raisonnablement possible.

NOTIFICATIONS

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

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

CHILE

NOTIFICATIONS

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

Esta oferta de Unidades de Acciones Diferidas constituye una oferta privada de valores en Chile y se inicia en la Fecha de la Concesión. Esta oferta de Unidades de Acciones Diferidas se acoge a las disposiciones de la Norma de Carácter General N° 336 de la Comisión para el Mercado Financiero de Chile ("CMF"). Esta oferta versa sobre valores no inscritos en el Registro de Valores o en el Registro de Valores Extranjeros que lleva la CMF, por lo que tales valores no están sujetos a la fiscalización de ésta. Por tratarse las Unidades de Acciones Diferidas de valores no registrados en Chile, no existe obligación por parte de la Compañía de entregar en Chile información pública respecto de las Unidades de Acciones Diferidas o sus Acciones. Estos valores no podrán ser objeto de oferta pública en Chile mientras no sean inscritos en el Registro de Valores correspondiente.

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

Exchange control requirements are subject to change. The Employee should consult with his or her personal legal advisor regarding any exchange control obligations that may apply in connection with the Deferred Stock Units.

Foreign Asset / Account Reporting Information. If the Employee holds shares of Common Stock acquired under the Plan outside Chile, the Employee will be required to inform the Chilean Internal Revenue Service (the "<u>CIRS</u>") of the details of the Employee's investment in the shares of Common Stock. Further, if the Employee wishes to receive a tax credit against the Employee's Chilean income taxes for any taxes paid abroad, the Employee must report the payment of taxes abroad to the CIRS. In either case, the Employee must file Tax Form 1929 by July 1 each year, which should be submitted electronically through the CIRS website: www.sii.cl.

CHINA

TERMS AND CONDITIONS

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

Settlement of Deferred Stock Units and Sale of Shares. Due to legal restrictions in China, upon the vesting of Deferred Stock Units, the Employee acknowledges that the Deferred Stock Units may be paid to the Employee in cash rather than shares of Common Stock. If shares of Common Stock are issued upon vesting of the Deferred Stock Units, in the Company's sole discretion, the shares may be required to be immediately sold. Thus, as a condition of the grant of the Deferred Stock Units, the Employee agrees to the immediate sale of any shares of Common Stock issued to Employee upon vesting and settlement of the Deferred Stock Units. The Employee further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Employee's

behalf pursuant to this authorization) and the Employee expressly authorizes the Company's designated broker to complete the sale of such shares. The Employee acknowledges that the Company's designated broker is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Employee in accordance with any applicable exchange control laws and regulations.

In the event that the Employee is not required to sell shares of Common Stock immediately upon vesting, any shares of Common Stock issued to the Employee must be maintained in an account with Morgan Stanley Smith Barney, LLC ("Morgan Stanley") or such other broker as may be designated by the Company until the shares of Common Stock are sold through that broker. If the Company changes its designated broker, the Employee acknowledges and agrees that the Company may transfer any shares of Common Stock issued under the Plan to the new designated broker if necessary for legal or administrative reasons. The Employee agrees to sign any documentation necessary to facilitate the transfer. In addition, the Employee acknowledges and agrees that he or she must sell any shares of Common Stock issued upon vesting as soon as practicable following the termination of the Employee's employment or other service relationship with the Mondelēz Group and in no event later than six (6) months following the termination of the Employee's employment or other service relationship with the Mondelēz Group, or within any other such time frame the Company determines to be necessary or advisable to comply with local requirements.

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

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

immediately upon vesting of the Deferred Stock Units (as explained above) or upon termination of the Employee's service with the Mondelēz Group.

NOTIFICATIONS

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

COLOMBIA

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements the acknowledgments contained in paragraph 13 of the Agreement:

The Employee acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan and related benefits do not constitute a component of the Employee's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amounts, subject to the limitations provided in Law 1393/2010.

NOTIFICATIONS

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and therefore the shares of Common Stock may not be offered to the public in Colombia. Nothing in this document should be construed as the making of a public offer of securities in Colombia. An offer of shares of Common Stock to employees will not be considered a public offer provided that it meets the conditions set forth in Article 6.1.1.1.1 in Decree 2555, 2010.

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

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

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

COSTA RICA

There are no country specific provisions.

CROATIA

NOTIFICATIONS

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

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the Deferred Stock Units and the opening and maintenance of a foreign account, including reporting (i) foreign direct investments with a value of CZK 2,500,000 or more in the aggregate or (ii) foreign financial assets with a value of CZK 200,000,000 or more. The Employee should consult their personal legal advisor to ensure compliance with the applicable requirements.

DENMARK

TERMS AND CONDITIONS

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

NOTIFICATIONS

Foreign Asset/Account Reporting Information. The Employee is required to report any accounts holding shares of Common Stock or cash established outside Denmark to the Danish Tax Administration as part of his or her tax return under the section related to foreign affairs and income. The form which should be used in this respect can be obtained from a local bank.

ECUADOR

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Individuals who are resident or domiciled in Ecuador are generally required to file an annual Net Worth Declaration with the Internal Revenue Service of Ecuador if the aggregate value of assets held by such individuals exceeds certain thresholds. Assets included in this annual declaration include shares of Common Stock acquired under the Plan. The Net Worth Declaration must be filed in May of the following year using the electronic form on the tax authorities' website (www.sri.gob.ec). Penalties will apply to a late filing and it is not possible to seek an extension.

In addition, Ecuadorian resident individuals are required to report on an annual basis, all monetary assets held in foreign financial entities in excess of US\$100,000. The Employee should consult his or her legal or tax advisor to ensure compliance with all applicable reporting obligations.

EGYPT

NOTIFICATIONS

Exchange Control Information. If the Employee transfers funds into Egypt in connection with the Deferred Stock Units, the Employee is required to transfer the funds through a registered bank in Egypt.

ESWATINI

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. At the discretion of the Company, Deferred Stock Units granted to Employees in Eswatini shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

FINLAND

NOTIFICATIONS

Foreign Asset/Account Reporting Information. There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that the Employee must check their pre-completed tax return to confirm that the ownership of shares of Common Stock and other securities (foreign or domestic) is correctly reported. If the Employee finds any errors or omissions, the Employee must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.

FRANCE

TERMS AND CONDITIONS

Deferred Stock Units Not French-Qualified. The Deferred Stock Units granted under this Agreement are not intended to qualify for specific tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-6 of the French Commercial Code, as amended.

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

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

NOTIFICATIONS

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities is equal to or greater than a certain amount (currently $\in 10,000$).

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

GEORGIA

TERMS AND CONDITIONS

Language Consent. By accepting the Grant, the Employee acknowledges that he or she is proficient in reading and understanding English and fully understands the terms of the documents related to the grant (the Agreement and the Plan), which were provided in the English language. The Employee accepts the terms of those documents accordingly.

თანხმობა ენასთან დაკავშირებით. გრანტის მიღებით, თანამშრომელი ადასტურებს, რომ ფლობს ინგლისური ენის კითხვასა და გაგებას და სრულად ესმის გრანტთან დაკავშირებული დოკუმენტების პირობები (ხელშეკრულება და გეგმა), რომლებიც მოწოდებული იყო ინგლისურ ენაზე. თანამშრომელი შესაბამისად იღებს ამ დოკუმენტების პირობებს.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in connection with the purchase or sale of securities in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). If the Employee receives a payment in excess of this amount (including if the Employee acquires shares of Common Stock with a value in excess of this amount under the Plan or sells shares of Common Stock via a foreign broker, bank or service provider and receive proceeds in excess of this amount) and/or if the Company withholds or sells shares of Common Stock with a value in excess of this amount to cover Tax-Related Items, the Employee must report the payment and/or the value of the shares of Common Stock withheld or sold to Bundesbank. Such reports must be filed either electronically using the "General Statistics Reporting Portal" (Allgemeine Meldeportal Statistik) available via the Bundesbank's website (www.bundesbank.de) or by such other method as is permitted or required by Bundesbank. The report must be submitted monthly or within such timing as is permitted or required by Bundesbank.

Foreign Asset/Account Reporting Information. German residents holding Common Stock must notify their local tax office if the acquisition of Common Stock under the Plan leads to a so-called qualified participation at any point during the calendar year. A qualified participation is attained only in the unlikely event (i) the Employee owns at least 1% of the Company and the value of the Common Stock acquired exceeds €150,000, or (ii) the Employee holds Common Stock exceeding 10% of the total capital of the Company.

GREECE

There are no country specific provisions.

HUNGARY

There are no country specific provisions.

INDIA

TERMS AND CONDITIONS

Payment after Vesting. The following provision supplements Section 7 of the Agreement:

Due to regulatory requirements in India, the Company reserves the right to require that the Employee sell all shares of Common Stock delivered to the Employee, either immediately upon receipt of such shares or upon the Employee's termination of employment from the Mondelēz Group. In this regard, the Employee agrees that the Company is authorized to instruct its designated broker to assist with any such mandatory sale of shares of Common Stock (on the Employee's behalf pursuant to this authorization), and the Employee expressly authorizes the designated broker to complete the sale of such shares. The Employee also agrees to sign any agreements, forms and/or consents that may be reasonably requested by the Company (or the designated broker) to effectuate the sale of the shares of Common Stock and shall otherwise cooperate with the Company with respect to such matters, provided that the Employee shall not be permitted to exercise any influence over how, when or whether the sales occur. The Employee acknowledges that the designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Due to fluctuations in the shares of Common Stock price and/or applicable exchange rates between the date the shares of Common Stock are delivered to the Employee and (if later) the date on which the shares of Common Stock are sold, the amount of proceeds ultimately distributed to the v may be more or less than the market value of the shares of Common Stock on the relevant vesting date or the date on which such shares are delivered to the Employee. Upon the sale of the shares of Common Stock, the cash proceeds from the sale of shares (less any applicable Tax-Related Items) will be delivered to the Employee in accordance with applicable laws and regulations, as determined by the Company in its sole discretion.

NOTIFICATIONS

Exchange Control Information. Indian residents are required to repatriate the cash proceeds received upon the sale of shares of Common Stock and convert such proceeds into local currency within specified timeframes as required under applicable regulations. Indian residents also are required to retain the foreign inward remittance certificate as evidence of repatriation. The Employee is personally responsible for complying with exchange control laws in India, and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws. The Employee may also be required to provide information regarding funds received from participation in the Plan to the Company and/or the Employer to enable them to comply with their filing requirements under exchange control laws in India.

As exchange control regulations can change frequently and without notice, the Employee should consult his or her personal tax or legal advisor before selling shares of Common Stock to ensure compliance with current regulations.

