EDGAR Online

MONDELEZ INTERNATIONAL, INC.

FORM 10-K
(Annual Report)

Filed 02/25/13 for the Period Ending 12/31/12

Address	THREE PARKWAY NORTH DEERFIELD, IL 60015
Telephone	847-943-4000
CIK	0001103982
Symbol	MDLZ
SIC Code	2000 - Food and kindred products
Industry	Food Processing
Sector	Consumer/Non-Cyclical
Fiscal Year	12/31

Powered By EDGAR Online
http://www.edgar-online.com
© Copyright 2013, EDGAR Online, Inc. All Rights Reserved.
Distribution and use of this document restricted under EDGAR Online, Inc. Terms of Use.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark one)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2012

OR

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

COMMISSION FILE NUMBER 1-16483

Mondelēz International, Inc.
(Exact name of registrant as specified in its charter)

Virginia (State or other jurisdiction of incorporation or organization)	**52-2284372** (I.R.S. Employer Identification No.)
Three Parkway North, Deerfield, Illinois (Address of principal executive offices)	**60015** (Zip Code)

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

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

Title of each class	Name of each exchange on which registered
Class A Common Stock, no par value	The NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Note: Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 or 15(d) of the Exchange Act from their obligations under those Sections.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

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

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐
(Do not check if a smaller reporting company)

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

The aggregate market value of the shares of Class A Common Stock held by non-affiliates of the registrant, computed by reference to the closing price of such stock on June 30, 2012, was $69 billion. At January 31, 2013, there were 1,778,287,539 shares of the registrant's Class A Common Stock outstanding.

Documents Incorporated by Reference

Portions of the registrant's definitive proxy statement to be filed with the Securities and Exchange Commission in connection with its annual meeting of shareholders expected to be held on May 21, 2013 are incorporated by reference into Part III hereof.

Mondelēz International, Inc.

		Page No.
Part I –		
Item 1.	Business	1
Item 1A.	Risk Factors	9
Item 1B.	Unresolved Staff Comments	15
Item 2.	Properties	15
Item 3.	Legal Proceedings	16
Item 4.	Mine Safety Disclosures	16
Part II –		
Item 5.	Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	17
Item 6.	Selected Financial Data	19
Item 7.	Management's Discussion and Analysis of Financial Condition and Results of Operations:	20
	Discussion and Analysis	21
	Critical Accounting Policies	37
	Commodity Trends	43
	Liquidity and Capital Resources	44
	Off-Balance Sheet Arrangements and Aggregate Contractual Obligations	46
	Equity and Dividends	47
	2013 Outlook	47
	Non-GAAP Financial Measures	48
Item 7A.	Quantitative and Qualitative Disclosures about Market Risk	52
Item 8.	Financial Statements and Supplementary Data:	53
	Report of Management on Internal Control over Financial Reporting	53
	Report of Independent Registered Public Accounting Firm	54
	Consolidated Statements of Earnings for the Years Ended December 31, 2012, 2011 and 2010	55
	Consolidated Statements of Comprehensive Earnings for the Years Ended December 31, 2012, 2011 and 2010	56
	Consolidated Balance Sheets at December 31, 2012 and 2011	57
	Consolidated Statements of Equity for the Years Ended December 31, 2012, 2011 and 2010	58
	Consolidated Statements of Cash Flows for the Years Ended December 31, 2012, 2011 and 2010	59
	Notes to Consolidated Financial Statements	60
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	102
Item 9A.	Controls and Procedures	102
Item 9B.	Other Information	102
Part III –		
Item 10.	Directors, Executive Officers and Corporate Governance	102
Item 11.	Executive Compensation	102
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	103
Item 13.	Certain Relationships and Related Transactions, and Director Independence	103
Item 14.	Principal Accountant Fees and Services	103
Part IV –		
Item 15.	Exhibits and Financial Statement Schedules	103
	Signatures	107
	Report of Independent Registered Public Accounting Firm on Financial Statement Schedule	S-1
	Valuation and Qualifying Accounts	S-2

In this report, for all periods presented, "we," "us," "our," and "Mondelēz International," refer to Mondelēz International, Inc. and subsidiaries (formerly Kraft Foods Inc. and subsidiaries). References to "Common Stock" refer to our Class A common stock.

Table of Contents

Forward-looking Statements

This report contains a number of forward-looking statements. Words, and variations of words, such as “goals,” “expect,” “plan,” “drive,” “focus,” “believe,” “anticipate,” “estimate” and similar expressions are intended to identify our forward-looking statements, including but not limited to those related to our Strategy, in particular, our goal to deliver top-tier financial performance, our expectation to drive substantial growth, our market-leading positions, our expansion plans, sales and earnings growth and our Power Brands and Priority Markets; Spin-Off Costs; price volatility; cost environment; measures to address increased costs; raw material prices and supply; new laws and regulations; environmental compliance and resolutions; relationships with employees and representatives; our Legal Matters; Cadbury synergies; Restructuring Program costs; Integration Program costs; deferred tax assets; our accounting estimates; U.S. Confections and Europe Biscuits fair value; employee benefit plan net expenses, obligations and assumptions; pension expenses, contributions and assumptions; pension costs related to the Hostess bankruptcy; our liquidity and funding sources; capital expenditures and funding; financial and long-term debt covenants; debt repayment and funding; guarantees; our aggregate contractual obligations; dividends; our 2013 Outlook, in particular, 2013 Organic Net Revenue growth and Operating EPS; and our risk management program, including the use of financial instruments for hedging activities.

These forward-looking statements are subject to a number of risks and uncertainties, and the cautionary statements contained in the “Risk Factors” found in this Annual Report on Form 10-K identify important factors that could cause actual results to differ materially from those in our forward-looking statements. Such factors include, but are not limited to, continued volatility of commodity and other input costs, pricing actions, increased competition, our ability to differentiate our products from retailer brands, increased costs of sales, regulatory or legal restrictions, actions or delays, a shift in our product mix to lower margin offerings, private label, risks from operating globally, continued consumer weakness, weakness in economic conditions, our labor force and tax law changes. We disclaim and do not undertake any obligation to update or revise any forward-looking statement in this report.

PART I

Item 1. Business.

General

Mondelēz International is one of the world’s largest snack companies with global net revenues of $35.0 billion and earnings from continuing operations of $1.6 billion in 2012. Beginning on October 1, 2012, following the spin-off of our North American grocery operations to our shareholders (the “Spin-Off”), Mondelēz International is a “new” company in name and strategy, yet we carry forward the values of our legacy organization and the heritage of our iconic brands.

Our vision is to *Create Delicious Moments of Joy* . We support this vision by manufacturing and marketing delicious food and beverage products for consumers in approximately 165 countries around the world.

We are a *Global Snacks Powerhouse* . We hold leading market shares in every category and every region of the world in which we compete. We hold the No. 1 position globally in biscuits, chocolate, candy and powdered beverages as well as the No. 2 position in gum and coffee. Our portfolio includes nine brands with annual revenues exceeding $1 billion each including *Oreo* , *Nabisco* and *LU* biscuits; *Milka, Cadbury Dairy Milk* and *Cadbury* chocolates; *Trident* gum; *Jacobs* coffee; and *Tang* powdered beverage. In addition, our portfolio of snack foods and refreshments includes 52 brands which each generated annual revenues of more than $100 million in 2012.

Upon completing the Spin-Off of Kraft Foods Group, Inc., we changed our name from Kraft Foods Inc. to Mondelēz International, Inc. Our name reflects our vision to create a more *delicious world* in which to live. Following the Spin-Off, on October 2, 2012, our shares began to trade on The NASDAQ Global Select Market under the new symbol “MDLZ.” We remain incorporated in the Commonwealth of Virginia since 2000 and we continue to be a proud member of the Standard & Poor’s 500 and the Dow Jones Sustainability Index. (For more information on the *Spin-Off of Kraft Foods Group* , see *Significant Divestitures and Acquisitions* below and Note 2, *Divestitures and Acquisitions* , to the consolidated financial statements.)

Strategy

As a Global Snacks Powerhouse, we intend to leverage our core strengths, including market leadership positions across our categories and a significant presence in every geography, to achieve two primary goals: deliver top-tier financial performance and be a great place to work. We plan to achieve these goals by executing five strategies:

- *Unleash the Power of Our People.* We recognize the importance of our people living out our shared vision and delivering on our shared goals with joy, commitment and unquestioned integrity. With our employees, we are creating collaborative, creative, learning communities to share good ideas and execute plans more efficiently and effectively.
- *Transform Snacking* . Our global *Power Brands* are the heart of our competitive advantage. They enable us to fulfill consumers' needs with a full range of snacking choices that fuel the body, treat the spirit and boost the mind. By skewing resources to these brands, we expect to drive substantial growth. In addition, our global innovation platforms, such as those that help consumers "sustain energy" or "satisfy hunger," allow us to quickly adapt successful products from one market to many others. By meeting the needs of consumers and continually innovating our existing portfolio of products, we expect to grow and maintain our market-leading positions.
- *Revolutionize Selling.* Following our acquisitions of the *LU* biscuit business in 2007 and Cadbury Limited in 2010, we significantly expanded our routes to market around the globe, particularly in emerging markets. We plan to expand and further develop best-in-class sales and distribution capabilities across our key markets in both developing and developed markets.
- *Drive Efficiency to Fuel Growth.* We drive growth by managing our business through a virtuous cycle to deliver great quality at advantaged costs. To drive sales and earnings growth, we focus on our *Power Brands* and *Priority Markets* , we work to expand margins through overhead discipline and by leveraging lean and simple cost management programs within our integrated supply chain. We then reinvest savings to pursue additional targeted growth opportunities within our portfolio.
- *Protect the Well-being of Our Planet.* We are committed to growing our business while protecting our planet and its people. To accomplish this, we deliver safe, high-quality foods and ensure a safe work environment for our employees. We also create foods that fit the way people eat today and provide balanced snacking choices by inventing new solutions and improving our nutritional profile. We protect our resources, focusing on where we can have the greatest impact. We empower farming communities to deliver innovative solutions throughout our ingredient supply chain. We drive resource efficiency and design sustainability into our operations to minimize the toll we have on the planet.

Reportable Segments

We manage our global business and report operating results through three geographic units: Developing Markets, Europe and North America. In connection with the divestiture of Kraft Foods Group, we divested and no longer report on the following segments within our results from continuing operations: U.S. Beverages, U.S. Cheese, U.S. Convenient Meals and U.S. Grocery. Our remaining businesses within North America are predominantly snacks businesses. Our segment results in this Annual Report on Form 10-K reflect these changes for all periods presented.

Beginning in 2013, our segment structure will change. In December 2012, we announced a reorganization of our business and reporting structure following the Spin-Off. Effective January 1, 2013, our operations, management and segments will be reorganized into five operating segments: Asia Pacific; Eastern Europe, Middle East & Africa ("EEMEA"); Europe; Latin America and North America. Accordingly, we will begin to report on our new segment structure during the first quarter of 2013 and reflect the change for all the historical periods we present.

We use segment operating income to evaluate segment performance and to allocate resources. We believe this measure is most relevant to investors in order to analyze segment results and trends. As further discussed in Note 16, *Segment Reporting,* to the consolidated financial statements, segment operating income excludes unrealized gains and losses on hedging activities (which are a component of cost of sales), certain components of our U.S. pension plan cost (which are a component of cost of sales and selling, general and administrative expenses), gains / (losses) on divestitures, acquisition-related costs (which are a component of selling, general and administrative expenses), general corporate expenses (which are a component of selling, general and administrative expenses) and amortization of intangibles.

During the last three fiscal years, our segments contributed to segment operating income as reflected below. See Note 16, *Segment Reporting,* for additional information, including total assets and net revenues by segment .

	For the Years Ended December 31,		
	2012	2011	2010
Developing Markets	45.4%	46.9%	44.4%
Europe	35.4%	32.9%	32.3%
North America	19.2%	20.2%	23.3%
Total Segment Operating Income	100.0%	100.0%	100.0%

Our brands span five consumer sectors:

- Biscuits (including cookies, crackers and salted snacks)
- Chocolate
- Gum & Candy
- Beverages
- Cheese & Grocery

During 2012, our reportable segments participated in these five consumer sectors as follows:

	Percentage of 2012 Net Revenues by Consumer Sector					
Segment	Biscuits	Chocolate	Gum & Candy	Beverages	Cheese & Grocery	Total
Developing Markets	10.0%	12.8%	8.8%	8.2%	4.8%	44.6%
Europe	6.9%	12.9%	2.8%	8.5%	4.5%	35.6%
North America	14.9%	1.0%	3.7%	–	0.2%	19.8%
Consumer Sector Percentage Total	31.8%	26.7%	15.3%	16.7%	9.5%	100.0%

Within the consumer sectors, the classes of products which contributed 10% or more to consolidated net revenues for the years ended December 31, were:

	For the Years Ended December 31,		
	2012	2011	2010
Biscuits (cookies and crackers)	27%	26%	26%
Chocolate	27%	27%	26%
Gum & Candy	15%	16%	16%
Coffee	11%	12%	11%

Significant Divestitures and Acquisitions

Spin-Off of Kraft Foods Group:
On October 1, 2012 (the “Distribution Date”), we completed the spin-off of our North American grocery business, Kraft Foods Group, Inc. (“Kraft Foods Group”), to our shareholders (the “Spin-Off”). Along with our other food and beverage categories, we also retained our global snacks business (the “Global Snacks Business”). On October 1, 2012, each of our shareholders of record as of the close of business on September 19, 2012 (“the Record Date”) received one share of Kraft Foods Group common stock for every three shares of our Common Stock held as of the Record Date. The distribution was structured to be tax free to our U.S. shareholders for U.S. federal income tax purposes.

Kraft Foods Group is now an independent public company and following the Spin-Off, we do not beneficially own any shares of Kraft Foods Group common stock.

The divested Kraft Foods Group business is presented as a discontinued operation on the consolidated statements of earnings for all periods presented. The Kraft Foods Group balance sheet, other comprehensive earnings and cash flows are included within our consolidated balance sheet and consolidated statements of equity, comprehensive earnings and cash flows through October 1, 2012.

In order to implement the Spin-Off, we entered into certain agreements with Kraft Foods Group to effect our legal and structural separation; govern the relationship between us; and allocate various assets, liabilities and obligations between us, including, among other things, employee benefits, intellectual property and tax-related assets and liabilities (see Note 14, *Income Taxes* , for additional information on the current and deferred tax assets and liabilities transferred or retained in the Spin-Off). In addition to executing the Spin-Off in the manner provided in the agreements, in November 2012, pursuant to these agreements, we paid Kraft Foods Group $163 million related to targeted cash flows (together with the $247 million of cash divested on the Distribution Date, totaling $410 million of cash transferred to Kraft Foods Group in connection with the Spin-Off). To facilitate the management, including final payment and resolution, of certain obligations, Kraft Foods Group retained certain of our North American net trade payables and receivables. We also retained approximately $140 million of workers' compensation liabilities for claims incurred by Kraft Foods Group employees prior to the Spin-Off. In November 2012, we paid Kraft Foods Group $95 million to cash settle the net trade payables and receivables. As of December 31, 2012, we also have a $55 million receivable from Kraft Foods Group related to the cash settlement of stock awards held by our respective employees at the time of the Spin-Off as further described in Note 11, *Stock Plans* , to the consolidated financial statements.

Our results from continuing operations include one-time Spin-Off transaction, transition and financing and related costs ("Spin-Off Costs") we have incurred to date. We recorded Spin-Off Costs of $1,053 million, or $0.39 per diluted share in 2012 and $46 million, or $0.02 per diluted share, in 2011. We expect to incur Spin-Off Costs of approximately $100 million in 2013 related primarily to human resource, customer service and logistics and information systems and processes as well as legal costs associated with revising intellectual property and other long-term agreements.

Refer to Note 2, *Divestitures and Acquisitions* , to the consolidated financial statements, for additional information on the *Spin-Off of Kraft Foods Group* .

Cadbury Acquisition:
In 2010, we acquired all the outstanding shares of Cadbury Limited ("Cadbury") in an acquisition valued at $18,547 million, or $17,503 million net of cash and cash equivalents. In 2010, we incurred acquisition-related transaction costs of $218 million (recorded in selling, general and administrative expense) and acquisition-related financing fees of $96 million (recorded in interest and other expenses, net).

As a condition of the acquisition, the EU Commission required that we divest certain Cadbury confectionery operations in Poland and Romania. The divestitures were completed in the third quarter of 2010 and generated $342 million of sale proceeds. The impact of these divestitures was reflected as adjustments within the Cadbury final purchase accounting.

During 2010, Cadbury contributed net revenues of $9,143 million and net earnings of $530 million from February 2, 2010 through December 31, 2010. See Note 2, *Divestitures and Acquisitions* , to our consolidated financial statements for additional information on the Cadbury acquisition.

Customers

As a percentage of our net revenues from continuing operations, our five largest customers accounted for 15.6% of net revenues in 2012 compared with 15.5% in 2011 and 15.1% in 2010. Also, our ten largest customers accounted for 24.1% of net revenues in 2012 compared with 22.7% in 2011 and 23.2% in 2010. No single customer accounted for 10% or more of our net revenues from continuing operations.

Seasonality

Demand for some of our products may be influenced by holidays, changes in seasons or other annual events. However, overall sales of our products are generally evenly balanced throughout the year due to the offsetting nature of demands for our products within our diversified product portfolio.

Competition

We face competition in all aspects of our business. Competitors include large national and international companies and numerous local and regional companies. Some competitors have different profit objectives and some international competitors are less susceptible to currency exchange rates. We compete primarily on the basis of product quality, brand recognition, brand loyalty, service, marketing, advertising and price. Moreover, improving our market position or introducing a new product requires substantial research, development, advertising and promotional expenditures.

Distribution and Marketing

Across our segments, our products are generally sold to supermarket chains, wholesalers, supercenters, club stores, mass merchandisers, distributors, convenience stores, gasoline stations, drug stores, value stores and other retail food outlets. We distribute our products through direct store delivery, company-owned and satellite warehouses, distribution centers and other facilities. We also use the services of independent sales offices and agents in some of our international locations.

Our marketing efforts are conducted through three principal sets of activities: (i) consumer marketing in on-air, print, outdoor, digital and social media; (ii) consumer incentives such as coupons and contests; and (iii) trade promotions to support price features, displays and other merchandising of our products by our customers.

Raw Materials and Packaging

We purchase large quantities of commodities, including sugar and other sweeteners, coffee, cocoa, wheat, corn products, soybean and vegetable oils and dairy. In addition, we use significant quantities of packaging materials to package our products and natural gas, fuels and electricity for our factories and warehouses. We regularly monitor worldwide supply and cost trends of these commodities so we can cost-effectively secure ingredients and packaging required for production.

Significant cost items in biscuit, chocolate, gum & candy and many powdered beverage products are sugar and cocoa. We purchase sugar and cocoa on world markets, and the prices of these commodities are affected by the quality and availability of supply and changes in foreign currencies. Significant cost items in our biscuit products are grains (wheat, corn and soybean oil). Grain costs have experienced volatility and have increased significantly in recent years due largely to burgeoning global demand for food, livestock feed and biofuels such as ethanol and biodiesel and other factors such as weather. The most significant cost item in coffee products is green coffee beans which we purchase on world markets as well as from local grower cooperatives. Green coffee bean prices are affected by the quality and availability of supply, changes in the value of the U.S. dollar in relation to certain other currencies and consumer demand for coffee products. Significant cost items in packaging include cardboards, resins and plastics and our energy costs include natural gas, electricity and diesel fuel. We purchase these packaging and energy commodities on world markets and within the countries we operate, and the prices are affected by supply and changes in foreign currencies.

During 2012, our aggregate commodity costs increased primarily as a result of increased packaging, energy, grains and oil costs. We expect the price volatility and a slightly higher cost environment to continue over the remainder of 2013. We have addressed higher commodity costs primarily through higher pricing, lower manufacturing costs due to our end-to-end cost management program and overhead cost control. We expect to continue to use these measures to address further commodity cost increases.

External factors such as weather conditions, commodity market conditions, currency fluctuations and the effects of governmental agricultural programs affect the prices for raw materials and agricultural materials used in our products. We use hedging techniques to limit the impact of price fluctuations in our principal raw materials. However, we do not fully hedge against changes in commodity prices, and these strategies may not protect us from increases in specific raw material costs. While the prices of our principal raw materials can be expected to fluctuate, we believe there will continue to be an adequate supply of the raw materials we use and that they will generally remain available from numerous sources.

Intellectual Property

Our intellectual property rights (including trademarks, patents, copyright, registered designs, proprietary trade secrets, technology and know-how) are material to our business.

We own numerous trademarks and patents in countries around the world. Depending upon the country, trademarks remain valid for as long as they are in use or their registration status is maintained. Trademark registrations generally are for renewable, fixed terms. We have patents for a number of current and potential products. Our patents cover inventions ranging from basic packaging techniques to processes relating to specific products and to the products themselves. Our issued patents extend for varying periods according to the date of patent application filing or grant and the legal term of patents in the various countries where patent protection is obtained. The actual protection afforded by a patent, which can vary from country to country, depends upon the type of patent, the scope of its coverage as determined by the patent office or courts in the country, and the availability of legal remedies in the country. While our patent portfolio is material to our business, the loss of one patent or a group of related patents would not have a material adverse effect on our business.

From time to time, we grant third parties licenses to use one or more of our trademarks in connection with the manufacture, sale or distribution of third party products. Similarly, we sell some products under brands we license from third parties. In our agreement with the Kraft Foods Group, we each granted the other party various licenses to use certain of our and their respective intellectual property rights in named jurisdictions following the Spin-Off.

Research and Development

We pursue four objectives in research and development: product safety and quality; growth through new products; superior consumer satisfaction; and reduced costs. At December 31, 2012, we had approximately 2,700 food scientists, chemists and engineers working primarily in 12 key technology centers: East Hanover, New Jersey; Whippany, New Jersey; Banbury, United Kingdom; Bournville, United Kingdom; Curitiba, Brazil; Eysins, Switzerland; Paris, France; Melbourne, Australia; Mexico City, Mexico; Munich, Germany; Reading, United Kingdom; and Suzhou, China. Many of our technology centers are equipped with pilot plants and state-of-the-art instruments. Our research and development expense was $462 million in 2012, $511 million in 2011 and $404 million in 2010.

Regulation

Our food products and packaging materials are subject to local, national and multi-national regulations comprising labeling, packaging, food content, pricing, marketing and advertising, privacy and related areas. In addition, various jurisdictions regulate our operations by licensing our manufacturing plants, enforcing standards for selected food products, grading food products, inspecting manufacturing plants and warehouses, regulating trade practices related to the sale of and imposing their own labeling requirements on our food products. Many of the food commodities we use in our operations are subject to governmental agricultural programs. These programs have substantial effects on prices and supplies and are subject to periodic governmental and administrative review.

Throughout the countries in which we do business, regulators are continually adopting new laws and implementing new regulations that affect our business and operations, such as the European Commission's EU Health Claim Regulation, effective December 14, 2012, that limits the number of health claims that may be made by food companies about their products and a major reform of the EU legal framework related to the protection of personal data, and in the U.S., the Food Safety Modernization Act, that provides additional food safety authority to the FDA. We will continue to monitor developments of those new laws and regulations. At this time, we do not expect the cost of complying with these new laws and implementing these new regulations will be material.

Environmental Regulation

Throughout the countries in which we do business, we are subject to local, national and multi-national environmental laws and regulations relating to the protection of the environment. We have programs across our business units designed to meet applicable environmental compliance requirements.

In the United States, the laws and regulations include the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). CERCLA imposes joint and severable liability on each potentially responsible party. As of December 31, 2012, our subsidiaries were involved in one active proceeding in the U.S. under a state equivalent of CERCLA related to our current operations. As of December 31, 2011, our subsidiaries were involved in 68 active actions. Except for the one active proceeding we retained, all the remaining active actions relate to and were retained by the divested Kraft Foods Group business.

As of December 31, 2012, we accrued an immaterial amount for environmental remediation. Based on information currently available, we believe that the ultimate resolution of existing environmental remediation actions and our compliance in general with environmental laws and regulations will not have a material effect on our financial results.

Employees

At December 31, 2012, we employed approximately 110,000 people worldwide. Our business units are subject to various local, national and multi-national laws and regulations relating to their relationships with their employees. In accordance with European Union requirements, we also have established a European Workers Council composed of management and elected members of our workforce. Employees represented by labor unions or workers' councils represent 37.7% of our 96,000 employees outside the U.S. and 23.1% of our 14,000 U.S. employees. Most of these workers are represented under contracts which expire at various times throughout the next several years. We believe we have good relationships with employees and their representative organizations.

Foreign Operations

We sell our products to consumers in approximately 165 countries. At December 31, 2012, we had operations in more than 80 countries and made our products at 171 manufacturing and processing facilities in 56 countries. We generated 82.9% of our 2012 net revenues, 83.7% of our 2011 net revenues and 82.6% of our 2010 net revenues from continuing operations outside the U.S. Refer to Note 16, *Segment Reporting,* for additional information on our foreign operations. Also, for a discussion of risks attendant to our foreign operations, see "Risk Factors" in Item 1A.

Executive Officers of the Registrant

The following are our executive officers as of February 25, 2013:

Name	Age	Title
Irene B. Rosenfeld	59	Chairman and Chief Executive Officer
David A. Brearton	52	Executive Vice President and Chief Financial Officer
Gustavo H. Abelenda	52	Executive Vice President and President, Latin America
Tracey Belcourt	46	Executive Vice President, Strategy
Mark Clouse	44	Executive Vice President and President, North America
Timothy P. Cofer	44	Executive Vice President and President, Europe
Karen J. May	54	Executive Vice President, Global Human Resources
Daniel P. Myers	57	Executive Vice President, Integrated Supply Chain
Pradeep Pant	59	Executive Vice President and President, Asia Pacific and EEMEA
Gerhard W. Pleuhs	56	Executive Vice President and General Counsel
Jean E. Spence	55	Executive Vice President, Research, Development and Quality
Mary Beth West	50	Executive Vice President and Chief Category and Marketing Officer

Ms. Rosenfeld was appointed Chief Executive Officer and Director of Kraft Foods Inc., the predecessor to Mondelēz International, in June 2006 and became Chairman of the Board in March 2007. Prior to that, she served as Chairman and Chief Executive Officer of Frito-Lay, a division of PepsiCo, Inc., a food and beverage company, from September 2004 to June 2006. Previous to that, Ms. Rosenfeld was employed continuously by Kraft Foods Inc., and its predecessor, General Foods Corporation, in various capacities from 1981 until 2003, including President of Kraft Foods North America and President of Operations, Technology, Information Systems and Kraft Foods, Canada, Mexico and Puerto Rico.

Mr. Brearton was appointed Executive Vice President and Chief Financial Officer of Kraft Foods Inc., the predecessor to Mondelēz International, in May 2011. Prior to that, at Kraft Foods Inc., he served as Executive Vice President, Operations and Business Services from January 2008 to May 2011, Executive Vice President, Global Business Services and Strategy from April 2006 to December 2007 and Senior Vice President of Business Process Simplification and Corporate Controller from February 2005 to April 2006. He previously served as Senior Vice President, Finance for Kraft Foods International. Mr. Brearton joined Kraft Foods Inc. in 1984. Mr. Brearton also serves on the Board of Directors of Feeding America, a non-for-profit organization.

Mr. Abelenda was appointed Executive Vice President and President, Latin America effective January 1, 2013. Prior to that, he served as Group Vice President and President, Latin America from August 2003 to December 2012 and Vice President and Managing Director, Brazil, from October 2000 to August 2003. Mr. Abelenda joined Kraft Foods Inc. in 1984.

Ms. Belcourt was appointed Executive Vice President, Strategy effective October 2, 2012. She joined Kraft Foods Inc., the predecessor to Mondelēz International, in September 2012. Prior to that, she was a partner of Bain & Company, a management consulting firm, since 1999, where she specialized in the design and implementation of growth strategies to improve business performance across a variety of consumer industries. Prior to Bain, Ms. Belcourt was an assistant professor of economics at Concordia University in Montreal from 1994 to 1999. She also served as an economic consultant to the U.S. Agency for International Development in Africa in 1999 during her professorship.

