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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): February 25, 2015

MONDELÉZ INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

1-16483
(Commission File Number)

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

Three Parkway North, Deerfield, Illinois 60015
(Address of principal executive offices, including zip code)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01. Other Events.

On February 25, 2015, we announced and priced an offering of euro-denominated fixed rate notes due 2022, euro-denominated fixed rate notes due 2027, euro-denominated fixed rate notes due 2035 and sterling-denominated fixed rate notes due 2045 (collectively, the “Notes” and the “Notes Offerings”).

In connection with the Notes Offerings, on February 25, 2015, we entered into a Terms Agreement in respect of the euro-denominated Notes and a separate Terms Agreement in respect of the sterling-denominated Notes (collectively the “Terms Agreements”) in each case with Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, The Royal Bank of Scotland plc and Société Générale, as representatives of the several underwriters named therein (the “Underwriters”), pursuant to which we agreed to issue and sell the respective Notes to the respective Underwriters. The provisions of an Amended and Restated Underwriting Agreement dated as of February 28, 2011 (the “Underwriting Agreement”) are incorporated by reference into the Terms Agreements. A copy of the Underwriting Agreement is filed as Exhibit 1.1 and copies of the Terms Agreements are filed as Exhibits 1.2 and 1.3 to this Current Report.

We have filed with the Securities and Exchange Commission (the “SEC”) a Prospectus dated March 5, 2014, a Prospectus Supplement for the euro-denominated Notes dated February 25, 2015 and a Prospectus Supplement for the sterling-denominated Notes dated February 25, 2015, each of which forms a part of our Registration Statement on Form S-3 (Registration No. 333-194330) (the “Registration Statement”) in connection with the public offering of the Notes. We are filing the items listed below as exhibits to this Current Report for the purpose of incorporating them as exhibits to the Registration Statement.

We expect the Notes Offerings to close on March 6, 2015, subject to customary closing conditions.

Item 9.01. Financial Statements and Exhibits.

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

<u>Exhibit Number</u>	<u>Description</u>
1.1	Amended and Restated Underwriting Agreement, dated February 28, 2011 (incorporated by reference to Exhibit 1.1 to Kraft Foods Inc.’s Registration Statement on Form S-3 filed with the SEC on February 28, 2011).
1.2	Terms Agreement for the euro-denominated Notes among Mondelēz International, Inc., Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, The Royal Bank of Scotland plc and Société Générale, as representatives of the several underwriters named therein, dated February 25, 2015.
1.3	Terms Agreement for the sterling-denominated Notes among Mondelēz International, Inc., Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, The Royal Bank of Scotland plc and Société Générale, as representatives of the several underwriters named therein, dated February 25, 2015.

SIGNATURES

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

MONDELÉZ INTERNATIONAL, INC.

By: /s/ Carol J. Ward

Name: Carol J. Ward

Title: Vice President and Corporate Secretary

Date: February 26, 2015

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
1.1	Amended and Restated Underwriting Agreement, dated February 28, 2011 (incorporated by reference to Exhibit 1.1 to Kraft Foods Inc.'s Registration Statement on Form S-3 filed with the SEC on February 28, 2011).
1.2	Terms Agreement for the euro-denominated Notes among Mondelez International, Inc., Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, The Royal Bank of Scotland plc and Société Générale, as representatives of the several underwriters named therein, dated February 25, 2015.
1.3	Terms Agreement for the sterling-denominated Notes among Mondelez International, Inc., Credit Suisse Securities (Europe) Limited, Deutsche Bank AG, London Branch, The Royal Bank of Scotland plc and Société Générale, as representatives of the several underwriters named therein, dated February 25, 2015.