Foreign Asset/Account Reporting Information. The Employee is required to declare foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in his or

her annual tax return. It is the Employee's responsibility to comply with this reporting obligation and the Employee should consult with his or her personal tax advisor in this regard.

INDONESIA

TERMS AND CONDITIONS

Language Consent and Notification. A translation of the documents relating to this Grant into Bahasa Indonesia can be provided to the Employee upon request to Astrid Januarita, My Rewards Advisor ID, at astrid.januarita@mdlz.com. By accepting the Grant, the Employee (i) confirms having read and understood the documents relating to this Grant (*i.e.*, the Plan and the Agreement) which were provided in the English language, (ii) accepts the terms of those documents accordingly, and (iii) agrees not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

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

NOTIFICATIONS

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

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

Foreign Asset/Account Reporting Information. Indonesian residents have the obligation to report worldwide assets (including foreign accounts and shares of Common Stock acquired under the Plan) in their annual individual income tax return.

IRELAND

NOTIFICATIONS

Director Notification Requirement. If the Employee is a director, shadow director or secretary of an Irish subsidiary or affiliate, the Employee must notify the Irish subsidiary or affiliate in writing if (1) the Employee receives or disposes of an interest exceeding 1% of the Company (*e.g.*, Deferred Stock Units,

shares of Common Stock, etc.), (2) the Employee becomes aware of an event giving rise to a notification requirement, or (3) the Employee becomes a director or secretary if such an interest exists at that time. This notification requirement also applies with respect to the interests of a spouse or children under the age of 18 (whose interests will be attributed to the director, shadow director or secretary).

ITALY

TERMS AND CONDITIONS

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

The Employee further acknowledges that he or she has read and specifically and expressly approves the following paragraphs of the Global Deferred Stock Unit Agreement: paragraph 1 on Restrictions; paragraph 2 on Termination of Employment Before Vesting Date; paragraph 4 on Transfer Restrictions; paragraph 5 on Withholding Taxes; paragraph 6 on Death of Employee; paragraph 7 on Payment of Deferred Stock Units; paragraph 12 on Grant Confers No Rights to Continued Employment; paragraph 13 on the Nature of the Grant; paragraph 16 on Electronic Delivery and Acceptance; paragraph 17 on Language; paragraph 20 on Entire Agreement; Governing Law; paragraph 21 on Miscellaneous; paragraph 22 on Compliance With Law; paragraph 25 on Imposition of Other Requirements; paragraph 26 on Insider Trading/Market Abuse Laws; paragraph 29 on Waiver and the Data Privacy Notice in the European Union / European Economic Area section of this Appendix A.

NOTIFICATIONS

Foreign Asset/Account Reporting Information. Italian residents who, during the fiscal year, hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Deferred Stock Units) which may generate income taxable in Italy are required to report such on their annual tax returns (UNICO Form, RW Schedule) or on a special form if no tax return is due. The same reporting obligations apply to Italian residents who, even if they do not directly hold investments abroad or foreign financial assets (*e.g.*, cash, shares of Common Stock, Deferred Stock Units), are beneficial owners of the investment pursuant to Italian money laundering provisions.

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

JAPAN

NOTIFICATIONS

Exchange Control Information. If the Employee acquires shares of Common Stock valued at more than \(\xi\)100,000,000 in a single transaction, the Employee must file a Securities Acquisition Report with the

Ministry of Finance through the Bank of Japan within 20 days of the purchase of the shares of Common Stock.

Foreign Asset/Account Reporting Information. The Employee will be required to report details of any assets held outside Japan as of December 31st (including any shares of Common Stock acquired under the Plan) to the extent such assets have a total net fair market value exceeding \(\frac{4}{50}\),000,000. Such report will be due by March 15th each year. The Employee should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Employee and whether the Employee will be required to include details of any outstanding Deferred Stock Units, shares of Common Stock or cash held by the Employee in the report.

KAZAKHSTAN

NOTIFICATIONS

Securities Law Notification. This offer is addressed only to certain eligible employees in the form of the shares of Common Stock to be issued by the Company. Neither the Plan nor the Agreement has been approved, nor do they need to be approved, by the National Bank of Kazakhstan. This offer is intended only for the original recipient and is not for general circulation in the Republic of Kazakhstan.

Exchange Control Information. Residents of Kazakhstan may be required to notify the National Bank of Kazakhstan when they acquire shares of Common Stock under the Plan if the value of such shares of Common Stock exceeds US\$100,000.

Please note that the exchange control regulations in Kazakhstan are subject to change. The Employee should consult with their personal legal advisor regarding any exchange control obligations that the Employee may have prior to vesting in the Deferred Stock Units or receiving proceeds from the sale of shares of Common Stock acquired under the Plan. The Employee is responsible for ensuring compliance with all exchange control laws in Kazakhstan.

LITHUANIA

There are no country specific provisions.

MALAYSIA

TERMS AND CONDITIONS

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

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

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

The Employee understands that Data will be transferred to Morgan Stanley Smith Barney, LLC ("Morgan Stanley"), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The Employee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than the Employee's country. The Employee understands that the Employee may request a list with the names and addresses of any potential recipients of the Data by contacting the Employee's local human resources representative at Mondelez. Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia. The Employee authorizes the Company, Morgan Stanley and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Employee's participation in the Plan. The Employee understands that Data will be held only as long as is necessary to implement, administer and manage the Employee's participation in the Plan. The Employee understands that the Employee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Employee's local human resources representative. Further, the Employee understands that he or she is providing the consents herein on a

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

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

Pekerja memahami bahawa Data tersebut akan dipindahkan ke Morgan Stanley Smith Barney, LLC ("Morgan Stanley") atau pembekal perkhidmatan pelan saham lain yang mungkin dipilih oleh Syarikat pada masa hadapan, yang membantu Syarikat melaksanakan, mentadbir dan menguruskan Pelan tersebut. Pekerja memahami bahawa Data juga mungkin dipindahkan kepada firma akauntansi awam berdaftar bebas Syarikat, PricewaterhouseCoopers LLP, atau firma akauntansi awam lain yang mungkin digunakan oleh Syarikat pada masa hadapan. Pekerja turut memahami bahawa penerima Data mungkin berada di Amerika Syarikat atau negara lain dan negara asal penerima Data (contohnya, Amerika Syarikat) mungkin mempunyai undangundang data peribadi serta perlindungan yang berbeza daripada negara asal Pekerja. Pekerja memahami bahawa Pekerja boleh meminta satu senarai yang mengandungi nama dan alamat penerima-penerima Data yang berpotensi dengan menghubungi wakil sumber manusia tempatan Pekerja di Mondelez Malaysia Sales Sdn Bhd, Lot 9.01 Level 9, 1 First Avenue, 2A, Dataran Bandar Utama, Bandar Utama Damasara, 47800 Petaling Jaya, Selangor, Malaysia.

Pekerjadengan ini membenarkan Syarikat, Morgan Stanley dan mana-mana pihak yang mungkin menerima Data yang mungkin membantu pihak Syarikat (sekarang atau pada masa hadapan) dengan melaksanakan, mentadbir dan menguruskan Pelan untuk menerima, mempunya, mengguna, menyimpan serta memindah Data tersebut, dalam bentuk elektronik atau lain-lain, bagi tujuan tunggal untuk melaksana, mentadbir dan mengurus penyertaan Pekerja dalam Pelan. Pekerja memahami bahawa Data hanya akan disimpan untuk tempoh yang diperlukan untuk melaksana, mentadbir, dan mengurus penyertaan Pekerja dalam Pelan. Pekerja memahami bahawa Pekerja boleh, pada bila-bila masa, melihat Data, meminta maklumat tambahan penyimpanan dan pemprosesan Data, meminta bahawa pindaanpindaan dilaksanakan ke atas Data atau menolak atau menarik balik persetujuan dalam ini, dalam mana-mana kes tanpa sebarang kos, dengan menghubungi secara bertulis wakil sumber manusia tempatannya. Selanjutnya, Pekerja memahami bahawa Pekerja memberikan persetujuan di sini secara sukarela. Jikalau, Pekerja tidak bersetuju, atau sekiranaya Pekerja kemudiannya purely voluntary basis. If the Employee does not consent, or if the Employee later seeks to revoke his or her consent, his or her employment status or service and career with the Employer will not be adversely affected; the only consequence of refusing or withdrawing the Employee's consent is that the Company would not be able to grant the Employee Deferred Stock Units or other equity awards or administer or maintain such awards. The Employee also understands that the Company has no obligation to substitute other forms of awards or compensation in lieu of the Deferred Stock Units as a consequence of the Employee's refusal or withdrawal of his or her consent. Therefore, the Employee understands that refusing or withdrawing his or her consent may affect the Employee's ability to participate in the Plan. For more information on the consequences of the Employee's refusal to consent or withdrawal of consent, the Employee understands that he or she may contact his or her local human resources representative.

membataikan persetujuannya, status pekerjaan atau perkniamatan dan kerjaya Pekerja dengan Majikan tidak akan terjejas; satusatunya akibat jika Pekerja tidak bersetuju atau menarik balik persetujuan Pekerja adalah bahawa Syarikat tidak akan dapat memberikan kepada Pekerja opsyen atau anugerah-anugerah ekuiti yang lain atau mentadbir atau mengekalkan anugerah tersebut. Pekerja turut memahami bahawa pihak Syarikat tidak mempunyai sebarang kewajiban untuk menggantikan bentuk anugerah yang lain atau memberikan sebarang bentuk kompensasi sebagai pengganti opsyen disebabkan keengganan atau penarikan balik persetujuan Pekerja. Oleh kerana itu, Pekerja memahami bahawa keengganan atau penarikan balik persetujuan Pekerja boleh menjejaskan keupayaan Pekerja untuk mengambil bahagian dalam Pelan. Untuk maklumat lanjut mengenai akibat keengganan Pekerja untuk memberikan keizinan atau penarikan balik keizinan, Pekerja memahami bahawa Pekerja boleh menghubungi wakil sumber manusia tempatannya.

NOTIFICATIONS

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

MEXICO

TERMS AND CONDITIONS

Labor Law Policy. In accepting the grant of the Deferred Stock Units, the Employee expressly recognizes that Mondelēz International, Inc., with registered offices at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., is solely responsible for the administration of the Plan and that the Employee's participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between the Employee and Mondelēz International, Inc. since the Employee is participating in the Plan on a wholly commercial basis and his or her sole Employer is Mondelēz México, S. de R.L. de C.V., located at Av. 18 de Noviembre 1028, Camino a Manzanilla, Heroica Puebla de Zaragoza, Puebla, C.P. 72304. Based on the foregoing, the Employee expressly recognizes that the Plan and the benefits that he or she may derive from participating in the Plan do not establish any rights between the Employee and the Employer, Mondelēz México, S. de R.L. de C.V., and do not form part of the employment conditions and/or benefits provided by Mondelēz México, S. de R.L. de C.V., and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of the Employee's employment.

