

**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): September 30, 2020

MONDELÉZ INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

1-16483
(Commission
File Number)

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

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

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, no par value	MDLZ	The Nasdaq Global Select Market
2.375% Notes due 2021	MDLZ21	The Nasdaq Stock Market LLC
1.000% Notes due 2022	MDLZ22	The Nasdaq Stock Market LLC
1.625% Notes due 2023	MDLZ23	The Nasdaq Stock Market LLC
1.625% Notes due 2027	MDLZ27	The Nasdaq Stock Market LLC
2.375% Notes due 2035	MDLZ35	The Nasdaq Stock Market LLC
4.500% Notes due 2035	MDLZ35A	The Nasdaq Stock Market LLC
3.875% Notes due 2045	MDLZ45	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 8.01. Other Events.

Notes Offering

On September 30, 2020, Mondelez International, Inc. (“Mondelez International” or “we”) announced and priced an offering (the “Notes Offering”) of senior notes due 2032 (the “2032 Notes”) and senior notes due 2050 (the “2050 Notes” and, together with the 2032 Notes, the “Notes”). The 2050 Notes constitute a further issuance of, and will form a single series with, the 2.625% Notes due 2050, of which \$500,000,000 aggregate principal amount was issued on September 4, 2020.

In connection with the Notes Offering, on September 30, 2020, we entered into a Terms Agreement in respect of the Notes (the “Terms Agreement”) with Barclays Capital Inc., BofA Securities, Inc. and Credit Suisse Securities (USA) LLC, as representatives of the several underwriters named therein (the “Underwriters”), pursuant to which we agreed to issue and sell the Notes to the Underwriters. The provisions of an Amended and Restated Underwriting Agreement dated as of February 28, 2011 (the “Underwriting Agreement”) are incorporated by reference into the Terms Agreement. A copy of the Underwriting Agreement is filed as Exhibit 1.1 and a copy of the Terms Agreement is filed as Exhibit 1.2 to this Current Report on Form 8-K.

We have filed with the Securities and Exchange Commission (the “SEC”) a Prospectus, dated as of February 28, 2020, and a Prospectus Supplement for the Notes, dated as of September 30, 2020, each of which forms a part of our Registration Statement on Form S-3 (Registration No. 333-236787) (the “Registration Statement”) in connection with the offering of the Notes. We are filing the Underwriting Agreement as Exhibit 1.1 and the Terms Agreement as Exhibit 1.2 to this Current Report for the purpose of incorporating them as exhibits to the Registration Statement.

We expect the Notes Offering to close on October 15, 2020, subject to the satisfaction of customary closing conditions.

Tender Offer

On September 30, 2020, we issued a press release announcing the commencement of an offer to purchase (the “Tender Offer”) for cash up to an aggregate amount, including premium, but excluding any accrued and unpaid interest, of \$1,000,000,000 of all validly tendered and not validly withdrawn:

- (i) 7.000% Notes due 2037;
- (ii) 6.875% Notes due 2038;
- (iii) 6.875% Notes due 2039;
- (iv) 6.500% Notes due 2031;
- (v) 6.500% Notes due 2040;
- (vi) 4.625% Notes due 2048;
- (vii) 4.000% Notes due 2024;
- (viii) 3.625% Notes due 2023;
- (ix) 3.625% Notes due 2026; and
- (x) 4.125% Notes due 2028.

A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

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

Exhibit Number	Description
1.1	<u>Amended and Restated Underwriting Agreement, dated February 28, 2011 (incorporated by reference to Exhibit 1.1 to Kraft Foods Inc.'s Registration Statement on Form S-3 filed with the SEC on February 28, 2011).</u>
1.2	<u>Terms Agreement for Notes among Mondelēz International, Inc. and Barclays Capital Inc., BofA Securities, Inc. and Credit Suisse Securities (USA) LLC, as representatives of the several underwriters named therein, dated September 30, 2020.</u>
99.1	<u>Mondelēz International, Inc. Press Release, dated September 30, 2020.</u>
104	The cover page from Mondelēz International, Inc.'s Current Report on Form 8-K, formatted in Inline XBRL (included as Exhibit 101).