Mr. Clouse was appointed Executive Vice President and President, North America effective October 2, 2012. Prior to that, Mr. Clouse held various positions around the world during his 16 years with Kraft Foods Inc., the predecessor to Mondelēz International. He served as President of Kraft Foods Inc. Snacks and Confectionery business in North America from June 2011 to October 2012 and Senior Vice President of the Biscuits Global Category Team from October 2010 to June 2011. He was Managing Director of Kraft Foods Brazil from 2008 to 2010 and President of Kraft Foods Greater China from 2006 to 2008. Before joining Kraft Foods Inc. in 1996, Mr. Clouse served in the United States Army for seven years, obtaining the rank of Captain.

Mr. Cofer is Executive Vice President and President, Europe, a position he held with Kraft Foods Inc., the predecessor to Mondelēz International, since August 2011. Prior to that, he served as Senior Vice President Global Chocolate Category from June 2010 to August 2011, Senior Vice President Strategy and Integration from January 2010 to June 2010, President Kraft Pizza Company from January 2008 to January 2010, and Senior Vice President and General Manager of Oscar Mayer from January 2007 to January 2008. He served as General Manager of EU Chocolate from June 2003 to January 2007. Mr. Cofer joined Kraft Foods Inc. in 1992.

Ms. May was appointed Executive Vice President, Global Human Resources of Kraft Foods Inc., the predecessor to Mondelēz International, in October 2005. Prior to that, she was Corporate Vice President, Human Resources, for Baxter International Inc., a healthcare company, since February 2001. Ms. May also serves on the Board of Directors of MB Financial Inc., a financial services provider.

Mr. Myers is Executive Vice President, Integrated Supply Chain, a position he has held since he joined Kraft Foods Inc., the predecessor to Mondelēz International, in September 2011. Prior to that, he worked for Procter & Gamble, a consumer products company, for 33 years, in a variety of leadership positions, most recently serving as Vice President, Product Supply for P&G's Global Hair Care business from September 2007 to August 2011. Mr. Myers also serves on the Advisory Board of the University of Tennessee's Supply Chain Institute.

Mr. Pant was appointed Executive Vice President and President, Asia Pacific and EEMEA effective January 1, 2013. Prior to that, he served as President, Asia Pacific from January 2008 to December 2012. Before joining Kraft Foods Inc., the predecessor to Mondelēz International, he served as Regional Managing Director for Asia, Africa and the Middle East of Fonterra Brands, a dairy company, from January 2006 to December 2007 and as a member of the of Fonterra Leadership Team from January 2007 to December 2007. Mr. Pant spent 20 years with Gillette, a consumer products company, holding various positions throughout Asia Pacific including Greater China, Australia, Korea, Japan and India.

Mr. Pleuhs was appointed Executive Vice President and General Counsel of Kraft Foods Inc., the predecessor to Mondelēz International, effective April 1, 2012. Prior to that, he was Senior Vice President & Deputy General Counsel, Business Units from November 2007 to March 2012 and Senior Vice President and Deputy General Counsel, International for Kraft Foods Global, Inc., from July 2004 to November 2007. Before joining Kraft Foods Inc. in 1990, Mr. Pleuhs held a number of senior positions within the German Law Department of Jacobs Kaffee Deutschland GmbH, an international beverage and confectionery company, prior to and after its acquisition by Altria Group, the former parent company of Kraft Foods Inc.

Ms. Spence was appointed Executive Vice President, Research, Development and Quality of Kraft Foods Inc., the predecessor to Mondelēz International, in January 2004. Prior to that, Ms. Spence served as Senior Vice President, Research and Development for Kraft Foods North America from August 2003 to January 2004 and Senior Vice President of Worldwide Quality, Scientific Affairs and Compliance for Kraft Foods North America from November 2001 to August 2003. She joined Kraft Foods Inc. in 1981. Ms. Spence also serves as a Trustee of Clarkson University and on the Supervisory Board of GEA Group AG.

Ms. West was appointed Executive Vice President and Chief Category and Marketing Officer of Kraft Foods Inc., the predecessor to Mondelēz International, effective August 1, 2010. Previously, she served as Executive Vice President and Chief Marketing Officer from October 2007 to July 2010 and as Group Vice President for Kraft Foods and President of the North America Beverages Sector from 2005 to October 2007. Ms. West joined Kraft Foods Inc. in 1986. Ms. West also serves on the Board of Directors of J.C. Penney Company, Inc. and is a member of the Executive Leadership Council.

Ethics and Governance

We adopted the Mondelēz International Code of Conduct, which qualifies as a code of ethics under Item 406 of Regulation S-K. The code applies to all of our employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, and persons performing similar functions. Our code of ethics is available free of charge on our Web site at www.mondelezinternational.com and will be provided free of charge to any shareholder submitting a written request to: Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, IL 60015. We will disclose any waiver we grant to our principal executive officer, principal financial officer, principal accounting officer or controller under our code of ethics, or certain amendments to the code of ethics, on our Web site at www.mondelezinternational.com .

In addition, we adopted Corporate Governance Guidelines, charters for each of the Board's three standing committees and the Code of Business Conduct and Ethics for Non-Employee Directors. All of these materials are available on our Web site at www.mondelezinternational.com and will be provided free of charge to any shareholder requesting a copy by writing to: Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, IL 60015.

Available Information

Our Internet address is www.mondelezinternational.com . Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are available free of charge as soon as possible after we electronically file them with, or furnish them to, the SEC. You can access our filings with the SEC by visiting www.mondelezinternational.com . The information on our Web site is not, and shall not be deemed to be, a part of this Annual Report on Form 10-K or incorporated into any other filings we make with the SEC.

You can also read, access and copy any document that we file, including this Annual Report on Form 10-K, at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Call the SEC at 1-800-SEC-0330 for information on the operation of the Public Reference Room. In addition, the SEC maintains an Internet site at www.sec.gov that contains reports, proxy and information statements, and other information regarding issuers, including Mondelēz International, that are electronically filed with the SEC.

Item 1A. Risk Factors.

You should read the following risk factors carefully in connection with evaluating our business and the forward-looking information contained in this Annual Report on Form 10-K. Any of the following risks could materially and adversely affect our business, operating results, financial condition and the actual outcome of matters in this Annual Report on Form 10-K. While we believe we have identified and discussed below the key risk factors affecting our business, there may be additional risks and uncertainties that are not presently known or that are not currently believed to be significant that may adversely affect our business, performance or financial condition in the future.

We operate in a highly competitive industry.

The food and snacking industries are highly competitive. Our principal competitors are major international food, snack and beverage companies that, like us, operate in multiple geographic areas. We compete based on price, product innovation, product quality, brand recognition and loyalty, effectiveness of marketing, promotional activity and the ability to identify and satisfy consumer preferences.

We may need to reduce our prices in response to competitive and customer pressures. Additionally, the emergence of new distribution channels, such as Internet sales directly to consumers, may affect customer and consumer preferences. Competition and customer pressures may also restrict our ability to increase prices in response to commodity and other cost increases. We may also need to increase or reallocate spending on marketing, advertising and new product innovation to protect or increase market share. These expenditures are subject to risks, including uncertainties about trade and consumer acceptance of our efforts. If we reduce prices or our costs increase, but we cannot increase sales volumes to offset those changes, then our financial condition and results of operations will suffer.

Maintaining, extending and expanding our reputation and brand image is essential to our business success.

We have many iconic brands with worldwide recognition. Our success depends on our ability to maintain brand image for our existing products, extend our brands into new geographies and to new platforms and expand our brand image with new product offerings.

We seek to maintain, extend and expand our brand image through marketing investments, including advertising and consumer promotions, and product innovation. Continuing global focus on health and wellness, including weight management, and increasing media attention to the role of food marketing could adversely affect our brand image or lead to stricter regulations and greater scrutiny of food and snacking marketing practices. Increased legal or regulatory restrictions on our advertising, consumer promotions and marketing, or our response to those restrictions, could limit our efforts to maintain, extend and expand our brands. Moreover, adverse publicity about regulatory or legal action against us could damage our reputation and brand image, undermine our customers' confidence and reduce long-term demand for our products, even if the regulatory or legal action is unfounded or not material to our operations.

In addition, our success in maintaining, extending and expanding our brand image depends on our ability to adapt to a rapidly changing media environment, including our increasing reliance on social media and online dissemination of advertising campaigns. We are subject to a variety of legal and regulatory restrictions on how and to whom we market our products, for instance marketing to children. These restrictions may limit our ability to maintain, extend and expand our brand image as the media and communications environment continues to evolve. Negative posts or comments about us on social networking web sites could seriously damage our reputation and brand image. If we do not maintain, extend and expand our brand image, then our product sales, financial condition and results of operations could be materially and adversely affected.

The consolidation of retail customers creates larger retailers with increased influence in the marketplace.

Retail customers, such as supermarkets, warehouse clubs and food distributors in the European Union, the United States and our other major markets, continue to consolidate, resulting in fewer customers on which we can rely for business. Consolidation also produces large, more sophisticated retail customers that can resist price increases and demand lower pricing, increased promotional programs or specifically tailored products. In addition, larger retailers have the scale to develop supply chains that permit them to operate with reduced inventories or to develop and market their own retailer brands. Further retail consolidation and increasing retail power could materially and adversely affect our product sales, financial condition and results of operations.

Retail consolidation also increases the risk that adverse changes in our customers' business operations or financial performance will have a corresponding material adverse effect on us. For example, if our customers cannot access sufficient funds or financing, then they may delay, decrease or cancel purchases of our products, or delay or fail to pay us for previous purchases.

Changes in our relationships with significant customers or suppliers could affect sales and our ability to supply products to our customers.

During 2012, our five largest customers accounted for 15.6% of our net revenues. No single customer accounted for 10% or more of our net revenues from continuing operations. There can be no assurance that all significant customers will continue to purchase our products in the same mix or quantities or on the same terms as in the past, particularly as increasingly powerful retailers continue to demand lower pricing and develop their own brands. The loss of a significant customer or a material reduction in sales, or a change in the mix of products we sell to a significant customer could materially and adversely affect our product sales, financial condition and results of operations.

Disputes with significant suppliers, including those related to pricing or performance, could adversely affect our ability to supply products to our customers and could materially and adversely affect our product sales, financial condition and results of operations.

Commodity and other input prices are volatile and may rise significantly.

We purchase large quantities of commodities, including sugar and other sweeteners, coffee, cocoa, wheat, corn products, soybean and vegetable oils and dairy. In addition, we use significant quantities of packaging materials to package our products. We also use natural gas, fuels and electricity for our factories and warehouses. Prices for commodities, other supplies and energy are volatile and can fluctuate due to conditions that are difficult to predict, including global

competition for resources, currency fluctuations, severe weather, consumer or industrial demand and changes in governmental trade, alternative energy and agricultural programs. Although we monitor our exposure to commodity prices as an integral part of our overall risk management program, and seek to hedge against input price increases, continued volatility in the prices of commodities and other supplies we purchase could increase the costs of our products, and our profitability could suffer. Moreover, increases in the price of our products to cover these increased costs may result in lower sales volumes, while decreases could require us to lower our prices and affect our revenues, profits or margins. If we are not successful in our hedging activities, if we are unable to price to cover increased costs or if we must reduce our prices, then commodity and other input price volatility, increases or decreases could materially and adversely affect our financial condition and results of operations.

We must leverage our value proposition in order to compete against retailer brands and other economy brands.

Retailers are increasingly offering retailer and other economy brands that compete with some of our products. Our products must provide higher value and/or quality to our consumers than less expensive alternatives, particularly during periods of economic uncertainty such as those we continue to experience. Consumers may not buy our products if the difference in value or quality between our products and retailer or other economy brands narrows or if consumers perceive a narrowing. If consumers switch to purchasing, or otherwise prefer retailer or other economy brands, then we could lose market share or sales volumes or shift our product mix to lower margin offerings. The impact could materially and adversely affect our financial condition and results of operations.

Changes in regulations could increase our costs.

Our activities throughout the world are highly regulated and subject to government oversight. Various laws and regulations govern food production and marketing, as well as licensing, trade, tax and environmental matters. Governing bodies regularly adopt new laws and regulations and change existing laws and regulations. Our need to comply with new or revised laws and regulations or their interpretation and application, including proposed requirements designed to enhance food safety or to regulate imported ingredients, could materially and adversely affect our product sales, financial condition and results of operations.

Legal claims or other regulatory enforcement actions could subject us to civil and criminal penalties.

We are a large food and snacking company operating in highly regulated environments and constantly evolving legal and regulatory frameworks around the world. Consequently, we are subject to heightened risk of legal claims or other regulatory enforcement actions. Although we have implemented policies and procedures designed to ensure compliance with existing laws and regulations, there can be no assurance that our employees, contractors or agents will not violate our policies and procedures. Moreover, our failure to maintain effective control environment processes could lead to violations, unintentional or otherwise, of laws and regulations. Legal claims or regulatory enforcement actions arising out of our failure or alleged failure to comply with applicable laws and regulations could subject us to civil and criminal penalties that could materially and adversely affect our product sales, reputation, financial condition and results of operations.

We may decide or be required to recall products or be subjected to other product liability claims.

Selling products for human consumption involves inherent risks. We could decide to, or be required to recall products due to suspected or confirmed product contamination, spoilage or other adulteration, product misbranding or product tampering. Any of these events could materially and adversely affect our reputation and product sales, financial condition and results of operations.

We may also suffer losses if our products or operations violate applicable laws or regulations, or if our products cause injury, illness or death. In addition, our marketing could face claims of false or deceptive advertising or other criticism. A significant product liability or other legal judgment or a related regulatory enforcement action against us, or a widespread product recall, may materially and adversely affect our reputation and profitability. Moreover, even if a product liability or consumer fraud claim is unsuccessful, has no merit or is not pursued, the negative publicity surrounding assertions against our products or processes could materially and adversely affect our product sales, financial condition and results of operations.

We are subject to risks generally associated with companies that operate globally.

We are a global company generating 82.9% of our 2012 net revenues, 83.7% of our 2011 net revenues and 82.6% of our 2010 net revenues outside the United States. With operations in more than 80 countries, our operations are subject to risks inherent in multinational operations. Those risks include:

- compliance with U.S. laws affecting operations outside of the United States, such as the Foreign Corrupt Practices Act ("FCPA"),
- compliance with a varying local, national and multi-national regulations and laws operating in multiple regimes,
- changes in tax laws and the interpretation of those laws,
- fluctuations in currency values,
- sudden changes in currency exchange controls, such as the recent devaluation in Venezuela
- discriminatory or conflicting fiscal policies,
- increased risk on sovereign debt investments,
- varying abilities to enforce intellectual property and contractual rights,
- greater risk of uncollectible accounts and longer collection cycles,
- effective and immediate implementation of control environment processes across our diverse operations and employee base, and the
- imposition of more or new tariffs, quotas, trade barriers, and similar restrictions on our sales.

In addition, political and economic changes or volatility, geopolitical regional conflicts, terrorist activity, political unrest, civil strife, acts of war, public corruption and other economic or political uncertainties could interrupt and negatively affect our business operations. All of these factors could result in increased costs or decreased revenues, and could materially and adversely affect our product sales, financial condition and results of operations.

Our operations in certain emerging markets expose us to political, economic and regulatory risks.

Our growth strategy depends in part on our ability to expand our operations in emerging markets, including Brazil, China, India, Mexico, Russia and Southeast Asia. However, some emerging markets have greater political and economic volatility and greater vulnerability to infrastructure and labor disruptions than most established markets. In many countries outside of the United States, particularly in those with emerging economies, it may be common for others to engage in business practices prohibited by laws and regulations with extraterritorial reach, such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act or similar local anti-bribery laws. These laws generally prohibit companies and their employees, contractors or agents from making improper payments to government officials. Failure to comply with these laws could subject us to civil and criminal penalties that could materially and adversely affect our financial condition and results of operations.

In addition, competition in emerging markets is increasing as our competitors grow their global operations and low cost local manufacturers expand their production capacities. Our success in emerging markets, is critical to our growth strategy. If we cannot successfully increase our business in emerging markets, our product sales, financial condition and results of operations could be materially and adversely affected.

Unanticipated business disruptions could affect our ability to provide our products to our customers.

We manufacture and source products and materials on a global scale. We have a complex network of suppliers, owned manufacturing locations, co-manufacturing locations, distribution networks and information systems that support our ability consistently to provide our products to our customers. Factors that are hard to predict or beyond our control, like weather, natural disasters, fire, terrorism, generalized labor unrest or health pandemics, could damage or disrupt our operations, or our suppliers' or co-manufacturers' operations. If we cannot respond to disruptions in our operations, for example, by finding alternative suppliers or replacing capacity at key manufacturing or distribution locations, or cannot quickly repair damage to our information, production or supply systems, we may be late in delivering, or be unable to deliver, products to our customers. If that occurs, we may lose our customers' confidence and long-term demand for our products could decline. Any of these events could materially and adversely affect our product sales, financial condition and results of operations.

We must correctly predict, identify and interpret changes in consumer preferences and demand, and offer new products to meet those changes.

Consumer preferences for food and snacking products change continually. Our success depends on our ability to predict, identify and interpret the tastes and dietary habits of consumers and to offer products that appeal to consumer preferences. If we do not offer products that appeal to consumers, our sales and market share will decrease and our profitability could suffer.

We must distinguish among short-term fads, mid-term trends and long-term changes in consumer preferences. If we do not accurately predict which shifts in consumer preferences will be long-term, or if we fail to introduce new and improved products to satisfy those preferences, our sales could decline. In addition, because of our varied consumer base, including by geography, we must offer an array of products that satisfy the broad spectrum of consumer preferences. If we fail to expand our product offerings successfully across product categories, or if we do not rapidly develop products in faster growing and more profitable categories, demand for our products will decrease and our profitability could suffer.

Prolonged negative perceptions concerning the health implications of certain food products could influence consumer preferences and acceptance of some of our products and marketing programs. For example, recently, consumers have been increasingly focused on health and wellness, including weight management and reducing sodium consumption. We strive to respond to consumer preferences and social expectations, but we may be unsuccessful in these efforts. Continued negative perceptions and failure to satisfy consumer preferences could materially and adversely affect our product sales, financial condition and results of operations.

We may not successfully identify or complete acquisitions or divestitures or successfully integrate the businesses we acquire.

From time to time, we evaluate acquisition candidates that may strategically fit our business objectives. If we are unable to complete acquisitions or to successfully integrate and develop acquired businesses we could fail to achieve anticipated synergies and cost savings, including the expected increases in revenues and operating results, any of which could materially and adversely affect our financial results. In addition, we may divest businesses that do not meet our strategic objectives, or do not meet our growth or profitability targets. We may not be able to complete desired or proposed divestitures on terms favorable to us. Gains or losses on the sales of, or lost operating income from, those businesses may affect our profitability. Moreover, we may incur asset impairment charges related to acquisitions or divestitures that reduce our profitability.

Our acquisition or divestiture activities may present financial, managerial and operational risks. Those risks include diversion of management attention from existing core businesses, difficulties integrating or separating personnel and financial and other systems, effective and immediate implementation of control environment processes across our diverse employee population, adverse effects on existing business relationships with suppliers and customers, inaccurate estimates of fair value made in the accounting for acquisitions and amortization of acquired intangible assets which would reduce future reported earnings, potential loss of customers or key employees of acquired businesses, and indemnities and potential disputes with the buyers or sellers. Any of these factors could materially and adversely affect our product sales, financial condition and results of operations.

We are subject to foreign currency exchange rate fluctuations.

The Spin-Off increased the proportion of our business exposed to currency exchange rate fluctuations. Our financial results and capital ratios are now more sensitive to movements in exchange rates than in prior periods because a larger portion of our assets, liabilities, revenue and expenses must be translated into U.S. dollars for external reporting purposes or converted into U.S. dollars to service obligations such as our U.S. dollar-denominated indebtedness and dividends. In addition, movements in foreign exchange rates can affect transaction costs because we source product ingredients from various countries. We may seek to mitigate our exposure to currency exchange rate fluctuations, but our efforts may not be successful. Accordingly, a depreciation of non-U.S. dollar currencies relative to the U.S. dollar, or changes in the relative value of any two currencies that we use for transactions, could materially and adversely affect our financial condition and results of operations.

We are increasingly dependent on information technology.

We rely on information technology networks and systems, including the Internet, to process, transmit and store electronic and financial information, to manage a variety of business processes and activities, and to comply with regulatory, legal and tax requirements. We also depend on our information technology infrastructure for digital marketing activities and for electronic communications among our locations, personnel, customers and suppliers around the world. These information technology systems, some of which are managed by third parties, may be susceptible to damage, disruptions or shutdowns due to failures during the process of upgrading or replacing software, databases or components thereof, power outages, hardware failures, computer viruses, attacks by computer hackers, telecommunication failures, user errors or catastrophic events. If any of our significant information technology systems suffer severe damage, disruption or shutdown, and our business continuity plans do not effectively resolve the issues in a timely manner, our product sales, financial condition and results of operations may be materially and adversely affected, and we could experience delays in reporting our financial results.

In addition, if we are unable to prevent security breaches, we may suffer financial and reputational damage, litigation or remediation costs or penalties because of the unauthorized disclosure of confidential information belonging to us or to our partners, customers or suppliers. In addition, the disclosure of non-public sensitive information through external media channels could lead to the loss of intellectual property or damage our reputation and brand image.

Weak financial performance, downgrades in our credit ratings, illiquid global capital markets and volatile global economic conditions could limit our access to the capital markets, reduce our liquidity and increase our borrowing costs.

From time to time we may need to access the long-term and short-term global capital markets to obtain financing. Our financial performance, our short- and long-term credit ratings, the liquidity of the overall global capital markets and the state of the global economy, including the food industry, will affect our access to, and the availability of, financing on acceptable terms and conditions in the future. There can be no assurance that we will have access to the global capital markets on terms we find acceptable.

We access the U.S. and euro commercial paper markets for regular funding requirements. A downgrade in our credit ratings would increase our borrowing costs and could affect our ability to issue commercial paper. Disruptions in the global commercial paper market or other effects of volatile economic conditions on the global credit markets also could reduce the amount of commercial paper that we could issue and could raise our borrowing costs for both short- and long-term debt offerings.

Our inability to access the global capital markets or an increase in our borrowing costs could materially and adversely affect our financial condition and results of operations.

Volatility in the equity markets, interest rates or other factors could substantially increase our pension costs.

We sponsor a number of benefit plans for our employees throughout the world, including defined benefit pension plans, retiree health and welfare, active health care, severance and other postemployment benefits. At the end of 2012, the projected benefit obligation of our defined benefit pension plans was $11.2 billion and plan assets were $8.3 billion. The difference between plan obligations and assets, or the funded status of the plans, significantly affects the net periodic benefit costs of our pension plans and the ongoing funding requirements of those plans. Our major defined benefit pension plans are funded with trust assets invested in a globally diversified portfolio of investments, including equities and corporate debt. Among other factors, changes in interest rates, mortality rates, early retirement rates, investment returns, minimum funding requirements in the jurisdictions in which the plans operate, arrangements made with the trustees of certain plans and the market value of plan assets can affect the level of plan funding, cause volatility in the net periodic pension cost, and increase our future funding requirements. Legislative and other governmental regulatory actions may also increase funding requirements for our pension plans' benefits obligation.

Based on current tax laws, we estimate our 2013 pension contributions will be approximately $320 million. We also expect that our net pension cost will decrease to approximately $370 million in 2013. The decrease is primarily due to non-recurring costs in 2012 related primarily to certain pension plan obligations transferred to Kraft Foods Group in the Spin-Off and other 2012 one-time costs, partially offset by increased pension plan expenses in 2013 related to lower discount rates. Volatility in the global capital markets has increased the risk that we may be required to make additional cash contributions to the pension plans and recognize further increases in our net pension cost beyond 2013. A significant portion of some of our pension trust assets are invested in European sovereign debt and are subject to heightened risk that they will lose value as a result of political and financial turmoil in Europe.

Due to our participation in multi-employer pension plans, we may have exposure under those plans that extends beyond what our obligation would be with respect to our employees. If a participating employer ceases its contributions to the plan, as a result of a bankruptcy or otherwise, such as in the case of Hostess Brands' bankruptcy which we are currently evaluating, we may be required to participate in funding the unfunded obligations of the plan allocable to the withdrawing employer and our costs might increase as a result. (See Note 10, *Benefit Plans* , to the consolidated financial statements for more information). Further, if we withdraw from a multi-employer pension plan, we may be required to pay those plans an amount based on our allocable share of the underfunded status of the plan.

A significant increase in our pension funding requirements could have a negative impact on our ability to invest in the business.

We may be unable to hire or retain and develop key personnel or a highly skilled and diverse global workforce.

Our continued growth requires us to hire, retain and develop our leadership bench and a highly skilled and diverse global workforce. We compete to hire new personnel and then to develop and retain their skills and competencies. Any unplanned turnover or our failure to develop an adequate succession plan to backfill current leadership positions, or to hire and retain a diverse global workforce could deplete our institutional knowledge base and erode our competitive advantage. In addition, our operating results could be adversely affected by increased costs due to increased competition for employees, higher employee turnover or increased employee benefit costs.

Our intellectual property rights are valuable, and any inability to protect them could reduce the value of our products and brands.

We consider our intellectual property rights, particularly and most notably our trademarks, but also our patents, trade secrets, copyrights and licensing agreements, to be a significant and valuable aspect of our business. We attempt to protect our intellectual property rights through a combination of patent, trademark, copyright and trade secret laws, as well as licensing agreements, third party nondisclosure and assignment agreements and policing of third party misuses of our intellectual property. Our failure to obtain or adequately protect our trademarks, products, new features of our products, or our technology, or any change in law or other changes that serve to lessen or remove the current legal protections of our intellectual property, may diminish our competitiveness and could materially harm our business.

We may be unaware of intellectual property rights of others that may cover some of our technology, brands or products. Any litigation regarding patents or other intellectual property could be costly and time-consuming and could divert management's and other key personnel's attention from our business operations. Third party claims of intellectual property infringement might also require us to enter into costly license agreements. We also may be subject to significant damages or injunctions against development and sale of certain of our products. Any of these occurrences could materially and adversely affect our financial condition and results of operations.

Item 1B. Unresolved Staff Comments.

Not applicable.

Item 2. Properties.

On December 31, 2012, we had 171 manufacturing and processing facilities located in 56 countries. We own 162 and lease 9 of these manufacturing and processing facilities. It is our practice to maintain all of our plants and properties in good condition. We believe they are suitable and adequate for our present needs.

We also had 173 distribution centers and depots worldwide. We own 44 of these distribution centers and depots, and we lease 129 of these distribution centers and depots. These facilities are in good condition. We believe they have sufficient capacity to meet our distribution needs in the near term.

These facilities are located by segment as follows:

	Number of Manufacturing Facilities	Number of Distribution Facilities
Developing Markets	95	61
Europe	59	22
North America	17	90
Total	171	173

Item 3. Legal Proceedings.

We routinely are involved in legal proceedings, claims, and governmental inspections or investigations ("Legal Matters") arising in the ordinary course of our business.

Competition authorities in certain Member States of the European Union have ongoing investigations into possible anticompetitive activity in the fast moving consumer goods ("FMCG") sector, which includes products such as chocolate and coffee. On January 31, 2012, the German Federal Cartel Office ("FCO") issued a press release stating that it had discontinued proceedings against our wholly owned subsidiary, Kraft Foods Deutschland GmbH ("KFD"), based on a settlement agreed between KFD and the FCO following the FCO's finding of an exchange of competitively sensitive information. The FCO also imposed fines against a former KFD employee, as well as several other producers of confectionery. Due to KFD's cooperation with the FCO in the matter, the fine to resolve the matter against KFD was reduced to € 21.7 million.

A compliant and ethical corporate culture, which includes adhering to laws and industry regulations in all jurisdictions in which we do business, is integral to our success. Accordingly, after we acquired Cadbury in February 2010 we began reviewing and adjusting, as needed, Cadbury's operations in light of applicable standards as well as our policies and practices. We initially focused on such high priority areas as food safety, the Foreign Corrupt Practices Act ("FCPA") and antitrust. Based upon Cadbury's pre-acquisition policies and compliance programs and our post-acquisition reviews, our preliminary findings indicated that Cadbury's overall state of compliance was sound. Nonetheless, through our reviews, we determined that in certain jurisdictions, including India, there appeared to be facts and circumstances warranting further investigation. We are continuing our investigations in certain jurisdictions, including in India, and we continue to cooperate with governmental authorities.