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

Plan Document Acknowledgment. By accepting the Deferred Stock Units, the Employee acknowledges that he or she has received copies of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

In addition, by accepting the Agreement, the Employee further acknowledges that he or she has read and specifically and expressly approves the terms and conditions in paragraph 13 of the Agreement ("Nature of the Grant."), in which the following is clearly described and established: (i) participation in the Plan does not constitute an acquired right; (ii) the Plan and participation in the Plan is offered by Mondelēz International, Inc. on a wholly discretionary basis; (iii) participation in the Plan is voluntary; and (iv) neither Mondelēz International, Inc. nor any subsidiary or affiliate is responsible for any decrease in the value of the shares of Common Stock underlying the Deferred Stock Units.

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

TÉRMINOS Y CONDICIONES

Política Laboral y Reconocimiento/Aceptación. Al aceptar el otorgamiento de las Acciones Diferidas, el Empleado expresamente reconoce que Mondelēz International, Inc., con domicilio registrado ubicado en 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A., es la única responsable por la administración del Plan y que la participación del Empleado en el Plan y en su caso la adquisición de Acciones no constituyen ni podrán interpretarse como una relación de trabajo entre el Empleado y Mondelēz International, Inc., ya que el Empleado participa en el Plan en un marco totalmente comercial y su único Patrón lo es Mondelēz México, S. de R.L. de C.V. con domicilio en Avenida Santa Fe 485, Piso 7, Colonia Cruz Manca, Mexico City, C.P. 05349 Mexico. Derivado de lo anterior, el Empleado expresamente reconoce que el Plan y los beneficios que pudieran derivar de la participación en el Plan no establecen derecho alguno entre el Empleado y el Patrón, Mondelēz México, S. de R.L. de C.V. y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Mondelēz México, S. de R.L. de C.V. y que cualquier modificación al Plan o su terminación no constituye un cambio o impedimento de los términos y condiciones de la relación de trabajo del Empleado.

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

Reconocimiento del Plan de Documentos. Al aceptar el otorgamiento de las Acciones Diferidas, el Empleado reconoce que ha recibido copias del Plan, que ha revisado el Plan y el Acuerdo en su totalidad y que entiende y acepta completamente todas las disposiciones contenidas en el Plan y en el Acuerdo.

Adicionalmente, al aceptar el Acuerdo, el Empleado reconoce que ha leído y que aprueba específica y expresamente los términos y condiciones contenidos en el párrafo 13 del Acuerdo ("La Naturaleza del Otorgamiento") en el cual se encuentra claramente descrito y establecido lo siguiente: (i) la participación en el Plan no constituye un derecho adquirido; (ii) el Plan y la participación en el mismo es ofrecido por Mondelēz International, Inc. de forma completamente discrecional; (iii) la participación en el Plan es voluntaria; y (iv) ni Mondelēz International, Inc. ni de cualquier Sociedad controlante, Subsidiaria o Filial son responsables por ninguna disminución en el valor de las Acciones subyacentes de las Acciones Diferidas.

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

NOTIFICATIONS

Securities Law Information. The Deferred Stock Units and the shares of Common Stock offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the Deferred Stock Units may not be publicly distributed in Mexico. These materials are addressed to the Employee only because of the Employee's existing relationship with the Company Group and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who

are present employees of Mondelēz México, S. de R.L. de C.V. made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

MOROCCO

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Morocco shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

NETHERLANDS

There are no country specific provisions.

NEW ZEALAND

NOTIFICATIONS

Securities Law Information. WARNING: The Employee is being offered Deferred Stock Units which allows the Employee to acquire shares of Common Stock in accordance with the terms of the Plan and the Agreement. The shares of Common Stock, if issued, give the Employee a stake in the ownership of the Company. The Employee may receive a return if dividends are paid.

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

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

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

The Employee understands that he or she should ask questions, read all documents carefully, and seek independent financial advice before participating in the Plan.

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

For information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, the Employee should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and

Exchange Commission and are available online at www.sec.gov, as well as on the Company's website at http://ir.mondelezinternational.com/sec.cfm.

NIGERIA

There are no country specific provisions.

NORWAY

NOTIFICATIONS

Exchange Control Information. In general, Norwegian residents should not be subject to any foreign exchange requirements in connection with the acquisition or sale of shares of Common Stock under the Plan, except normal reporting requirements to the Norwegian Currency Registry. If the transfer of funds into or out of Norway is made through a Norwegian bank, the bank will make the registration.

Foreign Asset/Account Reporting Information. Norwegian residents may be subject to foreign asset reporting as part of their ordinary tax return. Norwegian banks, financial institutions, limited companies etc. must report certain information to the Tax Administration. Such information may then be pre-completed in a Norwegian resident's tax return. However, if the resident has traded, or is the owner of, financial instruments (e.g., shares of Common Stock) not pre-completed in the tax return, the Norwegian resident must enter this information in Form RF-1159, which is an appendix to the tax return.

PAKISTAN

TERMS AND CONDITIONS

Forced Sale of Shares. The Company reserves the right to force the immediate sale of the shares of Common Stock to be issued upon vesting and settlement of the Deferred Stock Units. If applicable, the Employee agrees that the Company is authorized to instruct its designated broker, on behalf of the Employee, to assist with the mandatory sale of such shares of Common Stock and the Employee expressly authorizes the Company's designated broker to complete the sale of such shares of Common Stock. The Employee expressly acknowledges that the Company's designated broker is under no obligation to arrange for the sale of shares of Common Stock at any particular price. Upon the sale of shares of Common Stock, the Employee shall receive the cash proceeds from the sale of shares of Common Stock, less any brokerage fees or commissions and subject to any obligation to satisfy Tax-Related Items. The Employee also acknowledges that the Employee is unaware of any material non-public information with respect to the Company or any securities of the Company as of the date of the Agreement.

NOTIFICATIONS

Exchange Control Information. The Employee is required immediately to repatriate to Pakistan the proceeds from the sale of any Common Stock acquired from participation in Plan, including the proceeds from the sale of Common Stock acquired upon vesting of the Deferred Stock Units. The proceeds must be converted into local currency and the receipt of proceeds must be reported to the State Bank of Pakistan (the "<u>SBP</u>") by filing a "Proceeds Realization Certificate" issued by the bank converting the proceeds with the SBP. The repatriated amounts cannot be credited to a foreign currency account. The Employee should consult his or her personal advisor prior to repatriation of the sale proceeds to ensure compliance with applicable exchange control regulations in Pakistan, as such regulations are subject to

frequent change. The Employee is responsible for ensuring compliance with all exchange control laws in Pakistan.

PERU

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements the acknowledgment contained in paragraph 13 of the Agreement:

By accepting the Deferred Stock Units, the Employee acknowledges, understands and agrees that the Deferred Stock Units are being granted *ex gratia* to the Employee.

NOTIFICATIONS

Securities Law Information. The grant of Deferred Stock Units is considered a private offering in Peru; therefore, it is not subject to registration. For more information concerning this offer, the Employee should refer to the Plan, the Agreement and any other grant documents made available by the Company. For more information regarding the Company, the Employee may refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at www.sec.gov.

PHILIPPINES

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in the Philippines shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

POLAND

NOTIFICATIONS

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

PORTUGAL

TERMS AND CONDITIONS

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

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

NOTIFICATIONS

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

ROMANIA

NOTIFICATIONS

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

RUSSIA

TERMS AND CONDITIONS

Securities Law Information. This Agreement, the Plan and all other materials that the Employee may receive concerning the Deferred Stock Units and the Employee's participation in the Plan do not constitute advertising or an offering of securities in Russia. The Common Stock to be issued upon the vesting of the Deferred Stock Units has not and will not be registered in Russia and, therefore, the Common Stock described in any Plan documents may not be offered or placed in public circulation in Russia. In no event will Common Stock to be issued upon the vesting of the Deferred Stock Units be delivered to the Employee in Russia. All Common Stock acquired under the Plan will be maintained on the Employee's behalf outside of Russia. The Employee will not be permitted to sell Common Stock directly to a Russian legal entity or resident.

Settlement of Deferred Stock Units and Sale of Shares. The Employee understands that no shares of Common Stock will be issued upon vesting of the Deferred Stock Units if the Company, in its sole discretion, determines that such issuance would not comply with applicable laws and regulations in

Russia. Notwithstanding anything to the contrary in the Agreement, depending on the development of local regulatory requirements, the Employee acknowledges that the Deferred Stock Units may be paid to the Employee in cash rather than shares of Common Stock. If shares of Common Stock are issued upon vesting of the Deferred Stock Units, in the Company's sole discretion, the shares may be required to be immediately sold. The Employee further agrees that the Company is authorized to instruct its designated broker to assist with any mandatory sale of such shares of Common Stock (on the Employee's behalf pursuant to this authorization) and the Employee expressly authorizes the Company's designated broker to complete the sale of such shares. Upon any such sale of the shares, the proceeds, less any Tax-Related Items and broker's fees or commissions, will be remitted to the Employee in accordance with any applicable exchange control laws and regulations.

Data Privacy. The following provision supplements paragraph 14 of the Agreement:

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

NOTIFICATIONS

Exchange Control Information. The Employee is responsible for complying with any and all Russian foreign exchange control requirements in connection with the Deferred Stock Units, any shares of Common Stock acquired and funds remitted into Russia in connection with the Plan. This may include, in certain circumstances, reporting and repatriation requirements. The foreign exchange control rules and regulations in Russia are subject to frequent change. The Employee should contact their personal advisor to determine applicability of all repatriation, remittance or other exchange control requirements to ensure compliance with all applicable exchange control requirements prior to vesting in the Deferred Stock Units and/or selling shares of Common Stock.

Labor Law Information. If the Employee continues to hold shares of Common Stock acquired at vesting of Deferred Stock Units after an involuntary termination of employment, the Employee will not be eligible to receive unemployment benefits in Russia.