MONDELÉZ INTERNATIONAL, INC.
(the “Company”)

Debt Securities

TERMS AGREEMENT

February 25, 2015

To: The Representatives of the Underwriters identified herein

Ladies and Gentlemen:

The undersigned agrees to sell to the several Underwriters named in Schedule A hereto for their respective accounts, on and subject to the terms and conditions of the Amended and Restated Underwriting Agreement relating to debt securities covered by the Company’s registration statement on Form S-3 (File No. 333-194330) (incorporated by reference to Exhibit 1.1 to the Company’s registration statement on Form S-3 (File No. 333-172488) filed on February 28, 2011) (the “**Underwriting Agreement**”), the following securities (the “**Offered Securities**”) on the following terms:

OFFERED SECURITIES

Title:

1.000% Notes due 2022 (the “**2022 Notes**”).

1.625% Notes due 2027 (the “**2027 Notes**”)

2.375% Notes due 2035 (the “**2035 Notes**” and, together with the 2022 Notes and the 2027 Notes, the “**Notes**”).

Principal Amount:

€500,000,000 aggregate principal amount of 2022 Notes.

€750,000,000 aggregate principal amount of 2027 Notes.

€750,000,000 aggregate principal amount of 2035 Notes.

Interest:

Interest on the 2022 Notes is payable annually on March 7 of each year, commencing March 7, 2016 until the Maturity Date. The 2022 Notes will bear interest at the rate of 1.000% per annum.

Interest on the 2027 Notes is payable annually on March 8 of each year, commencing March 8, 2016 until the Maturity Date. The 2027 Notes will bear interest at the rate of 1.625% per annum.

Interest on the 2035 Notes is payable annually on March 6 of each year, commencing March 6, 2016 until the Maturity Date. The 2035 Notes will bear interest at the rate of 2.375% per annum.

Interest on the Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or March 6, 2015 if no interest has been paid on the Notes), to but excluding the next scheduled interest payment date, i.e. the Actual/Actual (ICMA) payment convention as defined in the rulebook of the International Capital Market Association.

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

Maturity Date:

The 2022 Notes will mature on March 7, 2022.

The 2027 Notes will mature on March 8, 2027.

The 2035 Notes will mature on March 6, 2035.

Currency of Denomination:

The Notes will be denominated in euro (€).

Currency of Payment:

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

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

Form and Denomination:

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

Change of Control:

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

Optional Redemption:

The Company may redeem the Notes of a series, in whole at any time or in part from time to time, as described under the caption “Description of Notes—Optional Redemption” in the Prospectus Supplement.

Redemption for Tax Reasons:

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

Conversion Provisions:

None.

Sinking Fund:

None.

Listing:

New York Stock Exchange.

Payment of Additional Amounts:

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

The Company undertakes that, to the extent permitted by law, the Company will maintain a paying agent that will not require withholding or deduction of tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced to conform to, such European Council Directive.

Purchase Price:

99.460% of the principal amount of the 2022 Notes, plus accrued interest, if any, from March 6, 2015.

98.560% of the principal amount of the 2027 Notes, plus accrued interest, if any, from March 6, 2015.

98.921% of the principal amount of the 2035 Notes, plus accrued interest, if any, from March 6, 2015.

Expected Reoffering Price:

99.785% of the principal amount of the 2022 Notes, plus accrued interest, if any, from March 6, 2015.

98.935% of the principal amount of the 2027 Notes, plus accrued interest, if any, from March 6, 2015.

99.371% of the principal amount of the 2035 Notes, plus accrued interest, if any, from March 6, 2015.

OTHER MATTERS

Closing:

On or before 2:00 p.m., Brussels time, on March 6, 2015, whereby payment to the Company is effected by the common depositary for Clearstream and Euroclear on behalf of the Underwriters against delivery of the Notes, which will be delivered to the nominated account for and on behalf of the Underwriters through Clearstream and Euroclear.

Settlement and Trading:

Registered form only via Clearstream or Euroclear.