As we previously disclosed, on February 1, 2011, we received a subpoena from the SEC in connection with an investigation under the FCPA, primarily related to a facility in India that we acquired in the Cadbury acquisition. The subpoena primarily requests information regarding dealings with Indian governmental agencies and officials to obtain approvals related to the operation of that facility. We are cooperating with the U.S. and Indian governments in their investigations of these matters.

As we previously disclosed, on March 1, 2011, the Starbucks Coffee Company ("Starbucks") took control of the Starbucks packaged coffee business ("Starbucks CPG business") in grocery stores and other channels. Starbucks did so without our authorization and in what we contend is a violation and breach of our license and supply agreement with Starbucks related to the Starbucks CPG business. The dispute is in arbitration in Chicago, Illinois. We are seeking appropriate remedies, including payment of the fair market value of the supply and license agreement, plus the premium this agreement specifies, prejudgment interest under New York law and attorney's fees. Starbucks has counterclaimed for damages. Testimony and post-hearing briefing in the arbitration proceeding are completed. We await the arbitrator's decision. Kraft Foods Group remains the named party in the proceeding. Under the Separation and Distribution Agreement between Kraft Foods Group and us, Kraft Foods Group will direct any recovery awarded in the arbitration proceeding to us. We will reimburse Kraft Foods Group for any costs and expenses it incurs in connection with the arbitration.

While we cannot predict with certainty the results of these or any other Legal Matters in which we are currently involved, we do not expect that the ultimate costs to resolve any of these Legal Matters, individually or in the aggregate, will have a material effect on our financial results.

Item 4. Mine Safety Disclosures

Not applicable.

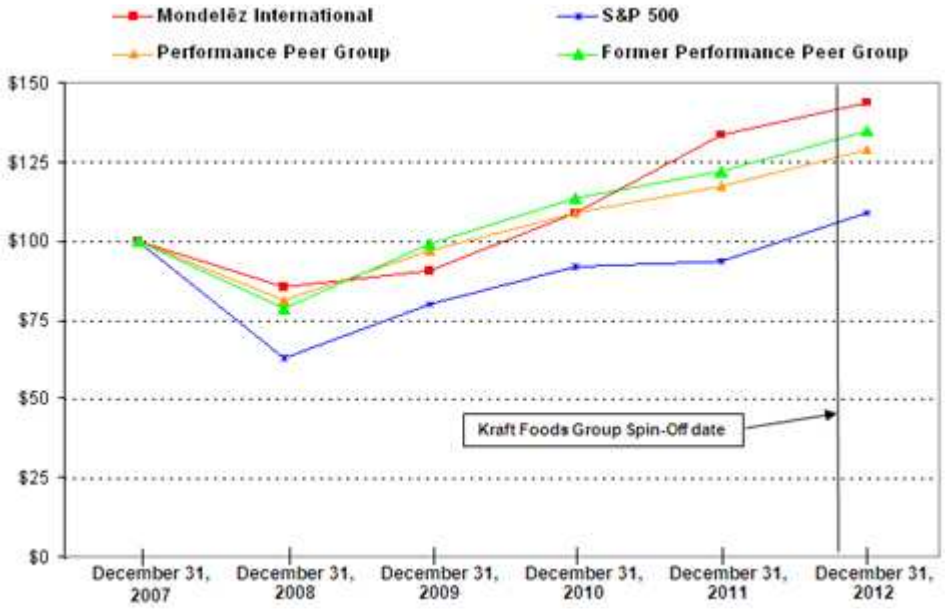
PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

On June 26, 2012, we transitioned our listing from the New York Stock Exchange and our Common Stock began to trade on The NASDAQ Global Select Market under the symbol "KFT." Following the Spin-Off, on October 2, 2012, our Common Stock began trading under the symbol "MDLZ." At January 31, 2013, there were 70,992 holders of record of our Common Stock. Information regarding our Common Stock market prices and dividends declared during the last two fiscal years is included in Note 17, *Quarterly Financial Data (Unaudited)* , to the consolidated financial statements.

Comparison of Five-Year Cumulative Total Return

The following graph compares the cumulative total return on our Common Stock with the cumulative total return of the S&P 500 Index, the former Kraft Foods Inc. performance peer group and the new Mondelēz International performance peer group index following the Spin-Off of Kraft Foods Group. The graph assumes, in each case, an initial investment of $100 on December 31, 2007, based on the market prices at the end of each fiscal year through and including December 31, 2012, and reinvestment of dividends (also taking into account the value of Kraft Foods Group shares distributed in the Spin-Off). A vertical line below indicates the October 1, 2012 Spin-Off date and is intended to facilitate comparisons of performance against peers and the stock market before and following the Spin-Off.



Date	Mondelēz International	S&P 500	Performance Peer Group	Former Performance Peer Group
December 31, 2007	$ 100.00	$ 100.00	$ 100.00	$ 100.00
December 31, 2008	85.40	63.00	81.08	78.42
December 31, 2009	90.52	79.68	96.80	99.02
December 31, 2010	108.97	91.68	108.93	113.41
December 31, 2011	133.64	93.61	117.11	121.92
December 31, 2012	143.67	108.59	128.78	134.52

The new Mondelēz International performance peer group consists of the following companies considered our market competitors, or that have been selected on the basis of industry, global focus or industry leadership: Campbell Soup Company, The Coca-Cola Company, Colgate-Palmolive Company, DANONE, General Mills, Inc., H.J. Heinz Company, The Hershey Company, Kellogg Company, Nestlé S.A., PepsiCo, Inc., The Procter & Gamble Company and Unilever N.V.

Our former performance peer group consisted of the following companies: Campbell Soup Company, The Coca-Cola Company, ConAgra Foods, Inc., DANONE, General Mills, Inc., H.J. Heinz Company, The Hershey Company, Kellogg Company, Nestlé S.A., PepsiCo, Inc., Sara Lee Corporation, and Unilever N.V.

This performance graph and other information furnished under this Part II Item 5(a) of this Form 10-K shall not be deemed to be “soliciting material” or to be “filed” with the SEC or subject to Regulation 14A or 14C, or to the liabilities of Section 18 of the Securities Exchange Act of 1934, as amended.

Issuer Purchases of Equity Securities during the Quarter ended December 31, 2012

There are currently no share repurchase programs authorized by our Board of Directors. The following activity represents shares tendered by our employees who used shases to exercise options, and who used shares to pay the related taxes for grants of restricted and deferred stock that vested. Accordingly, these are non-cash transactions.

	Total Number of Shares	Average Price Paid per Share
October 1 – 31, 2012	34,654	$ 27.94
November 1 – 30, 2012	9,164	25.73
December 1 – 31, 2012	17,355	25.69
For the Quarter Ended December 31, 2012	61,173	$ 26.97

Item 6. Selected Financial Data.

Mondelēz International, Inc.
Selected Financial Data – Five Year Review (1)

	2012	2011	2010	2009	2008
		(in millions, except per share and employee data)			
Continuing Operations (2)					
Net revenues	$ 35,015	$ 35,810	$ 31,489	$ 21,559	$ 22,872
Earnings from continuing operations, net of taxes	1,567	1,737	672	850	147
Net earnings attributable to Mondelēz International:					
Per share, basic	0.87	0.97	0.38	0.57	0.09
Per share, diluted	0.86	0.97	0.38	0.57	0.09
Cash Flow and Financial Position (3)					
Net cash provided by operating activities	3,923	4,520	3,748	5,084	4,141
Capital expenditures	1,610	1,771	1,661	1,330	1,367
Property, plant and equipment, net	10,010	13,813	13,792	10,693	9,917
Total assets	75,478	93,837	95,289	66,714	63,173
Long-term debt	15,574	23,095	26,859	18,024	18,589
Total Mondelēz International shareholders' equity	32,215	35,217	35,834	25,876	22,295
Shares outstanding at year end	1,778	1,768	1,748	1,478	1,469
Per Share and Other Data (4)					
Book value per shares outstanding	18.12	19.92	20.50	17.51	15.18
Dividends declared per share (5)	1.00	1.16	1.16	1.16	1.12
Common Stock closing price at year end (6)	25.45	37.36	31.51	27.18	26.85
Number of employees	110,000	126,000	127,000	97,000	98,000

(1) The selected financial data should be read in conjunction with *Management's Discussion and Analysis of Financial Condition and Results of Operations* and our consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K and past Annual Reports on Form 10-K for earlier periods.
(2) Significant items impacting the comparability of our results from continuing operations include: Spin-Off Costs in 2012, Restructuring Programs in 2012 and 2008, Cost Savings Initiatives in all years; divestitures and sales of property in 2012 and 2010, the acquisition of Cadbury in 2010 and related Integration Program in 2010-2012; accounting calendar changes primarily in 2010 and 2011 (including a 53 rd week of operating results in 2011) and our provision for income taxes in all years. Please refer to Notes 1, *Summary of Significant Accounting Policies; 2, Divestitures and Acquisitions;* 6, *2012-2014 Restructuring Program;* 7, *Integration Program and Cost Savings Initiatives;* 14, *Income Taxes* ; and 16, *Segment Reporting* , for additional information regarding items affecting comparability of our results from continuing operations.
(3) Our Cash Flow and Financial Position information includes Kraft Foods Group data for periods prior to the October 1, 2012 Spin-Off date. Refer to Note 2, *Divestitures and Acquisitions* , for information on the divested net assets and items impacting cash flow. Other items impacting comparability primarily relate to our acquisition of Cadbury in 2010.
(4) Per Share and Other Data includes Kraft Foods Group data for periods prior to the October 1, 2012 Spin-Off date.
(5) Refer to the *Equity and Dividends* section within *Management's Discussion and Analysis of Financial Condition and Results of Operations* for additional information on our dividends following the Spin-Off.
(6) Closing prices reflect historical market prices and have not been adjusted for periods prior to October 1, 2012 to reflect the Spin-Off of Kraft Foods Group on that date.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following should be read in conjunction with the other sections of this Annual Report on Form 10-K, including the consolidated financial statements and related notes contained in Item 8.

Description of the Company

We manufacture and market primarily snack food and beverage products, including biscuits, chocolate, gum & candy, beverages and various cheese & grocery products. We have operations in more than 80 countries and sell our products in approximately 165 countries.

On October 1, 2012 (the "Distribution Date"), we completed the spin-off of our North American grocery business, Kraft Foods Group, Inc. ("Kraft Foods Group"), to our shareholders (the "Spin-Off"). Along with our other food and beverage categories, we also retained our global snacks business (the "Global Snacks Business"). Over the last several years, we transformed our portfolio by expanding geographically and building our presence in the fast-growing snacking category. At the same time, we continued to invest in product quality, marketing and innovation behind our iconic brands, while implementing a series of cost saving initiatives. We expect our Global Snacks Business will build upon its strong presence across numerous fast-growing markets, categories and channels including the high-margin instant consumption channel. We plan to target industry-leading revenue growth, leverage our cost structure through volume growth and improved product mix to drive margin gains and grow earnings per share in the top-tier of our peer group.

Summary of Results and Significant Highlights

As a result of the Spin-Off, the historical results of Kraft Foods Group have been reflected as a discontinued operation within our consolidated statements of earnings for all periods presented. We discuss our results of continuing operations below and in the discussion and analysis which follows.

- Net revenues decreased 2.2% to $35.0 billion in 2012 and increased 13.7% to $35.8 billion in 2011. Our reported net revenues were significantly impacted by unfavorable foreign currency exchange rates, the lapping of prior-year accounting calendar changes and divestitures in 2012.

- Organic Net Revenues is a non-GAAP financial measure we use to evaluate our underlying results (see the definition of Organic Net Revenues and our reconciliation with net revenues within *Non-GAAP Financial Measures* appearing later in this section). Organic Net Revenues increased 4.4% to $36.3 billion in 2012 and increased 7.0% to $33.4 billion in 2011. Organic Net Revenues is on a constant currency basis and excludes the impact of accounting calendar changes and divestitures.

- Diluted EPS attributable to Mondelēz International decreased 15.1% to $1.69 in 2012 and decreased 16.7% to $1.99 in 2011. Excluding the results of discontinued operations, our diluted EPS attributable to Mondelēz International from continuing operations decreased 11.3% to $0.86 in 2012 and increased 155.3% to $0.97 in 2011. Included within our reported results were one-time Spin-Off Costs, 2012-2014 Restructuring Program costs, Cadbury Integration Program costs, gains and losses on divestitures and divested operating results.

- Operating EPS is a non-GAAP financial measure we use to evaluate our underlying results (see the definition of Operating EPS and our reconciliation with Diluted EPS within *Non-GAAP Financial Measures* appearing later in this section). Operating EPS provides transparency of our underlying results from continuing operations and excludes Spin-Off Costs, Spin-Off pension expense and interest expense adjustments, 2012-2014 Restructuring Program costs, Cadbury Integration Program costs, gains and losses on divestitures and divested operating results. We also evaluate Operating EPS on a constant currency basis. Operating EPS increased 0.7% to $1.39 in 2012 and increased 33.0% to $1.41 in 2011. On a constant currency basis, Operating EPS increased 5.1% to $1.45 in 2012 and increased 26.4% to $1.34 in 2011.

- On October 1, 2012, we completed the Spin-Off in a distribution to shareholders of one share of Kraft Foods Group common stock for every three shares of our Common Stock held as of the Record Date. The distribution was structured to be tax free to our U.S. shareholders for U.S. federal income tax purposes. See additional information on the *Spin-Off of Kraft Foods Group* in Note 2, *Divestitures and Acquisitions* , to the consolidated financial statements.

- During 2012, in anticipation of the Spin-Off, Kraft Foods Group and we executed a series of debt transactions in order to adequately capitalize both companies and to secure for each investment grade credit ratings following the Spin-Off. During 2012, Kraft Foods Group incurred approximately $10 billion of debt through direct note issuances or exchanges of our debt for their debt. As Kraft Foods Group received cash from its note issuances, the cash was distributed to us through the Distribution Date so that we could reduce our debt over time. We were successful in recapitalizing both companies and secured and maintain an investment grade credit rating following the Spin-Off. See *Liquidity and Capital Resources* below and Note 8, *Debt and Borrowing Arrangements* , to the consolidated financial statements for more information.

Discussion and Analysis

Items Affecting Comparability of Financial Results

Spin-Off of Kraft Foods Group:
On October 1, 2012, we completed the Spin-Off of Kraft Foods Group to our shareholders. On October 1, 2012, each of our shareholders of record on September 19, 2012 received one share of Kraft Foods Group common stock for every three shares of our Common Stock held. The distribution was structured to be tax free to our U.S. shareholders for U.S. federal income tax purposes. See Note 2, *Divestitures and Acquisitions* , to the consolidated financial statements for additional information.

The divested Kraft Foods Group business is presented as a discontinued operation on the consolidated statements of earnings for all periods presented. The Kraft Foods Group balance sheet, other comprehensive earnings and cash flows are included within our consolidated balance sheet and consolidated statements of equity, comprehensive earnings and cash flows through October 1, 2012.

Summary results of operations for the divested Kraft Foods Group through October 1, 2012 were as follows:

	Nine Months Ended October 1, 2012	For the Years Ended December 31, 2011	2010
		(in millions)	
Net revenues	$ 13,768	$ 18,555	$ 17,718
Earnings before income taxes	$ 2,266	$ 2,892	$ 2,916
Provision for income taxes	778	1,082	1,093
Earnings and gain from discontinued operations, net of income taxes (1)	–	–	1,644
Earnings from discontinued operations, net of income taxes	$ 1,488	$ 1,810	$ 3,467

(1) On March 1, 2010, Kraft Foods Group completed the sale of the assets of the North American frozen pizza business to Nestlē USA, Inc. The earnings through March 1, 2010 and the gain were included in discontinued operations for Kraft Foods Group for the year ended December 31, 2010.

The results of the Kraft Foods Group discontinued operation exclude certain corporate and business unit costs which were allocated to Kraft Foods Group historically and are expected to continue at Mondelēz International after the Spin-Off. These costs include primarily corporate overheads, information systems and sales force support. On a pre-tax basis, through the date of the Spin-Off, these costs were $150 million for the nine months ended October 1, 2012, $236 million for the year ended December 31, 2011 and $209 million for the year ended December 31, 2010.

Interest expense relating to debt Kraft Foods Group incurred or assumed through October 1, 2012 has been included in the results from discontinued operations for all periods presented and as follows:

	Nine Months Ended October 1, 2012	For the Years Ended December 31, 2011	2010
		(in millions)	
$6.0 billion note issuance in June 2012	$ 70	$ –	$ –
$3.6 billion notes exchanged in July 2012	171	226	216
$0.4 billion debt transferred in October 2012	24	31	31
Capital leases and other	13	10	7
	$ 278	$ 267	$ 254

On October 1, 2012, we divested the following assets and liabilities which net to $4,358 million, or $4,111 million net of cash retained by Kraft Foods Group on the Distribution Date (in millions):

Assets	
Cash	$ 247
Receivables	1,685
Inventories, net	2,099
Deferred income taxes	338
Other current assets	168
Property, plant and equipment, net	4,211
Goodwill	11,911
Intangible assets, net	2,632
Prepaid pension assets	16
Other assets	856
	$ 24,163
Liabilities	
Current portion of long-term debt	$ 6
Accounts payable	1,798
Accrued marketing	463
Accrued employment costs	190
Other current liabilities	751
Long-term debt	9,965
Deferred income taxes	874
Accrued pension costs	2,026
Accrued postretirement health care costs	3,316
Other liabilities	416
	$ 19,805
Net assets divested in the Spin-Off	$ 4,358

Additionally, $4,308 million of accumulated other comprehensive losses primarily related to the pension and other benefit plan net liabilities transferred to Kraft Foods Group and $89 million of unearned compensation recorded within additional paid in capital were distributed to Kraft Foods Group. In total, we recorded a distribution of $8,755 million to our shareholders in connection with the Spin-Off of Kraft Foods Group.

In order to implement the Spin-Off, we entered into certain agreements with Kraft Foods Group to effect our legal and structural separation; govern the relationship between us; and allocate various assets, liabilities and obligations between us, including, among other things, employee benefits, intellectual property and tax-related assets and liabilities (see Note 14, *Income Taxes* , for additional information on the current and deferred tax assets and liabilities transferred or retained in the Spin-Off). In addition to executing the Spin-Off in the manner provided in the agreements, in November 2012, pursuant to these agreements, we paid Kraft Foods Group $163 million related to targeted cash flows (together with the $247 million of cash divested on the Distribution Date, totaling $410 million of cash transferred to Kraft Foods Group in connection with the Spin-Off). To facilitate the management, including final payment and resolution, of certain obligations, Kraft Foods Group retained certain of our North American net trade payables and receivables. We also retained approximately $140 million of workers' compensation liabilities for claims incurred by Kraft Foods Group employees prior to the Spin-Off. In November 2012, we paid Kraft Foods Group $95 million to cash settle the net trade payables and receivables and which are also reflected in table above. As of December 31, 2012, we also have a $55 million receivable from Kraft Foods Group related to the cash settlement of stock awards held by our respective employees at the time of the Spin-Off as further described in Note 11, *Stock Plans* , to the consolidated financial statements.

Our results from continuing operations include one-time Spin-Off transaction, transition and financing and related costs ("Spin-Off Costs") we have incurred to date. We recorded Spin-Off Costs of $1,053 million, or $0.39 per diluted share in 2012 and $46 million, or $0.02 per diluted share, in 2011. We expect to incur Spin-Off Costs of approximately $100 million in 2013 related primarily to human resource, customer service and logistics and information systems and processes as well as legal costs associated with revising intellectual property and other long-term agreements.

Cadbury Acquisition:
In 2010, we acquired all the outstanding shares of Cadbury Limited ("Cadbury") in an acquisition valued at $18,547 million, or $17,503 million net of cash and cash equivalents. In 2010, we incurred acquisition-related transaction costs of $218 million (recorded in selling, general and administrative expense) and acquisition-related financing fees of $96 million (recorded in interest and other expenses, net).

As a condition to granting approval of the acquisition, the EU required that we divest certain Cadbury confectionery operations in Poland and Romania. The divestitures were completed in the third quarter of 2010 and generated $342 million of sale proceeds. The impact of these divestitures was reflected as adjustments within the Cadbury final purchase accounting.

During 2010, Cadbury contributed net revenues of $9,143 million and net earnings of $530 million from February 2, 2010 through December 31, 2010. The following unaudited pro forma summary presents our consolidated results of continuing operations as if Cadbury had been acquired on January 1, 2010. These amounts were calculated after conversion to U.S. GAAP, applying our accounting policies, and adjusting Cadbury's results to reflect the additional depreciation and amortization that would have been charged assuming the fair value adjustments to property, plant and equipment, and intangible assets had been applied from January 1, 2010, together with the consequential tax effects. These adjustments also reflect the additional interest expense incurred on the debt to finance the purchase and the divestitures of certain Cadbury confectionery operations in Poland and Romania.

	Pro forma Year Ended December 31, 2010 (in millions)
Net revenues	$ 32,052
Net earnings attributable to Mondelēz International	2,115

We also acquired assets and assumed liabilities as follows (in millions):

Assets	
Cash and cash equivalents	$ 1,044
Receivables [1]	1,333
Inventories, net	1,298
Other current assets	660
Property, plant and equipment, net	3,293
Goodwill [2]	9,530
Intangible assets, net [3]	12,905
Other assets	593
	$ 30,656
Liabilities	
Short-term borrowings	$ 1,206
Accounts payable	1,605
Other current liabilities [4]	1,866
Long-term debt	2,437
Deferred income taxes	3,218
Accrued pension costs	817
Other liabilities	927
Noncontrolling interest	33
	$ 12,109
Net assets acquired	$ 18,547

(1) The gross amount of acquired receivables was $1,474 million, of which $141 million was reserved as uncollectable.
(2) Goodwill will not be deductible for statutory tax purposes and is attributable to Cadbury's workforce and the significant synergies we expect from the acquisition.
(3) We acquired $10.3 billion of indefinite-lived intangible assets, primarily trademarks, and $2.6 billion of amortizable intangible assets, primarily customer relationships and technology. Customer relationships will be amortized over approximately 13 years and technology will be amortized over approximately 12 years.
(4) Within other current liabilities, a reserve for exposures related to taxes of approximately $70 million was established within our Developing Markets segment. The cumulative exposure was approximately $150 million at December 31, 2010.

Other Divestitures and Sales of Property

During the three months ended December 31, 2012, we completed several divestitures within our Europe segment which generated cash proceeds of $200 million and pre-tax gains of $107 million. The divestitures primarily included a dinners and sauces grocery business in Germany and Belgium and a canned meat business in Italy. In 2011, there were no significant divestitures. In 2010, as discussed above, we divested businesses in Poland and Romania in connection with the acquisition of Cadbury.

During the three months ended March 31, 2012, we also sold property located in Russia which generated cash proceeds of $72 million and a pre-tax gain of $55 million which was recorded within selling, general and administrative expenses.

The aggregate operating results of the divestitures discussed above were not material to our financial statements in any of the periods presented.

2012-2014 Restructuring Program

On March 14, 2012, our Board of Directors approved $1.1 billion of restructuring and related implementation costs ("2012-2014 Restructuring Program") reflecting primarily severance, asset disposals and other manufacturing-related one-time costs. The primary objective of the restructuring and implementation activities was to ensure that both Kraft Foods Group and Mondelēz International were each set up to operate efficiently and execute on our respective business strategies upon separation and in the future. On October 23, 2012, our Board of Directors approved $400 million of additional restructuring and related implementation programs, totaling $1.5 billion of expected 2012-2014 Restructuring Program costs.

Of the $1.5 billion of 2012-2014 Restructuring Program costs, $575 million relates to Kraft Foods Group and approximately $925 million are costs we expect to incur or have incurred in our results from continuing operations.

Through December 31, 2012, we have recorded restructuring charges of $102 million, or $0.04 per diluted share, in our results from continuing operations, which were recorded within asset impairment and exit costs. In 2012, we spent $33 million on primarily severance and related costs and also recognized non-cash severance and related costs and asset write-downs (including accelerated depreciation and asset impairments) totaling $33 million. At December 31, 2012, $36 million of restructuring liabilities were recorded within other current liabilities. In 2012, we also incurred $8 million of implementation costs which were recorded within cost of sales and selling, general and administrative expenses. See Note 6, *2012-2014 Restructuring Program* , for additional information.

Integration Program

As a result of our combination with Cadbury in 2010, we launched an integration program to realize annual cost savings of approximately $750 million by the end of 2013 and revenue synergies from investments in distribution, marketing and product development. In order to achieve these cost savings and synergies and integrate the two businesses, we expect to incur total integration charges of approximately $1.5 billion through the end of 2013 (the "Integration Program").

Integration Program costs include the costs associated with combining the Cadbury operations within our Global Snacks Business and are separate from the costs related to the acquisition. Since the inception of the Integration Program, we have incurred approximately $1.3 billion of the estimated $1.5 billion total integration charges. In 2012, we met and exceeded our annual cost savings target of $750 million and achieved approximately $800 million of annual costs savings one year ahead of schedule.

We recorded Integration Program charges of $185 million in 2012, $521 million in 2011 and $646 million in 2010. During 2012, we reversed $45 million of Integration Program charges previously accrued in 2010 and primarily related to planned and announced position eliminations that did not occur within our Europe segment. We recorded these charges in operations as a part of selling, general and administrative expenses primarily within our Europe and Developing Markets segments, as well as within general corporate expenses. At December 31, 2012, we had an accrual of $202 million related to the Integration Program. See Note 7, *Integration Program and Cost Savings Initiatives* , to the consolidated financial statements for additional information.

Cost Savings Initiatives

Cost savings initiatives generally include exit, disposal and other project costs outside of our Integration Program and 2012-2014 Restructuring Program and consist of the following specific initiatives:

- In 2012, we recorded a $21 million charge primarily within the segment operating income of Europe related to severance benefits provided to terminated employees and charges in connection with the reorganization within the Europe and Developing Markets segment (the "Europe reorganization").
- In 2011, we recorded a $61 million charge primarily within the segment operating income of Europe related to severance benefits provided to terminated employees and charges in connection with the Europe reorganization. We also reversed approximately $15 million of cost savings initiative program costs across the North America and Developing Markets segments.
- In 2010, we recorded $117 million primarily within the segment operating income of Europe in connection with the Europe reorganization.

Accounting Calendar Changes in 2011 and 2010

The majority of our operating subsidiaries report results as of the last Saturday of the year. A portion of our international operating subsidiaries report results as of the last calendar day of the year. In 2011, the last Saturday of the year fell on December 31, so our 2011 results included one more week of operating results ("53rd week") than 2012 or 2010, which each had 52 weeks.

In 2011, we changed the consolidation date for certain operations of our Europe segment and in the Latin America, Central and Eastern Europe ("CEE") and Middle East and Africa ("MEA") regions within our Developing Markets segment. Previously, these operations primarily reported results two weeks prior to the end of the period. Subsequent to the 2011 changes, our Europe segment reports results as of the last Saturday of each period. Certain operations within our Developing Markets segment report results as of the last calendar day of the period or the last Saturday of the period. These changes and the 53rd week in 2011 resulted in a favorable impact to net revenues of $679 million and a favorable impact of $93 million to operating income in 2011.

In 2010, we changed the consolidation date for certain European biscuits operations, which are included within our Europe segment, and certain operations in Asia Pacific and Latin America within our Developing Markets segment. Previously, these operations primarily reported period-end results one month or two weeks prior to the end of the period. Europe moved the reporting of these operations to two weeks prior to the end of the period, and Asia Pacific and Latin America moved the reporting of these operations to the last day of the period. These changes resulted in a favorable impact to net revenues of $193 million and a favorable impact of $23 million to operating income in 2010.