Foreign Asset/Account Reporting Information. Russian residents are required to report the opening, closing or change of details of any foreign brokerage account to the Russian tax authorities within one (1) month of opening, closing or change of details of such account. Russian residents are also required to submit an annual cash flow report for any such foreign brokerage account on or before June 1 of the following year. Reporting requirements were further revised effective August 11, 2020 to expand the reporting requirement to include financial assets (including Common Stock) transactions in offshore accounts. Non-compliance with the reporting obligations could impact the Employee's ability to vest, receive shares of Common Stock pursuant to Deferred Stock Units, maintain the account outside of Russia and participate in the Plan. The Employee should consult with their personal legal advisor to determine the applicability of these reporting requirements to any brokerage account opened in connection with participation in the Plan.

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

SAUDI ARABIA

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Saudi Arabia shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date less any Tax-Related Items.

NOTIFICATIONS

Securities Law Information. This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted (*e.g.*, Employees) under the Offer of Securities Regulations and Continuing Obligations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If the Employee does not understand the contents of this document he or she should consult an authorized financial advisor.

SERBIA

NOTIFICATIONS

Securities Law Information. The grant of the Deferred Stock Units and the issuance of any shares of Common Stock in settlement of the Deferred Stock Units is not subject to the regulations governing public offerings and private placements under the Law on Capital Markets.

Exchange Control Information. Pursuant to the Law on Foreign Exchange Transactions, the Employee is permitted to acquire shares of Common Stock under the Plan and hold the shares and any proceeds from the sale of shares of Common Stock in a U.S. brokerage account or other foreign brokerage account. However, the Employee needs permission from the National Bank of Serbia to hold any proceeds from the sale of shares of Common Stock in an offshore bank account. An exemption from this reporting obligation may apply on the basis that the shares of Common Stock are acquired for no consideration. Because the exchange control regulations in Serbia may change without notice, the Employee should consult with his or her personal advisor to ensure compliance with applicable exchange control laws.

SINGAPORE

TERMS AND CONDITIONS

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

NOTIFICATIONS

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

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

SLOVAK REPUBLIC

There are no country specific provisions.

SLOVENIA

NOTIFICATIONS

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

SOUTH AFRICA

TERMS AND CONDITIONS

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

1. The Company's most recent Annual Report (Form 10-K): from the investor relations section of the Company's website at http://www.mondelezinternational.com/investors.

2. The Company's most recent Plan prospectus: a copy of which can be found on the Company's Intranet site located at: https://intranet.mdlz.com/sites/globalhr/comp/Pages/Legal-Documents.aspx.

The Employee acknowledges that he or she may have copies of the above documents sent to him or her, at no charge, on written request being mailed to Corporate Secretary, Mondelēz International, Inc., 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. The telephone number at the executive offices is +1 847-943-4000.

Withholding Taxes. The following provision supplements paragraph 5 of the Agreement:

By accepting the Deferred Stock Units, the Employee understands and acknowledges that he or she is required to notify the Employer of the amount of any gain realized upon vesting of the Deferred Stock Units.

Exchange Control Obligations. The Employee is solely responsible for complying with applicable South African exchange control regulations. In particular, the Employee may be required to obtain approval from the South African Reserve Bank for payments (including shares of Common Stock received pursuant to the Plan) that the Employee receives into accounts based outside of South Africa (e.g., a U.S. brokerage account). Since the exchange control regulations change frequently and without notice, the Employee should consult his or her legal advisor prior to the acquisition or sale of the shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Employee's responsibility to comply with South African exchange control laws, and neither the Company nor the Employer will be liable for any fines or penalties resulting from failure to comply with applicable laws.

SOUTH KOREA

NOTIFICATIONS

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

SPAIN

TERMS AND CONDITIONS

Nature of Grant. The following provision supplements paragraph 13 of the Agreement:

In accepting the Deferred Stock Units, the Employee consents to participation in the Plan and acknowledges that he or she has received a copy of the Plan.

The Employee understands and agrees that, as a condition of the grant of the Deferred Stock Units, except as provided for in paragraph 2 of the Agreement, the termination of the Employee's employment for any

reason (including for the reasons listed below) will automatically result in the loss of the Deferred Stock Units that may have been granted to the Employee and that have not vested on the date of termination.

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

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

NOTIFICATIONS

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

Exchange Control Information. The Employee may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to the Employee by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

Foreign Asset/Accounting Reporting Information. If the Employee holds rights or assets (*e.g.*, shares of Common Stock or cash held in a bank or brokerage account) outside Spain with a value in excess of €50,000 per type of right or asset (*e.g.*, shares of Common Stock, cash, etc.) as of December 31 each year, the Employee is required to report certain information regarding such rights and assets on tax form 720. After such rights and/or assets are initially reported, the reporting obligation will apply for subsequent

years only if the value of any previously-reported rights or assets increases by more than $\in 20,000$, or if ownership of the asset is transferred or relinquished during the year. If the value of such rights and/or assets does not exceed $\in 50,000$, a summarized form of declaration may be presented. The reporting must be completed by the March 31 each year. The Employee should consult his or her personal tax advisor for details regarding this requirement.

SWEDEN

TERMS AND CONDITIONS

Withholding Taxes. The following provision supplements paragraph 5 of the Agreement:

Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in paragraph 5 of the Agreement, by accepting the Deferred Stock Units, the Employee authorizes the Company and/or the Employer to withhold shares of Common Stock or to sell shares of Common Stock otherwise deliverable to the Employee upon vesting to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.

SWITZERLAND

NOTIFICATIONS

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

TAIWAN

TERMS AND CONDITIONS

Data Privacy Consent. The Employee hereby acknowledges that he or she has read and understood the terms regarding collection, processing and transfer of Data contained in paragraph 14 of the Agreement and by participating in the Plan, the Employee agrees to such terms. In this regard, upon request of the Company or the Employer, the Employee agrees to provide an executed data privacy consent form to the Employer or the Company (or any other agreements or consents that may be required by the Employer or the Company) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Employee's country, either now or in the future. The Employee understands he or she will not be able to participate in the Plan if the Employee fails to execute any such consent or agreement.

NOTIFICATIONS

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

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

THAILAND

NOTIFICATIONS

Exchange Control Information. If the Employee receives proceeds from the sale of shares of Common Stock or cash dividends in relation to the shares of Common Stock in excess of US\$1,000,000 in a single transaction, the Employee must immediately repatriate the funds to Thailand (or utilize such funds offshore for permissible purposes) and convert the funds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. The Employee is also required to provide details of the transaction (i.e., identification information and purpose of the transaction) to the receiving bank.

If the Employee does not repatriate such funds and utilizes them offshore for permissible purposes (i.e., purposes not listed in the negative list prescribed by the Bank of Thailand), the Employee must obtain a waiver of the repatriation requirement from a commercial bank in Thailand by submitting an application and supporting documents evidencing that such funds will be utilized offshore for permissible purposes.

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

<u>TÜRKIYE</u>

NOTIFICATIONS

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

Exchange Control Information. The Employee may be required to engage a Turkish financial intermediary to assist with the sale of shares of Common Stock acquired under the Plan. To the extent a Turkish financial intermediary is required in connection with the sale of any shares of Common Stock acquired under the Plan, the Employee is solely responsible for engaging such Turkish financial intermediary. The Employee should consult his or her personal legal advisor prior to the vesting of the Deferred Stock Units or any sale of shares of Common Stock to ensure compliance with the current requirements.

UKRAINE

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Ukraine shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date.

NOTIFICATIONS

Exchange Control Information. The Employee is solely responsible for complying with applicable Ukraine exchange control regulations. Since the exchange control regulations change frequently and without notice, the Employee should consult his or her legal advisor prior to the acquisition or sale of shares of Common Stock under the Plan to ensure compliance with current regulations. As noted, it is the Employee's responsibility to comply with the Ukraine exchange control laws, and the Mondelēz Group will not be liable for any fines or penalties resulting from the Employee 's failure to comply with applicable laws.

UNITED ARAB EMIRATES

NOTIFICATIONS

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

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

UNITED KINGDOM ("U.K.")

TERMS AND CONDITIONS

Withholding Taxes. The following provision supplements paragraph 5 of the Agreement:

Without limitation to paragraph 5 of the Agreement, the Employee hereby agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company or the Employer, as applicable, or by HM Revenue & Customs ("HMRC") (or any other tax authority or any other relevant authority). The Employee also hereby agrees to indemnify and keep indemnified the Company and the Employer, as applicable, against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Employee's behalf.

Notwithstanding the foregoing, if the Employee is a director or executive officer of the Company (within the meaning of Section 13(k) of the Exchange Act), the Employee understands that he or she may not be able to indemnify the Company for the amount of any Tax-Related Items not collected from or paid by

the Employee, in case the indemnification could be considered to be a loan. In this case, the Tax-Related Items not collected or paid may constitute a benefit to the Employee on which additional income tax and National Insurance Contributions ("<u>NICs</u>") may be payable. The Employee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Employee by any of the means referred to in paragraph 5 of the Agreement.

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

UNITED STATES

TERMS AND CONDITIONS

Data Privacy Terms. This provision supplements paragraph 14 of the Agreement:

Pursuant to applicable data protection laws, the Employee is hereby notified that the Company collects, processes, uses and transfers certain personally-identifiable information about the Employee for the exclusive legitimate purpose of administering the Plan and implementing, administering and managing your participation in the Plan. For California residents, the categories of personal, including sensitive personal information, are identifiers, characteristics of protected classifications under California or federal law, professional or employment related information, social security, driver's license, state identification card, or passport number, and any personal information that identifies, relates to, describes, or is capable of being associated with a particular individual. The Company does not sell the Employee's Personal Data or share it for cross-context behavioral advertising. If the Employee would like a copy of the Company's privacy policy, please contact a local human resources representative.

NOTIFICATIONS

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

URUGUAY

TERMS AND CONDITIONS

Data Privacy Consent. The Employee understands that the Data will be collected by the Employer and will be transferred to the Company at 905 West Fulton Market, Suite 200, Chicago, Illinois 60607, U.S.A. and/or any financial institutions or brokers involved in the management and administration of the Plan. The Employee further understands that any of these entities may store the Data for purposes of administering the Employee's participation in the Plan.

VENEZUELA

TERMS AND CONDITIONS

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

Exchange Control Information. Exchange control restrictions may limit the ability to vest in the Deferred Stock Units or remit funds into Venezuela following the receipt of the cash proceeds from the sale of shares of Common Stock acquired upon settlement of the Deferred Stock Units under the Plan. The Company reserves the right to further restrict the settlement of the Deferred Stock Units, or to amend or cancel the Deferred Stock Units at any time, in order to comply with the applicable exchange control laws in Venezuela. The Employee is responsible for complying with exchange control laws in Venezuela and neither the Company nor the Employer will be liable for any fines or penalties resulting from the Employee's failure to comply with applicable laws. Because exchange control laws and regulations change frequently and without notice, the Employee should consult with his or her personal legal advisor before accepting the Deferred Stock Units to ensure compliance with current regulations.