Names and Addresses of the Representatives and Lead Underwriters:

Credit Suisse Securities (Europe) Limited
One Cabot Square
London E14 4QJ
United Kingdom

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

The Royal Bank of Scotland plc
135 Bishopsgate
London EC2M 3UR
United Kingdom

Société Générale
10 Bishops Square
London E1 6EG
United Kingdom

The respective principal amounts of the Offered Securities to be severally purchased by each of the Underwriters are set forth opposite their names in Schedule A hereto.

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

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

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

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

“(z) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is an individual or entity (“**Person**”) currently subject to or target of any sanctions enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), the United Nations Security Council (“**UNSC**”), the European Union and Her Majesty’s Treasury (“**HMT**”) (collectively, “**Sanctions**”); nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject of comprehensive Sanctions; and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, (i) for the purpose of funding any activities of or business with any Person that, at the time of such funding, is the subject of comprehensive Sanctions, (ii) for the purpose of funding any activities of or business (except as permitted by an agency or department of the U.S. government, pursuant to license or otherwise) in any country or territory that is the

subject of comprehensive Sanctions or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.”

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

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

(4) Each of Section 6(a) and Section 6(b) of the Underwriting Agreement is hereby amended to replace “directors and officers” in the first sentence thereof with “directors, officers, employees, agents and affiliates,” and Section 6(a) of the Underwriting Agreement is further amended to replace “Underwriter” the fourth and fifth time it appears in such section with “indemnified person.”

(5) Notwithstanding anything in Section 4(h) of the Underwriting Agreement to the contrary, the Underwriters shall pay all expenses (including reasonable fees and disbursements of their counsel) incurred in connection with the qualification of the Offered Securities for sale and any determination of their eligibility for investment under the laws of such jurisdictions as the Representatives reasonably designate.

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

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

For purposes of the Underwriting Agreement, the “Applicable Time” shall be 5:30 p.m. (London time) on February 25, 2015.

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

For purposes of Section 6 of the Underwriting Agreement, the only information furnished to the Company by the Underwriters for use in the Prospectus consists of the following information in the Prospectus: the information contained in the seventh, eighth, ninth and tenth paragraphs under the caption “Underwriting” in the Prospectus Supplement.

The Underwriters agree as between themselves that they will be bound by and will comply with the International Capital Markets Association Agreement Among Managers

Version 1 / New York Law Schedule (the “**Agreement Among Managers**”) as amended in the manner set out below. For purposes of the Agreement Among Managers, “Managers” means the Underwriters, “Lead Manager” means the Representatives, “Settlement Lead Manager” means Credit Suisse Securities (Europe) Limited, “Stabilising Manager” means Credit Suisse Securities (Europe) Limited and “Subscription Agreement” means the Underwriting Agreement. Clause 3 of the Agreement Among Managers shall be deleted in its entirety and replaced with Section 7 of the Underwriting Agreement.

(Remainder of page intentionally left blank)

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

Very truly yours,

MONDELÉZ INTERNATIONAL, INC.

By: /s/ Barbara L. Brasier

Name: Barbara L. Brasier

Title: Senior Vice President and Treasurer

SIGNATURE PAGE TO TERMS AGREEMENT

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

CREDIT SUISSE SECURITIES (EUROPE) LIMITED

By: /s/ Aaron Weaver
Name: Aaron Weaver
Title: Authorised Attorney

By: /s/ Scott J. Roose
Name: Scott J. Roose
Title: Managing Director

DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Jared Birnbaum
Name: Jared Birnbaum
Title: Managing Director

By: /s/ John C. McCabe
Name: John C. McCabe
Title: Managing Director

THE ROYAL BANK OF SCOTLAND PLC

By: /s/ David Hopkins
Name: David Hopkins
Title: Authorised Signatory

SOCIÉTÉ GÉNÉRALE

By: /s/ Demetrio Salorlo
Name: Demetrio Salorlo
Title: Global Head of Debt Capital Markets

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

SIGNATURE PAGE TO TERMS AGREEMENT

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

BARCLAYS BANK PLC

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

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

BNP PARIBAS

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

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

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

HSBC BANK PLC

By: /s/ Karl Allen
Name: Karl Allen
Title: Director
Transaction Management Group
EMEA Debt Capital Markets

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

BANCA IMI S.P.A.