Forward-Looking Statements

This Current Report on Form 8-K contains a number of forward-looking statements. Words, and variations of words, such as “will,” “may,” “expect,” “intend” and similar expressions are intended to identify Mondelēz International’s forward-looking statements, including, but not limited to, statements about the Tender Offer and the closing of the Notes Offering. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond the Mondelēz International’s control, which could cause Mondelēz International’s actual results to differ materially from those indicated in Mondelēz International’s forward-looking statements. Please see Mondelēz International’s risk factors, as they may be amended from time to time, set forth in its filings with the U.S. Securities and Exchange Commission, including Mondelēz International’s most recently filed Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. Mondelēz International disclaims and does not undertake any obligation to update or revise any forward-looking statement in this Current Report on Form 8-K, except as required by applicable law or regulation.

SIGNATURES

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

MONDELÉZ INTERNATIONAL, INC.

By: /s/ Ellen M. Smith
Name: Ellen M. Smith
Title: Senior Vice President and Chief Counsel, Corporate Secretary

Date: October 1, 2020

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

Debt Securities

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

September 30, 2020

To: The Representatives of the Underwriters identified herein

Ladies and Gentlemen:

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

OFFERED SECURITIES

Title:

1.875% Notes due 2032 (the “**2032 Notes**”) and 2.625% Notes due 2050 (the “**2050 Notes**” and, together with the 2032 Notes, the “**Notes**”).

Principal Amount:

\$625,000,000 aggregate principal amount of the 2032 Notes.

\$625,000,000 aggregate principal amount of the 2050 Notes.

Interest:

Interest on the 2032 Notes is payable semi-annually in arrears in equal installments on April 15 and October 15 of each year, commencing April 15, 2021 until the maturity date for the 2032 Notes. The 2032 Notes will bear interest at the rate of 1.875% per annum. Interest on the 2032 Notes will accrue from October 15, 2020.

Interest on the 2050 Notes is payable semi-annually in arrears in equal installments on March 4 and September 4 of each year, commencing March 4, 2021 until the maturity

date for the 2050 Notes. The 2050 Notes will bear interest at the rate of 2.625% per annum. Interest on the 2050 Notes will accrue from September 4, 2020. The interest payable on the 2050 Notes on March 4, 2021 will include interest deemed to have accrued from and including September 4, 2020 to, but excluding, October 15, 2020, totaling \$1,868,489.58. Such accrued interest shall be paid by the purchasers of the 2050 Notes.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months and for any period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period.

Interest on the Notes will be paid to the persons in whose names such Notes are registered at the close of business 15 days prior to the relevant interest payment date (or to the applicable depository, as the case may be).

Maturity Date:

The 2032 Notes will mature on October 15, 2032.

The 2050 Notes will mature on September 4, 2050.

Currency of Denomination:

The Notes will be denominated in United States Dollars (\$).

Currency of Payment:

All payments of interest and principal, including payments made upon any redemption of the Notes, will be made in United States Dollars (\$).

Form and Denomination:

Book-entry form only represented by one or more global securities deposited with The Depository Trust Company, including its participants Clearstream or Euroclear, or their respective designated custodian, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Change of Control:

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

Optional Redemption:

Prior to the Applicable Par Call Date (as defined below), the Company may, at its option, redeem the 2032 Notes and the 2050 Notes, in whole at any time or in part from time to time, at the redemption prices described under the caption “Description of Notes—Optional Redemption” in the Pricing Prospectus.

On or after the Applicable Par Call Date, the Company may, at its option, redeem the 2032 Notes and the 2050 Notes, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of such Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

“**Applicable Par Call Date**” means (i) with respect to the 2032 Notes, July 15, 2032 (the date that is three months prior to the scheduled maturity date for the 2032 Notes) and (ii) with respect to the 2050 Notes, March 4, 2050 (the date that is six months prior to the scheduled maturity date for the 2050 Notes).