We believe these changes are preferable and will improve business planning and financial reporting by better matching the close dates of the operating subsidiaries within our Europe segment and Developing Markets segment and by bringing the reporting date closer to the period-end date. As the effect to prior-period results was not material, we have not revised prior-period results.

Provision for Income Taxes

Our 2012 effective tax rate was favorably impacted by the mix of pre-tax income in various foreign jurisdictions and net tax benefits of $101 million from discrete one-time events, primarily related to the revaluation of U.K. deferred tax assets and liabilities resulting from tax legislation enacted during 2012 that reduced U.K. corporate income tax rates and net favorable tax audit settlements, partially offset by non-deductible expenses.

Our 2011 effective tax rate was favorably impacted by the mix of pre-tax income in various foreign jurisdictions and net tax benefits of $226 million from discrete one-time events, primarily from the revaluation of U.K. deferred tax assets and liabilities resulting from tax legislation enacted in 2011 that reduced U.K. corporate income tax rates, the reversal of valuation allowances on certain foreign deferred tax assets that are now expected to be realized and the net favorable impact from various U.S. federal and foreign tax audit developments during the year.

Our 2010 effective tax rate was favorably impacted by the mix of pre-tax income in various foreign jurisdictions and net tax benefits of $165 million from discrete one-time events, primarily from the favorable resolution of U.S. federal and foreign tax audits and the revaluation of U.K. deferred tax assets and liabilities resulting from tax legislation enacted in 2010 that reduced U.K. corporate income tax rates, partially offset by a write-off of deferred tax assets as a result of the U.S. health care legislation enacted in March 2010.

Consolidated Results of Operations

The following discussion compares our consolidated results of operations for 2012 with 2011 and 2011 with 2010.

2012 compared with 2011

	For the Years Ended December 31,			
	2012	2011	$ change	% change
	(in millions, except per share data)			
Net revenues	$ 35,015	$ 35,810	$ (795)	(2.2%)
Operating income	3,637	3,498	139	4.0%
Earnings from continuing operations	1,567	1,737	(170)	(9.8%)
Net earnings attributable to Mondelēz International	3,028	3,527	(499)	(14.1%)
Diluted earnings per share from continuing operations attributable to Mondelēz International	0.86	0.97	(0.11)	(11.3%)
Diluted earnings per share attributable to Mondelēz International	1.69	1.99	(0.30)	(15.1%)

Net Revenues – Net revenues decreased $795 million (2.2%) to $35,015 million in 2012, and Organic Net Revenues [(1)] increased $1,531 million (4.4%) to $36,347 million as follows.

Change in net revenues (by percentage point)	
Higher net pricing	3.3pp
Favorable volume/mix	1.1pp
Total change in organic net revenues [(1)]	**4.4%**
Unfavorable foreign currency	(4.4)pp
Impact of accounting calendar changes (including the 53 rd week of shipments)	(2.0)pp
Impact of divestitures	(0.2)pp
Total change in net revenues	**(2.2)%**

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

Organic Net Revenue growth was driven by higher net pricing and favorable volume/mix. Higher net pricing, including the impact of pricing actions from the prior year, was realized across all reportable segments as we increased pricing to offset higher input costs. Favorable volume/mix was driven by higher shipments in Developing Markets and Europe, mostly offset by lower shipments in North America, driven primarily by the completion of a co-manufacturing agreement from a previous divestiture. Unfavorable foreign currency decreased net revenues by $1,576 million, due primarily to the strength of the U.S. dollar relative to most foreign currencies, primarily the euro, Brazilian real, Indian rupee, Argentinean peso, South African rand, Russian ruble and Mexican peso. Non-recurring accounting calendar changes in 2011 resulted in a year-over-year decrease in net revenues of $679 million. Divested businesses also resulted in a year-over-year decrease in net revenues of $72 million.

Operating Income – Operating income increased $139 million (4.0%) to $3,637 million in 2012, Adjusted Operating Income [1] increased $138 million (3.4%) to $4,235 million, and Adjusted Operating Income (on a constant currency basis) [1] increased $291 million (7.1%) to $4,388 million due to the following:

	Operating Income (in millions)	Change (percentage point)
Operating Income for the Year Ended December 31, 2011	**$ 3,498**	
Integration Program costs	521	14.7pp
Spin-Off pension expense adjustment [2]	91	2.7pp
Spin-Off Costs	46	1.4pp
Operating income from divested businesses	(59)	(1.5)pp
Adjusted Operating Income for the Year Ended December 31, 2011 [1]	**$ 4,097**	
Higher net pricing	1,132	28.4pp
Higher input costs	(598)	(15.0)pp
Favorable volume/mix	114	2.8pp
Higher selling, general and administrative expenses	(293)	(7.2)pp
Impact of accounting calendar changes	(93)	(2.5)pp
Gain on sale of property	55	1.3pp
Intangible asset impairment charge	(52)	(1.3)pp
Change in unrealized gains/losses on hedging activities	37	0.9pp
Other, net	(11)	(0.3)pp
Total change in Adjusted Operating Income (constant currency) [1]	**291**	**7.1%**
Unfavorable foreign currency	(153)	(3.7)pp
Total change in Adjusted Operating Income	**138**	**3.4%**
Adjusted Operating Income for the Year Ended December 31, 2012 [1]	**$ 4,235**	
Spin-Off Costs	(444)	(12.3)pp
Integration Program costs	(140)	(3.4)pp
2012-2014 Restructuring Program costs	(110)	(3.0)pp
Spin-Off pension expense adjustment [2]	(68)	(1.9)pp
Acquisition-related costs	(1)	(0.1)pp
Gains on divestitures, net	107	2.6pp
Operating income from divested businesses	58	1.4pp
Operating Income for the Year Ended December 31, 2012	**$ 3,637**	**4.0%**

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.
(2) Represents the estimated annual benefit plan expense associated with certain benefit plan obligations transferred to Kraft Foods Group in the Spin-Off. The estimate of $91 million was based on market conditions and benefit plan assumptions as of January 1, 2012. For the year ended December 31, 2012, a prorated estimate of $68 million was reflected for the nine months prior to the Spin-Off and transfer of the benefit plan obligations to Kraft Foods Group.

Higher net pricing, including the impact of pricing actions taken in the prior year, outpaced increased input costs during 2012. The increase in input costs was driven by higher raw material costs, partially offset by lower manufacturing costs. Favorable volume/mix was driven by strong contributions from Developing Markets and Europe, partially offset by an unfavorable impact in North America. Total selling, general and administrative expenses decreased $206 million from 2011, including the benefits from a favorable impact of foreign currency on expenses, lower Integration Program costs (including the reversal of previously accrued Integration Program charges primarily related to planned and announced position eliminations that did not occur), higher expenses in the prior year related to accounting calendar changes, divested businesses and a gain on the sale of a property in Russia, which were partially offset by the Spin-Off Costs and 2012-2014 Restructuring Program costs incurred in 2012. Excluding these factors, selling, general and administrative expenses increased $293 million from 2011, driven primarily by higher advertising and consumer promotion costs in each of the geographic units, partially offset by the reversal of reserves not required carried over from the Cadbury acquisition in 2010. Unfavorable foreign currency decreased operating income by $153 million, due primarily to the strength of the U.S. dollar relative to most foreign currencies, primarily the euro, Brazilian real, Argentinean peso and Indian rupee, partially offset by the impact of adjustments in the prior year related to the highly inflationary Venezuelan economy. Accounting calendar changes made in 2011 (including the 53 rd week of shipments in 2011) decreased operating income by $93 million. In 2012, we divested property located in Russia and recorded a pre-tax gain of $55 million. During 2012, we recorded $52 million related to a trademark impairment in Japan. The change in unrealized gains / (losses) on hedging activities increased operating income by $37 million, as we recognized gains of $1 million in 2012, versus losses of $36 million in 2011.

As a result of the net effect of these drivers, operating income margin increased, from 9.8% in 2011 to 10.4% in 2012. The margin increase was due primarily to higher gross margin, reflecting the impact of pricing actions net of increased input costs and the favorable change in unrealized gains on hedging activities and overhead leverage, partially offset by the impact of higher advertising and consumer promotion costs. The favorable impacts from lower Integration Program costs and the realized net gain on divestitures were offset by the unfavorable impacts of higher Spin-Off Costs and the 2012-2014 Restructuring Program costs.

Net Earnings and Earnings per Share Attributable to Mondelēz International – Net earnings attributable to Mondelēz International of $3,028 million decreased by $499 million (14.1%) in 2012. Diluted EPS attributable to Mondelēz International was $1.69 in 2012, down 15.1% from $1.99 in 2011. Diluted EPS from continuing operations attributable to Mondelēz International was $0.86 in 2012, down 11.3% from $0.97 in 2011. Operating EPS [1] was $1.39 in 2012, up $0.01 (0.7%) from $1.38 in 2011. Operating EPS (on a constant currency basis) [1] was $1.45 in 2012, up $0.07 (5.1%) from $1.38 in 2011. These changes, shown net of tax below, were due to the following:

	Diluted EPS
Diluted EPS Attributable to Mondelēz International for the Year Ended December 31, 2011	**$ 1.99**
Discontinued operations	1.02
Diluted EPS Attributable to Mondelēz International from Continuing Operations for the Year Ended December 31, 2011	**0.97**
Integration Program costs	0.28
Spin-Off interest expense adjustment [2]	0.11
Spin-Off pension expense adjustment [3]	0.03
Spin-Off Costs	0.02
Net earnings from divested businesses	(0.03)
Operating EPS for the Year Ended December 31, 2011 [1]	**1.38**
Increases in operations	0.16
Impact of accounting calendar changes	(0.04)
Gain on sale of property	0.03
Change in unrealized gains/losses on hedging activities	0.02
Intangible asset impairment charge	(0.02)
Lower interest and other expense, net [4]	0.09
Changes in income taxes	(0.16)
Higher shares outstanding	(0.01)
Operating EPS for the Year Ended December 31, 2012 (constant currency) [1]	**1.45**
Unfavorable foreign currency	(0.06)
Operating EPS for the Year Ended December 31, 2012 [1]	**1.39**
Spin-Off Costs [5]	(0.39)
Integration Program costs	(0.08)
2012-2014 Restructuring Program costs	(0.04)
Spin-Off interest expense adjustment [2]	(0.06)
Spin-Off pension expense adjustment [3]	(0.02)
Gains on divestitures, net	0.03
Net earnings from divested businesses	0.03
Diluted EPS Attributable to Mondelēz International from Continuing Operations for the Year Ended December 31, 2012	**0.86**
Discontinued operations	0.83
Diluted EPS Attributable to Mondelēz International for the Year Ended December 31, 2012	**$ 1.69**

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.
(2) Represents interest expense associated with the assumed reduction of $6 billion of our debt on January 1, 2011 from the utilization of funds received from the $6 billion of notes Kraft Foods Group issued directly and cash proceeds distributed to us in June 2012 in connection with our Spin-Off capitalization plan. Note during the year ended December 31, 2012, a portion of the $6 billion of debt was retired. As such, we adjusted interest expense during this period as if this debt had been repaid on January 1, 2011 to ensure consistency of our assumption and related results.
(3) Represents the estimated annual benefit plan expense associated with certain benefit plan obligations transferred to Kraft Foods Group in the Spin-Off. The estimate of $91 million was based on market conditions and benefit plan assumptions as of January 1, 2012. For the year ended December 31, 2012, a prorated estimate of $68 million was reflected for the nine months prior to the Spin-Off and transfer of the benefit plan obligations to Kraft Foods Group.
(4) Excludes the favorable foreign currency impact on interest expense related to our foreign denominated debt, the change in interest expense included in Spin-Off costs and the change in interest expense associated with the assumed reduction of $6 billion of our debt on January 1, 2011 from the utilization of funds received from the $6 billion of notes Kraft Foods Group issued directly and cash proceeds distributed to us in June 2012 in connection with our Spin-Off capitalization plan.
(5) Spin-Off costs include $444 million of pre-tax Spin-Off Costs in selling, general and administrative expense and $609 million of pre-tax Spin-Off Costs in interest expense.

Table of Contents

2011 compared with 2010

	For the Years Ended December 31, 2011	2010	$ change	% change
	(in millions, except per share data)			
Net revenues	$ 35,810	$ 31,489	$ 4,321	13.7%
Operating income	3,498	2,496	1,002	40.1%
Earnings from continuing operations	1,737	672	1,065	158.5%
Net earnings attributable to Mondelēz International	3,527	4,114	(587)	(14.3%)
Diluted earnings per share from continuing operations attributable to Mondelēz International	0.97	0.38	0.59	155.3%
Diluted earnings per share attributable to Mondelēz International	1.99	2.39	(0.40)	(16.7%)

Net Revenues – Net revenues increased $4,321 million (13.7%) to $35,810 million in 2011, and Organic Net Revenues [(1)] increased $2,193 million (7.0%) to $33,385 million as follows.

Change in net revenues (by percentage point)	
Higher net pricing	5.5pp
Favorable volume/mix	1.5pp
Total change in organic net revenues [(1)]	**7.0%**
Favorable foreign currency	3.4pp
Impact of the Cadbury acquisition [(2)]	2.3pp
Impact of accounting calendar changes (including the 53 rd week of shipments)	1.4pp
Impact of divestitures	(0.4)pp
Total change in net revenues	**13.7%**

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.
(2) Impact of acquisition reflects the incremental January 2011 operating results from our Cadbury acquisition.

Organic Net Revenue growth was driven by higher net pricing and favorable volume/mix. Higher net pricing was realized across all reportable segments as we increased pricing to offset higher input costs. Favorable volume/mix was driven primarily by higher shipments in Developing Markets. Favorable foreign currency increased net revenues by $1,074 million, due primarily to the strength of most foreign currencies relative to the U.S. dollar, primarily the euro, Australian dollar, Brazilian real, Swedish krona, British pound, Swiss franc, Canadian dollar and Russian ruble. The Cadbury acquisition (due to the incremental January 2011 operating results) added $697 million in net revenues in 2011. Accounting calendar changes (including the 53 rd week of shipments in 2011 and excluding the effects of foreign currency) added $655 million in net revenues in 2011, as compared to $193 million in 2010. These gains were partially offset by the impact of divestitures.

Operating Income – Operating income increased $1,002 million (40.1%) to $3,498 million in 2011, and Adjusted Operating Income [(1)] increased $654 million (18.7%) to $4,156 million, and Adjusted Operating Income (on a constant currency basis) [(1)] increased $495 million (14.1%) to $3,997 million due to the following:

	Operating Income (in millions)	Change (percentage point)
Operating Income for the Year Ended December 31, 2010	**$ 2,496**	
Integration Program costs	646	23.4pp
Acquisition-related costs – Cadbury	273	13.4pp
Spin-Off pension expense adjustment [(2)]	91	5.0pp
Operating income from divested businesses	(4)	(0.2)pp
Adjusted Operating Income for the Year Ended December 31, 2010 [(1)]	**$ 3,502**	
Higher net pricing	1,715	48.9pp
Higher input costs	(1,562)	(44.6)pp
Favorable volume/mix	293	8.4pp
Higher selling, general and administrative expenses	(71)	(2.0)pp
Incremental operating income from the Cadbury acquisition [(3)]	83	2.4pp
Change in unrealized gains/losses on hedging activities	(74)	(2.1)pp
Impact from accounting calendar changes	66	1.8pp
Lower net asset impairment and exit costs	31	0.9pp
Other, net	14	0.4pp
Total change in Adjusted Operating Income (constant currency) [(1)]	**495**	**14.1%**
Favorable foreign currency	159	4.6pp
Total change in Adjusted Operating Income	**654**	**18.7%**
Adjusted Operating Income for the Year Ended December 31, 2011 [(1)]	**$ 4,156**	
Integration Program costs	(521)	(14.8)pp
Spin-Off pension expense adjustment [(2)]	(91)	(3.5)pp
Spin-Off Costs	(46)	(1.9)pp
Operating Income for the Year Ended December 31, 2011	**$ 3,498**	**40.1%**

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.
(2) Represents the estimated annual benefit plan expense associated with certain benefit plan obligations transferred to Kraft Foods Group in the Spin-Off. The estimate of $91 million was based on market conditions and benefit plan obligations as of January 1, 2012.
(3) Impact of acquisition reflects the incremental January 2011 operating results from our Cadbury acquisition.

Higher pricing outpaced increased input costs during 2011. The increase in input costs was driven by significantly higher raw material costs, as well as higher manufacturing costs. Favorable volume/mix was driven by a strong contribution from Developing Markets, partially offset by an unfavorable impact in North America. Total selling, general and administrative expenses increased $242 million from 2010, including the detriments from an unfavorable impact of foreign currency on expenses, the incremental expenses associated with our Cadbury acquisition and 2011 accounting calendar changes, partially offset by lower Integration Program costs and lower expenses related to divested businesses. Excluding these factors, selling, general and administrative expenses increased $71 million from 2010, driven primarily by higher advertising and consumer promotion costs in Developing Markets. Favorable foreign currency increased operating income by $159 million, due primarily to the strength of most foreign currencies relative to U.S. dollar, primarily the euro, Australian dollar and Brazilian real. The Cadbury acquisition, due to the incremental January 2011 operating results, increased operating income by $83 million. The change in unrealized gains/losses on hedging activities decreased operating income by $74 million, as we recognized losses of $36 million in 2011, versus gains of $38 million in 2010. Accounting calendar changes (including the 53 rd week of shipments in 2011 and excluding the effects of foreign currency) added $66 million in operating income, as we realized operating income from accounting calendar changes of $89 million in 2011, versus $23 million in 2010. During 2011, we reversed $5 million in restructuring program charges recorded in prior years, versus a reversal of $29 million in restructuring program charges recorded in prior years during 2010. We recorded asset impairment charges of $55 million in 2010 related to intangible assets in China and the Netherlands and on a biscuit plant and related property, plant and equipment in France.

As a result of the net effect of these drivers, operating income margin increased, from 7.9% in 2010 to 9.8% in 2011. The margin increase was due primarily to overhead leverage, lower acquisition-related costs and lower Integration Program costs, which more than offset a decline in gross profit margin, driven primarily by the impact of the higher revenue base on the margin calculation.

Net Earnings and Earnings per Share Attributable to Mondelēz International – Net earnings attributable to Mondelēz International of $3,527 million decreased by $587 million (14.3%) in 2011. Diluted EPS attributable to Mondelēz International was $1.99 in 2011, down 16.7% from $2.39 in 2010. Diluted EPS from continuing operations attributable to Mondelēz International was $0.97 in 2011, up 155.3% from $0.38 in 2010. Operating EPS [1] was $1.41 in 2011, up $0.35 (33.0%) from $1.06 in 2010. Operating EPS (on a constant currency basis) [1] was $1.34 in 2012, up $0.28 (26.4%) from $1.06 in 2011. These changes, shown net of tax below, were due to the following:

	Diluted EPS
Diluted EPS Attributable to Mondelēz International for the Year Ended December 31, 2010	**$ 2.39**
Discontinued operations	2.01
Diluted EPS Attributable to Mondelēz International from Continuing Operations for the Year Ended December 31, 2010	**0.38**
Integration Program costs	0.29
Acquisition-related costs	0.13
Acquisition-related interest and other expense, net	0.09
Spin-Off interest expense adjustment [2]	0.11
Spin-Off pension expense adjustment [3]	0.03
U.S. health care legislation impact on deferred taxes	0.03
Operating EPS for the Year Ended December 31, 2010 [1]	**1.06**
Increases in operations	0.17
Increases in operations from the Cadbury acquisition [4]	0.03
Change in unrealized gains/losses on hedging activities	(0.03)
Impact from accounting calendar changes	0.02
Lower net asset impairments and exit costs	0.01
Higher interest and other expense, net [5]	(0.04)
Changes in income taxes [6]	0.16
Higher shares outstanding	(0.04)
Operating EPS for the Year Ended December 31, 2011 (constant currency) [1]	**1.34**
Favorable foreign currency	0.07
Operating EPS for the Year Ended December 31, 2011 [1]	**1.41**
Integration Program costs	(0.28)
Spin-Off interest expense adjustment [2]	(0.11)
Spin-Off pension expense adjustment [3]	(0.03)
Spin-Off Costs	(0.02)
Diluted EPS Attributable to Mondelēz International from Continuing Operations for the Year Ended December 31, 2011	**0.97**
Discontinued operations	1.02
Diluted EPS Attributable to Mondelēz International for the Year Ended December 31, 2011	**$ 1.99**

(1) Please see the *Non-GAAP Financial Measures* section at the end of this item.
(2) Represents interest expense associated with the assumed reduction of $6 billion of our debt on January 1, 2010 from the utilization of funds received from the $6 billion of notes Kraft Foods Group issued directly and cash proceeds distributed to us in June 2012 in connection with our Spin-Off capitalization plan. Note during the year ended December 31, 2012, a portion of the $6 billion of debt was retired. As such, we adjusted interest expense during this period as if this debt had been repaid on January 1, 2010 to ensure consistency of our assumption and related results.
(3) Represents the estimated annual benefit plan expense associated with certain benefit plan obligations transferred to Kraft Foods Group in the Spin-Off. The estimate of $91 million was based on market conditions and benefit plan assumptions as of January 1, 2012.
(4) Impact of acquisition reflects the incremental January 2011 operating results from our Cadbury acquisition.
(5) Excludes the unfavorable foreign currency impact on interest expense related to our foreign denominated debt and the impacts of acquisition-related interest and other expense, net, and includes a loss of $157 million related to several interest rate swaps that settled in 2011.
(6) Excludes the impact of the 2010 U.S. health care legislation on deferred taxes.

Results of Operations by Reportable Segment

We manage and report operating results through three geographic reporting units: Developing Markets, Europe and North America. We manage the operations of Developing Markets by location and Europe and North America by product category.

The following discussion compares our segment results from continuing operations for the following periods –

	For the Years Ended December 31,		
	2012	2011	2010
		(in millions)	
Net revenues:			
Developing Markets	$ 15,655	$ 15,621	$ 13,420
Europe	12,457	13,356	11,628
North America	6,903	6,833	6,441
Net revenues	$ 35,015	$ 35,810	$ 31,489

	For the Years Ended December 31,		
	2012	2011	2010
		(in millions)	
Earnings from continuing operations before income taxes:			
Operating income:			
Developing Markets	$ 2,067	$ 2,003	$ 1,533
Europe	1,613	1,406	1,115
North America	873	863	805
Unrealized gains / (losses) on hedging activities	1	(36)	38
Certain U.S. pension plan costs	(92)	(76)	(56)
General corporate expenses	(714)	(437)	(511)
Amortization of intangibles	(217)	(225)	(210)
Gains on divestitures, net	107	–	–
Acquisition-related costs	(1)	–	(218)
Operating income	3,637	3,498	2,496
Interest and other expense, net	(1,863)	(1,618)	(1,770)
Earnings from continuing operations before income taxes	$ 1,774	$ 1,880	$ 726

As discussed in Note 16, *Segment Reporting* , we use segment operating income to evaluate segment performance and allocate resources. We believe it is appropriate to disclose this measure to help investors analyze segment performance and trends. Segment operating income excludes unrealized gains and losses on hedging activities (which are a component of cost of sales), certain components of our U.S. pension plan cost (which are a component of cost of sales and selling, general and administrative expenses), general corporate expenses (which are a component of selling, general and administrative expenses), amortization of intangibles, gains and losses on divestitures and acquisition-related costs (which are a component of selling, general and administrative expenses) in all periods presented. We exclude the unrealized gains and losses on hedging activities from segment operating income in order to provide better transparency of our segment operating results. Once realized, the gains and losses on hedging activities are recorded within segment operating results. We exclude certain components of our U.S. pension plan cost from segment operating income because we centrally manage pension plan funding decisions and the determination of discount rate, expected rate of return on plan assets and other actuarial assumptions. Therefore, we allocate only the service cost component of our U.S. pension plan expense to segment operating income. We exclude general corporate expenses, amortization of intangibles, gains and losses on divestitures and acquisition-related costs from segment operating income in order to provide better transparency of our segment operating results.

On February 8, 2013, the Venezuelan government announced the devaluation of the official Venezuelan bolivar exchange rate from 4.30 bolivars to 6.30 bolivars to the U.S. dollar and the elimination of the second-tier, government-regulated SITME exchange rate previously applied to value certain types of transactions. The impact of these announced changes resulted in a one-time $30 million unfavorable foreign currency impact which we will record within our Latin America operating segment in the first quarter of 2013. We began accounting for the results of our Venezuelan subsidiaries in U.S. dollars on January 1, 2010, as prescribed under U.S. GAAP for highly inflationary economies. We use the official Venezuelan bolivar exchange rate to translate the results of our Venezuelan operations into U.S. dollars. During 2012 and 2011, we recorded immaterial foreign currency impacts in connection with highly inflationary accounting for Venezuela. In 2010, we recorded $115 million of unfavorable foreign currency impacts including a one-time $34 million charge upon adopting highly inflationary accounting for Venezuela.

In 2012, we divested property of a Developing Markets subsidiary located in Russia for $72 million in net proceeds and recorded a $55 million pre-tax gain within selling, general and administrative expenses.

In 2012, net changes in unrealized gains / (losses) on hedging activities were favorable, primarily related to gains on foreign currency contracts and commodity hedging activity of $1 million. In 2011, net changes in unrealized gains / (losses) on hedging activities were unfavorable, primarily related to losses on foreign currency contracts and commodity hedging activity of $36 million. In 2010, net changes in unrealized gains / (losses) on hedging activities were favorable, primarily related to gains on foreign currency contracts and commodity hedging activity of $38 million.

In connection with our 2012-2014 Restructuring Program, during 2012 we recorded restructuring charges of $102 million in operations, as a part of asset impairment and exit costs and implementation costs of $8 million in operations, as a part of cost of sales and selling, general and administrative expenses. These charges were recorded primarily within our North America segment.

In 2012, we recorded a $44 million benefit within our Europe segment related to the reversal of reserves carried over from the Cadbury acquisition in 2010 which was subsequently determined to not be required.

We recorded Integration Program charges of $185 million in 2012, $521 million in 2011 and $646 million in 2010. During 2012, we reversed $45 million of Integration Program charges previously accrued in 2010 primarily related to planned and announced position eliminations that did not occur within our Europe segment. We recorded charges in the Integration Program in operations, as a part of selling, general and administrative expenses primarily within our Europe and Developing Markets segments, as well as within general corporate expenses.

The 2012 increase in general corporate expenses was due primarily to $407 million of Spin-Off Costs recorded within general corporate expenses, partially offset by lower Integration Program costs. The 2011 decrease in general corporate expenses was due primarily to lower Integration Program costs in 2011. In 2010, general corporate expenses included $155 million of Integration Program costs, as well as the addition of Cadbury's corporate charges.

In 2012, we received $200 million in proceeds and recorded pre-tax gains of $107 million primarily related to the divestitures in Germany, Belgium and Italy. In 2011, there were no significant divestitures. In 2010, we divested businesses in Poland and Romania in connection with the acquisition of Cadbury, and reflected the impacts of these divestitures as adjustments to the Cadbury purchase price allocations.

In 2010, we acquired Cadbury and incurred $218 million of acquisition-related costs which was recorded within selling, general and administrative expenses.

The 2012 increase in interest and other expense, net was due primarily to $609 million of Spin-Off Costs recorded within interest expense, partially offset by a 2011 loss of $157 million related to several interest rate swaps that were settled in 2011, as well as lower long-term debt interest expense. The 2011 decrease in interest and other expense, net was due primarily to $251 million of acquisition-related financing fees recorded in 2010, partially offset by the loss of $157 million related to several interest rate swaps that settled in 2011.