By: /s/ Pantaleo Cucinotta
Name: Pantaleo Cucinotta
Title: Head of Debt Capital Markets

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By: /s/ Alvaro Solis
Name: Alvaro Solis
Title: Managing Director

By: /s/ Sandra De Las Cavadas
Name: Sandra De Las Cavadas
Title: Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

BANCO SANTANDER, S.A.

By: /s/ Alberto Ramon
Name: Alberto Ramon
Title: Executive Director

By: /s/ Guillermo Hott
Name: Guillermo Hott
Title: Executive Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

COMMERZBANK AKTIENGESELLSCHAFT

By: /s/ Frank Nguyen
Name: Frank Nguyen
Title: Director
Authorised Signatory

By: /s/ Peter Schikaneder
Name: Peter Schikaneder
Title: Managing Director
Authorised Signatory

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By: /s/ Youssef Khat
Name: Youssef Khat
Title: Managing Director

By: /s/ Ricardo Coats
Name: Ricardo Coats
Title: Managing Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

MITSUBISHI UFJ SECURITIES INTERNATIONAL PLC

By: /s/ An-chi Chen-Tanner
Name: An-chi Chen-Tanner
Title: Authorised Signatory

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

MIZUHO INTERNATIONAL PLC

By: /s/ Richard Tarn
Name: Richard Tarn
Title: Managing Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

THE WILLIAMS CAPITAL GROUP, L.P.

By: /s/ David A. Coard
Name: David A. Coard
Title: Principal

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

SCHEDULE A

<u>Underwriters</u>	<u>Principal Amount of 2022 Notes</u>	<u>Principal Amount of 2027 Notes</u>	<u>Principal Amount of 2035 Notes</u>
Credit Suisse Securities (Europe) Limited	€ 50,000,000	€ 75,000,000	€ 75,000,000
Deutsche Bank AG, London Branch	50,000,000	75,000,000	75,000,000
The Royal Bank of Scotland plc	50,000,000	75,000,000	75,000,000
Société Générale	50,000,000	75,000,000	75,000,000
Barclays Bank PLC	50,000,000	75,000,000	75,000,000
BNP Paribas	50,000,000	75,000,000	75,000,000
HSBC Bank plc	50,000,000	75,000,000	75,000,000
Banca IMI S.p.A.	20,357,000	30,535,000	30,535,000
Banco Bilbao Vizcaya Argentaria, S.A.	20,358,000	30,535,000	30,536,000
Banco Santander, S.A.	20,357,000	30,536,000	30,536,000
Commerzbank Aktiengesellschaft	20,357,000	30,536,000	30,536,000
Crédit Agricole Corporate and Investment Bank	20,357,000	30,536,000	30,536,000
Mitsubishi UFJ Securities International plc	20,357,000	30,536,000	30,536,000
Mizuho International plc	20,357,000	30,536,000	30,535,000
The Williams Capital Group, L.P.	7,500,000	11,250,000	11,250,000
Total	<u>€500,000,000</u>	<u>€750,000,000</u>	<u>€750,000,000</u>

EXHIBIT A

Form of Opinion of Hunton & Williams LLP

1. The Company has been duly incorporated and is validly existing and in good standing under the laws of the Commonwealth of Virginia, and has all requisite corporate power and authority to own or hold its properties and to conduct the businesses in which it is engaged as described in the Prospectus.

2. No filing with, notice to, or consent, approval, authorization, registration, qualification or order of any governmental agency or body or official of the Commonwealth of Virginia or, to our knowledge, any court thereof, is required to be made or obtained in connection with the execution, delivery and performance of the Terms Agreement or the consummation of the transactions contemplated by the Terms Agreement, except as may be required under the blue sky laws of the Commonwealth of Virginia (as to which we express no opinion).