Conversion Provisions:

None.

Sinking Fund:

None.

Listing:

None.

Purchase Price:

For the 2032 Notes, 99.390%, plus accrued interest, if any, from October 15, 2020.

For the 2050 Notes, 95.853%, plus accrued interest from September 4, 2020.

Expected Reoffering Price:

For the 2032 Notes, 99.765%, plus accrued interest, if any, from October 15, 2020.

For the 2050 Notes, 96.353%, plus accrued interest from September 4, 2020.

OTHER MATTERS**Closing:**

9:00 a.m., New York City time, on October 15, 2020, at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017. Payment for the Notes will be made in Federal (same day) funds.

Settlement and Trading:

Book-Entry Only via DTC, Clearstream or Euroclear.

Names and Addresses of the Representatives and Lead Underwriters:

Barclays Capital Inc.
745 Seventh Avenue
New York, NY 10019
Attention: Syndicate Registration
Facsimile: (646) 834-8133

BofA Securities, Inc.
One Bryant Park
New York, NY 10036
Attention: High Grade Debt Capital Markets Transaction Management/Legal
Facsimile: 212-901-7881
E-mail: dg.hg.ua_notices@bofa.com

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, NY 10010-3629
Attention: IB-Legal
Facsimile: (212) 325-4296

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For purposes of the Underwriting Agreement, the "Applicable Time" shall be 4:45 p.m. (New York City time) on September 30, 2020.

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

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

Recognition of U.S. Special Resolution Regimes:

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

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

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

“Covered Entity” means any of the following:

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

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

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

(Remainder of page intentionally left blank)

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

Very truly yours,

MONDELEZ INTERNATIONAL, INC.

By: /s/ Michael Call

Name: Michael Call

Title: Vice President and Treasurer

[SIGNATURE PAGE TO TERMS AGREEMENT]

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

BARCLAYS CAPITAL INC.

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

BOFA SECURITIES, INC.

By: /s/ Sandeep Chawla
Name: Sandeep Chawla
Title: Managing Director

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ Kashif Malik
Name: Kashif Malik
Title: Managing Director

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

[SIGNATURE PAGE TO TERMS AGREEMENT]

SCHEDULE A

<u>Underwriters</u>	<u>Principal Amount of 2032 Notes</u>	<u>Principal Amount of 2050 Notes</u>
Barclays Capital Inc.	\$117,187,000	\$117,187,000
BofA Securities, Inc.	\$117,187,000	\$117,187,000
Credit Suisse Securities (USA) LLC	\$117,187,000	\$117,187,000
Mizuho Securities USA LLC	\$117,187,000	\$117,187,000
BBVA Securities Inc.	\$ 17,969,000	\$ 17,969,000
Morgan Stanley & Co. LLC	\$ 17,969,000	\$ 17,969,000
PNC Capital Markets LLC	\$ 17,969,000	\$ 17,969,000
Santander Investment Securities Inc.	\$ 17,969,000	\$ 17,969,000
SMBC Nikko Securities America, Inc.	\$ 17,969,000	\$ 17,969,000
Truist Securities, Inc.	\$ 17,969,000	\$ 17,969,000
U.S. Bancorp Investments, Inc.	\$ 17,969,000	\$ 17,969,000
Westpac Capital Markets LLC	\$ 17,969,000	\$ 17,969,000
Academy Securities, Inc.	\$ 6,250,000	\$ 6,250,000
Loop Capital Markets LLC	\$ 6,250,000	\$ 6,250,000
Total	\$625,000,000	\$625,000,000



Contact: Tom Armitage (Media) Shep Dunlap (Investors)
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 news@mdlz.com ir@mdlz.com

Mondelēz International Announces Cash Tender Offer

CHICAGO, IL, September 30, 2020 – Mondelēz International, Inc. (NASDAQ: MDLZ) (“Mondelēz International”) today announced its offer to purchase (the “Tender Offer”) for cash up to an aggregate amount, including premium, but excluding any Accrued Interest (as defined below), of \$1,000,000,000 (such amount as it may be amended, the “Maximum Tender Amount”) of the debt securities listed in the table (the “Notes”), each issued under the applicable indenture, as supplemented by the applicable officers’ certificate, governing each series of Notes.