NOTIFICATIONS

Securities Law Information. The Deferred Stock Units granted under the Plan and the shares of Common Stock issued under the Plan are offered as a personal, private, exclusive transaction and are not subject to Venezuelan government securities regulations. The Deferred Stock Units granted under the Plan does not qualify as a public offering under the laws of the Bolivarian Republic of Venezuela and, therefore, it is not required to request the previous authorization of the National Superintendent of Securities.

VIETNAM

TERMS AND CONDITIONS

Deferred Stock Units Payable Only in Cash. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement (including paragraph 7 of the Agreement), the grant of Deferred Stock Units does not provide any right for the Employee to receive shares of Common Stock upon the Vesting Date. Deferred Stock Units granted to Employees in Vietnam shall be paid in cash in an amount equal to the value of the shares of Common Stock on the Vesting Date less any Tax-Related Items.

Mondelēz International, Inc.

Change in Control Plan for Key Executives

adopted: April 24, 2007 amended: December 31, 2009 amended: October 2, 2012 amended: May 21, 2014 Amended: December 4, 2014 Amended: February 4, 2015 Amended: February 22, 2016 Amended: February 2, 2017 Amended: May 14, 2019

Amended: May 21, 2024

Mondelēz International, Inc. Change in Control Plan for Key Executives

1. Definitions

For purposes of the Change in Control Plan for Key Executives, the following terms are defined as set forth below (unless the context clearly indicates otherwise):

2005 Plan	The Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan, as amended from time to time.
2024 Plan	The Mondelez International, Inc. 2024 Performance Incentive Plan, as amended from time to time.
	Twelve times the higher of:
	(i) the highest monthly base salary paid or payable to the Participant by the Mondelēz
	Group for the twelve-month period immediately preceding the month in which the
	Change in Control occurs, or
Annual Base	(ii) the highest monthly base salary in effect at any time thereafter,
Salary	in each case including any base salary that has been earned and deferred.
Board	The Board of Directors of the Company.
Annual Incentive Award Target	The annual incentive award (the "Annual Incentive Award") that the Participant would receive for a fiscal year under the Management Incentive Plan or any comparable annual incentive plan if the target goals were achieved.
Cause	As defined in Section 3.2(b)(i) of this Plan.
Change in Control	The occurrence of any of the following events:
	(A) Acquisition of 20% or more of the outstanding voting securities of the Company by another entity or group; excluding, however, the following:
	(1) any acquisition by the Mondelez Group;
	(2) any acquisition by an employee benefit plan or related trust sponsored or maintained by any entity within the Mondelēz Group;
	(3) any acquisition pursuant to a merger or consolidation described in clause (C) of this definition; or
	(4) any acquisition directly from the Company;
	(B) During any consecutive 24 month period, persons who constitute the Board at the beginning of such period cease to constitute at least 50% of the Board; provided that each new director who is approved by a majority of the directors serving at the beginning of the 24 month period shall be deemed to have been a director at the beginning of such 24 month period;
	(C) The consummation of a reorganization, merger, statutory share exchange or consolidation or other material transaction involving the Company or any of its subsidiaries; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity resulting from such transaction (including, without limitation, an entity which as a result of such transaction owns the Company either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Company; or
	(D) The consummation of a plan of complete liquidation of the Company or the sale or disposition of all or substantially all of the Company's assets other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring the Company's assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Company.
Code	The U.S. Internal Revenue Code.
Committee	The Board's People and Compensation Committee, any successor thereto or such other committee or subcommittee as may be designated by the Board to administer the Plan.
Company	Mondelēz International, Inc., a corporation organized under the laws of the Commonwealth of Virginia, or any successor thereto.

	 If the Participant's employment is terminated by: The Employer for Cause or by the Participant for Good Reason, the Date of Termination shall be the date on which the Participant or the Employer, as the case may be, receives the Notice of Termination (as described in Section 3.2(c)) or any later date specified therein as the case may be. The Employer other than for Cause, death or Disability, the Date of Termination shall be the date on which the Employer notifies the Participant of such termination. Reason of death or Disability, the Date of Termination shall be the date of death of the Participant or the Disability Effective Date, as the case may be. Notwithstanding the above, in the event that the Date of Termination as determined above is not
Date of	the last date on which the Participant is employed by the Employer, the Participant's Date of
Termination	Termination shall be the last date on which the Participant is employed by the Employer.
Disability	As defined in Section 3.2(b)(ii).
Disability Effective Date	As defined in Section 3.2(b)(ii).
Effective Date	April 24, 2007. The Plan was amended effective December 31, 2009, October 2, 2012, May 21, 2014, December 4, 2014, February 4, 2015, February 22, 2016, February 2, 2017, May 14, 2019, and May 21, 2024.
Employer	The Company or any entity in the Mondelez Group.
Excise Tax	The excise tax imposed by Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.
Good Reason	As defined in Section 3.2(a).
Key Executive	An employee who, is employed on a regular basis by the Employer and (i) is a Section 16 officer of the Company, or (ii) is otherwise designated by the Committee as eligible to participate in this Plan.
Mondelēz Group	The Company and each of its subsidiaries and affiliates.

Non-Competition Agreement	The agreement of a Participant not to, without the Company's prior written consent, engage in any activity or provide any services, whether as a director, manager, supervisor, employee, adviser, consultant or otherwise, for a period of up to one (1) year following the Participant's Date of Termination, with a company that is substantially competitive with a Mondelez Group business; provided, that if the Participant's most recent grant agreement contains non-competition standards that are more restrictive that apply to the Participant following termination of employment, the standards in that grant agreement will supersede this provision. The foregoing restriction shall be construed and applied only to the maximum extent permitted by applicable law in the jurisdiction in which the applicable Participant is employed. In no event shall this restriction apply beyond the Participant's Date of Termination for any Participant employed in California.
Non-Solicitation Agreement	The agreement of a Participant that he or she will not solicit, directly or indirectly, any employee of the Mondelez Group, or a surviving entity following a Change in Control, to leave the Mondelez Group and to work for any other entity, whether as an employee, independent contractor or in any other capacity, for a period of up to one (1) year following the Participant's Date of Termination; provided, that if the Participant's most recent grant agreement contains non-solicitation standards that are more restrictive that apply to the Participant following termination of employment, the standards in that grant agreement will supersede this provision. The foregoing restriction shall be construed and applied only to the maximum extent permitted by applicable law in the jurisdiction in which the applicable Participant is employed.
Non-U.S. Executive	A Key Executive whose designated home country, for purposes of the Employer's personnel and benefits programs and policies, is other than the United States.
Participant	A Key Executive who meets the eligibility requirements of Section 2.1; provided, however that any Non-U.S. Executive who, under the laws of his or her designated home country or the legally enforceable programs or policies of the Employer in such designated home country, is entitled to receive, in the event of termination of employment (whether or not by reason of a Change in Control), separation benefits at least equal in aggregate amount to the Separation Pay prescribed under Section 3.3(b) of this Plan shall not be considered a Participant for the purposes of this Plan.
Payment	Any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of the Participant, whether paid or payable pursuant to this Plan or otherwise.
Plan	The Mondelez International, Inc. Change in Control Plan for Key Executives, as set forth herein.
Plan Administrator	The third-party accounting, actuarial, consulting or similar firm retained by the Company prior to a Change in Control to administer this Plan following a Change in Control.
Separation Benefits	The amounts and benefits payable or required to be provided in accordance with Section 3.3 of this Plan as potentially modified by Section 3.5.

Separation Pay	The amount or amounts payable in accordance with Section 3.3(b) of this Plan.
U.S. Executive	A Participant whose designated home country, for purposes of the Employer's personnel and
	benefits programs and policies, is the United States.
For purposes of these definitions and the Plan, any reference to a statute also refers to any regulations promulgated with respect	

For purposes of these definitions and the Plan, any reference to a statute also refers to any regulations promulgated with respect to the statute and any successor or amendment to the statute, regulation or legal standard.

2. Eligibility

- 2.1. <u>Participation</u>. Except as set forth in the definition of Participant above, each employee who is a Key Executive on the Effective Date shall be a Participant in the Plan effective as of the Effective Date and each other employee shall become a Participant in the Plan effective as of the employee's promotion or hire as a Key Executive or designation by the Committee as a Participant.
- 2.2. <u>Duration of Participation</u>. A Participant shall cease to be a Participant in the Plan if (i) the Participant terminates employment with the Employer under circumstances not entitling him or her to Separation Benefits or (ii) the Participant otherwise ceases to be a Key Executive by role or by action of the Committee. No Key Executive may be removed from Plan participation in connection with or in anticipation of a Change in Control that actually occurs. A Participant who is entitled, as a result of ceasing to be a Key Executive of the Employer, to receive benefits under the Plan shall remain a Participant in the Plan until the amounts and benefits payable under the Plan have been paid or provided to the Participant in full.

3. Separation Benefits

- 3.1. <u>Right to Separation Benefits</u>. A Participant shall be entitled to receive from the Employer the Separation Benefits as provided in Section 3.3, if:
- (1) a Change in Control has occurred,
- (2) the Participant's employment by the Employer is terminated under circumstances specified in Section 3.2(a), whether the termination is voluntary or involuntary, and
- (3) (i) such termination occurs after such Change in Control and on or before the second anniversary thereof, or
 - (ii) such termination is reasonably demonstrated by the Participant to have been initiated by a third party that has taken steps reasonably calculated to effect a Change in Control or otherwise to have arisen in connection with or in

anticipation of such Change in Control and such Change in Control occurs within 90 days of the termination.

For avoidance of doubt, no Separation Benefits will be payable to a U.S. Participant, until the U.S. Participant has a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h) regardless of whether the U.S. Participant has had a termination of employment.

3.2. <u>Termination of Employment</u>.

- (a) *Terminations that give rise to Separation Benefits under this Plan.* The circumstances specified in this Section 3.2(a) are any termination of employment with the Employer by action of the Mondelez Group or by a Participant for Good Reason, other than as set forth in Section 3.2(b) below. For purposes of this Plan, "Good Reason" shall mean:
 - the assignment to the Participant of any duties substantially inconsistent with the Participant's position, authority, duties or responsibilities in effect immediately prior to the Change in Control, or any other action by the Mondelēz Group that results in a marked diminution in the Participant's position, authority, duties or responsibilities, excluding for this purpose an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Mondelēz Group promptly after receipt of notice thereof given by the Participant;
 - (ii) any material reduction in the Participant's base salary, Annual Incentive Award or long-term incentive opportunity as in effect immediately prior to the Change in Control;
 - (iii) the Mondelēz Group's requiring the Participant to be based at any office or location other than any other location that does not extend the Participant's home to work commute as of the time of the Change in Control by more than 50 miles; or
 - (iv) any failure by the Company to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Plan in the same manner and to the same extent that the Company or the Employer would be required to perform it if no such succession had taken place, as and to the extent required by Section 5.