3. The Terms Agreement, the Indenture and the Notes have been duly authorized, executed and delivered by the Company.

4. None of the execution and delivery by the Company of the Terms Agreement, the consummation by the Company of the transactions contemplated by the Terms Agreement and the Indenture, or the issuance and sale of the Notes or compliance with the terms and provisions thereof, will (a) violate the Articles of Incorporation or the Bylaws or (b) violate any law, rule, regulation or order, known to us to be applicable to the Company, of any Virginia court or governmental agency under the laws of the Commonwealth of Virginia.

EXHIBIT B

Form of Opinion of Gibson, Dunn & Crutcher LLP

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

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

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

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

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

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

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

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

7. The Company is not and, after giving effect to the sale of the Notes and the use of proceeds therefrom as described in the Prospectus, will not be an “investment company” that is required to be registered under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”). For purposes of this paragraph 7, the term “investment company” has the meanings ascribed to such term in the Investment Company Act.

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

MONDELÉZ INTERNATIONAL, INC.
(the “Company”)

Debt Securities

TERMS AGREEMENT

February 25, 2015

To: The Representatives of the Underwriters identified herein

Ladies and Gentlemen:

The undersigned agrees to sell to the several Underwriters named in Schedule A hereto for their respective accounts, on and subject to the terms and conditions of the Amended and Restated Underwriting Agreement relating to debt securities covered by the Company’s registration statement on Form S-3 (File No. 333-194330) (incorporated by reference to Exhibit 1.1 to the Company’s registration statement on Form S-3 (File No. 333-172488) filed on February 28, 2011) (the “**Underwriting Agreement**”), the following securities (the “**Offered Securities**”) on the following terms:

OFFERED SECURITIES

Title:

3.875% Notes due 2045 (the “**Notes**”).

Principal Amount:

£450,000,000 aggregate principal amount.

Interest:

Interest on the Notes is payable annually on March 6 of each year, commencing March 6, 2016 until the Maturity Date. The Notes will bear interest at the rate of 3.875% per annum.

Interest on the Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Notes (or March 6, 2015 if no interest has been paid on the Notes), to but excluding the next scheduled interest payment date, i.e. the Actual/Actual (ICMA) payment convention as defined in the rulebook of the International Capital Market Association.

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

Maturity Date:

March 6, 2045.

Currency of Denomination:

The Notes will be denominated in sterling (£).

Currency of Payment:

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

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

Form and Denomination:

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

Change of Control:

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

Optional Redemption:

The Company may redeem the Notes, in whole at any time or in part from time to time, as described under the caption “Description of Notes—Optional Redemption” in the Prospectus Supplement.

Redemption for Tax Reasons:

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

Conversion Provisions:

None.

Sinking Fund:

None.

Listing:

New York Stock Exchange.

Payment of Additional Amounts:

In addition, the Company shall pay Additional Amounts to holders as and to the extent set forth under the caption "Description of Notes—Payment of Additional Amounts" in the Prospectus Supplement.

The Company undertakes that, to the extent permitted by law, the Company will maintain a paying agent that will not require withholding or deduction of tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced to conform to, such European Council Directive.

Purchase Price:

99.217% of the principal amount, plus accrued interest, if any, from March 6, 2015.

Expected Reoffering Price:

99.717% of the principal amount, plus accrued interest, if any, from March 6, 2015.

OTHER MATTERS**Closing:**

On or before 2:00 p.m., Brussels time, on March 6, 2015, whereby payment to the Company is effected by the common depositary for Clearstream and Euroclear on behalf of the Underwriters against delivery of the Notes, which will be delivered to the nominated account for and on behalf of the Underwriters through Clearstream and Euroclear.

Settlement and Trading:

Registered form only via Clearstream or Euroclear.