Title of Security	CUSIP / ISIN	Applicable Maturity Date / Par Call Date	Aggregate Principal Amount Outstanding	Acceptance Priority Level(1)	Maximum Tender SubCaps	Reference U.S. Treasury Security	Bloomberg Reference Page	Fixed Spread (basis points)	Early Tender Premium(2)
Group 1 Notes									
7.000% Notes due 2037(3)	50075N AR5 / US50075NAR52	August 11, 2037	\$127,947,000	1	\$200,000,000	1.250% U.S. Treasury due May 15, 2050	PX1	105	\$30
6.875% Notes due 2038(4)	50075N AT1 / US50075NAT19	February 1, 2038	\$183,317,000	2		1.250% U.S. Treasury due May 15, 2050	PX1	105	\$30
6.875% Notes due 2039(3)	50075N AW4 / US50075NAW48	January 26, 2039	\$165,931,000	3		1.250% U.S. Treasury due May 15, 2050	PX1	110	\$30
6.500% Notes due 2031(3)(4)	50075N AC8 / US50075NAC83	November 1, 2031	\$274,571,000	4		0.625% U.S. Treasury due August 15, 2030	PX1	105	\$30
6.500% Notes due 2040(3)	50075N AZ7 / US50075NAZ78	February 9, 2040	\$260,540,000	5		1.250% U.S. Treasury due May 15, 2050	PX1	110	\$30
4.625% Notes due 2048	609207 AP0 / US609207AP00	November 7, 2047*	\$300,000,000	6		1.250% U.S. Treasury due May 15, 2050	PX1	115	\$30
Group 2 Notes									
4.000% Notes due 2024	609207 AB1 / US609207AB14	November 1, 2023*	\$695,582,000	7	\$800,000,000	1.625% U.S. Treasury due October 31, 2023	PX5	17.5	\$30
3.625% Notes due 2023	609207 AQ8 / US609207AQ82	April 7, 2023*	\$750,000,000	8		1.500% U.S. Treasury due March 31, 2023	PX5	15	\$30
3.625% Notes due 2026	609207 AR6 / US609207AR65	December 13, 2025*	\$600,000,000	9		0.250% U.S. Treasury due September 30, 2025	PX1	55	\$30
4.125% Notes due 2028	609207 AM7 / US609207AM78	February 7, 2028*	\$700,000,000	10		0.625% U.S. Treasury due August 15, 2030	PX1	55	\$30

- (1) Mondelēz will accept Notes in the order of their respective Acceptance Priority Level specified in the table above (each, an “Acceptance Priority Level,” with “1” being the highest Acceptance Priority Level and “10” being the lowest Acceptance Priority Level), subject to the terms and conditions described elsewhere in the Offer to Purchase, including the Maximum Tender Amount and each applicable Maximum Tender SubCap.
- (2) Per \$1,000 principal amount of Notes.
- (3) Issuer formerly known as Kraft Foods Inc.
- (4) Admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.
- * Refers to the Par Call Date for such series of Notes.

The Tender Offer is being made upon the terms and subject to the conditions set forth in the Offer to Purchase, dated September 30, 2020 (as the same may be amended or supplemented from time to time, the “Offer to Purchase”), including the Financing Condition (as defined below). The Tender Offer is open to all holders (individually, a “Holder,” and collectively, the “Holders”) of the applicable Notes.