In order for a Participant to terminate employment for Good Reason, the Participant must notify the Company of any event purporting to constitute Good Reason within 45 days following the Participant's knowledge of its existence. If the Company or the Employer fails to take full corrective action within 30 days of the Participant's notice, the

Participant's termination of employment will constitute Good Reason for purposes of this Plan.

- (a) Terminations that DO NOT give rise to Separation Benefits under this Plan. Notwithstanding Section 3.2(a), if a Participant's employment is terminated for Cause or Disability (as those terms are defined below) or as a result of the Participant's death, or the Participant terminates his or her own employment other than for Good Reason, the Participant shall not be entitled to Separation Benefits under the Plan, regardless of the occurrence of a Change in Control.
 - (i) A termination for "Cause" shall have occurred where a Participant is terminated because of:
 - a. Continued failure to substantially perform the Participant's job's duties (other than resulting from incapacity due to disability);
 - b. Gross negligence, dishonesty, or violation of any reasonable rule or regulation of the Mondelēz Group where the violation results in significant damage to the Mondelēz Group; or
 - c. Engaging in other conduct that adversely reflects on the Mondelez Group in any material respect.
 - (ii) A termination upon Disability shall have occurred where a Participant is absent from the Participant's duties with the Employer on a full-time basis for 180 consecutive days as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Participant or the Participant's legal representative. In such event, the Participant's employment with the Employer shall terminate effective on the 30th day after receipt of such notice by the Participant (the "Disability Effective Date"), provided that, within the 30 days after such receipt, the Participant shall not have returned to full-time performance of the Participant's duties.
- (a) *Notice of termination.* Any termination of employment initiated by the Employer for Cause, or by the Participant for Good Reason, shall be communicated by a Notice of Termination to the other party. For purposes of this Plan, a "Notice of Termination" means a written notice that:
 - (i) indicates the specific termination provision in this Plan relied upon,
 - (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment under the provision so indicated, and

(iii) specifies the date upon which the Participant's termination of employment is expected to occur (which date shall be not more than 30 days after the giving of such notice), provided, however, that such specified date shall not be considered the Date of Termination for any purpose of this Plan if such date differs from the Participant's actual Date of Termination.

The failure by the Participant or the Employer to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason or Cause shall not waive any right of the Participant or the Employer, respectively, hereunder or preclude the Participant or the Employer, respectively, from asserting such fact or circumstance in enforcing the Participant's or the Employer's rights hereunder.

- 3.3. <u>Separation Benefits</u>. If a Participant's employment is terminated under the circumstances set forth in Section 3.2(a) entitling the Participant to Separation Benefits, and, except as otherwise provided below, if the Participant signs a Non-Competition Agreement and a Non-Solicitation Agreement, the Company shall pay or provide, as the case may be, to the Participant the amounts and benefits set forth in items (a) through (i) below (the "Separation Benefits"):
- (a) The Employer shall pay to the Participant, in a lump sum in cash within 30 days after the Date of Termination (or, if later, 30 days after the date of the Change in Control), or on such later date as required under Section 3.3(g), the sum of:
 - (A) the Participant's Annual Base Salary through the Date of Termination to the extent not theretofore paid, plus
 - (B) the product of (x) the Participant's Annual Incentive Award Target and (y) a fraction, the numerator of which is the number of days in the current fiscal year through the Date of Termination and the denominator of which is 365 (the "Prorated Target Bonus") (provided that, for the fiscal year in which the Change in Control occurs, (1) if the In-Flight Bonus is greater than the Prorated Target Bonus, then the Prorated Target Bonus will not be payable or (2) if the In-Flight Bonus is less than the Prorated Target Bonus, then the Prorated Target Bonus will be reduced by the amount of the In-Flight Bonus), plus
 - (C) any accrued vacation pay, in each case to the extent not theretofore paid, plus
 - (D) any unpaid Annual Incentive Award for the fiscal year completed prior to the date of the Change in Control based on actual performance, provided that (x) such actual performance shall be determined by the Committee as in existence immediately prior to the Change in Control, and (y) such Annual Incentive Award shall be payable on the earlier of (1) the payment date

specified above in this Section 3.3(a), and (2) the same time as such Annual Incentive Award is paid to other employees of the Employer in the ordinary course.

The sum of the amounts described in sub clauses (A), (B), (C), and (D) shall be referred to as the "Accrued Obligations". The amounts described in sub clauses (A) and (C) shall not be contingent on the Participant signing a Non-Competition Agreement and Non-Solicitation Agreement.

- (b) The Employer also shall pay to the Participant, in a lump sum in cash within 30 days after the Date of Termination (or, if later, 30 days after the date of the Change in Control), or on such later date as required under Section 3.3(g), an amount ("Separation Pay") equal to the product of (A) two (or in the case of a Participant who served as Chairman and/or Chief Executive Officer immediately prior to the Change in Control, 2.99) and (B) the sum of (x) the Participant's Annual Base Salary and (y) the Participant's Annual Incentive Award Target, reduced (but not below zero) in the case of any Participant who is a Non-U.S. Executive by the U.S. dollar equivalent (determined as of the Participant's Date of Termination) of any payments made to the Participant under the laws of his or her designated home country or any program or policy of the Employer in such country on account of the Participant's termination of employment.
- (c) Solely with respect to U.S. Participants, for two years after the Participant's Date of Termination (or, if later, the date of the Change in Control), (or in the case of a Participant who served as Chairman and/or Chief Executive Officer immediately prior to the Change in Control, three years), or such longer period as may be provided by the terms of the appropriate plan, program, practice or policy, the Employer shall continue welfare benefits to the Participant and/or the Participant's family at least equal to those that would have been provided to them in accordance with the plans, programs, practices and policies (including, without limitation, medical, prescription, dental, disability, employee/spouse/child life insurance, executive life, estate preservation (second-to-die life insurance) and travel accident insurance plans and programs), as if the Participant's employment had not been terminated, or, if more favorable to the Participant, as in effect generally at any time thereafter with respect to other peer executives of the Mondelez Group and their families; provided, however, that if the Participant becomes reemployed with another employer and is eligible to receive medical or other welfare benefits under another employer-provided plan, the medical and other welfare benefits described herein shall be secondary to those provided under such other plan during such applicable period of eligibility. Notwithstanding the foregoing, the reimbursement of COBRA coverage can be provided, at the Company's sole discretion, in the form of a lump sum taxable severance payment in lieu of a COBRA subsidy if the COBRA subsidy is found to be discriminatory pursuant to applicable guidance. The period of continuation of any group medical plan coverage under Section 4980B of the Code (the "COBRA Period") shall run concurrently during the period for which medical coverage is provided to the Participant pursuant to this Section

- 3.3(c). The provision of medical coverage made during the COBRA Period is intended to qualify for the exception to deferred compensation as a medical benefit provided in accordance with the provisions of Section 409A of the Code and Treasury Regulation §1.409A-1(b)(9)(v)(B). Any reimbursements required to be made to a Participant under any arrangement pursuant to this Section 3.3(c) that is not described in the preceding sentence or is not excepted from Section 409A of the Code under Treasury Regulation § 1.409A-1(a)(5) shall be made to the Participant no later than the end of the Participant's second taxable year following the date the expense being reimbursed was incurred. The maximum amount of any such welfare benefits provided to a Participant under this provision in any calendar year shall not be increased or decreased to reflect the amount of such welfare benefits provided to such Participant under this provision in a prior or subsequent calendar year. For purposes of determining the Participant's eligibility for retiree benefits pursuant to such welfare plans, practices, programs and policies, the Participant shall be considered to have remained employed until two years (or in the case of a Participant who served as Chairman and/or Chief Executive Officer immediately prior to the Change in Control, three years) after the Date of Termination; provided, however, that the Participant's commencement of such retiree benefits shall not be any sooner than the date on which the Participant attains 55 years of age and provided, further, that the Participant's costs under any such retiree benefits plans, practices, programs or policies shall be based upon actual service with the Mondelēz Group.
- (d) The Employer shall, at its sole expense, provide the Participant with outplacement services through the provider of the Company's choice, the scope of which shall be chosen by the Participant in his or her sole discretion within the terms and conditions of the Company's outplacement services policy as in effect immediately prior to the Change in Control, but in no event shall such outplacement services continue for more than two years after the calendar year in which the Participant terminates employment.
- (e) The Employer shall, for two years after the Participant's Date of Termination (or in the case of a Participant who served as Chairman and/or Chief Executive Officer immediately prior to the Change in Control, three years), or after the Change in Control, if later, or such longer period as may be provided by the terms of the appropriate perquisite, continue to provide the perquisites at least equal to those that the Employer would have provided to the Participant in accordance with the perquisites in effect immediately prior to the Change in Control; provided, however, that the maximum value of perquisites provided to a Participant under this provision in any calendar year shall not be increased or decreased to reflect the value of perquisites provided to such Participant under this provision in a prior or subsequent calendar year. Any reimbursements to a Participant for costs associated with such continued perquisites shall be made no later than the end of the Participant's second taxable year following the date the Participant incurred such cost. This clause does not apply to personal use of the Company aircraft to the

extent that this perquisite is in effect for any Key Executive immediately prior to the Change in Control.