Names and Addresses of the Representatives and Lead Underwriters:

Credit Suisse Securities (Europe) Limited
One Cabot Square
London E14 4QJ
United Kingdom

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

The Royal Bank of Scotland plc
135 Bishopsgate
London EC2M 3UR
United Kingdom

Société Générale
10 Bishops Square
London E1 6EG
United Kingdom

The respective principal amounts of the Offered Securities to be severally purchased by each of the Underwriters are set forth opposite their names in Schedule A hereto.

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

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

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

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

“(z) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is an individual or entity (“**Person**”) currently subject to or target of any sanctions enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), the United Nations Security Council (“**UNSC**”), the European Union and Her Majesty’s Treasury (“**HMT**”) (collectively, “**Sanctions**”); nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject of comprehensive Sanctions; and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, (i) for the purpose of funding any activities of or business with any Person that, at the time of such funding, is the subject of comprehensive Sanctions, (ii) for the purpose of funding any activities of or business (except as permitted by an agency or department of the U.S. government, pursuant to license or otherwise) in any country or territory that is the subject of comprehensive Sanctions or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.”

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

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

(4) Each of Section 6(a) and Section 6(b) of the Underwriting Agreement is hereby amended to replace “directors and officers” in the first sentence thereof with “directors, officers, employees, agents and affiliates,” and Section 6(a) of the Underwriting Agreement is further amended to replace “Underwriter” the fourth and fifth time it appears in such section with “indemnified person.”

(5) Notwithstanding anything in Section 4(h) of the Underwriting Agreement to the contrary, the Underwriters shall pay all expenses (including reasonable fees and disbursements of their counsel) incurred in connection with the qualification of the Offered Securities for sale and any determination of their eligibility for investment under the laws of such jurisdictions as the Representatives reasonably designate.

In addition to the representations and warranties contained in Section 2 of the Underwriting Agreement, the Company, as of the date hereof and as of the Closing Date, represents and warrants to, and agrees with, each Underwriter that the interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration

Statement, the Pricing Prospectus and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

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

For purposes of the Underwriting Agreement, the "Applicable Time" shall be 5:30 p.m. (London time) on February 25, 2015.

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

For purposes of Section 6 of the Underwriting Agreement, the only information furnished to the Company by the Underwriters for use in the Prospectus consists of the following information in the Prospectus: the information contained in the seventh, eighth, ninth and tenth paragraphs under the caption "Underwriting" in the Prospectus Supplement.

The Underwriters agree as between themselves that they will be bound by and will comply with the International Capital Markets Association Agreement Among Managers Version 1 / New York Law Schedule (the "**Agreement Among Managers**") as amended in the manner set out below. For purposes of the Agreement Among Managers, "Managers" means the Underwriters, "Lead Manager" means the Representatives, "Settlement Lead Manager" means Credit Suisse Securities (Europe) Limited, "Stabilising Manager" means Credit Suisse Securities (Europe) Limited and "Subscription Agreement" means the Underwriting Agreement. Clause 3 of the Agreement Among Managers shall be deleted in its entirety and replaced with Section 7 of the Underwriting Agreement.

(Remainder of page intentionally left blank)

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

Very truly yours,

MONDELÉZ INTERNATIONAL, INC.

By: /s/ Barbara L. Brasier

Name: Barbara L. Brasier

Title: Senior Vice President and Treasurer

SIGNATURE PAGE TO TERMS AGREEMENT

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

CREDIT SUISSE SECURITIES (EUROPE) LIMITED

By: /s/ Aaron Weaver
Name: Aaron Weaver
Title: Authorised Attorney

By: /s/ Scott J. Roose
Name: Scott J. Roose
Title: Managing Director

DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Jared Birnbaum
Name: Jared Birnbaum
Title: Managing Director