Developing Markets

	For the Years Ended December 31,			
	2012	2011	$ change	% change
	(in millions)			
Net revenues	$ 15,655	$ 15,621	$ 34	0.2%
Segment operating income	2,067	2,003	64	3.2%

	For the Years Ended December 31,			
	2011	2010	$ change	% change
	(in millions)			
Net revenues	$ 15,621	$ 13,420	$ 2,201	16.4%
Segment operating income	2,003	1,533	470	30.7%

2012 compared with 2011:

Net revenues increased $34 million (0.2%), due to higher net pricing (5.1 pp) and favorable volume/mix (1.9 pp), mostly offset by unfavorable foreign currency (5.6 pp) and the impact of prior year's accounting calendar changes (1.2 pp). In Central and Eastern Europe, net revenues decreased driven by unfavorable foreign currency and the impact of prior year's accounting calendar changes (including the 53 rd week of shipments in 2011), partially offset by higher net pricing across most of the region and favorable volume/mix. In Middle East and Africa, net revenues increased driven by favorable volume/mix and higher net pricing across most of the region, partially offset by unfavorable foreign currency and the impact of prior year's accounting calendar changes. In Latin America, net revenues decreased driven by unfavorable foreign currency, unfavorable volume/mix primarily in Mexico and Venezuela and the impact of prior year's accounting calendar changes, partially offset by higher net pricing across the region. In Asia Pacific, net revenues increased due to higher net pricing across most of the region, favorable volume/mix primarily in China, Southeast Asia and Australia/New Zealand, partially offset by unfavorable foreign currency.

Segment operating income increased $64 million (3.2%), due primarily to higher net pricing, favorable volume/mix, lower Integration Program costs and a gain on the sale of a property in Russia, partially offset by higher raw material costs, higher advertising and consumer promotion costs, unfavorable foreign currency, an asset impairment charge related to a trademark in Japan, higher other selling, general and administrative expenses, higher manufacturing costs, Spin-Off Costs incurred, the impact from prior year's accounting calendar changes and costs incurred for the 2012-2014 Restructuring Program.

2011 compared with 2010:

Net revenues increased $2,201 million (16.4%), due to higher net pricing (7.4 pp), favorable volume/mix (4.0 pp), favorable foreign currency (3.0 pp), our Cadbury acquisition (2.8 pp), and the impact of accounting calendar changes (including the 53 rd week of shipments in 2011) (0.1 pp), partially offset by the impact of the 2010 divestiture of certain Cadbury confectionery operations in Poland and Romania (0.9 pp). In Central and Eastern Europe, net revenues increased, driven by higher net pricing across the region, the impact of accounting calendar changes (including the 53 rd week of shipments in 2011), favorable foreign currency and our Cadbury acquisition, partially offset by the impact of divestitures and unfavorable volume/mix. In Middle East and Africa, net revenues increased, driven by higher net pricing across the region, our Cadbury acquisition, favorable volume/mix and the impact of accounting calendar changes, partially offset by unfavorable foreign currency. In Latin America, net revenues increased, driven by higher net pricing across the region, favorable volume/mix across most of the region, our Cadbury acquisition and favorable foreign currency, partially offset by the impact of accounting calendar changes. In Asia Pacific, net revenues increased, due primarily to favorable volume/mix, favorable foreign currency, our Cadbury acquisition and higher net pricing across most of the region, partially offset by the impact of accounting calendar changes.

Segment operating income increased $470 million (30.7%), due primarily to higher net pricing, favorable volume/mix, favorable foreign currency, our Cadbury acquisition due to the incremental January 2011 operating results, 2010 asset impairment charges related to trademarks in China, lower acquisition-related costs and lower Integration Program costs. These favorable variances were partially offset by higher raw material costs, higher manufacturing costs, higher other selling, general and administrative expenses (net of a gain on the sale of land) and higher advertising and consumer promotion costs.

Europe

	For the Years Ended December 31,			
	2012	2011	$ change	% change
	(in millions)			
Net revenues	$ 12,457	$ 13,356	$ (899)	(6.7%)
Segment operating income	1,613	1,406	207	14.7%

	For the Years Ended December 31,			
	2011	2010	$ change	% change
	(in millions)			
Net revenues	$ 13,356	$ 11,628	$ 1,728	14.9%
Segment operating income	1,406	1,115	291	26.1%

2012 compared with 2011:

Net revenues decreased $899 million (6.7%), due to unfavorable foreign currency (5.3 pp), the impact of prior year's accounting calendar changes (including the 53 rd week of shipments in 2011) (3.4 pp) and the impact of divestitures (0.3 pp), partially offset by favorable volume/mix (1.5 pp) and higher net pricing (0.8 pp). Unfavorable foreign currency was due to the strength of the U.S. dollar relative to most foreign currencies, primarily the euro, British pound sterling, Swedish krona and Swiss Franc. Favorable volume/mix was driven primarily by higher shipments in chocolate, biscuits and coffee, partially offset by lower shipments in cheese & grocery and gum & candy. Higher net pricing was reflected across all categories except chocolate.

Segment operating income increased $207 million (14.7%), due primarily to lower Integration Program costs (including the $45 million reversal of Integration Program charges previously accrued in 2010 primarily related to planned and announced position eliminations that did not occur upon concluding the majority of local workers council negotiations in April 2012), lower manufacturing costs, higher net pricing, lower other selling, general and administrative expenses (which includes a $44 million benefit related to the reversal of reserves not required carried over from the Cadbury acquisition in 2010), and favorable volume/mix, partially offset by higher advertising and consumer promotion costs, higher raw material costs, unfavorable foreign currency, the impact of prior year's accounting calendar changes (including the 53 rd week of shipments in 2011) and costs incurred for the 2012-2014 Restructuring Program.

2011 compared with 2010:

Net revenues increased $1,728 million (14.9%), due to favorable foreign currency (5.5 pp), higher net pricing (4.4 pp), the impact of accounting calendar changes (including the 53 rd week of shipments) (3.0 pp), our Cadbury acquisition (1.8 pp) and favorable volume/mix (0.2 pp). Favorable foreign currency was due to the strength of most foreign currencies relative to the U.S. dollar, primarily the euro, Swedish krona, British pound sterling and Swiss franc. Higher net pricing was reflected across all major categories except gum & candy. Favorable volume/mix was due primarily to higher shipments in biscuits and chocolate, partially offset by lower shipments in coffee, cheese & grocery and gum & candy.

Segment operating income increased $291 million (26.1%), due primarily to higher net pricing, lower manufacturing costs, lower other selling, general and administrative expenses, favorable foreign currency, the impact of accounting calendar changes (including the 53 rd week of shipments), the absence of asset impairment charges recorded in 2010, our Cadbury acquisition due to the incremental January 2011 operating results, lower acquisition-related costs, lower advertising and consumer promotion costs and favorable volume/mix. These favorable factors were partially offset by higher raw material costs and lower reversal of prior years' restructuring program costs.

Table of Contents

North America

	For the Years Ended December 31,			
	2012	2011	$ change	% change
	(in millions)			
Net revenues	$ 6,903	$ 6,833	$ 70	1.0%
Segment operating income	873	863	10	1.2%

	For the Years Ended December 31,			
	2011	2010	$ change	% change
	(in millions)			
Net revenues	$ 6,833	$ 6,441	$ 392	6.1%
Segment operating income	863	805	58	7.2%

2012 compared with 2011:

Net revenues increased $70 million (1.0%), due to higher net pricing (3.6 pp), partially offset by unfavorable volume/mix (1.2 pp), the impact of prior year's 53 rd week of shipments (1.0 pp), the impact of divestitures (0.2 pp) and unfavorable foreign currency (0.2 pp). In the U.S., net revenues increased due to higher net pricing, partially offset by the impact of prior year's 53 rd week of shipments, unfavorable volume/mix including the impact of package size changes primarily in biscuits and the impact of divestitures. Higher net pricing was reflected primarily in biscuits. In Canada, net revenues decreased due to unfavorable volume/mix, unfavorable foreign currency and the impact of prior year's 53 rd week of shipments, partially offset by higher net pricing. Unfavorable volume/mix was due primarily to lower shipments in chocolate and gum & candy as well as the completion of a co-manufacturing agreement from a previous divestiture, partially offset by higher shipments in biscuits. Higher net pricing was reflected primarily in biscuits and chocolate.

Segment operating income increased $10 million (1.2%), due primarily to higher net pricing, lower Integration Program costs and lower manufacturing costs, partially offset by higher raw material costs, costs incurred for the 2012-2014 Restructuring Program, unfavorable volume/mix, higher advertising and consumer promotion costs, higher other selling, general and administrative expenses and the impact of the prior year's 53 rd week of shipments.

2011 compared with 2010:

Net revenues increased $392 million (6.1%), due to higher net pricing (3.5 pp), our Cadbury acquisition (1.8 pp), the impact of the 53 rd week of shipments (1.1 pp) and favorable foreign currency (0.7 pp), partially offset by unfavorable volume/mix (1.0 pp). In the U.S., net revenues increased, due to higher net pricing, our Cadbury acquisition and the impact of the 53 rd week of shipments, partially offset by unfavorable volume/mix. Higher net pricing was reflected across all categories. Unfavorable volume/mix was due primarily to lower shipments in gum & candy, partially offset by higher shipments in biscuits. In Canada, net revenues increased, driven primarily by favorable foreign currency, our Cadbury acquisition, the impact of the 53 rd week of shipments and higher net pricing, partially offset by unfavorable volume/mix. Higher net pricing was reflected primarily in biscuits. Unfavorable volume/mix was due primarily to lower shipments in chocolate and biscuits.

Segment operating income increased $58 million (7.2%), due to higher net pricing, lower other selling, general and administrative expenses, our Cadbury acquisition due to the incremental January 2011 operating results, the impact of the 53 rd week of shipments, favorable foreign currency, lower acquisition-related costs and lower advertising and consumer promotion costs, partially offset by higher raw material costs, higher manufacturing costs, unfavorable volume/mix, and higher Integration Program costs.

Critical Accounting Policies

Note 1, *Summary of Significant Accounting Policies* , to the consolidated financial statements includes a summary of the significant accounting policies we used to prepare our consolidated financial statements. We have discussed the selection and disclosure of our critical accounting policies and estimates with our Audit Committee. The following is a review of the more significant assumptions and estimates, as well as the accounting policies we used to prepare our consolidated financial statements.

Principles of Consolidation:
The consolidated financial statements include Mondelēz International, as well as our wholly owned and majority owned subsidiaries. The majority of our operating subsidiaries report results as of the last Saturday of the year. A portion of our international operating subsidiaries report results as of the last calendar day. In 2011, the last Saturday of the year fell on December 31, so our 2011 results included one more week of operating results ("53 rd week") than 2012 or 2010, which each had 52 weeks.

In 2011, we changed the consolidation date for certain operations of our Europe segment and in the Latin America, Central and Eastern Europe ("CEE") and Middle East and Africa ("MEA") regions within our Developing Markets segment. Previously, these operations primarily reported results two weeks prior to the end of the period. Subsequent to the 2011 changes, our Europe segment reports results as of the last Saturday of each period. Certain operations within our Developing Markets segment now report results as of the last calendar day of the period or the last Saturday of the period. These changes and the 53 rd week in 2011 resulted in a favorable impact to net revenues of $679 million and a favorable impact of $93 million to operating income in 2011.

In 2010, we changed the consolidation date for certain European biscuits operations, which are included within our Europe segment, and certain operations in Asia Pacific and Latin America within our Developing Markets segment. Previously, these operations primarily reported period-end results one month or two weeks prior to the end of the period. Europe moved the reporting of these operations to two weeks prior to the end of the period, and Asia Pacific and Latin America moved the reporting of these operations to the last day of the period. These changes resulted in a favorable impact to net revenues of $193 million and a favorable impact of $23 million to operating income in 2010.

We believe these changes are preferable and will improve business planning and financial reporting by better matching the close dates of the operating subsidiaries within our Europe and Developing Markets segments and by bringing the reporting dates closer to the period-end date. As the effect to prior-period results was not material, we have not revised prior-period results.

We account for investments in which we exercise significant influence (20%-50% ownership interest) under the equity method of accounting. We use the cost method of accounting for investments in which we have an ownership interest of less than 20% and in which we do not exercise significant influence. Noncontrolling interest in subsidiaries consists of the equity interest of noncontrolling investors in consolidated subsidiaries of Mondelēz International. All intercompany transactions are eliminated.

Use of Estimates:
We prepare our consolidated financial statements in accordance with U.S. GAAP, which requires us to make estimates and assumptions that affect a number of amounts in our consolidated financial statements. Significant accounting policy elections, estimates and assumptions include, among others, pension and benefit plan assumptions, valuation assumptions of goodwill and intangible assets, useful lives of long-lived assets, marketing program accruals, insurance and self-insurance reserves and income taxes. We base our estimates on historical experience and other assumptions that we believe are reasonable. If actual amounts differ from estimates, we include the revisions in our consolidated results of operations in the period in which we know the actual amounts. Historically, the aggregate differences, if any, between our estimates and actual amounts in any year have not had a material effect on our consolidated financial statements.

Inventories:
Inventories are stated at the lower of cost or market. We value all our inventories using the average cost method. We also record inventory allowances for overstocked and obsolete inventories due to ingredient and packaging changes.

Long-Lived Assets:
We review long-lived assets, including amortizable intangible assets, for impairment when conditions exist that indicate the carrying amount of the assets may not be fully recoverable. We perform undiscounted operating cash flow analyses to determine if an impairment exists. When testing for impairment of assets held for use, we group assets and liabilities at the lowest level for which cash flows are separately identifiable. If an impairment is determined to exist, the loss is calculated based on estimated fair value. Impairment losses on assets to be disposed of, if any, are based on the estimated proceeds to be received, less costs of disposal.

In 2012, we recorded impairment charges of $18 million within the 2012-2014 Restructuring Program. We did not record any asset impairments in 2011. In 2010, we recorded an impairment of $12 million for certain property, plant and equipment in a biscuit plant in France.

Goodwill and Non-Amortizable Intangible Assets:
We test goodwill and non-amortizable intangible assets for impairment at least annually on October 1. We assess goodwill impairment risk by first performing a qualitative review of entity-specific, industry, market and general economic factors for each reporting unit. If significant potential goodwill impairment risk exists for a specific reporting unit, we apply a two-step quantitative test. The first step compares the reporting unit's estimated fair value with its carrying value. We estimate a reporting unit's fair value using a 20-year projection of discounted cash flows which incorporates planned growth rates, market-based discount rates and estimates of residual value. For reporting units within our North America and Europe geographic units, we used a market-based, weighted-average cost of capital of 6.3% to discount the projected cash flows of those operations. For reporting units within our Developing Markets geographic unit, we used a risk-rated discount rate of 9.3%. Estimating the fair value of individual reporting units requires us to make assumptions and estimates regarding our future plans, industry and economic conditions. Our actual results and conditions may differ over time. If the carrying value of a reporting unit's net assets exceeds its fair value, the second step is applied to measure the difference between the carrying value and implied fair value of goodwill. If the carrying value of goodwill exceeds its implied fair value, the goodwill is considered impaired and reduced to its implied fair value.

In 2012, 2011 and 2010, there were no impairments of goodwill. In connection with our 2012 annual impairment testing, we noted two reporting units which were more sensitive to near-term changes in discounted cash flow assumptions: U.S. Confections with $2,177 million of goodwill as of December 31, 2012 and fair value in excess of its carrying value of net assets of 9% and Europe Biscuits with $2,569 million of goodwill as of December 31, 2012 and fair value in excess of its carrying value of net assets of 16%. While the reporting units passed the first step of the impairment test, if the segment operating income or another valuation assumption for either reporting unit were to deteriorate significantly in the future, it could adversely affect the estimated fair value. If we are unsuccessful in our plans to increase the profitability of these businesses, the estimated fair values could fall further and lead to a potential goodwill impairment in the future.

We test non-amortizable intangible assets for impairment by first performing a qualitative review by assessing events and circumstances that could affect the fair value or carrying value of the indefinite-lived intangible asset. If significant potential impairment risk exists for a specific non-amortizable intangible asset, we quantitatively test for impairment by comparing the fair value of each intangible asset with its carrying value. Fair value of non-amortizable intangible assets is determined using planned growth rates, market-based discount rates and estimates of royalty rates. If the carrying value of the asset exceeds its fair value, the intangible asset is considered impaired and is reduced to its estimated fair value. We record intangible asset impairment charges within asset impairment and exit costs.

During our 2012 review of non-amortizable intangible assets, we recorded $52 million of charges related to a trademark on a Japanese chewing gum product within our Developing Markets segment which had significantly lower revenue. The fair value of the intangible asset was determined under a relief of royalty valuation, which models the cash flows from the trademark assuming royalties were received under a licensing arrangement. The charge was calculated as the excess of the carrying value of the intangible asset over its estimated fair value and was recorded within asset impairment and exit costs. During our 2011 review, there were no impairments of non-amortizable intangible assets. During our 2010 review, we recorded a $13 million charge for the impairment of intangible assets in the Netherlands and a $30 million charge for the impairment of intangible assets in China.

Insurance and Self-Insurance:
We use a combination of insurance and self-insurance for a number of risks, including workers' compensation, general liability, automobile liability, product liability and our obligation for employee health care benefits. We estimate the liabilities associated with these risks by evaluating and making judgments about historical claims experience and other actuarial assumptions and the estimated impact on future results.

Revenue Recognition:
We recognize revenues when title and risk of loss pass to customers, which generally occurs upon shipment or delivery of goods. Revenues are recorded net of consumer incentives and trade promotions and include all shipping and handling charges billed to customers. Our shipping and handling costs are classified as part of cost of sales. Provisions for product returns and customer allowances are also recorded as reductions to revenues within the same period that the revenue is recognized.

Marketing and Research and Development:
We promote our products with advertising, consumer incentives and trade promotions. These programs include, but are not limited to, discounts, coupons, rebates, in-store display incentives and volume-based incentives. We expense advertising costs either in the period the advertising first takes place or as incurred. Consumer incentive and trade promotion activities are recorded as a reduction to revenues based on amounts estimated due to customers and consumers at the end of a period. We base these estimates principally on historical utilization and redemption rates. For interim reporting purposes, advertising and consumer incentive expenses are charged to operations as a percentage of volume, based on estimated volume and related expense for the full year. We do not defer costs on our year-end consolidated balance sheet and all marketing costs are recorded as an expense in the year incurred. Advertising expense was $1,815 million in 2012, $1,860 million in 2011, and $1,729 million in 2010. We expense product research and development costs as incurred. Research and development expense was $462 million in 2012, $511 million in 2011, and $404 million in 2010. We record marketing and research and development expenses within selling, general and administrative expenses.

Environmental Costs:
Throughout the countries in which we do business, we are subject to local, national and multi-national environmental laws and regulations relating to the protection of the environment. We have programs across our business units designed to meet applicable environmental compliance requirements.

In the United States, the laws and regulations include the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”). CERCLA imposes joint and severable liability on each potentially responsible party. As of December 31, 2012, our subsidiaries were involved in one active proceeding in the U.S. under a state equivalent of CERCLA related to our current operations. As of December 31, 2011, our subsidiaries were involved in 68 active actions. Except for the one active proceeding we retained, all the remaining active actions relate to and were retained by the divested Kraft Foods Group business.

As of December 31, 2012, we accrued an immaterial amount for environmental remediation. Based on information currently available, we believe that the ultimate resolution of existing environmental remediation actions and our compliance in general with environmental laws and regulations will not have a material effect on our financial results.

Employee Benefit Plans:
We provide a range of benefits to our current and retired employees. Depending on jurisdictions, tenure, presence of a union, job level and other factors, these include pension benefits, postretirement health care benefits and postemployment benefits, consisting primarily of severance. We record amounts relating to these plans based on calculations specified by U.S. GAAP. These calculations require the use of various actuarial assumptions, such as discount rates, assumed rates of return on plan assets, compensation increases, turnover rates and health care cost trend rates. We review our actuarial assumptions on an annual basis and make modifications to the assumptions based on current rates and trends when appropriate. As permitted by U.S. GAAP, we generally amortize any effect of the modifications over future periods. We believe that the assumptions used in recording our plan obligations are reasonable based on our experience and advice from our actuaries. Refer to Note 10, *Benefit Plans* , to the consolidated financial statements for a discussion of the assumptions used.

In connection with the Spin-Off, we transferred to Kraft Foods Group, the plan liabilities and assets associated with the Kraft Foods Group active and retired employees and certain of our retired employees that previously participated in our North American benefit plans. At October 1, 2012, we transferred benefit plan liabilities of $12,218 million, pension plan assets of $6,550 million, accumulated other comprehensive losses, net of tax, of $3,810 million and $2,146 million of related deferred tax assets. We also expect annual pension expenses to decrease by $91 million in connection with certain of our North American benefit plan obligations which were transferred to Kraft Foods Group in the Spin-Off.

We recorded the following amounts in earnings from continuing operations for these employee benefit plans during the years ended December 31, 2012, 2011 and 2010:

	2012	2011	2010
		(in millions)	
U.S. pension plan cost	$ 168	$ 118	$ 92
Non-U.S. pension plan cost	220	180	188
Postretirement health care cost	84	66	66
Postemployment benefit plan cost	15	49	13
Employee savings plan cost	74	62	56
Multiemployer pension plan contributions	28	27	27
Multiemployer medical plan contributions	18	16	17
Net expense for employee benefit plans	$ 607	$ 518	$ 459

The 2012 net expense for employee benefit plans of $607 million increased by $89 million over the 2011 amount, primarily related to higher amortization of the net loss from experience differences related to the U.S. and non-U.S. pension plans. The 2011 net expense for employee benefit plans of $518 million increased by $59 million over the 2010 amount, primarily related to higher amortization of the net loss from experience differences related to the U.S. pension plans and the incorporation of a Canadian postemployment plan into our obligations.

We expect our 2013 net expense for employee benefit plans to decrease by approximately $66 million. The decrease is primarily due to non-recurring costs in 2012 related primarily to certain benefit plan obligations transferred to Kraft Foods Group in the Spin-Off and other 2012 one-time costs, partially offset by increased benefit plan expenses in 2013 due to lower discount rates.

In 2012, other comprehensive losses included $2,266 million of net actuarial pre-tax losses primarily related to the decrease in the discount rate utilized to determine our pension plan benefit obligations at December 31, 2012 (65 basis point decrease for U.S. plans and 81 basis point decrease for non-U.S. plans) and the decrease in the discount rate utilized to determine our postretirement benefit obligations at December 31, 2012 (50 basis point decrease for U.S. plans and 21 basis point decrease for our non-U.S. plans). In 2011, other comprehensive losses included $2,333 million of net actuarial pre-tax losses primarily related to the decrease in the discount rate utilized to determine our pension plan benefit obligations at December 31, 2011 (68 basis point decrease for U.S. plans and 49 basis point decrease for non-U.S. plans), unfavorable differences between our expected and actual return on pension plan assets and the decrease in the discount rate utilized to determine our postretirement benefit obligations at December 31, 2011 (60 basis point decrease for U.S. plans and 73 basis point decrease for our non-U.S. plans). In 2010, other comprehensive earnings included $361 million of net actuarial pre-tax losses primarily related to the decrease in the discount rate utilized to determine our pension plan benefit obligations at December 31, 2010 (40 basis point decrease for U.S. plans and 10 basis point decrease for non-U.S. plans) and the decrease in the discount rate utilized to determine our postretirement benefit obligations at December 31, 2010 (40 basis point decrease for U.S. plans and 23 basis point decrease for our non-U.S. plans), partially offset by favorable differences between our expected and actual return on pension plan assets.

In 2012, we contributed $349 million to our U.S. pension plans (including $202 million related to Kraft Foods Group U.S. pension plans) and $329 million to our non-U.S. pension plans (including $42 million related to Kraft Foods Group non-U.S. pension plans). In addition, employees contributed $24 million to our non-U.S. plans. Of our 2012 pension contributions, $315 million was voluntary (including $185 million related to Kraft Foods Group pension plans). We make contributions to our U.S. and non-U.S. pension plans, primarily, to the extent that they are tax deductible and do not generate an excise tax liability.

In 2013, we estimate that our pension contributions will be $8 million to our U.S. plans and $309 million to our non-U.S. plans based on current tax laws. We are currently only required to make a nominal cash contribution to our U.S. qualified pension plans under the Pension Protection Act of 2006. Of the total 2013 pension contributions, none is expected to be voluntary. Our actual contributions may be different due to many factors, including changes in tax and other benefit laws; significant differences between expected and actual pension asset performance or interest rates; or other factors.

For salaried and non-union hourly employees hired in the U.S. after January 1, 2009, we discontinued benefits under our U.S. pension plans, and we replaced them with an enhanced company contribution to our employee savings plan. Additionally, we will be freezing the U.S. pension plans for current salaried and non-union hourly employees effective December 31, 2019.

For our postretirement plans, our 2013 health care cost trend rate assumption increased to 7.50% from 7.00% for our U.S. postretirement plans and increased to 7.68% from 7.42% for our non-U.S. postretirement plans. We established these rates based upon our most recent experience as well as our expectation for health care trend rates going forward. We anticipate that our health care cost trend rate assumption will be 5.00% for U.S. plans by 2018 and 5.58% for non-U.S. plans by 2018. Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plans. A one-percentage-point change in assumed health care cost trend rates would have the following effects on our costs and obligation as of December 31, 2012:

	One-Percentage-Point	
	Increase	Decrease
Effect on total of service and interest cost	13.8%	(11.2%)
Effect on postretirement benefit obligation	16.8%	(13.4%)

Our 2013 discount rate assumption decreased to 4.20% from 4.70% for our U.S. postretirement plans and decreased to 4.08% from 4.29% for our non-U.S. postretirement plans. Our 2013 discount rate decreased to 4.20% from 4.85% for our U.S. pension plans. We model these discount rates using a portfolio of high quality, fixed-income debt instruments with durations that match the expected future cash flows of the benefit obligations. Our 2013 discount rate assumption for our non-U.S. pension plans decreased to 3.81% from 4.62%. We developed the discount rates for our non-U.S. plans from local bond indices that match local benefit obligations as closely as possible. Changes in our discount rates were primarily the result of changes in bond yields year-over-year.

Our 2013 expected rate of return on plan assets decreased to 7.75% from 8.00% for our U.S. pension plans. We determine our expected rate of return on plan assets from the plan assets' historical long-term investment performance, current asset allocation and estimates of future long-term returns by asset class. We attempt to maintain our target asset allocation by rebalancing between asset classes as we make contributions and monthly benefit payments. Our 2013 expected rate of return on plan assets decreased to 6.08% from 6.47% for our non-U.S. pension plans. We determine our expected rate of return on plan assets from the plan assets' historical long-term investment performance, current asset allocation and estimates of future long-term returns by asset class.

While we do not anticipate further changes in the 2013 assumptions for our U.S. and non-U.S. pension and postretirement health care plans, as a sensitivity measure, a fifty-basis point change in our discount rates or the expected rate of return on plan assets would have the following effects, increase / (decrease) in cost, as of December 31, 2012:

	U.S. Plans		Non-U.S. Plans	
	Fifty-Basis-Point		Fifty-Basis-Point	
	Increase	Decrease	Increase	Decrease
	(in millions)			
Effect of change in discount rate on pension costs	$ (13)	$ 14	$ (43)	$ 68
Effect of change in expected rate of return on plan assets on pension costs	(4)	4	(32)	32
Effect of change in discount rate on postretirement health care costs	(3)	3	(1)	1

Financial Instruments:
We use certain financial instruments to manage our foreign currency exchange rate, commodity price and interest rate risks. We monitor and manage these exposures as part of our overall risk management program which focuses on the unpredictability of financial markets and seeks to reduce the potentially adverse effects that the volatility of these markets may have on our operating results. A principal objective of our risk management strategies is to reduce significant, unanticipated earnings fluctuations that may arise from volatility in foreign currency exchange rates, commodity prices and interest rates, principally through the use of derivative instruments.

We use a combination of primarily foreign currency forward contracts, futures, options and swaps; commodity forward contracts, futures and options; and interest rate swaps to manage our exposure to cash flow variability, protect the value of our existing foreign currency assets and liabilities and protect the value of our debt. See Note 1, *Summary of Significant Accounting Policies* , and Note 9, *Financial Instruments* , to the consolidated financial statements for more information on the types of derivative instruments we use.

We record derivative financial instruments at fair value in our consolidated balance sheets within other current assets or other current liabilities due to their relatively short-term duration. Cash flows from derivative instruments are classified in the consolidated statements of cash flows based on the nature of the derivative instrument. Changes in the fair value of a derivative that is designated as a cash flow hedge, to the extent that the hedge is effective, are recorded in accumulated other comprehensive earnings / (losses) and reclassified to earnings when the hedged item affects earnings. Changes in fair value of economic hedges and the ineffective portion of all hedges are recognized in current period earnings. Changes in the fair value of a derivative that is designated as a fair value hedge, along with the changes in the fair value of the related hedged asset or liability, are recorded in earnings in the same period. We use foreign currency denominated debt to hedge a portion of our net investment in foreign operations against adverse movements in exchange rates, with changes in the value of the debt recorded within currency translation adjustment in accumulated other comprehensive earnings / (losses).