Barclays Capital Inc., BofA Securities, Inc., Credit Suisse Securities (USA) LLC and Mizuho Securities USA LLC are serving as lead dealer managers (the “Lead Dealer Managers”) for the Tender Offer. Global Bondholder Services Corporation is acting as information agent (the “Information Agent”) and depository (the “Depository”) in connection with the Tender Offer.

Copies of the Offer to Purchase are available from the Depository and Information Agent as set out below. Capitalized terms used in this press release but not defined have the meanings given to them in the Offer to Purchase.

Notwithstanding the Maximum Tender Amount, Mondelēz International will accept for purchase (i) no more than an aggregate amount, including premium but excluding any Accrued Interest, of \$200,000,000 (such amount as it may be amended, the “Group 1 SubCap”) of the validly tendered Notes listed under the heading “Group 1 Notes” in the table above, and (ii) no more than an aggregate amount, including premium but excluding any Accrued Interest, of \$800,000,000 (such amount as it may be amended, the “Group 2 SubCap” and, together with the Group 1 SubCap, each an applicable “Maximum Tender SubCap” and, collectively, the “Maximum Tender SubCaps”) of the validly tendered Notes listed under the heading “Group 2 Notes” in the table above, each subject to the applicable Acceptance Priority Level (as defined below). The amount of a series of Notes that is purchased in the Tender Offer will be based on the order of priority (the “Acceptance Priority Level”) for such series as set forth in the table above, subject to the applicable Maximum Tender SubCap (provided that Notes validly tendered and not validly withdrawn at or prior to the Early Tender Date will be purchased prior to any Notes tendered after the Early Tender Date, regardless of the Acceptance Priority Level of such Notes validly tendered after the Early Tender Date).

Timetable for the Offers

Date	Calendar Dates
Commencement of the Tender Offer	September 30, 2020.
Early Tender Date	5:00 p.m., New York City time, on Wednesday, October 14, 2020, unless extended.
Withdrawal Deadline	5:00 p.m., New York City time, on Wednesday, October 14, 2020, unless extended.
Price Determination Date	10:00 a.m., New York City time, on Thursday, October 15, 2020, unless extended.
Initial Settlement Date	Expected to be the second business day after the Early Tender Date. The expected Initial Settlement Date is Friday, October 16, 2020, assuming that the conditions to the Tender Offer are satisfied or waived.
Expiration Date	11:59 p.m., New York City time, on Wednesday, October 28, 2020, unless extended.
Final Settlement Date	Expected to be the second business day after the Expiration Date. The expected Final Settlement Date is Friday, October 30, 2020, assuming the Maximum Tender Amount of Notes is not purchased on the Initial Settlement Date and assuming that the conditions to the Tender Offer are satisfied or waived.

Details of the Tender Offer

The consideration paid in the Tender Offer will be determined in the manner described in the Offer to Purchase by reference to the applicable fixed spread over the yield to maturity of the applicable U.S. Treasury Security as specified in the table above as calculated by the Lead Dealer Managers for the Tender Offer at 10:00 a.m., New York City time, on Thursday, October 15, 2020 (such time and date, as the same may be extended, the “Price Determination Date”). Holders who validly tender (and who do not validly withdraw) their Notes at or prior to 5:00 p.m., New York City time, on Wednesday, October 14, 2020 (such date and time, as the same may be extended, the “Early Tender Date”) and whose Notes are accepted for purchase will receive the applicable “Total Consideration,” which includes an early tender premium of \$30 per \$1,000 principal amount of the Notes accepted for purchase (the “Early Tender Premium”). Holders who validly tender (and who do not validly withdraw) their Notes after the Early Tender Date and at or prior to 11:59 p.m., New York City time, on Wednesday, October 28, 2020, unless extended (such date and time, as the same may be extended, the “Expiration Date”), and whose Notes are accepted for purchase will only receive the applicable Tender Consideration per \$1,000 principal amount of Notes tendered by such Holders that are accepted for purchase, which is equal to the applicable Total Consideration minus the Early Tender Premium. In addition to the Total Consideration or the Tender Offer Consideration, as applicable, all Holders of Notes accepted for purchase will also receive accrued and unpaid interest on such \$1,000 principal amount of Notes from the last applicable interest payment date up to, but not including, the applicable settlement date, payable on the applicable settlement date (“Accrued Interest”). Assuming the Tender Offer is not extended and the conditions to the Tender Offer are satisfied or waived, Mondelēz International expects (i) that settlement for Notes validly tendered and not validly withdrawn at or prior to the Early Tender Date and accepted for purchase pursuant to the Tender Offer will be on Friday, October 16, 2020, but Mondelēz International reserves the right, in its sole discretion, to designate such settlement date at any date following the Early Tender Date, and (ii) that settlement for any Notes validly tendered and not validly withdrawn after the Early Tender Date and at or prior to the Expiration Date and accepted for purchase will be on Friday, October 30, 2020.