By: /s/ John C. McCabe
Name: John C. McCabe
Title: Managing Director

THE ROYAL BANK OF SCOTLAND PLC

By: /s/ David Hopkins
Name: David Hopkins
Title: Authorised Signatory

SOCIÉTÉ GÉNÉRALE

By: /s/ Demetrio Salorlo
Name: Demetrio Salorlo
Title: Global Head of Debt Capital Markets

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

SIGNATURE PAGE TO TERMS AGREEMENT

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

BARCLAYS BANK PLC

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

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

BNP PARIBAS

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

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

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

HSBC BANK PLC

By: /s/ Karl Allen
Name: Karl Allen
Title: Director
Transaction Management Group
EMEA Debt Capital Markets

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

BANCA IMI S.P.A.

By: /s/ Pantaleo Cucinotta
Name: Pantaleo Cucinotta
Title: Head of Debt Capital Markets

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

COMMERZBANK AKTIENGESELLSCHAFT

By: /s/ Frank Nguyen
Name: Frank Nguyen
Title: Director
Authorised Signatory

By: /s/ Peter Schikaneder
Name: Peter Schikaneder
Title: Managing Director
Authorised Signatory

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

MITSUBISHI UFJ SECURITIES INTERNATIONAL PLC

By: /s/ An-chi Chen-Tanner
Name: An-chi Chen-Tanner
Title: Authorised Signatory

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

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

MIZUHO INTERNATIONAL PLC

By: /s/ Richard Tarn
Name: Richard Tarn
Title: Managing Director

Acting on behalf of itself as an Underwriter.

SIGNATURE PAGE TO TERMS AGREEMENT

SCHEDULE A

<u>Underwriters</u>	<u>Principal Amount of Notes</u>
Credit Suisse Securities (Europe) Limited	£ 51,429,000
Deutsche Bank AG, London Branch	51,429,000
The Royal Bank of Scotland plc	51,429,000
Société Générale	51,429,000
Barclays Bank PLC	51,428,000
BNP Paribas	51,428,000
HSBC Bank plc	51,428,000
Banca IMI S.p.A.	22,500,000
Commerzbank Aktiengesellschaft	22,500,000
Mitsubishi UFJ Securities International plc	22,500,000
Mizuho International plc	22,500,000
Total	£ 450,000,000

EXHIBIT A

Form of Opinion of Hunton & Williams LLP

1. The Company has been duly incorporated and is validly existing and in good standing under the laws of the Commonwealth of Virginia, and has all requisite corporate power and authority to own or hold its properties and to conduct the businesses in which it is engaged as described in the Prospectus.

2. No filing with, notice to, or consent, approval, authorization, registration, qualification or order of any governmental agency or body or official of the Commonwealth of Virginia or, to our knowledge, any court thereof, is required to be made or obtained in connection with the execution, delivery and performance of the Terms Agreement or the consummation of the transactions contemplated by the Terms Agreement, except as may be required under the blue sky laws of the Commonwealth of Virginia (as to which we express no opinion).

3. The Terms Agreement, the Indenture and the Notes have been duly authorized, executed and delivered by the Company.

4. None of the execution and delivery by the Company of the Terms Agreement, the consummation by the Company of the transactions contemplated by the Terms Agreement and the Indenture, or the issuance and sale of the Notes or compliance with the terms and provisions thereof, will (a) violate the Articles of Incorporation or the Bylaws or (b) violate any law, rule, regulation or order, known to us to be applicable to the Company, of any Virginia court or governmental agency under the laws of the Commonwealth of Virginia.

EXHIBIT B

Form of Opinion of Gibson, Dunn & Crutcher LLP

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

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

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

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

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

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

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

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

7. The Company is not and, after giving effect to the sale of the Notes and the use of proceeds therefrom as described in the Prospectus, will not be an “investment company” that is required to be registered under the Investment Company Act of 1940, as amended (the “**Investment Company Act**”). For purposes of this paragraph 7, the term “investment company” has the meanings ascribed to such term in the Investment Company Act.

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