In order to qualify for hedge accounting, a specified level of hedging effectiveness between the derivative instrument and the item being hedged must exist at inception and throughout the hedged period. We must also formally document the nature of and relationship between the derivative and the hedged item, as well as our risk management objectives, strategies for undertaking the hedge transaction and method of assessing hedge effectiveness. Additionally, for a hedge of a forecasted transaction, the significant characteristics and expected term of the forecasted transaction must be specifically identified, and it must be probable that the forecasted transaction will occur. If it is no longer probable that the hedged forecasted transaction will occur, we would recognize the gain or loss related to the derivative in earnings.

When we use derivatives, we are exposed to credit and market risks. Credit risk exists when a counterparty to a derivative contract might fail to fulfill its performance obligations under the contract. We minimize our credit risk by entering into transactions with counterparties with high quality, investment grade credit ratings, limiting the amount of exposure with each counterparty and monitoring the financial condition of our counterparties. We also maintain a policy of requiring that all significant, non-exchange traded derivative contracts with a duration of one year or longer are governed by an International Swaps and Derivatives Association master agreement. Market risk exists when the value of a derivative or other financial instrument might be adversely affected by changes in market conditions and foreign currency exchange rates, commodity prices, or interest rates. We manage market risk by limiting the types of derivative instruments and derivative strategies we use and the degree of market risk that we plan to hedge through the use of derivative instruments.

Income Taxes:
We recognize tax benefits in our financial statements when uncertain tax positions are assessed more likely than not to be sustained upon audit. The amount we recognize is measured as the largest amount of benefit that is greater than 50 percent likely of being realized upon ultimate settlement.

We recognize deferred tax assets for deductible temporary differences, operating loss carryforwards and tax credit carryforwards. Deferred tax assets are reduced by a valuation allowance if it is more likely than not that some portion, or all, of the deferred tax assets will not be realized.

Contingencies
See Note 12, *Commitments and Contingencies* , to the consolidated financial statements.

New Accounting Guidance
See Note 1, *Summary of Significant Accounting Policies* , to the consolidated financial statements for a discussion of new accounting standards.

Commodity Trends

We purchase large quantities of commodities, including sugar and other sweeteners, coffee, cocoa, wheat, corn products, soybean and vegetable oils and dairy. In addition, we use significant quantities of packaging materials to package our products and natural gas, fuels and electricity for our factories and warehouses. We regularly monitor worldwide supply and cost trends of these commodities so we can act quickly to obtain ingredients and packaging needed for production.

Significant cost items in biscuit, chocolate, gum & candy and many powdered beverage products are sugar and cocoa. We purchase sugar and cocoa on world markets, and the prices of these commodities are affected by the quality and availability of supply and changes in foreign currencies. Significant cost items in our biscuit products are grains (wheat, corn and soybean oil). Grain costs have experienced volatility and have increased significantly in recent years due largely to burgeoning global demand for food, livestock feed and biofuels such as ethanol and biodiesel and other factors such as weather. The most significant cost item in coffee products is green coffee beans which we purchase on world markets as well as from local grower cooperatives. Green coffee bean prices are affected by the quality and availability of supply, changes in the value of the U.S. dollar in relation to certain other currencies and consumer demand for coffee products. Significant cost items in packaging include cardboards, resins and plastics and our energy costs include natural gas, electricity and diesel fuel. We purchase these packaging and energy commodities on world markets and within the countries we operate, and the prices are affected by supply and changes in foreign currencies.

During 2012, our aggregate commodity costs increased primarily as a result of increased packaging, energy, grains and oil costs. We expect the price volatility and a slightly higher cost environment to continue over the remainder of 2013. We have addressed higher commodity costs primarily through higher pricing, lower manufacturing costs due to our end-to-end cost management program and overhead cost control. We expect to continue to use these measures to address further commodity cost increases.

External factors such as weather conditions, commodity market conditions, currency fluctuations and the effects of governmental agricultural programs affect the prices for raw materials and agricultural materials used in our products. We use hedging techniques to limit the impact of price fluctuations in our principal raw materials. However, we do not fully hedge against changes in commodity prices, and these strategies may not protect us from increases in specific raw material costs. While the prices of our principal raw materials can be expected to fluctuate, we believe there will continue to be an adequate supply of the raw materials we use and that they will generally remain available from numerous sources.

Liquidity and Capital Resources

We believe that our cash from operations, our existing $4.5 billion revolving credit facility (which supports our commercial paper program) and our authorized long-term financing will provide sufficient liquidity to meet our working capital needs, planned capital expenditures, future contractual obligations and payment of our anticipated quarterly dividends. We continue to maintain investment grade credit ratings on our debt. We continue to utilize our commercial paper program and primarily uncommitted international credit lines for regular funding requirements. We also use intercompany loans with foreign subsidiaries to improve financial flexibility. Overall, we do not expect any negative effects to our funding sources that would have a material effect on our liquidity, including the permanent reinvestment of our foreign earnings.

Net Cash Provided by Operating Activities:
Operating activities provided net cash of $3,923 million in 2012, $4,520 million in 2011 and $3,748 million in 2010. The decrease in operating cash flows in 2012 was primarily related to higher spending associated with Spin-Off Costs and the 2012-2014 Restructuring Program, partially offset by lower net working capital costs (primarily related to favorable inventory positions due to higher inventory costs in 2011 and favorable accounts payable positions, partially offset by increased receivables). The increase in operating cash flows in 2011 is primarily related to increased earnings and the absence of tax payments in the prior year in connection with Kraft Foods Group's Frozen Pizza divestiture, partially offset by higher working capital (mainly higher inventory costs, increased interest payments and increased Integration Program spending) and a $495 million voluntary contribution to our U.S. pension plans.

Net Cash Used in Investing Activities:
Net cash used in investing activities was $1,687 million in 2012, $1,728 million in 2011 and $7,462 million in 2010. The decrease in net cash used in investing activities in 2012 related to proceeds received from our divested businesses and lower capital expenditures in the current year, partially offset by cash transferred to Kraft Foods Group related to the Spin-Off. The decrease in cash used in investing activities in 2011 primarily related to cash payments in 2010 related to the 2010 Cadbury acquisition, partially offset by the proceeds from Kraft Foods Group's sale of the Frozen Pizza business and proceeds we received from the divestitures in Poland and Romania related to our acquisition of Cadbury.

Capital expenditures, which were funded by operating activities and include expenditures for Kraft Foods Group in all periods through October 1, 2012, were $1,610 million in 2012, $1,771 million in 2011 and $1,661 million in 2010. The 2012 capital expenditures were made primarily to modernize manufacturing facilities and support new product and productivity initiatives. We expect 2013 capital expenditures to be approximately $2 billion, including capital expenditures required for investments in systems, the 2012-2014 Restructuring Program and the Integration Program. We expect to continue to fund these expenditures from operations.

Net Cash Provided by / (Used in) Financing Activities:
Net cash provided by financing activities was $204 million in 2012, $3,175 million used in 2011 and $4,188 million provided in 2010. The increase in net cash provided by financing activities in 2012 was primarily due to higher proceeds from the issuance of long-term debt (including notes issued by Kraft Foods Group in June 2012 for which we retained the proceeds), offset by higher long-term debt repayments. The net cash used in 2011 primarily related to $2,043 million in dividends paid, $1,114 million in long-term debt repayments and $565 million in repayments of short-term borrowings, partially offset by $492 million in primarily proceeds from stock option exercises. The net cash provided by financing activities in 2010 primarily related to proceeds from our long-term debt issuance of $9,433 million, partially offset by $2,175 million in dividends paid, $2,134 million in long-term debt repayments, primarily related to our repurchase of $1.5 billion in notes through our tender offer, and $864 million in net repayments of short-term borrowings.

Borrowing Arrangements:
We maintain a revolving credit facility that we have historically used for general corporate purposes, including for working capital purposes and to support our commercial paper issuances. Our $4.5 billion four-year senior unsecured revolving credit facility expires in April 2015. As of December 31, 2012, no amounts have been drawn on the facility.

The revolving credit agreement includes a covenant that we maintain a minimum shareholders' equity, excluding accumulated other comprehensive earnings / (losses), of at least $28.6 billion. At December 31, 2012, our shareholders' equity, excluding accumulated other comprehensive earnings / (losses) was $34.8 billion. We expect to continue to meet this covenant. The revolving credit agreement also contains customary representations, covenants and events of default. However, the revolving credit facility has no other financial covenants, credit rating triggers or provisions that could require us to post collateral as security.

Some of our international subsidiaries maintain primarily uncommitted credit lines to meet short-term working capital needs. Collectively, these credit lines amounted to $2.4 billion at December 31, 2012 and $2.3 billion at December 31, 2011. In the aggregate, borrowings on these lines amounted to $274 million at December 31, 2012 and $182 million at December 31, 2011.

Long-term Debt:
Our total debt was $19.4 billion at December 31, 2012 and $26.9 billion at December 31, 2011. Our debt-to-capitalization ratio was 0.38 at December 31, 2012 and 0.43 at December 31, 2011. At December 31, 2012, the weighted-average term of our outstanding long-term debt was 8.8 years.

On October 2, 2012 our $150 million Canadian dollar variable rate loan matured. The loan and accrued interest to date were repaid with cash from operations.

On October 1, 2012, approximately $10 billion of debt on our balance sheet at September 30, 2012 was transferred to or retained by Kraft Foods Group. As described below, the debt primarily included: $6.0 billion of senior unsecured notes issued on June 4, 2012; $3.6 billion of debt exchanged on July 18, 2012; and $400 million migrated on October 1, 2012. See Note 2, *Divestitures and Acquisitions,* for more information regarding the Spin-Off and liabilities transferred.

On October 1, 2012, in connection with the Spin-Off and related debt capitalization plan, a $400 million 7.55% senior unsecured note was retained by Kraft Foods Group. No cash was generated from the transaction.

On July 18, 2012, we completed a debt exchange in which $3.6 billion of our debt held by third-party note holders was exchanged for notes issued by Kraft Foods Group in order to migrate debt to Kraft Foods Group in connection with our Spin-Off capitalization plan. No cash was generated from the exchange and we incurred one-time financing costs of $18 million which we recorded in interest expense. As a result of the exchange, we retired the following debt:

- $596 million of our 6.125% Notes due in February 2018
- $439 million of our 6.125% Notes due in August 2018
- $900 million of our 5.375% Notes due in February 2020
- $233 million of our 6.875% Notes due in January 2039
- $290 million of our 6.875% Notes due in February 2038
- $185 million of our 7.000% Notes due in August 2037
- $170 million of our 6.500% Notes due in November 2031 and
- $787 million of our 6.500% Notes due in 2040.

On June 4, 2012, Kraft Foods Group issued $6.0 billion of senior unsecured notes and distributed $5.9 billion of net proceeds to us in connection with the Spin-Off capitalization plan. We used the proceeds to pay $3.6 billion of outstanding commercial paper borrowings and expect to use the remaining cash proceeds to pay down additional debt over time or for general corporate purposes. This debt and approximately $260 million of related deferred financing costs were retained by Kraft Foods Group in the Spin-Off.

On June 1, 2012, $900 million of our 6.25% notes matured. The notes and accrued interest to date were repaid using primarily commercial paper borrowings which were subsequently repaid from $5.9 billion net proceeds received from the Kraft Foods Group $6.0 billion notes issuance on June 4, 2012.

On March 20, 2012, € 2.0 billion of our 5.75% bonds matured. The bonds and accrued interest to date were repaid using proceeds from the issuance of commercial paper which was subsequently repaid in June 2012 as discussed above.

On January 10, 2012, we issued $800 million of floating rate notes which bear interest at a rate equal to the three-month London Inter-Bank Offered Rate plus 0.875%. We received net proceeds of $798.8 million from the issuance. The notes were set to mature on July 10, 2013 or subject to a mandatory redemption tied to the public announcement of the Record Date for the Spin-Off. After announcing the Record Date, on September 24, 2012, the notes were redeemed at a redemption price equal to 100% of the aggregate principal amount of the notes, or $800 million, plus accrued interest of $2 million from cash on hand.

On November 1, 2011, $1.1 billion of our 5.625% notes matured. The notes and accrued interest to date were repaid with cash from operations.

We expect to continue to comply with our long-term debt covenants. Refer to Note 8, *Debt and Borrowing Arrangements* , for further details of these debt offerings.

From time to time, we refinance long-term and short-term debt. The nature and amount of our long-term and short-term debt and the proportionate amount of each varies as a result of future business requirements, market conditions and other factors. As of December 31, 2012, we had $11.2 billion remaining in long-term financing authority from our Board of Directors.

In the next twelve months, $3.55 billion of long-term debt becomes due as follows: $750 million in February 2013, $1 billion in May 2013 and $1.8 billion in October 2013. We expect to fund these repayments with cash from operations and the issuance of commercial paper.

Off-Balance Sheet Arrangements and Aggregate Contractual Obligations

We have no off-balance sheet arrangements other than the guarantees and contractual obligations that are discussed below.

Guarantees:
As discussed in Note 12, *Commitments and Contingencies* , we enter into third-party guarantees primarily to cover the long-term obligations of our vendors. As part of these transactions, we guarantee that third parties will make contractual payments or achieve performance measures. At December 31, 2012, we had no material third-party guarantees recorded on our consolidated balance sheet.

In addition, at December 31, 2012, we were contingently liable for $516 million of guarantees related to our own performance. These include letters of credit and guarantees related to the payment of custom duties and taxes.

As of December 31, 2012, we and three of our indirect wholly owned subsidiaries are joint and several guarantors of $1.0 billion of indebtedness issued by an unrelated third party, Cadbury Schweppes US Finance LLC, and maturing on October 1, 2013. Following the Spin-Off, one of the guarantors of this indebtedness became an indirect wholly owned subsidiary of Kraft Foods Group. We have agreed to indemnify Kraft Foods Group pursuant to the Separation and Distribution Agreement, in the event its subsidiary is called upon to satisfy its obligation under the guarantee.

Guarantees do not have, and we do not expect them to have, a material effect on our liquidity.

Aggregate Contractual Obligations:
The following table summarizes our contractual obligations at December 31, 2012.

	Payments Due				
	Total	2013	2014-15	2016-17	2018 and Thereafter
			(in millions)		
Debt [1]	$ 19,158	$ 3,567	$ 2,111	$ 3,264	$ 10,216
Interest expense [2]	11,191	1,064	1,793	1,502	6,832
Capital leases	4	2	2	–	–
Operating leases [3]	1,144	330	406	277	131
Purchase obligations: [4]					
Inventory and production costs	5,769	3,979	882	458	450
Other	1,540	1,105	331	78	26
	7,309	5,084	1,213	536	476
Other long-term liabilities [5]	246	28	69	43	106
Total	$ 39,052	$ 10,075	$ 5,594	$ 5,622	$ 17,761

(1) Amounts include the expected cash payments of our total debt excluding capital leases which are presented separately in the table above. The amounts also excludes $11 million of unamortized bond premiums or discounts recorded in total debt and excluded here as they are non-cash items.
(2) Amounts represent the expected cash payments of our interest expense on our long-term debt. Interest calculated on our euro notes was forecasted using the euro to U.S. dollar exchange rate as of December 31, 2012. Interest on our British pound sterling notes was forecasted using the British pound sterling to U.S. dollar exchange rate as of December 31, 2012. An insignificant amount of interest expense was excluded from the table for a portion of our other foreign currency obligations due to the complexities involved in forecasting expected interest payments.
(3) Operating leases represent the minimum rental commitments under non-cancelable operating leases.
(4) Purchase obligations for inventory and production costs (such as raw materials, indirect materials and supplies, packaging, co-manufacturing arrangements, storage and distribution) are commitments for projected needs to be utilized in the normal course of business. Other purchase obligations include commitments for marketing, advertising, capital expenditures, information technology and professional services. Arrangements are considered purchase obligations if a contract specifies all significant terms, including fixed or minimum quantities to be purchased, a pricing structure and approximate timing of the transaction. Most arrangements are cancelable without a significant penalty and with short notice (usually 30 days). Any amounts reflected on the consolidated balance sheet as accounts payable and accrued liabilities are excluded from the table above.
(5) Other long-term liabilities primarily consist of estimated future benefit payments for our postretirement health care plans through December 31, 2022 of $164 million. We are unable to reliably estimate the timing of the payments beyond 2022; as such, they are excluded from the above table. There are also another $82 million of various other long-term liabilities that are expected to be paid over the next 5 years. In addition, the following long-term liabilities included on the consolidated balance sheet are excluded from the table above: accrued pension costs, income taxes, insurance accruals and other accruals. We are unable to reliably estimate the timing of the payments (or contributions beyond 2013, in the case of accrued pension costs) for these items. We currently expect to make approximately $320 million in contributions to our pension plans in 2013. We also expect that our net pension cost will decrease to approximately $370 million in 2013. The decrease is primarily due to non-recurring costs in 2012 related primarily to certain pension plan obligations transferred to Kraft Foods Group in the Spin-Off and other 2012 non-recurring costs, partially offset by increased pension plan expenses in 2013 related to lower discount rates. As of December 31, 2012, our total liability for income taxes, including uncertain tax positions and associated accrued interest and penalties, was $980 million. We currently estimate receiving approximately $126 million, net of estimated payments of approximately $128 million, related to these positions over the next 12 months.

Equity and Dividends

Equity:
As a result of the Spin-Off, we divested $4.4 billion of Kraft Foods Group net assets, $4.3 billion of accumulated other comprehensive losses primarily related to the pension and other benefits plan net liabilities transferred to Kraft Foods Group and $89 million of unearned compensation recorded within additional paid in capital. In total, we recorded a distribution of $8.8 billion to our shareholders in connection with the Spin-Off of Kraft Foods Group on October 1, 2012. See Note 2, *Divestitures and Acquisitions* , to the consolidated financial statements for additional information on the *Spin-Off of Kraft Foods Group* .

Stock Plans:
In connection with the Spin-Off and divestiture of Kraft Foods Group, under the provisions of our existing plans, employee stock option and restricted and deferred stock awards were adjusted to preserve the fair value of the awards immediately before and after the Spin-Off. Long-term incentive plan awards held by Mondelēz International employees remained Mondelēz International awards. The underlying performance conditions for the Mondelēz International long-term incentive plan awards were modified and are consistent with our original performance targets adjusted to reflect our standalone business. No incremental compensation expense was recorded as a result of the modifications of the stock plan awards. See Note 11, *Stock Plans* , to the consolidated financial statements for more information on our stock plans, awards activity during 2012, 2011 and 2010, and stock award modifications related to the Spin-Off.

Dividends:
We paid dividends of $2,058 million in 2012, $2,043 million in 2011 and $2,175 million in 2010. The dividends paid relate to periods prior to the Spin-Off and are based on an annualized dividend rate of $1.16 per common share for these periods. The 0.7% increase in 2012 reflects an increase in shares outstanding. The decrease of 6.1% in 2011 reflects an additional dividend payment of $224 million in 2010 related to the Cadbury acquisition. Following the Spin-Off, we expect to pay an annualized dividend rate of $0.52. The declaration of dividends is subject to the discretion of our Board of Directors and depends on various factors, including our net earnings, financial condition, cash requirements, future prospects and other factors that our Board of Directors deems relevant to its analysis and decision making.

2013 Outlook

We expect our 2013 Organic Net Revenue growth to be at the low end of our long-term growth target of 5 to 7 percent. Additionally, we expect our 2013 Operating EPS to be $1.52 to $1.57, reflecting average 2012 foreign currency rates and the devaluation of the Venezuelan bolivar announced on February 8, 2013.

Non-GAAP Financial Measures

We use certain non-GAAP financial measures to budget, make operating and strategic decisions and evaluate our performance. We disclose non-GAAP financial measures so that you have the same financial data that we use to assist you in making comparisons to our historical operating results and analyzing our underlying performance.

Our non-GAAP financial measures reflect how we evaluate our operating results currently. As new events or circumstances arise, these definitions could change over time:

- "Organic Net Revenues" which is defined as net revenues excluding the impact of acquisitions, divestitures, Integration Program costs, accounting calendar changes (including a 53rd week in 2011) and foreign currency rate fluctuations.
- "Adjusted Operating Income" which is defined as operating income excluding the impact of Spin-Off Costs, the 2012-2014 Restructuring Program, Integration Program, acquisition-related costs, gains / losses on divestitures, pension costs related to obligations transferred in the Spin-Off and operating income from divested businesses. We also evaluate growth in our Adjusted Operating Income on a constant currency basis.
- "Operating EPS" which is defined as Diluted EPS attributable to Mondelēz International from continuing operations excluding the impact of Spin-Off Costs, the 2012-2014 Restructuring Program, Integration Program, acquisition-related costs, gains / losses on divestitures, pension costs related to the obligations transferred in the Spin-Off, interest expense adjustment related to the Spin-Off transaction, operating income from divested businesses and the 2010 U.S. healthcare legislation change in prior periods. We also evaluate growth in our Operating EPS on a constant currency basis.

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

Organic Net Revenues

Using the definition of "Organic Net Revenues" above, the only adjustments made to "net revenues" (the most comparable U.S. GAAP financial measure) were to exclude the impact of acquisitions, divestitures, Integration Program costs, accounting calendar changes (including the 53rd week in 2011) and foreign currency rate fluctuations. We believe that Organic Net Revenues better reflects the underlying growth from the ongoing activities of our business and provides improved comparability of results.

	For the Years Ended December 31,			
	2012	2011	$ Change	% Change
	(in millions)			
Organic Net Revenues	**$ 36,347**	**$ 34,816**	**$ 1,531**	**4.4%**
Impact of foreign currency	(1,576)	–	(1,576)	(4.4)pp
Impact of accounting calendar changes (2)	–	679	(679)	(2.0)pp
Impact of divestitures	244	316	(72)	(0.2)pp
Impact of Integration Program	–	(1)	1	–
Net revenues	**$ 35,015**	**$ 35,810**	**$ (795)**	**(2.2)%**

	For the Years Ended December 31,			
	2011	2010	$ Change	% Change
	(in millions)			
Organic Net Revenues	**$ 33,385**	**$ 31,192**	**$ 2,193**	**7.0%**
Impact of foreign currency	1,074	–	1,074	3.4pp
Impact of acquisitions (1)	697	–	697	2.3pp
Impact of accounting calendar changes (2)	655	193	462	1.4pp
Impact of Integration Program	(1)	(1)	–	–
Impact of divestitures	–	105	(105)	(0.4)pp
Net revenues	**$ 35,810**	**$ 31,489**	**$ 4,321**	**13.7%**

(1) Impact of acquisitions reflects the incremental January 2011 operating results from our Cadbury acquisition.
(2) Includes a 53rd week of shipments in 2011.

Adjusted Operating Income

Using the definition of "Adjusted Operating Income" above, the only adjustments made to "operating income" from continuing operations (the most comparable U.S. GAAP financial measure) were to exclude Spin-Off Costs, Integration Program costs, 2012-2014 Restructuring Program costs, acquisition-related costs and gains / (losses) on divestitures, pension costs related to obligations transferred in the Spin-Off, interest expense adjustment related to the Spin-Off transaction and operating income from divested businesses. We also evaluate Adjusted Operating Income on a constant currency basis. We believe these measures provide improved comparability of operating results.

	For the Years Ended December 31,			
	2012	2011	$ Change	% Change
	(in millions)			
Adjusted Operating Income (constant currency)	**$ 4,388**	**$ 4,097**	**$ 291**	**7.1%**
Impact of unfavorable foreign currency	(153)	–	(153)	(3.7)pp
Adjusted Operating Income	**$ 4,235**	**$ 4,097**	**$ 138**	**3.4%**
Integration Program	(140)	(521)	381	11.3pp
Gains on divestitures, net	107	–	107	2.6pp
Spin-Off pension expense adjustment [(1)]	(68)	(91)	23	0.8pp
Spin-Off Costs	(444)	(46)	(398)	(10.9)pp
2012-2014 Restructuring Program	(110)	–	(110)	(3.0)pp
Operating income from divested businesses	58	59	(1)	(0.1)pp
Acquisition-related costs	(1)	–	(1)	(0.1)pp
Operating Income	**$ 3,637**	**$ 3,498**	**$ 139**	**4.0%**

	For the Years Ended December 31,			
	2011	2010	$ Change	% Change
	(in millions)			
Adjusted Operating Income (constant currency)	**$ 3,997**	**$ 3,502**	**$ 495**	**14.1%**
Impact of favorable foreign currency	159	–	159	4.6pp
Adjusted Operating Income	**$ 4,156**	**$ 3,502**	**$ 654**	**18.7%**
Acquisition-related costs-Cadbury	–	(273)	273	13.4pp
Integration Program	(521)	(646)	125	8.6pp
Spin-Off pension expense adjustment [(1)]	(91)	(91)	–	1.5pp
Spin-Off Costs	(46)	–	(46)	(1.9)pp
Operating income from divested business	–	4	(4)	(0.2)pp
Operating Income	**$ 3,498**	**$ 2,496**	**$ 1,002**	**40.1%**

(1) Represents the estimated annual benefit plan expense associated with certain benefit plan obligations transferred to Kraft Foods Group in the Spin-Off. The estimate of $91 million was based on market conditions and benefit plan obligations as of January 1, 2012. For the year ended December 31, 2012, a prorated estimate of $68 million was reflected for the nine months prior to the Spin-Off and transfer of the benefit plan obligations to Kraft Foods Group.

Operating EPS

Using the definition of "Operating EPS" above, the only adjustments made to "Diluted EPS attributable to Mondelēz International from continuing operations" (the most comparable U.S. GAAP financial measure) were to exclude Spin-Off Costs, Integration Program costs, 2012-2014 Restructuring Program costs, acquisition and related financing costs, gains / (losses) on divestitures, pension costs related to obligations transferred in the Spin-Off, interest expense adjustment related to the Spin-Off transaction, operating results from divested businesses and the 2010 U.S. health care legislation change in prior periods. We also evaluate Operating EPS on a constant currency basis. We believe these measures provide improved comparability of operating results.

	For the Years Ended December 31,			
	2012	2011	$ Change	% Change
	(in millions)			
Operating EPS (constant currency)	**$ 1.45**	**$ 1.38**	**$ 0.07**	**5.1%**
Impact of unfavorable foreign currency	(0.06)	–	(0.06)	
Operating EPS	**$ 1.39**	**$ 1.38**	**$ 0.01**	**0.7%**
Spin-Off Costs	(0.39)	(0.02)	(0.37)	
Integration Program	(0.08)	(0.28)	0.20	
2012-2014 Restructuring Program	(0.04)	–	(0.04)	
Spin-Off interest expense adjustment (1)	(0.06)	(0.11)	0.05	
Spin-Off pension expense adjustment (2)	(0.02)	(0.03)	0.01	
Gains on divestitures, net	0.03	–	0.03	
Net earnings from divested businesses	0.03	0.03	–	
Diluted EPS attributable to Mondelēz International from continuing operations	**$ 0.86**	**$ 0.97**	**$ (0.11)**	**(11.3)%**
Discontinued operations	0.83	1.02	(0.19)	
Diluted EPS attributable to Mondelēz International	**$ 1.69**	**$ 1.99**	**$ (0.30)**	**(15.1)%**

	For the Years Ended December 31,			
	2011	2010	$ Change	% Change
	(in millions)			
Operating EPS (constant currency)	**$ 1.34**	**$ 1.06**	**$ 0.28**	**26.4%**
Impact of unfavorable foreign currency	0.07	–	0.07	
Operating EPS	**$ 1.41**	**$ 1.06**	**$ 0.35**	**33.0%**
Spin-Off Costs	(0.02)	–	(0.02)	
Integration Program	(0.28)	(0.29)	0.01	
Spin-Off interest expense adjustment (1)	(0.11)	(0.11)	–	
Spin-Off pension expense adjustment (2)	(0.03)	(0.03)	–	
Acquisition and related financing costs	–	(0.22)	0.22	
U.S. healthcare legislation impact on deferred taxes	–	(0.03)	0.03	
Diluted EPS attributable to Mondelēz International from continuing operations	**$ 0.97**	**$ 0.38**	**$ 0.59**	**155.3%**
Discontinued operations	1.02	2.01	(0.99)	
Diluted EPS attributable to Mondelēz International	**$ 1.99**	**$ 2.39**	**$ (0.40)**	**(16.7)%**

(1) Represents interest expense associated with the assumed reduction of $6 billion of our debt on January 1, 2010 from the utilization of funds received from the $6 billion of notes Kraft Foods Group issued directly and cash proceeds distributed to us in June 2012 in connection with our Spin-Off capitalization plan. Note during the year ended December 31, 2012, a portion of the $6 billion of debt was retired. As such, we adjusted interest expense during this period as if this debt had been repaid on January 1, 2010 to ensure consistency of our assumption and related results.

