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

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): August 1, 2018**

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**MONDELÉZ INTERNATIONAL, INC.**

(Exact name of registrant as specified in its charter)

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**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.)

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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))

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.

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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

As previously announced on our Current Report on Form 8-K filed June 19, 2018, effective August 1, 2018, Luca Zaramella became our Executive Vice President and Chief Financial Officer.

In addition, effective August 1, 2018, Mondelēz Global LLC and Mr. Zaramella entered into an international permanent transfer letter (the "Letter"). The Letter memorializes Mr. Zaramella's cash compensation as also disclosed in our Current Report on Form 8-K filed June 19, 2018, including an annual base salary of \$700,000 and a target annual incentive of 100% of annual base salary. The Letter provides that Mr. Zaramella will be entitled to permanent residence assistance for up to 12 months following his localization date. Mr. Zaramella will be eligible for U.S. benefits and incentive programs.

The forgoing description of the Letter is qualified in its entirety by reference to the complete terms and conditions of the Letter, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

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

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

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#"><u>International Permanent Transfer Letter, between Mondelēz Global LLC and Luca Zaramella, effective August 1, 2018.</u></a>

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**SIGNATURES**

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

**MONDELÉZ INTERNATIONAL, INC.**

By: /s/ Carol J. Ward

Name: Carol J. Ward

Title: Vice President and Corporate Secretary

Date: August 7, 2018



PRIVATE AND CONFIDENTIAL

Luca Zaramella

June 21, 2018

**INTERNATIONAL PERMANENT TRANSFER LETTER**

Dear Luca,

We are pleased to confirm the terms of your international transfer with Mondelez Global LLC (“The Company”). Your new position details are as follows:

New Position:	Chief Financial Officer
New Location:	Deerfield, IL, United States
Salary Band/Grade:	B
Anticipated Assignment Start Date:	August 1, 2018

This assignment is subject to your acceptance of the terms outlined in this letter.

As of your transfer date, your existing terms and conditions of employment with Mondelez EU GmbH. will cease and you will be hired as a local United States employee, compensated within the United States salary structure and eligible for the United States benefits and incentive programs. Your position as a United States employee will require compliance with relevant tax laws and maintenance of legal employment authorization under the United States law.

**Compensation Details**

Listed below are details of your compensation.

Annual Base Pay	USD 700,000
Target Annual Incentive 100%	USD 700,000
<b>Total Annual Target Cash Compensation</b>	<b>USD 1,400,000</b>

With your transfer, your base salary and target incentive will be quoted in the United States currency and will be reviewed in line with the United States compensation practices.

Luca Zaramella

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### **Relocation Support**

You will be entitled to home search and home purchase assistance in the United States per the United States domestic relocation policy.

If you relocate to a new accommodation, the Company will provide for the move of your household goods from your rental property to your new home and provide a relocation allowance. This allowance is equal to one-half of one month of host gross base salary capped at the mid-point of Band G and subject to tax deduction of the United States taxes.

The relocation assistance above will be available for up to 12 months following your localization date and it is conditional upon your agreement and signature on the attached Relocation Repayment Agreement.

### **Security Deposit**

The security deposit on your current lease of USD 9,000 must be returned to the company within 60 days on your localization.

### **Tax Services**

As a local United States employee, you will be responsible for payment of actual United States income and social taxes, as required by law. You will be provided with a home country tax departure meeting and assistance with tax filings in the United States in your year of transfer and the following year, using the Company selected tax service provider. After this time, all further filings are your responsibility.

### **Benefits**

As a local United States employee, you will be eligible to participate in the benefits programs available to the United States employees. Details of the benefits plans will be provided separately.

As of your effective date, you will follow the United States vacation accrual schedule based on your total length of service with Mondelēz and prorated for your start date on the United States payroll.

### **Employment Status**

Mondelēz will apply for permanent residency status on your behalf. Our commitment includes the use of Mondelēz-selected immigration attorneys and payment of legal and filing fees. Costs for required medical exams are not covered. Should you leave the Company's employment for any reason during the processing of the application, or for a two-year period following the approval of the application (date the permanent residency stamp is entered into your passport), you will be required to reimburse the Company for all application costs incurred by the Company within 30 days after termination.