- (f) To the extent not theretofore paid or provided, the Employer shall pay or provide to the Participant, at the time otherwise payable, any other amounts or benefits accrued as of the Participant's termination of employment and required to be paid or provided or that the Participant is eligible to receive under any plan, program, policy or practice or contract or agreement of the Mondelēz Group.
- (g) Notwithstanding the foregoing, if the Participant is a "specified employee" within the meaning of Section 409A of the Code, then (i) any payments described in Sections 3.3(a), (b) and (i) that the Company determines constitute the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, shall be delayed and become payable within five days after the six-month anniversary of the Participant's termination of employment and (ii) any benefits provided under Sections 3.3(c) and (e) that the Company determines constitute the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, shall be provided at the Participant's sole cost during the six-month period after the date of the Participant's termination of employment, and within five days after the expiration of such period the Company shall reimburse the Participant for the portion of such costs payable by the Company pursuant to Sections 3.3(c) and (e) hereof.
- (h) For all purposes under the applicable Company non-qualified defined benefit pension plan, the Company shall credit the Participant with two (or in the case of a Participant who served as Chairman and/or Chief Executive Officer immediately prior to the Change in Control, three) additional years of service and shall add two (or in the case of a Participant who served as Chairman and/or Chief Executive Officer immediately prior to the Change in Control, three) years to the Participant's age. However, this Section shall not apply to any non-qualified defined benefit pension plan that related to a qualified defined benefit pension plan that is frozen as of the date of the Participant's termination of employment.
- (i) Solely with respect to Participants who participate in the Mondelēz Global LLC Thrift Plan (the "401(k) Plan") as of immediately prior to the Participant's Date of Termination, the Employer shall pay to the Participant a lump sum cash payment within 30 days after the Date of Termination (or, if later, 30 days after the date of the Change in Control) equal to the amount of employer matching contributions that the Participant would have been vested in under the 401(k) Plan if the Participant had remained fully employed for 24 months following the Date of Termination (and which are forfeited under the 401(k) Plan by the Participant due to the termination of employment) (the "401(k) Payment"). The foregoing shall not be construed as (i) an amendment to the 401(k) Plan or the forfeiture provisions thereunder, (ii) a requirement for the Employer to make additional contributions to the 401(k) Plan, or (iii) a requirement for the distribution of any amounts from the 401(k) Plan. In addition, any repayment obligations of the Participant to the

Employer with respect to any sign-on or similar bonus previously paid to the Participant shall be deemed waived by the Employer.

3.4. [<u>Reserved</u>].

3.5. Potential Reduction in Payments for Certain Participants.

- (a) Anything in this Plan to the contrary notwithstanding, with respect to any Participant who is a citizen or resident of the United States, in the event (1) a Change in Control occurs and (2) in connection with such Change in Control it shall be determined that any Payment would be subject to the Excise Tax, then the aggregate Payments to the Participant will be the greater of (i) or (ii) below, after taking into account the Excise Tax and the applicable income and employment taxes payable by the Participant:
 - (i) The full amount of the Payments, or
 - (ii) An amount (the "Reduced Amount") that is one dollar less than the smallest amount that would give rise to any Excise Tax.

The Mondelēz Group will bear no responsibility for any Excise Tax payable on any Reduced Amount pursuant to a subsequent claim by the Internal Revenue Service or otherwise. For purposes of determining the Reduced Amount under this Section 3.5(a), amounts otherwise payable to the Participant under the Plan shall be reduced, to the extent necessary, in the following order: first, Separation Pay under Section 3.3(b), then the 401(k) Payment under Section 3.3(i), then the In-Flight Bonus under Section 3.11, then Accrued Obligations payable under Section 3.3(a), other than Annual Base Salary through the Date of Termination, followed by outplacement services payable under Section 3.3(d), welfare benefits payable under Section 3.3(c), perquisites payable under Section 3.3(e), and finally, the repayment waiver under Section 3.3(i). In the event that such reductions are not sufficient to reduce the aggregate Payments to the Participant to the Reduced Amount, then Payments due the Participant under any other plan shall be reduced in the order determined by the Plan Administrator in its sole discretion.

(b) All determinations required to be made under this Section 3.5, including whether Reduced Amount is payable, and the assumptions to be utilized in arriving at such determinations, shall be made by the Company's independent auditors or such other nationally recognized certified public accounting firm as may be designated by the Company and approved by the Participant (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Participant within 15 business days of the receipt of notice from the Participant that there has been a Payment, or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Mondelēz Group and the Participant.

- 3.6. <u>Payment Obligations Absolute</u>. Upon a Change in Control and termination of employment under the circumstances described in Section 3.2(a), the obligations of the Mondelēz Group to pay or provide the Separation Benefits shall be absolute and unconditional and shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right that the Mondelēz Group may have against any Participant (except as otherwise set forth herein or as required pursuant to the Company's Dodd-Frank Clawback Policy and the Company's Compensation Recoupment Policy). In no event shall a Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to a Participant under any of the provisions of this Plan, nor shall the amount of any payment or value of any benefits hereunder be reduced by any compensation or benefits earned by a Participant as a result of employment by another employer, except as specifically provided under Section 3.3.
- 3.7. <u>Non-Competition and Non-Solicitation.</u> Upon a Change in Control and termination of employment under the circumstances described in Section 3.2(a), the obligations of the Mondelēz Group to pay or provide the Separation Benefits are contingent on the Participant's adhering to the Non-Competition Agreement and the Non-Solicitation Agreement. Should the Participant violate the Non-Competition Agreement or Non-Solicitation Agreement, the Participant will be obligated to pay back to the Employer the net amounts payable to the Participant pursuant to this Plan and the Employer will have no further obligation to pay the Participant any payments that may be remaining due under this Plan.
- 3.8. Non-Disparagement. Upon a Change in Control and termination of employment under the circumstances described in Section 3.2(a), the obligations of the Mondelēz Group to pay or provide the Separation Benefits are contingent on the Participant's adhering to certain non-disparagement provisions. The Participant agrees that the Participant will not disparage, discredit or otherwise treat in a detrimental manner the Mondelēz Group or its officers, directors and employees, provided this clause does not prohibit a Participant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or from making any other disclosures protected by the whistleblower provisions of any applicable law.
- 3.9 General Release of Claims. Upon a Change in Control and termination of employment under the circumstances described in Section 3.2(a), the obligations of the Mondelez Group to pay or provide the Separation Benefits are contingent on the Participant's (for him/herself, his/her heirs, legal representatives and assigns) execution and non-revocation of a general release in the form and substance attached hereto as **Exhibit A** to be provided by Employer with the general release becoming effective and non-revocable within 30 days (52 days if Participant's termination of employment occurs as the result of a group termination) following the Participant's termination of employment and receipt of the general release, releasing the Mondelez Group and its officers, directors, agents and employees from any claims or causes of action of any kind that the Participant might have against any one or more of them as of the date of this

release, regarding his/her employment or the termination of that employment. The Participant understands that this release applies to all claims (s)he might have under any federal, state or local statute or ordinance, or the common law, for employment discrimination, wrongful discharge, breach of contract, violations of Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act, the Americans With Disabilities Act, or the Family and Medical Leave Act, and all other claims related in any way to Participant's employment or the termination of that employment.

- 3.10. Non-Exclusivity of Rights. Nothing in this Plan shall prevent or limit the Participant's continuing or future participation in any plan, program, policy or practice provided by the Mondelez Group and for which the Participant may qualify, nor, subject to Section 6.2, shall anything herein limit or otherwise affect such rights as the Participant may have under any contract or agreement with the Mondelez Group. Amounts or benefits that the Participant is otherwise entitled to receive under any plan, policy, practice or program of or any contract or agreement with the Mondelez Group will be payable in accordance with such plan, policy, practice or program or contract or agreement, except as explicitly modified by this Plan. For avoidance of doubt, any treatment triggered by a change in control in another plan or program maintained by the Company or an Employer which applies to a Participant will apply to the Participant notwithstanding any provision in this Plan to the contrary.
- 3.11. <u>Annual Bonus Treatment Upon Change in Control</u>. Upon a Change in Control (and provided the Participant remains employed through the Change in Control), the Employer shall pay the Participant, in a lump sum in cash within 30 days after the Change in Control, an amount equal to the Annual Incentive Award that the Participant would receive for the fiscal year during which the Change in Control occurs, based on the higher of target performance or actual performance as of immediately prior to the Change in Control, provided that, if less than 50% of the fiscal year has elapsed prior to the Change in Control, such award shall be pro-rated based on a fraction, the numerator of which is the number of days that have elapsed in applicable fiscal year through the Change in Control and the denominator of which is 365 (the "In-Flight Bonus").

4. Successor to Company

This Plan shall bind any successor of the Company, its assets or its businesses (whether direct or indirect, by purchase, merger, consolidation or otherwise), in the same manner and to the same extent that the Mondelēz Group would be obligated under this Plan if no succession had taken place.

In the case of any transaction in which a successor would not by the foregoing provision or by operation of law be bound by this Plan, the Company shall require such successor expressly and unconditionally to assume and agree to perform the Mondelēz Group's obligations under this Plan, in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. The term

"Company," as used in this Plan, shall mean the Company as hereinbefore defined and any successor or assignee to the business or assets that by reason hereof becomes bound by this Plan.

5. Duration, Amendment and Termination

- 5.1. <u>Duration</u>. This Plan shall remain in effect until terminated as provided in Section 5.2. Notwithstanding the foregoing, if a Change in Control occurs, this Plan shall continue in full force and effect and shall not terminate or expire until after all Participants who become entitled to any payments or benefits hereunder shall have received such payments or benefits in full.
- 5.2. Amendment and Termination. The Plan may be terminated or amended in any respect by resolution adopted by the Committee unless a Change in Control has previously occurred. However, after the Board has knowledge of a possible transaction or event that if consummated would constitute a Change in Control, this Plan may not be terminated or amended in any manner that would adversely affect the rights or potential rights of Participants, unless and until the Board has determined that all transactions or events that, if consummated, would constitute a Change in Control have been abandoned and will not be consummated, and, provided that the Board does not have knowledge of other transactions or events that, if consummated, would constitute a Change in Control. If a Change in Control occurs, the Plan shall no longer be subject to amendment, change, substitution, deletion, revocation or termination in any respect that adversely affects the rights of Participants, and no Participant shall be removed from Plan participation.

6. Miscellaneous

- 6.1. <u>Legal Fees</u>. The Company agrees to pay, to the full extent permitted by law, all legal fees and expenses that the Participant may reasonably incur as a result of any contest by the Mondelēz Group, the Participant or others of the validity or enforceability of, or liability under, any provision of this Plan or any guarantee of performance thereof (including as a result of any contest by the Participant about the amount of any payment pursuant to this Plan), plus in each case interest on any delayed payment at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code; provided that the Company shall have no obligation under this Section 6.1 to the extent the resolution of any such contest includes a finding denying, in total, the Participant's claims in such contest.
- 6.2. <u>Employment Status</u>. This Plan does not constitute a contract of employment or impose on the Participant, the Company or the Participant's Employer any obligation to retain the Participant as an employee, to change the status of the Participant's employment as an "at will" employee, or to change the Mondelez Group's policies regarding termination of employment.
- 6.3. <u>Tax Withholding</u>. The Employer may withhold from any amounts payable under this Plan such taxes as shall be required to be withheld pursuant to any applicable law or regulation as determined by the Employer in its sole discretion.