(2) Represents the estimated annual benefit plan expense associated with certain benefit plan obligations transferred to Kraft Foods Group in the Spin-Off. The estimate of $91 million was based on market conditions and benefit plan assumptions as of January 1, 2012. For the year ended December 31, 2012, a prorated estimate of $68 million was reflected for the nine months prior to the Spin-Off and transfer of the benefit plan obligations to Kraft Foods Group.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk.

As we operate globally, we use certain financial instruments to manage our foreign currency exchange rate, commodity price and interest rate risks. We monitor and manage these exposures as part of our overall risk management program. Our risk management program focuses on the unpredictability of financial markets and seeks to reduce the potentially adverse effects that the volatility of these markets may have on our operating results. We maintain foreign currency, commodity price and interest rate risk management policies that principally use derivative instruments to reduce significant, unanticipated earnings fluctuations that may arise from volatility in foreign currency exchange rates, commodity prices and interest rates. We also sell commodity futures to unprice future purchase commitments, and we occasionally use related futures to cross-hedge a commodity exposure. We are not a party to leveraged derivatives and, by policy, do not use financial instruments for speculative purposes. Refer to Note 1, *Summary of Significant Accounting Policies,* and Note 9, *Financial Instruments* , to the consolidated financial statements for further details of our foreign currency, commodity price and interest rate risk management policies and the types of derivative instruments we use to hedge those exposures.

Value at Risk:
We use a value at risk ("VAR") computation to estimate: 1) the potential one-day loss in the fair value of our interest rate-sensitive financial instruments; and 2) the potential one-day loss in pre-tax earnings of our foreign currency and commodity price-sensitive derivative financial instruments. We included our debt; foreign currency forwards and futures, swaps and options; and commodity futures, forwards and options in our VAR computation. Excluded from the computation were anticipated transactions, foreign currency trade payables and receivables, and net investments in foreign subsidiaries, which the abovementioned instruments are intended to hedge.

We made the VAR estimates assuming normal market conditions, using a 95% confidence interval. We used a "variance / co-variance" model to determine the observed interrelationships between movements in interest rates and various currencies. These interrelationships were determined by observing interest rate and forward currency rate movements over the prior quarter for the calculation of VAR amounts at December 31, 2012 and 2011, and over each of the four prior quarters for the calculation of average VAR amounts during each year. The values of foreign currency and commodity options do not change on a one-to-one basis with the underlying currency or commodity, and were valued accordingly in the VAR computation.

As of December 31, 2012, the estimated potential one-day loss in fair value of our interest rate-sensitive instruments, primarily debt, and the estimated potential one-day loss in pre-tax earnings from our foreign currency and commodity instruments, as calculated in the VAR model, were (in millions):

	Pre-Tax Earnings Impact				Fair Value Impact			
	At 12/31/12	Average	High	Low	At 12/31/12	Average	High	Low
Instruments sensitive to:								
Interest rates					$ 80	$ 133	$ 172	$ 80
Foreign currency rates	$ 10	$ 17	$ 24	$ 10				
Commodity prices	19	44	60	19				

	Pre-Tax Earnings Impact				Fair Value Impact			
	At 12/31/11	Average	High	Low	At 12/31/11	Average	High	Low
Instruments sensitive to:								
Interest rates					$ 157	$ 164	$ 234	$ 133
Foreign currency rates	$ 17	$ 22	$ 30	$ 17				
Commodity prices	33	33	42	28				

With the Spin-Off, a significant portion of our primarily U.S. derivative instruments were divested in the fourth quarter of 2012. The impacts presented in the table above have not been recast to reflect the divestiture for periods prior to the Spin-Off as it is impracticable to do so. This VAR computation is a risk analysis tool designed to statistically estimate the maximum probable daily loss from adverse movements in interest rates, foreign currency rates and commodity prices under normal market conditions. The computation does not represent actual losses in fair value or earnings we will incur, nor does it consider the effect of favorable changes in market rates. We cannot predict actual future movements in such market rates and do not present these VAR results to be indicative of future movements in such market rates or to be representative of any actual impact that future changes in market rates may have on our future financial results.

Item 8. Financial Statements and Supplementary Data.

Report of Management on Internal Control Over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America. Our internal control over financial reporting includes those written policies and procedures that:

- pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets;
- provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with accounting principles generally accepted in the United States of America;
- provide reasonable assurance that receipts and expenditures are being made only in accordance with management and director authorization; and
- provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets that could have a material effect on the consolidated financial statements.

Internal control over financial reporting includes the controls themselves, monitoring and internal auditing practices and actions taken to correct deficiencies as identified.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2012. Management based this assessment on criteria for effective internal control over financial reporting described in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (“COSO”). Management’s assessment included an evaluation of the design of our internal control over financial reporting and testing of the operational effectiveness of our internal control over financial reporting.

Management reviewed the results of our assessment with the Audit Committee of our Board of Directors. Based on this assessment, management determined that, as of December 31, 2012, we maintained effective internal control over financial reporting.

PricewaterhouseCoopers LLP, independent registered public accounting firm, who audited and reported on the consolidated financial statements included in this report, has audited our internal control over financial reporting as of December 31, 2012.

February 25, 2013

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Mondelēz International, Inc.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of earnings, comprehensive earnings, equity and cash flows present fairly, in all material respects, the financial position of Mondelēz International, Inc. and its subsidiaries at December 31, 2012 and 2011, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2012 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2012, based on criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Report of Management on Internal Control over Financial Reporting. Our responsibility is to express opinions on these financial statements and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As discussed in Note 1 to the consolidated financial statements, in 2011, the Company changed the reporting date to remove the two-week reporting lag for certain of the Company's locations outside of the United States.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PRICEWATERHOUSECOOPERS LLP

Chicago, Illinois
February 25, 2013

Mondelēz International, Inc. and Subsidiaries
Consolidated Statements of Earnings
For the Years Ended December 31
(in millions of U.S. dollars, except per share data)

	2012	2011	2010
Net revenues	$ 35,015	$ 35,810	$ 31,489
Cost of sales	21,939	22,710	19,617
Gross profit	13,076	13,100	11,872
Selling, general and administrative expenses	9,176	9,382	9,140
Asset impairment and exit costs	153	(5)	26
Gains on divestitures, net	(107)	–	–
Amortization of intangibles	217	225	210
Operating income	3,637	3,498	2,496
Interest and other expense, net	1,863	1,618	1,770
Earnings from continuing operations before income taxes	1,774	1,880	726
Provision for income taxes	207	143	54
Earnings from continuing operations	1,567	1,737	672
Earnings from discontinued operations, net of income taxes	1,488	1,810	3,467
Net earnings	3,055	3,547	4,139
Noncontrolling interest	27	20	25
Net earnings attributable to Mondelēz International	$ 3,028	$ 3,527	$ 4,114
Per share data:			
Basic earnings per share attributable to Mondelēz International:			
Continuing operations	$ 0.87	$ 0.97	$ 0.38
Discontinued operations	0.83	1.03	2.02
Net earnings attributable to Mondelēz International	$ 1.70	$ 2.00	$ 2.40
Diluted earnings per share attributable to Mondelēz International:			
Continuing operations	$ 0.86	$ 0.97	$ 0.38
Discontinued operations	0.83	1.02	2.01
Net earnings attributable to Mondelēz International	$ 1.69	$ 1.99	$ 2.39
Dividends declared	$ 1.00	$ 1.16	$ 1.16

See notes to consolidated financial statements.

Mondelēz International, Inc. and Subsidiaries
Consolidated Statements of Comprehensive Earnings
For the Years Ended December 31
(in millions of U.S. dollars)

	2012	2011	2010
Net earnings	$ 3,055	$ 3,547	$ 4,139
Other comprehensive earnings / (losses):			
Currency translation adjustment:			
Translation adjustment	791	(1,245)	264
Tax (expense) / benefit	39	(45)	(101)
Pension and other benefits:			
Net actuarial gain / (loss) arising during period	(2,266)	(2,333)	(361)
Reclassification adjustment for losses / (gains) included in net earnings due to:			
Amortization of experience losses and prior service costs	414	361	281
Settlement losses	135	113	129
Tax (expense) / benefit	486	768	(144)
Derivatives accounted for as hedges:			
Net derivative (losses) / gains	(412)	(709)	(10)
Reclassification adjustment for (gains) / losses included in net earnings	602	93	(30)
Tax (expense) / benefit	(87)	240	18
Total other comprehensive earnings / (losses)	(298)	(2,757)	46
Comprehensive earnings	2,757	790	4,185
less: Comprehensive earnings attributable to noncontrolling interests	33	10	6
Comprehensive earnings attributable to Mondelēz International	$ 2,724	$ 780	$ 4,179

See notes to consolidated financial statements.

Mondelēz International, Inc. and Subsidiaries
Consolidated Balance Sheets, as of December 31
(in millions of U.S. dollars, except share data)

	2012	2011
ASSETS		
Cash and cash equivalents	$ 4,475	$ 1,974
Receivables (net of allowances of $118 in 2012 and $143 in 2011)	6,129	6,361
Inventories, net	3,741	5,706
Deferred income taxes	542	912
Other current assets	735	1,249
Total current assets	15,622	16,202
Property, plant and equipment, net	10,010	13,813
Goodwill	25,801	37,297
Intangible assets, net	22,552	25,186
Prepaid pension assets	18	31
Other assets	1,475	1,308
TOTAL ASSETS	$ 75,478	$ 93,837
LIABILITIES		
Short-term borrowings	$ 274	$ 182
Current portion of long-term debt	3,577	3,654
Accounts payable	4,642	5,525
Accrued marketing	2,484	2,863
Accrued employment costs	1,038	1,365
Other current liabilities	2,858	4,856
Total current liabilities	14,873	18,445
Long-term debt	15,574	23,095
Deferred income taxes	6,302	6,738
Accrued pension costs	2,885	3,597
Accrued postretirement health care costs	451	3,238
Other liabilities	3,038	3,396
TOTAL LIABILITIES	43,123	58,509
Commitments and Contingencies (Note 12)		
EQUITY		
Common Stock, no par value (1,996,537,778 shares issued in 2012 and 2011)	–	–
Additional paid-in capital	31,548	31,318
Retained earnings	10,457	18,012
Accumulated other comprehensive losses	(2,633)	(6,637)
Treasury stock, at cost	(7,157)	(7,476)
Total Mondelēz International Shareholders' Equity	32,215	35,217
Noncontrolling interest	140	111
TOTAL EQUITY	32,355	35,328
TOTAL LIABILITIES AND EQUITY	$ 75,478	$ 93,837

See notes to consolidated financial statements.

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

	Mondelēz International Shareholders' Equity						
	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Earnings/ (Losses)	Treasury Stock	Noncontrolling Interest	Total Equity
Balances at January 1, 2010	$ –	$ 23,611	$ 14,636	$ (3,955)	$ (8,416)	$ 96	$ 25,972
Comprehensive earnings / (losses):							
Net earnings	–	–	4,114	–	–	25	4,139
Other comprehensive earnings / (losses), net of income taxes	–	–	–	65	–	(19)	46
Exercise of stock options and issuance of other stock awards	–	153	(106)	–	290	–	337
Cash dividends declared ($1.16 per share)	–	–	(2,025)	–	–	–	(2,025)
Net impact of noncontrolling interests from Cadbury acquisition	–	38	–	–	–	33	71
Purchase from noncontrolling interest, dividends paid and other activities	–	(28)	–	–	–	(27)	(55)
Issuance of Common Stock	–	7,457	–	–	–	–	7,457
Balances at December 31, 2010	$ –	$ 31,231	$ 16,619	$ (3,890)	$ (8,126)	$ 108	$ 35,942
Comprehensive earnings / (losses):							
Net earnings	–	–	3,527	–	–	20	3,547
Other comprehensive losses, net of income taxes	–	–	–	(2,747)	–	(10)	(2,757)
Exercise of stock options and issuance of other stock awards	–	100	(86)	–	650	–	664
Cash dividends declared ($1.16 per share)	–	–	(2,048)	–	–	–	(2,048)
Dividends paid on noncontrolling interest and other activities	–	(13)	–	–	–	(7)	(20)
Balances at December 31, 2011	$ –	$ 31,318	$ 18,012	$ (6,637)	$ (7,476)	$ 111	$ 35,328
Comprehensive earnings / (losses):							
Net earnings	–	–	3,028	–	–	27	3,055
Other comprehensive earnings / (losses), net of income taxes	–	–	–	(304)	–	6	(298)
Exercise of stock options and issuance of other stock awards	–	141	(53)	–	319	–	407
Cash dividends declared ($1.00 per share)	–	–	(1,775)	–	–	–	(1,775)
Spin-Off of Kraft Foods Group, Inc.		89	(8,755)	4,308			(4,358)
Dividends paid on noncontrolling interest and other activities	–	–	–	–	–	(4)	(4)
Balances at December 31, 2012	$ –	$ 31,548	$ 10,457	$ (2,633)	$ (7,157)	$ 140	$ 32,355

See notes to consolidated financial statements.

Mondelēz International, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
For the Years Ended December 31
(in millions of U.S. dollars)

	2012	2011	2010
CASH PROVIDED BY / (USED IN) OPERATING ACTIVITIES			
Net earnings	$ 3,055	$ 3,547	$ 4,139
Adjustments to reconcile net earnings to operating cash flows:			
Depreciation and amortization	1,345	1,485	1,440
Stock-based compensation expense	162	181	174
Deferred income tax provision / (benefit)	410	(351)	251
(Gains) / Losses on divestitures, net	(107)	–	6
Gains on discontinued operations	–	–	(1,596)
Asset impairments	126	–	55
Other non-cash expense, net	48	81	329
Change in assets and liabilities, excluding the effects of acquisitions and divestitures:			
Receivables, net	(599)	(115)	(165)
Inventories, net	(129)	(556)	(359)
Accounts payable	505	300	83
Other current assets	217	(374)	42
Other current liabilities	(1,166)	676	(776)
Change in pension and postretirement assets and liabilities, net	56	(354)	125
Net cash provided by operating activities	3,923	4,520	3,748
CASH PROVIDED BY / (USED IN) INVESTING ACTIVITIES			
Capital expenditures	(1,610)	(1,771)	(1,661)
Acquisitions, net of cash received	–	–	(9,848)
Proceeds from divestitures, net of disbursements	200	–	4,039
Cash transferred to Kraft Foods Group related to the Spin-Off	(410)	–	–
Proceeds from sale of property, plant and equipment and other	133	43	8
Net cash used in investing activities	(1,687)	(1,728)	(7,462)
CASH PROVIDED BY / (USED IN) FINANCING ACTIVITIES			
Net issuance / (repayments) of short-term borrowings	93	(565)	(864)
Long-term debt proceeds	6,775	36	9,433
Long-term debt repaid	(4,495)	(1,114)	(2,134)
Dividends paid	(2,058)	(2,043)	(2,175)
Other	(111)	511	(72)
Net cash provided by / (used in) financing activities	204	(3,175)	4,188
Effect of exchange rate changes on cash and cash equivalents	61	(124)	(94)
Cash and cash equivalents:			
Increase / (decrease)	2,501	(507)	380
Balance at beginning of period	1,974	2,481	2,101
Balance at end of period	$ 4,475	$ 1,974	$ 2,481
Cash paid:			
Interest	$ 2,406	$ 2,031	$ 1,593
Income taxes	$ 1,057	$ 932	$ 2,232

See notes to consolidated financial statements.

Mondelēz International, Inc. and Subsidiaries
Notes to Consolidated Financial Statements

Note 1. Summary of Significant Accounting Policies

Description of Business:
Mondelēz International, Inc. (formerly Kraft Foods Inc.) was incorporated in 2000 in the Commonwealth of Virginia. Mondelēz International, Inc., through its subsidiaries (collectively "Mondelēz International," "we," "us" and "our"), sells food and beverage products to consumers in approximately 165 countries.

On October 1, 2012 (the "Distribution Date"), we completed the spin-off of our former North American grocery business, Kraft Foods Group, Inc. ("Kraft Foods Group") by distributing 100% of the outstanding shares of common stock of Kraft Foods Group to holders of our common stock (the "Spin-Off"). Along with our other food and beverage categories, we also retained our global snacks business (the "Global Snacks Business.") See Note 2, *Divestitures and Acquisitions,* for more information about the Spin-Off.

Changes in Presentation:
The divested Kraft Foods Group is presented as a discontinued operation on the consolidated statements of earnings for all periods presented. The Kraft Foods Group balance sheet, other comprehensive earnings and cash flows are included within our consolidated balance sheet and consolidated statements of equity, comprehensive earnings and cash flows through October 1, 2012. The results from discontinued operations are discussed in further detail in Note 2, *Divestitures and Acquisitions* .

Principles of Consolidation:
The consolidated financial statements include Mondelēz International, as well as our wholly owned and majority owned subsidiaries. The majority of our operating subsidiaries report results as of the last Saturday of the year. A portion of our international operating subsidiaries report results as of the last calendar day of the period. In 2011, the last Saturday of the year fell on December 31, so our 2011 results included one more week of operating results ("53 rd week") than 2012 or 2010, which each had 52 weeks.

In 2011, we changed the consolidation date for certain operations of our Europe segment and in the Latin America, Central and Eastern Europe ("CEE") and Middle East and Africa ("MEA") regions within our Developing Markets segment. Previously, these operations primarily reported results two weeks prior to the end of the period. Subsequent to the 2011 changes, our Europe segment reports results as of the last Saturday of each period. Certain operations within our Developing Markets segment now report results as of the last calendar day of the period or the last Saturday of the period. These changes and the 53 rd week in 2011 resulted in a favorable impact to net revenues of $679 million and a favorable impact of $93 million to operating income in 2011.

In 2010, we changed the consolidation date for certain European biscuits operations, which are included within our Europe segment, and certain operations in Asia Pacific and Latin America within our Developing Markets segment. Previously, these operations primarily reported period-end results one month or two weeks prior to the end of the period. Europe moved the reporting of these operations to two weeks prior to the end of the period, and Asia Pacific and Latin America moved the reporting of these operations to the last day of the period. These changes resulted in a favorable impact to net revenues of $193 million and a favorable impact of $23 million to operating income in 2010.

We believe these changes are preferable and will improve business planning and financial reporting by better matching the close dates of the operating subsidiaries within our Europe and Developing Markets segments and by bringing the reporting dates closer to the period-end date. As the effect to prior-period results was not material, we have not revised prior-period results.

We account for investments in which we exercise significant influence (20%-50% ownership interest) under the equity method of accounting. We use the cost method of accounting for investments in which we have an ownership interest of less than 20% and in which we do not exercise significant influence. Noncontrolling interest in subsidiaries consists of the equity interest of noncontrolling investors in consolidated subsidiaries of Mondelēz International. All intercompany transactions are eliminated.

Use of Estimates:
We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"), which require us to make estimates and assumptions that affect a number of amounts in our consolidated financial statements. Significant accounting policy elections, estimates and assumptions include, among others, pension and benefit plan assumptions, valuation assumptions of goodwill and intangible assets, useful lives of long-lived assets, marketing program accruals, insurance and self-insurance reserves and income taxes. We base our estimates on historical experience and other assumptions that we believe are reasonable. If actual amounts differ from estimates, we include the revisions in our consolidated results of operations in the period the actual amounts become known. Historically, the aggregate differences, if any, between our estimates and actual amounts in any year have not had a material effect on our consolidated financial statements.

Foreign Currencies:
We translate the results of operations of our foreign subsidiaries using average exchange rates during each period, whereas balance sheet accounts are translated using exchange rates at the end of each period. We record currency translation adjustments as a component of equity. Transaction gains and losses are recorded in earnings and were not significant for any of the periods presented.

Highly Inflationary Accounting:
On February 8, 2013, the Venezuelan government announced the devaluation of the official Venezuelan bolivar exchange rate from 4.30 bolivars to 6.30 bolivars to the U.S. dollar and the elimination of the second-tier, government-regulated SITME exchange rate previously applied to value certain types of transactions. The impact of these announced changes resulted in a one-time $30 million unfavorable foreign currency impact which we will record within our Latin America operating segment in the first quarter of 2013.

We began accounting for the results of our Venezuelan subsidiaries in U.S. dollars on January 1, 2010, as prescribed under U.S. GAAP for highly inflationary economies. We use the official Venezuelan bolivar exchange rate to translate the results of our Venezuelan operations into U.S. dollars. During 2012 and 2011, we recorded immaterial foreign currency impacts in connection with highly inflationary accounting for Venezuela. In 2010, we recorded $115 million of unfavorable foreign currency impacts including a one-time $34 million charge upon adopting highly inflationary accounting for Venezuela.

Cash and Cash Equivalents:
Cash and cash equivalents include demand deposits with banks and all highly liquid investments with original maturities of three months or less.

Inventories:
Inventories are stated at the lower of cost or market. We value all our inventories using the average cost method. We also record inventory allowances for overstocked and obsolete inventories due to ingredient and packaging changes.

Long-Lived Assets:
Property, plant and equipment are stated at historical cost and depreciated by the straight-line method over the estimated useful lives of the assets. Machinery and equipment are depreciated over periods ranging from 3 to 20 years and buildings and building improvements over periods up to 40 years.

We review long-lived assets, including amortizable intangible assets, for impairment when conditions exist that indicate the carrying amount of the assets may not be fully recoverable. We perform undiscounted operating cash flow analyses to determine if an impairment exists. When testing for impairment of assets held for use, we group assets and liabilities at the lowest level for which cash flows are separately identifiable. If an impairment is determined to exist, the loss is calculated based on estimated fair value. Impairment losses on assets to be disposed of, if any, are based on the estimated proceeds to be received, less costs of disposal.

Software Costs:
We capitalize certain computer software and software development costs incurred in connection with developing or obtaining computer software for internal use. Capitalized software costs are included in property, plant and equipment and amortized on a straight-line basis over the estimated useful lives of the software, which do not exceed seven years.

Goodwill and Non-Amortizable Intangible Assets:
We test goodwill and non-amortizable intangible assets for impairment at least annually on October 1. We assess goodwill impairment risk by first performing a qualitative review of entity-specific, industry, market and general economic factors for each reporting unit. If significant potential goodwill impairment risk exists for a specific reporting unit, we apply a two-step quantitative test. The first step compares the reporting unit's estimated fair value with its carrying value. We estimate a reporting unit's fair value using a 20-year projection of discounted cash flows which incorporates planned growth rates, market-based discount rates and estimates of residual value. For reporting units within our North America and Europe geographic units, we used a market-based, weighted-average cost of capital of 6.3% to discount the projected cash flows of those operations. For reporting units within our Developing Markets geographic unit, we used a risk-rated discount rate of 9.3%. Estimating the fair value of individual reporting units requires us to make assumptions and estimates regarding our future plans, industry and economic conditions and our actual results and conditions may differ over time. If the carrying value of a reporting unit's net assets exceeds its fair value, the second step is applied to measure the difference between the carrying value and implied fair value of goodwill. If the carrying value of goodwill exceeds its implied fair value, the goodwill is considered impaired and reduced to its implied fair value.

We test non-amortizable intangible assets for impairment by first performing a qualitative review by assessing events and circumstances that could affect the fair value or carrying value of the indefinite-lived intangible asset. If significant potential impairment risk exists for a specific non-amortizable intangible asset, we quantitatively test for impairment by comparing the fair value of each intangible asset with its carrying value. Fair value of non-amortizable intangible assets is determined using planned growth rates, market-based discount rates and estimates of royalty rates. If the carrying value of the asset exceeds its fair value, the intangible asset is considered impaired and is reduced to its estimated fair value. We record intangible asset impairment charges within asset impairment and exit costs.

Definite-lived intangible assets are amortized over their estimated useful lives and evaluated for impairment as long-lived assets.

Insurance and Self-Insurance:
We use a combination of insurance and self-insurance for a number of risks, including workers' compensation, general liability, automobile liability, product liability and our obligation for employee healthcare benefits. We estimate the liabilities associated with these risks by evaluating and making judgments about historical claims experience and other actuarial assumptions and the estimated impact on future results.

Revenue Recognition:
We recognize revenues when title and risk of loss pass to customers, which generally occurs upon shipment or delivery of goods. Revenues are recorded net of consumer incentives and trade promotions and include all shipping and handling charges billed to customers. Our shipping and handling costs are classified as part of cost of sales. A provision for product returns and allowances for bad debts is also recorded as reductions to revenues within the same period that the revenue is recognized.

Marketing and Research and Development:
We promote our products with advertising, consumer incentives and trade promotions. These programs include, but are not limited to, discounts, coupons, rebates, in-store display incentives and volume-based incentives. We expense advertising costs either in the period the advertising first takes place or as incurred. Consumer incentive and trade promotion activities are recorded as a reduction to revenues based on amounts estimated as being due to customers and consumers at the end of a period. We base these estimates principally on historical utilization and redemption rates. For interim reporting purposes, advertising and consumer incentive expenses are charged to operations as a percentage of volume, based on estimated volume and related expense for the full year. We do not defer costs on our year-end consolidated balance sheet and all marketing costs are recorded as an expense in the year incurred. Advertising expense was $1,815 million in 2012, $1,860 million in 2011 and $1,729 million in 2010. We expense product research and development costs as incurred. Research and development expense was $462 million in 2012, $511 million in 2011 and $404 million in 2010. We record marketing and research and development expenses within selling, general and administrative expenses.

Environmental Costs:
Throughout the countries in which we do business, we are subject to local, national and multi-national environmental laws and regulations relating to the protection of the environment. We have programs across our business units designed to meet applicable environmental compliance requirements.

In the United States, the laws and regulations include the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"). CERCLA imposes joint and severable liability on each potentially responsible party. As of December 31, 2012, our subsidiaries were involved in one active proceeding in the U.S. under a state equivalent of CERCLA related to our current operations. As of December 31, 2011, our subsidiaries were involved in 68 active actions. Except for the one active proceeding we retained, all the remaining active actions relate to and were retained by the divested Kraft Foods Group business.

As of December 31, 2012, we accrued an immaterial amount for environmental remediation. Based on information currently available, we believe that the ultimate resolution of existing environmental remediation actions and our compliance in general with environmental laws and regulations will not have a material effect on our financial results.

Employee Benefit Plans:
We provide a range of benefits to our current and retired employees. Depending upon jurisdictions, tenure, presence of a union, job level and other factors, these include pension benefits, postretirement health care benefits and postemployment benefits, consisting primarily of severance. We provide pension coverage for certain employees of our non-U.S. subsidiaries through separate plans. Local statutory requirements govern many of these plans. For salaried and non-union hourly employees hired in the U.S. after January 1, 2009, we discontinued benefits under our U.S. pension plans, and we replaced them with an enhanced company contribution to our employee savings plan. Additionally, we will be freezing the U.S. pension plans for current salaried and non-union hourly employees effective December 31, 2019. Pension accruals for all salaried and non-union employees who are currently earning pension benefits will end on December 31, 2019, and continuing pay and service will be used to calculate the pension benefits through December 31, 2019. Our U.S., Canadian, and United Kingdom subsidiaries provide health care and other benefits to most retired employees. Local government plans generally cover health care benefits for retirees outside the U.S., Canada, and United Kingdom. Our postemployment benefit plans cover most salaried and certain hourly employees. The cost of these plans is charged to expense over the working life of the covered employees.