In the event that your employment is involuntarily terminated, without cause, prior to the receipt of your permanent residency Mondelēz will reimburse the cost of the return flight for you and your dependents to Italy and the costs to move your household goods back to Italy. No other costs will be covered.

Likewise, if you resign from Mondelēz prior to receipt of your permanent residency status, you will be fully responsible for all costs associated with your required departure from the United States.

You will be an employee of the United States and your employment status will be governed by and shall be construed in accordance with the laws of the United States. As such, your status will be that of an "at will" employee. This means that either you or Mondelēz is free to terminate the employment relationship at any time, for any reason.

Should your employment terminate involuntarily due to circumstances that would make you eligible for severance pay under the United States Mondelēz Severance Pay Plan, your full years of service with Mondelēz will be recognized to calculate your severance payment.

Any dispute in connection with your employment shall be resolved in accord with the dispute resolution mechanism procedure that is customary in the United States.

Any potential future assignments back in your home country and the associated compensation packages (expatriate vs. local) will be evaluated on a case-by-case basis. We trust this provides clarification on your transfer details.

/s/ Dave Pendleton  
Dave Pendleton  
SVP, Rewards & HR Solutions

August 1, 2018  
Date

I agree to the terms and conditions contained in this Permanent Transfer Letter.

/s/ Luca Zaramella  
Luca Zaramella

July 31, 2018  
Date



**EMPLOYEE EXPENSE REPAYMENT AGREEMENT**

Mondelēz International (“Mondelēz”) and Luca Zaramella enter into this Employee Repayment Agreement (“Agreement”) as of the date I sign the Agreement.

Mondelēz and I acknowledge and agree that:

- Mondelēz is willing to advance/reimburse my employment Relocation Expenses.
- “Relocation Expenses” means any and all fees, costs, expenses or losses incurred by Mondelēz related to my relocation including those associated with (a) my new residence; (b) relocation allowance; and, (c) any tax gross-up.
- Mondelēz will inform me of my total Relocation Expenses upon request to my Human Resources professional.
- I will repay Mondelēz the full amount of my Relocation Expenses upon demand or on any other terms that we agree to in writing if my employment terminates, voluntarily or involuntarily for cause, with or without notice, within 24 months of the later of the date I sign this Agreement or my first day of active employment.

**THE FOLLOWING TERMS APPLY TO THE ABOVE STATEMENTS**

- I will not owe any expenses incurred by Mondelēz under this Agreement if my employment terminates involuntarily due to circumstances that would make me eligible for severance pay under the Mondelēz Severance Pay Plan applicable to my position at the time of termination.
- This Agreement does not mean that I will be a Mondelēz employee for any particular time or that there will be no change in my assigned facility, job title or job responsibilities. Mondelēz or I may terminate my employment at will and at any time without affecting my obligations under this Agreement.
- There will be no proration of my repayment obligation for any reason. I authorize Mondelēz to recover any portion of these expenses from any salary, bonus or other incentive pay, vacation pay or other funds owed to me. I will pay interest at the rate of 9% per year or at the highest rate allowed under Illinois law (if lower than 9%) on any amount that remains unpaid after demand.
- We will resolve any disputes relating to this Agreement by arbitration governed by the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceedings will take place in Chicago, Illinois and the sole arbitrator will apply the law applicable to contracts made and fully performed in Illinois. The prevailing party will be awarded its attorneys’ fees and arbitration expenses. If both parties waive, and the arbitrator will have no authority to award punitive damages. Any court having jurisdiction may enter judgment on the award made by the arbitrator.

All the terms and conditions of our understanding are in this Agreement and they can only be modified in a writing signed by a Mondelēz Human Resources Vice President. I understand that without exception no manger, employee or other representative of Mondelez is authorized to modify or waive any of these terms in any way. I have read, understood, and had the opportunity to discuss this Agreement with my lawyer.

**EMPLOYEE**

/s/ Luca Zaramella  
Date: 07/31/2018

**MONDELEZ INTERNATIONAL**

Representative: /s/ Dave Pendleton  
HR Title: SVP Total Rewards  
Date: 8/1/2018