Notes tendered in the Tender Offer may be validly withdrawn at any time at or prior to 5:00 p.m., New York City time, on Wednesday, October 14, 2020 (such date and time, as the same may be extended, the “Withdrawal Deadline”), but not thereafter unless Mondelēz International is otherwise required by applicable law to permit withdrawal.

The amount of a series of Notes that is purchased in the Tender Offer will be based on the applicable Acceptance Priority Level for such series as set forth in the table on the front cover of the Offer to Purchase, with “1” being the highest Acceptance Priority Level and “10” being the lowest Acceptance Priority Level, subject to the applicable Maximum Tender SubCap (provided that Notes validly tendered and not validly withdrawn at or prior to the Early Tender Date will be purchased prior to any Notes tendered after the Early Tender Date, regardless of the Acceptance Priority Level of such Notes validly tendered after the Early Tender Date).

Notwithstanding any other provision of the Tender Offer, the obligation of Mondelēz International to accept for purchase, and to pay for, any Notes validly tendered and not validly withdrawn is further subject to, and conditioned upon, the successful completion (in Mondelēz International's sole opinion) of some form of debt financing designated to raise sufficient funds to purchase all Notes validly tendered and not validly withdrawn, including premium but excluding any Accrued Interest, subject to the Maximum Tender Amount and the applicable Maximum Tender SubCap, and accepted for purchase by Mondelēz International and to pay all fees and expenses in connection with the Tender Offer (the "Financing Condition"), unless Mondelēz International (in its sole discretion) elects to waive the Financing Condition. The terms of such debt financing will be determined by market conditions and other factors at the time it occurs. No assurances can be given that Mondelēz International will in fact complete such debt financing. Consummation of the Tender Offer is expressly contingent upon, among other things, Mondelēz International obtaining financing on terms satisfactory to Mondelēz International.

Validly tendered Notes may be withdrawn at any time at or prior to the Withdrawal Deadline. After such time, Holders may not withdraw their Notes, unless Mondelēz International is otherwise required by applicable law to permit withdrawal, in which case withdrawal rights will be extended, in accordance with applicable law, as Mondelēz International determines to be appropriate to allow tendering Holders a reasonable opportunity to respond. In the event of a termination of the Tender Offer either in whole or with respect to any series of Notes, any Notes as to which the Tender Offer has been terminated that have been validly tendered will be promptly returned in accordance with applicable law. Notes tendered pursuant to the Tender Offer and not purchased due to the Maximum Tender Amount, applicable Maximum Tender SubCap, priority acceptance procedures, proration or a defect in the tender will be returned to the tendering Holders promptly following the Expiration Date.

Subject to applicable law, the Tender Offer may be terminated or withdrawn in whole or terminated or withdrawn with respect to any or all series of Notes. Mondelēz International reserves the right, subject to applicable law, to: (i) waive any and all conditions to the Tender Offer, including the Financing Condition with respect to any or all series of Notes; (ii) extend or terminate the Tender Offer with respect to any or all series of Notes; (iii) increase or decrease the Maximum Tender Amount or any Maximum Tender SubCap; or (iv) otherwise amend the Tender Offer with respect to any or all series of Notes, in each case, in their sole discretion without extending the Withdrawal Deadline or otherwise reinstating withdrawal rights. If Mondelēz International makes a change, increases or decreases the Maximum Tender Amount or any Maximum Tender SubCap, Holders will not be able to withdraw any of their previously tendered Notes.