- 6.4. <u>Validity and Severability</u>. The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision of the Plan, which shall remain in full force and effect, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 6.5. <u>Governing Law</u>. The validity, interpretation, construction and performance of the Plan shall in all respects be governed by the laws of the Commonwealth of Virginia, without reference to principles of conflict of law.
- 6.6. Section 409A of the Code. The Plan shall be interpreted, construed and operated to reflect the intent of the Company that all aspects of the Plan shall be interpreted either to be exempt from the provisions of Section 409A of the Code or, to the extent subject to Section 409A of the Code, comply with Section 409A of the Code. Notwithstanding anything to the contrary in Section 5.2, this Plan may be amended at any time, without the consent of any Participant, to avoid the application of Section 409A of the Code in a particular circumstance or to the extent determined necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Employer shall not be under any obligation to make any such amendment. Nothing in the Plan shall provide a basis for any person to take action against the Employer based on matters covered by Section 409A of the Code, including the tax treatment of any amount payable under the Plan, and the Employer shall not under any circumstances have any liability to any Participant or other person for any taxes, penalties or interest due on amounts paid or payable under the Plan, including taxes, penalties or interest imposed under Section 409A of the Code.
- 6.7 <u>Claim Procedure</u>. If an individual makes a written request alleging a right to receive Separation Benefits under the Plan or alleging a right to receive an adjustment in benefits being paid under the Plan, the Company shall treat it as a claim for benefits. All claims for Separation Benefits under the Plan shall be sent to the General Counsel of the Company and must be received within 30 days after the Date of Termination. If the Company determines that any individual who has claimed a right to receive Separation Benefits under the Plan is not entitled to receive all or a part of the benefits claimed, it will inform the claimant in writing of its determination and the reasons therefore in terms calculated to be understood by the claimant. The notice will be sent within 90 days of the written request, unless the Company determines additional time, not exceeding 90 days, is needed and provides the claimant with notice, during the initial 90-day period, of the circumstances requiring the extension of time and the length of the extension. The notice shall make specific reference to the pertinent Plan provisions on which the denial is based, and describe any additional material or information that is necessary. Such notice shall, in addition, inform the claimant what procedure the claimant should follow to take advantage of the review procedures set forth below in the event the claimant desires to contest the denial of the claim. The claimant may within 90 days thereafter submit in writing to the Plan Administrator a notice that the claimant contests the denial of his or her claim by the Company and desires a further review. The Plan Administrator shall within 60 days thereafter review the claim and authorize the claimant to appear

personally and review the pertinent documents and submit issues and comments relating to the claim to the persons responsible for making the determination on behalf of the Plan Administrator. The Plan Administrator will render its final decision with specific reasons therefor in writing and will transmit it to the claimant within 60 days of the written request for review, unless the Plan Administrator determines additional time, not exceeding 60 days, is needed, and so notifies the claimant during the initial 60-day period. If the Plan Administrator fails to respond to a claim filed in accordance with the foregoing within 60 days or any such extended period, the Plan Administrator shall be deemed to have denied the claim. The Committee may revise the foregoing procedures as it determines necessary to comply with changes in the applicable U.S. Department of Labor regulations.

- 6.8. <u>Unfunded Plan Status</u>. This Plan is unfunded and is intended to qualify as a severance pay plan within the meaning of Labor Department Regulations Section 2510.3-2(b). All payments pursuant to the Plan shall be made from the general funds of the Employer and no special or separate fund shall be established or other segregation of assets made to assure payment. No Participant or other person shall have under any circumstances any interest in any particular property or assets of the Mondelēz Group as a result of participating in the Plan. Notwithstanding the foregoing, the Committee may authorize the creation of trusts or other arrangements to assist in accumulating funds to meet the obligations created under the Plan; provided, however, that, unless the Committee otherwise determines, the existence of such trusts or other arrangements is consistent with the "unfunded" status of the Plan.
- 6.9. <u>Reliance on Adoption of Plan</u>. Subject to Section 5.2, each person who shall become a Key Executive shall be deemed to have served and continue to serve in such capacity in reliance upon the Change in Control provisions contained in this Plan.
- 6.10. <u>Plan Supersedes Prior U.S. Arrangements</u>. For the period of two years following the occurrence of a Change in Control, the provisions of this Plan shall supersede, with respect to U.S. Participants, any and all plans, programs, policies and arrangements of the Mondelez Group providing severance benefits other than the 2005 Plan and the 2024 Plan (except whereby Payments under the 2005 Plan and the 2024 Plan are reduced in accordance with Section 3.5 above).

IN WITNESS WHEREOF, the Company has caused this Plan to be executed by its duly authorized officer effective as of the Effective Date set forth above.

MONDELĒZ INTERNATIONAL, INC.

By: /s/ Stephanie Lilak Stephanie Lilak

Executive Vice President and Chief People Officer

[Signature Page to the Mondelez International, Inc. Change in Control Plan for Key Executives as Amended May 21, 2024]

Exhibit A

THIS RELEASE (this "Release") is entered into between [insert name] ("Employee") and [insert name] (the "Company"), for the benefit of the Company. Capitalized terms used and not defined herein shall have the meanings provided in the Mondelēz International, Inc. Change in Control Plan for Key Executives, as amended and restated on February 2, 2017 (the "Plan"). The entering into and non-revocation of this Release is a condition to Employee's right to receive the amounts and benefits described in Section 3.3 of the Plan.

Accordingly, Employee and the Company agree as follows:

- 1. In consideration for the amounts and benefits described in Section 3.3 of the Plan, to which Employee is not otherwise entitled, and the sufficiency of which Employee acknowledges, Employee represents and agrees, as follows:
- Employee, for himself, his heirs, administrators, representatives, executors, successors and assigns (collectively "Releasers"), hereby irrevocably and unconditionally releases, acquits and forever discharges and agrees not to sue the Company or any of its parents, subsidiaries, divisions, affiliates and related entities and their current and former directors, officers, shareholders, trustees, employees, consultants, independent contractors, representatives, agents, servants, successors and assigns and all persons acting by, through or under or in concert with any of them (collectively "Releasees"), from all claims, rights and liabilities up to and including the date of this Release arising from or relating to Employee's employment with, or termination of employment from, the Company and its subsidiaries and affiliates, and from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, suspected or unsuspected and any claims of wrongful discharge, breach of contract, implied contract, promissory estoppel, defamation, slander, libel, tortious conduct, employment discrimination or claims under any federal, state or local employment statute, law, order or ordinance, including any rights or claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et seq. ("ADEA"), the Americans with Disabilities Act of 1990, as amended, the Family Medical Leave Act of 1993, as amended, the Employee Retirement Income Security Act of 1974, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any other federal, state or municipal ordinance relating to discrimination in employment. Nothing contained herein shall restrict the parties' rights to enforce the terms of this Release.
- (b) To the maximum extent permitted by law, Employee agrees that he has not filed, nor will he ever file, a lawsuit asserting any claims which are released by this Release, or to accept any benefit from any lawsuit which might be filed by another person or government entity based in whole or in part on any event, act, or omission which is the subject of this Release.

- (c) This Release specifically excludes (i) Employee's right to receive the amounts and benefits described in Section 3.3 of the Plan, (ii) Employee's rights to vested amounts and benefits under any employee benefit plan of the Company or its affiliates, (iii) any claims arising after the date hereof and (iv) any claim or right Employee may have to indemnification or coverage under the Company's or any of its affiliates' respective bylaws or directors' and officers' insurance policies.
- (d) The parties agree that this Release shall not affect the rights and responsibilities of the US Equal Employment Opportunity Commission (hereinafter "EEOC") to enforce ADEA and other laws. In addition, the parties agree that this Release shall not be used to justify interfering with Employee's protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC. The parties further agree that Employee knowingly and voluntarily waives all rights or claims (that arose prior to Employee's execution of this Release) the Releasers may have against the Releasees, or any of them, to receive any benefit or remedial relief (including, but not limited to, reinstatement, back pay, front pay, damages, attorneys' fees, experts' fees) as a consequence of any investigation or proceeding conducted by the EEOC.
- 2. Employee acknowledges that the Company has specifically advised him of the right to seek the advice of an attorney concerning the terms and conditions of this Release. Employee further acknowledges that he has been furnished with a copy of this Release, and he has been afforded twenty-one (21) calendar days in which to consider the terms and conditions set forth above prior to this Release. By executing this Release, Employee affirmatively states that he has had sufficient and reasonable time to review this Release and to consult with an attorney concerning his legal rights prior to the final execution of this Release. Employee further agrees that he has carefully read this Release and fully understands its terms. Employee acknowledges that he has entered into this Release, knowingly, freely and voluntarily. Employee understands that he may revoke this Release within seven (7) calendar days after signing this Release. Revocation of this Release must be made in writing and must be received by [insert name] at the Company, [insert address], within the time period set forth above.
- 3. This Release will be governed by and construed in accordance with the laws of the State of [insert State], without giving effect to any choice of law or conflicting provision or rule (whether of the State of [insert State] or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of [insert State] to be applied. In furtherance of the foregoing, the internal law of the State of [insert State] will control the interpretation and construction of this agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply. The provisions of this Release are severable, and if any part or portion of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

does not timely exercise his right of revo	we and enforceable on the eighth day following its execution by Employee, <u>provided</u> he cation as described above. If Employee fails to sign and deliver this Release or timely without force or effect, and Employee shall not be entitled to any of the amounts or an.
EMPLOYEE:	DATE:

Certifications

- I, Dirk Van de Put, certify that:
- 1. I have reviewed this quarterly report on Form 10-Q of Mondelez International, Inc.;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2024

/s/ DIRK VAN DE PUT

Dirk Van de Put Chairman and Chief Executive Officer

Certifications

- I, Luca Zaramella, certify that:
- 1. I have reviewed this quarterly report on Form 10-Q of Mondelez International, Inc.;
- 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- 5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2024

/s/ LUCA ZARAMELLA

Luca Zaramella Executive Vice President and Chief Financial Officer

CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Dirk Van de Put, Chairman and Chief Executive Officer of Mondelēz International, Inc. ("Mondelēz International"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, Mondelēz International's financial condition and results of operations.

/s/ DIRK VAN DE PUT

Dirk Van de Put Chairman and Chief Executive Officer July 30, 2024

I, Luca Zaramella, Executive Vice President and Chief Financial Officer of Mondelēz International, Inc. ("Mondelēz International"), certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Mondelēz International's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 (the "Report"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, Mondelēz International's financial condition and results of operations.

/s/ LUCA ZARAMELLA

Luca Zaramella Executive Vice President and Chief Financial Officer July 30, 2024

A signed original of these written statements required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Mondelez International, Inc. and will be retained by Mondelez International, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.