This announcement is for informational purposes only. This announcement is not an offer to purchase or a solicitation of an offer to purchase with respect to any Notes. The Tender Offer is being made solely pursuant to the Offer to Purchase. The Tender Offer is not being made to Holders in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In any jurisdiction in which the securities laws or blue sky laws require the Tender Offer to be made by a licensed broker or dealer, the Tender Offer will be deemed to be made on behalf of Mondelēz International by the Dealer Managers or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

The Depositary and Information Agent for the Offers is Global Bondholder Services Corporation. Any questions or requests for assistance or additional copies of this Offer to Purchase may be directed to the Depositary and Information Agent at 65 Broadway – Suite 404, New York, New York 10006, e-mail: contact@gbsc-usa.com, banks and brokers call: 212-430-3774, all others call toll free (U.S. only): 866-470-4500.

The Lead Dealer Managers for the Tender Offer are Barclays Capital Inc., BofA Securities, Inc., Credit Suisse Securities (USA) LLC and Mizuho Securities USA LLC. Any questions related to the terms of the Offers may be directed to Barclays Capital Inc. at 745 Seventh Avenue, 5th Floor, New York, New York 10019, attention: Liability Management Group, toll free: (800) 438-3242, collect: (212) 528-7581, BofA Securities, Inc. at 620 South Tryon Street, 20th Floor, Charlotte, North Carolina 28255, attention: Liability Management Group, collect: (980) 387-3907, e-mail: debt_advisory@bofa.com, Credit Suisse Securities (USA) LLC at 11 Madison Avenue, New York, New York 10010, attention: Liability Management Group, toll free: (800) 820-1653, collect: (212) 325-7823, and Mizuho Securities USA LLC at 1271 Avenue of the Americas, New York, New York 10020, attention: Liability Management Group, toll free: (866) 271-7403, collect: (212) 205-7736.

The Senior Co-Managers for the Tender Offer are BBVA Securities Inc., Morgan Stanley & Co. LLC, PNC Capital Markets LLC, Santander Investment Securities Inc., SMBC Nikko Securities America, Inc., Truist Securities, Inc. and U.S. Bancorp Investments, Inc., and the Co-Managers for the Tender Offer are Academy Securities, Inc. and Loop Capital Markets LLC.

About Mondelēz International

Mondelēz International, Inc. (NASDAQ: MDLZ) empowers people to snack right in over 150 countries around the world. With 2019 net revenues of approximately \$26 billion, Mondelēz International is leading the future of snacking with iconic global and local brands such as *OREO*, *belVita* and *LU* biscuits; *Cadbury Dairy Milk*, *Milka* and *Toblerone* chocolate; *Sour Patch Kids* candy and *Trident* gum. Mondelēz International is a proud member of the Standard and Poor's 500, Nasdaq 100 and Dow Jones Sustainability Index.

Forward-Looking Statements

This press release contains a number of forward-looking statements. Words, and variations of words, such as “will,” “may,” “expect,” “intend” and similar expressions are intended to identify Mondelēz International’s forward-looking statements, including, but not limited to, statements about the offer to purchase. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond the Mondelēz International’s control, which could cause Mondelēz International’s actual results to differ materially from those indicated in Mondelēz International’s forward-looking statements. Please see Mondelēz International’s risk factors, as they may be amended from time to time, set forth in its filings with the U.S. Securities and Exchange Commission, including Mondelēz International’s most recently filed Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. Mondelēz International disclaims and does not undertake any obligation to update or revise any forward-looking statement in this press release, except as required by applicable law or regulation.