Financial Instruments:
We use certain financial instruments to manage our foreign currency exchange rate, commodity price and interest rate risks. We monitor and manage these exposures as part of our overall risk management program which focuses on the unpredictability of financial markets and seeks to reduce the potentially adverse effects that the volatility of these markets may have on our operating results. A principal objective of our risk management strategies is to reduce significant, unanticipated earnings fluctuations that may arise from volatility in foreign currency exchange rates, commodity prices and interest rates, principally through the use of derivative instruments.

We use a combination of primarily foreign currency forward contracts, futures, options and swaps; commodity forward contracts, futures and options; and interest rate swaps to manage our exposure to cash flow variability, protect the value of our existing foreign currency assets and liabilities and protect the value of our debt. See Note 9, *Financial Instruments* , to the consolidated financial statements for more information on the types of derivative instruments we use.

We record derivative financial instruments at fair value in our consolidated balance sheets within other current assets or other current liabilities due to their relatively short-term duration. Cash flows from derivative instruments are classified in the consolidated statements of cash flows based on the nature of the derivative instrument. Changes in the fair value of a derivative that is designated as a cash flow hedge, to the extent that the hedge is effective, are recorded in accumulated other comprehensive earnings / (losses) and reclassified to earnings when the hedged item affects earnings. Changes in fair value of economic hedges and the ineffective portion of all hedges are recognized in current period earnings. Changes in the fair value of a derivative that is designated as a fair value hedge, along with the changes in the fair value of the related hedged asset or liability, are recorded in earnings in the same period. We use foreign currency denominated debt to hedge a portion of our net investment in foreign operations against adverse movements in exchange rates, with changes in the value of the debt recorded within currency translation adjustment in accumulated other comprehensive earnings / (losses).

In order to qualify for hedge accounting, a specified level of hedging effectiveness between the derivative instrument and the item being hedged must exist at inception and throughout the hedged period. We must also formally document the nature of and relationship between the derivative and the hedged item, as well as our risk management objectives, strategies for undertaking the hedge transaction and method of assessing hedge effectiveness. Additionally, for a hedge of a forecasted transaction, the significant characteristics and expected term of the forecasted transaction must be specifically identified, and it must be probable that the forecasted transaction will occur. If it is no longer probable that the hedged forecasted transaction will occur, we would recognize the gain or loss related to the derivative in earnings.

When we use derivatives, we are exposed to credit and market risks. Credit risk exists when a counterparty to a derivative contract might fail to fulfill its performance obligations under the contract. We minimize our credit risk by entering into transactions with counterparties with high quality, investment grade credit ratings, limiting the amount of exposure with each counterparty and monitoring the financial condition of our counterparties. We also maintain a policy of requiring that all significant, non-exchange traded derivative contracts with a duration of one year or longer are governed by an International Swaps and Derivatives Association master agreement. Market risk exists when the value of a derivative or other financial instrument might be adversely affected by changes in market conditions and foreign currency exchange rates, commodity prices, or interest rates. We manage market risk by limiting the types of derivative instruments and derivative strategies we use and the degree of market risk that we plan to hedge through the use of derivative instruments.

Commodity cash flow hedges – We are exposed to price risk related to forecasted purchases of certain commodities that we primarily use as raw materials. We enter into commodity forward contracts primarily for wheat, soybean and vegetable oils, sugar and other sweeteners and cocoa. Commodity forward contracts generally are not subject to the accounting requirements for derivative instruments and hedging activities under the normal purchases exception. We also use commodity futures and options to hedge the price of certain input costs, including wheat, soybean and vegetable oils, sugar and other sweeteners and cocoa. Some of these derivative instruments are highly effective and qualify for hedge accounting treatment. We also sell commodity futures to unprice future purchase commitments, and we occasionally use related futures to cross-hedge a commodity exposure. We are not a party to leveraged derivatives and, by policy, do not use financial instruments for speculative purposes.

Foreign currency cash flow hedges – We use various financial instruments to mitigate our exposure to changes in exchange rates from third-party and intercompany actual and forecasted transactions. These instruments may include foreign exchange forward contracts, futures, options and swaps. Based on the size and location of our businesses, we use these instruments to hedge our exposure to certain currencies, including the euro, pound sterling and Canadian dollar.

Interest rate cash flow and fair value hedges – We manage interest rate volatility by modifying the pricing or maturity characteristics of certain liabilities so that the net impact on interest expense is not, on a material basis, adversely affected by movements in interest rates. As a result of interest rate fluctuations, hedged fixed-rate liabilities appreciate or depreciate in market value. We expect the effect of this unrealized appreciation or depreciation to be substantially offset by our gains or losses on the derivative instruments that are linked to these hedged liabilities. We use derivative instruments, including interest rate swaps that have indices related to the pricing of specific liabilities as part of our interest rate risk management strategy. As a matter of policy, we do not use highly leveraged derivative instruments for interest rate risk management. We use interest rate swaps to economically convert a portion of our fixed-rate debt into variable-rate debt. Under the interest rate swap contracts, we agree with other parties to exchange, at specified intervals, the difference between fixed-rate and floating-rate interest amounts, which is calculated based on an agreed-upon notional amount. We also use interest rate swaps to hedge the variability of interest payment cash flows on a portion of our future debt obligations. Substantially all of these derivative instruments are highly effective and qualify for hedge accounting treatment.

Hedges of net investments in foreign operations – We have numerous investments in our foreign subsidiaries. The net assets of these subsidiaries are exposed to volatility in foreign currency exchange rates. We use foreign currency denominated debt to hedge our net investment in foreign operations against adverse movements in exchange rates. We designated our euro and pound sterling denominated borrowings as a net investment hedge of a portion of our overall European operations. The gains and losses on our net investment in these designated European operations are economically offset by losses and gains on our euro and pound sterling denominated borrowings. The change in the debt's value is recorded in the currency translation adjustment component of accumulated other comprehensive earnings / (losses).

Income Taxes:
We recognize tax benefits in our financial statements when uncertain tax positions are assessed more likely than not to be sustained upon audit. The amount we recognize is measured as the largest amount of benefit that is greater than 50 percent likely of being realized upon ultimate settlement.

We recognize deferred tax assets for deductible temporary differences, operating loss carryforwards and tax credit carryforwards. Deferred tax assets are reduced by a valuation allowance if it is more likely than not that some portion, or all, of the deferred tax assets will not be realized.

New Accounting Pronouncements:
In February 2013, the Financial Accounting Standards Board ("FASB") issued an accounting standards update, clarifying how to report the effect of significant reclassifications out of accumulated other comprehensive income ("AOCI") by component and the respective line items of the statement of earnings that are affected. The guidance is effective for fiscal and interim reporting periods beginning after December 15, 2012. We plan to adopt this guidance in the first quarter of 2013 and do not anticipate that the adoption will materially change the presentation of our consolidated financial statements.

In July 2012, the FASB issued an accounting standards update which simplifies indefinite-lived intangible asset impairment testing. Companies now have the option to first assess qualitative factors to determine whether it is "more likely than not" that an indefinite-lived intangible asset may be impaired. If, after assessing the totality of events and circumstances, impairment is determined to be not likely, then performing the quantitative two-step impairment test would not be required. The amendment is effective for annual tests performed for fiscal years beginning after September 15, 2012, with early adoption permitted. We adopted the guidance in the quarter ended December 31, 2012, ahead of our annual intangible asset impairment testing. The new guidance did not have an impact on our financial results and simplified the indefinite-lived intangible asset testing we perform on an annual basis.

Reclassifications:
Certain amounts previously reported have been reclassified to conform to the current-year presentation.

Subsequent Events:
We evaluated subsequent events and included all accounting and disclosure requirements related to subsequent events in our consolidated financial statements.

Note 2. Divestitures and Acquisitions

Spin-off Kraft Foods Group
On October 1, 2012 (the "Distribution Date"), we completed the spin-off of our North American grocery business, Kraft Foods Group, Inc. ("Kraft Foods Group"), to our shareholders (the "Spin-Off"). Along with our other food and beverage categories, we also retained our global snacks business (the "Global Snacks Business"). On October 1, 2012, each of our shareholders of record as of the close of business on September 19, 2012 ("the Record Date") received one share of Kraft Foods Group common stock for every three shares of our Common Stock held as of the Record Date. The distribution was structured to be tax free to our U.S. shareholders for U.S. federal income tax purposes.

Kraft Foods Group is now an independent public company trading on The NASDAQ Global Select Market under the symbol "KRFT." After the Spin-Off, we do not beneficially own any shares of Kraft Foods Group common stock.

The divested Kraft Foods Group is presented as a discontinued operation on the consolidated statements of earnings for all periods presented. The Kraft Foods Group balance sheet, other comprehensive earnings and cash flows are included within our consolidated balance sheet and consolidated statements of equity, comprehensive earnings and cash flows through October 1, 2012.

Summary results of operations for Kraft Foods Group through October 1, 2012 were as follows:

	Nine Months Ended October 1, 2012	For the Years Ended December 31, 2011	2010
		(in millions)	
Net revenues	$ 13,768	$ 18,555	$ 17,718
Earnings before income taxes	$ 2,266	$ 2,892	$ 2,916
Provision for income taxes	778	1,082	1,093
Earnings and gain from discontinued operations, net of income taxes (1)	–	–	1,644
Earnings from discontinued operations, net of income taxes	$ 1,488	$ 1,810	$ 3,467

(1) On March 1, 2010, Kraft Foods Group completed the sale of the assets of the North American frozen pizza business to Nestlē USA, Inc. The earnings through March 1, 2010 and the gain were included in discontinued operations for Kraft Foods Group for the year ended December 31, 2010.

The results of the Kraft Foods Group discontinued operation exclude certain corporate and business unit costs which were allocated to Kraft Foods Group historically and are expected to continue at Mondelēz International after the Spin-Off. These costs include primarily corporate overheads, information systems and sales force support. On a pre-tax basis, through the date of the Spin-Off, these costs were $150 million for the nine months ended October 1, 2012, $236 million for the year ended December 31, 2011 and $209 million for the year ended December 31, 2010.

Interest expense relating to debt Kraft Foods Group incurred or assumed through October 1, 2012 has been included in the results from discontinued operations for all periods presented and as follows:

	Nine Months Ended October 1, 2012	For the Years Ended December 31, 2011	2010
		(in millions)	
$6.0 billion note issuance in June 2012	$ 70	$ –	$ –
$3.6 billion notes exchanged in July 2012	171	226	216
$0.4 billion debt transferred in October 2012	24	31	31
Capital leases and other	13	10	7
	$ 278	$ 267	$ 254

On October 1, 2012, we divested the following assets and liabilities which net to $4,358 million, or $4,111 million net of cash retained by Kraft Foods Group on the Distribution Date (in millions):

Assets	
Cash	$ 247
Receivables	1,685
Inventories, net	2,099
Deferred income taxes	338
Other current assets	168
Property, plant and equipment, net	4,211
Goodwill	11,911
Intangible assets, net	2,632
Prepaid pension assets	16
Other assets	856
	$ 24,163
Liabilities	
Current portion of long-term debt	$ 6
Accounts payable	1,798
Accrued marketing	463
Accrued employment costs	190
Other current liabilities	751
Long-term debt	9,965
Deferred income taxes	874
Accrued pension costs	2,026
Accrued postretirement health care costs	3,316
Other liabilities	416
	$ 19,805
Net assets divested in the Spin-Off	$ 4,358

Additionally, $4,308 million of accumulated other comprehensive losses primarily related to the pension and other benefit plan net liabilities transferred to Kraft Foods Group and $89 million of unearned compensation recorded within additional paid in capital were distributed to Kraft Foods Group. In total, we recorded a distribution of $8,755 million to our shareholders in connection with the Spin-Off of Kraft Foods Group.

In order to implement the Spin-Off, we entered into certain agreements with Kraft Foods Group to effect our legal and structural separation; govern the relationship between us; and allocate various assets, liabilities and obligations between us, including, among other things, employee benefits, intellectual property and tax-related assets and liabilities (see Note 14, *Income Taxes* , for additional information). In addition to executing the Spin-Off in the manner provided in the agreements, in November 2012, pursuant to these aqreements, we paid Kraft Foods Group $163 million related to targeted cash flows (together with the $247 million of cash divested on the Distribution Date, totaling $410 million of cash transferred to Kraft Foods Group in connection with the Spin-Off). To facilitate the management, including final payment and resolution, of certain obligations, Kraft Foods Group retained certain of our North American net trade payables and receivables. We also retained approximately $140 million of workers' compensation liabilities for claims incurred by Kraft Foods Group employees prior to the Spin-Off. In November 2012, we paid Kraft Foods Group $95 million to cash settle the net trade payables and receivables and which are also reflected in table above. As of December 31, 2012, we also have a $55 million receivable from Kraft Foods Group related to the cash settlement of stock awards held by our respective employees at the time of the Spin-Off as further described in Note 11, *Stock Plans* , to the consolidated financial statements.

Spin-Off Costs:
Our historical results include one-time Spin-Off transaction, transition and financing and related costs ("Spin-Off Costs") we have incurred to date. We recorded Spin-Off Costs of $1,053 million in 2012 and $46 million of Spin-Off Costs in 2011. We expect to reflect all one-time Spin-Off Costs within our reported results. We incurred the following Spin-Off Costs within our pre-tax earnings:

	For the Years Ended December 31,	
	2012	2011
	(in millions)	
Selling, general and administrative expenses	$ 444	$ 46
Interest and other expense, net	609	–
Spin-Off Costs	$ 1,053	$ 46

Cadbury Acquisition and related Divestitures:
On January 19, 2010, we announced the terms of our final offer for each outstanding ordinary share of Cadbury Limited (formerly, Cadbury plc) ("Cadbury"), including each ordinary share represented by an American Depositary Share ("Cadbury ADS"), and the Cadbury Board of Directors recommended that Cadbury shareholders accept the terms of the final offer. On February 2, 2010, all of the conditions to the offer were satisfied or validly waived, the initial offer period expired and a subsequent offer period immediately began. At that point, we had received acceptances of 71.73% of the outstanding Cadbury ordinary shares, including those represented by Cadbury ADSs ("Cadbury Shares"). As of June 1, 2010, we owned 100% of all outstanding Cadbury Shares.

The Cadbury acquisition was valued at $18.5 billion, or approximately £11.6 billion (based on the average price of $28.36 for a share of Kraft Foods Inc. Common Stock on February 2, 2010 and an exchange rate of $1.595 per £1.00). On February 2, 2010, we acquired 71.73% of Cadbury Shares for $13.1 billion and the value attributed to noncontrolling interests was $5.4 billion. From February 2, 2010 through June 1, 2010, we acquired the remaining 28.27% of Cadbury Shares for $5.4 billion. We recorded a $38 million gain on the noncontrolling interests acquired within additional paid in capital.

As part of our Cadbury acquisition, we incurred and expensed transaction-related fees of $218 million in 2010 and $40 million in 2009. We recorded these expenses within selling, general and administrative expenses. We also incurred acquisition financing fees of $96 million in 2010. We recorded these expenses within interest and other expense, net.

As a condition to granting approval of the acquisition, the EU required that we divest certain Cadbury confectionery operations in Poland and Romania. In 2010, we completed the sale of the assets of these businesses and generated $342 million in sale proceeds. The impact of these divestitures was reflected as adjustments within the Cadbury final purchase accounting.

During 2010, Cadbury contributed net revenues of $9,143 million and net earnings of $530 million from February 2, 2010 through December 31, 2010. The following unaudited pro forma summary presents our consolidated results of continuing operations as if Cadbury had been acquired on January 1, 2010. These amounts were calculated after conversion to U.S. GAAP, applying our accounting policies, and adjusting Cadbury's results to reflect the additional depreciation and amortization that would have been charged assuming the fair value adjustments to property, plant and equipment, and intangible assets had been applied from January 1, 2010, together with the consequential tax effects. These adjustments also reflect the additional interest expense incurred on the debt to finance the purchase and the divestitures of certain Cadbury confectionery operations in Poland and Romania.

	Pro forma Year Ended December 31, 2010
	(in millions)
Net revenues	$ 32,052
Net earnings attributable to Mondelēz International	2,115

Our February 2, 2010 Cadbury acquisition was valued at $18,547 million, or $17,503 million net of cash and cash equivalents. As part of that acquisition, we acquired the following assets and assumed the following liabilities (in millions):

Assets	
Cash and cash equivalents	$ 1,044
Receivables [1]	1,333
Inventories, net	1,298
Other current assets	660
Property, plant and equipment, net	3,293
Goodwill [2]	9,530
Intangible assets, net [3]	12,905
Other assets	593
	$ 30,656
Liabilities	
Short-term borrowings	$ 1,206
Accounts payable	1,605
Other current liabilities [4]	1,866
Long-term debt	2,437
Deferred income taxes	3,218
Accrued pension costs	817
Other liabilities	927
Noncontrolling interest	33
	$ 12,109
Net assets acquired	$ 18,547

(1) The gross amount of acquired receivables was $1,474 million, of which $141 million was reserved as uncollectable.
(2) Goodwill will not be deductible for statutory tax purposes and is attributable to Cadbury's workforce and the significant synergies we expect from the acquisition.
(3) We acquired $10.3 billion of indefinite-lived intangible assets, primarily trademarks, and $2.6 billion of amortizable intangible assets, primarily customer relationships and technology. Customer relationships will be amortized over approximately 13 years and technology will be amortized over approximately 12 years.
(4) Within other current liabilities, a reserve for exposures related to taxes of approximately $70 million was established within our Developing Markets segment. The cumulative exposure was approximately $150 million at December 31, 2010.

Other Divestitures:
In 2012, we received $200 million in proceeds and recorded pre-tax gains of $107 million primarily related to the divestitures of a dinners and sauces grocery business in Germany and Belgium and a canned meat business in Italy. In 2011, there were no significant divestitures. In 2010, as discussed above, we divested businesses in Poland and Romania in connection with the acquisition of Cadbury.

The aggregate operating results of the divestitures discussed above were not material to our financial statements in any of the periods presented.

Note 3. Inventories

Inventories at December 31, 2012 and 2011 were:

	2012	2011
	(in millions)	
Raw materials	$ 1,213	$ 1,800
Finished product	2,528	3,906
Inventories, net	$ 3,741	$ 5,706

Note 4. Property, Plant and Equipment

Property, plant and equipment at December 31, 2012 and 2011 were:

	2012	2011
	(in millions)	
Land and land improvements	$ 643	$ 768
Buildings and building improvements	3,199	4,997
Machinery and equipment	11,992	16,934
Construction in progress	1,022	1,233
	16,856	23,932
Accumulated depreciation	(6,846)	(10,119)
Property, plant and equipment, net	$ 10,010	$ 13,813

On October 1, 2012, $4,211 million of property, plant and equipment was divested with the Spin-Off of Kraft Foods Group. Additionally, in the first quarter of 2012, we sold a manufacturing facility located in Russia for $72 million in proceeds, disposing of $17 million of primarily buildings and building improvements, which resulted in our recording a pre-tax gain of $55 million within our Developing Markets segment.

Asset impairments:
In 2012, we recorded impairment charges of $18 million, related primarily to machinery and equipment, under our 2012-2014 Restructuring Program which is further described in Note 6, 2 *012-2014 Restructuring Program* . We did not record any asset impairments in 2011. During 2010, we recorded an asset impairment of $12 million on a biscuit plant and related property, plant and equipment in France. These charges were recorded within asset impairment and exit costs.

Note 5. Goodwill and Intangible Assets

At December 31, 2012 and 2011, goodwill by reportable segment was:

	2012	2011
	(in millions)	
Developing Markets	$ 7,450	$ 7,463
Europe	9,245	9,003
North America	9,106	20,831
Goodwill	$ 25,801	$ 37,297

Intangible assets at December 31, 2012 and 2011 were:

	2012	2011
	(in millions)	
Non-amortizable intangible assets	$ 20,408	$ 22,859
Amortizable intangible assets	2,861	2,853
	23,269	25,712
Accumulated amortization	(717)	(526)
Intangible assets, net	$ 22,552	$ 25,186

Non-amortizable intangible assets consist principally of brand names purchased through our acquisitions of Nabisco Holdings Corp., the Spanish and Portuguese operations of United Biscuits, the global *LU* Biscuit business of Groupe Danone S.A. and Cadbury. Amortizable intangible assets consist primarily of trademarks, customer-related intangibles, process technology, license agreements and non-compete agreements. At December 31, 2012, the weighted-average life of our amortizable intangible assets was 13.2 years.

Amortization expense for intangible assets was $217 million in 2012, $225 million in 2011 and $210 million in 2010. We currently estimate amortization expense for each of the next five years to be approximately $218 million.

Changes in goodwill and intangible assets consisted of:

	2012		2011	
	Goodwill	Intangible Assets, at cost	Goodwill	Intangible Assets, at cost
	(in millions)			
Balance at January 1	$ 37,297	$ 25,712	$ 37,856	$ 26,279
Changes due to:				
Foreign currency	436	262	(559)	(567)
Divestitures	(11,932)	(2,669)	–	–
Asset impairments	–	(52)	–	–
Acquisitions	–	14		
Other	–	2	–	–
Balance at December 31	$ 25,801	$ 23,269	$ 37,297	$ 25,712

Changes to goodwill and intangible assets during 2012 were:

- Divestitures-In 2012, we reduced goodwill by $11,911 million and reduced intangible assets by $2,666 million due to the divestiture of Kraft Foods Group. We also reduced goodwill by $21 million primarily related to the divestitures in Germany, Belgium and Italy.
- Asset Impairments-We recorded $52 million of charges related to a trademark on a Japanese chewing gum product within our Developing Markets segment which had significantly lower revenue. The fair value of the intangible asset was determined under a relief of royalty valuation, which models the cash flows from the trademark assuming royalties were received under a licensing arrangement. The charge was calculated as the excess of the carrying value of the intangible asset over its estimated fair value and was recorded within asset impairment and exit costs.
- Acquisitions-We increased intangible assets by $14 million related to an acquisition of a license in Pakistan and an acquisition of a trademark in Europe.

In 2011, except for changes due to foreign currency translation, there were no significant changes to goodwill and intangible assets.

In 2012, 2011 and 2010, there were no impairments of goodwill. In connection with our 2012 annual impairment testing, we noted two reporting units which were more sensitive to near-term changes in discounted cash flow assumptions: U.S. Confections with $2,177 million of goodwill as of December 31, 2012 and fair value in excess of its carrying value of net assets of 9% and Europe Biscuits with $2,569 million of goodwill as of December 31, 2012 and fair value in excess of its carrying value of net assets of 16%. While the reporting units passed the first step of the impairment test, if the segment operating income or another valuation assumption for either reporting unit were to deteriorate significantly in the future, it could adversely affect the estimated fair value. If we are unsuccessful in our plans to increase the profitability of these businesses, the estimated fair values could fall further and lead to a potential goodwill impairment in the future.

Note 6. 2012-2014 Restructuring Program

On March 14, 2012, our Board of Directors approved $1.1 billion of restructuring and related implementation costs ("2012-2014 Restructuring Program") reflecting primarily severance, asset disposals and other manufacturing-related one-time costs. The primary objective of the restructuring and implementation activities was to ensure that both Kraft Foods Group and Mondelēz International were each set up to operate efficiently and execute on our respective business strategies upon separation and in the future. On October 23, 2012, our Board of Directors approved $400 million of additional restructuring and related implementation programs, totaling $1.5 billion of expected 2012-2014 Restructuring Program costs.

Of the $1.5 billion of anticipated 2012-2014 Restructuring Program costs, Kraft Foods Group has or expects to incur approximately $575 million. As such, we will retain approximately $925 million of the 2012-2014 Restructuring Program.

Restructuring Costs:
Within our continuing results of operations, to date, we have recorded restructuring charges of $102 million in 2012 within asset impairment and exit costs. We spent $33 million in 2012 in cash severance and related costs, and we also recognized non-cash pension plan settlement losses (See Note 10, *Benefit Plans)* and non-cash asset write-downs (including accelerated depreciation and asset impairments) totaling $33 million in 2012. At December 31, 2012, our net restructuring liability was $36 million recorded within other current liabilities.

	Severance and related costs	Asset Write-downs	Total
		(in millions)	
Liability balance, January 1, 2012	$ –	$ –	$ –
Charges	84	18	102
Cash spent	(33)	–	(33)
Non-cash settlements	(15)	(18)	(33)
Liability balance, December 31, 2012	$ 36	$ –	$ 36

Implementation Costs:
Implementation costs are directly attributable to restructuring activities; however, they do not qualify for special accounting treatment as exit or disposal activities. We believe the disclosure of implementation costs provides readers of our financial statements greater transparency to the total costs of our 2012-2014 Restructuring Program. Within our continuing results of operations, to date, we recorded implementation costs of $8 million in 2012 within cost of sales and selling, general and administrative expense in our North America segment. These costs primarily include costs to integrate and reorganize our operations and facilities, the discontinuance of certain product lines and the incremental expenses related to the closure of facilities, replicating our information systems infrastructure and reorganizing costs related to our sales function.

Restructuring and Implementation Costs by Segment:
During 2012, we recorded restructuring and implementation costs within our consolidated segment operating income as follows:

	For the Year Ended December 31, 2012		
	Restructuring Costs	Implementation Costs	Total
		(in millions)	
Developing Markets	$ 7	$ –	$ 7
Europe	6	–	6
North America	89	8	97
Total	$ 102	$ 8	$ 110

Note 7. Integration Program and Cost Savings Initiatives

Integration Program
As a result of our combination with Cadbury in 2010, we launched an integration program to realize expected annual cost savings of approximately $750 million by the end of 2013 and revenue synergies from investments in distribution, marketing and product development. In order to achieve these cost savings and synergies and integrate the two businesses, we expect to incur total integration charges of approximately $1.5 billion through the end of 2013 (the “Integration Program”).

Integration Program costs include the costs associated with combining the Cadbury operations within our Global Snacks Business and are separate from the costs related to the acquisition. Since the inception of the Integration Program, we have incurred approximately $1.3 billion of the estimated $1.5 billion total integration charges. In 2012, we met and exceeded our annual cost savings target of $750 million and achieved approximately $800 million of annual costs savings one year ahead of schedule.

Changes in the Integration Program liability were (in millions):

	2012	2011
Balance at January 1	$ 346	$ 406
Charges	140	521
Cash spent	(281)	(554)
Currency / other	(3)	(27)
Balance at December 31	$ 202	$ 346

We recorded Integration Program charges of $185 million in 2012, $521 million in 2011 and $646 million in 2010. During 2012, we reversed $45 million of Integration Program charges previously accrued in 2010 and primarily related to planned and announced position eliminations that did not occur within our Europe segment. We recorded these charges in operations as a part of selling, general and administrative expenses primarily within our Europe and Developing Markets segments, as well as within general corporate expenses.

Cost Savings Initiatives
Cost savings initiatives generally include exit, disposal and other project costs outside of our Integration Program and 2012-2014 Restructuring Program and consist of the following specific initiatives:

- In 2012, we recorded a $21 million charge primarily within the segment operating income of Europe related to severance benefits provided to terminated employees and charges in connection with the reorganization within the Europe and Developing Markets segment (the "Europe reorganization").
- In 2011, we recorded a $61 million charge primarily within the segment operating income of Europe related to severance benefits provided to terminated employees and charges in connection with the Europe reorganization. We also reversed approximately $15 million of cost savings initiative program costs across the North America and Developing Markets segments.
- In 2010, we recorded $117 million primarily within the segment operating income of Europe in connection with the Europe reorganization.

Note 8. Debt and Borrowing Arrangements

Short-Term Borrowings:
At December 31, 2012 and 2011, our short-term borrowings and related weighted-average interest rates consisted of:

	2012		2011	
	Amount Outstanding (in millions)	Weighted-Average Year-End Rate	Amount Outstanding (in millions)	Weighted-Average Year-End Rate
Bank loans	$ 274	7.2%	$ 182	10.7%

Borrowing Arrangements:
We maintain a revolving credit facility that we have historically used for general corporate purposes, including for working capital purposes and to support our commercial paper issuances. Our $4.5 billion four-year senior unsecured revolving credit facility expires in April 2015. As of December 31, 2012, no amounts have been drawn on the facility.

The revolving credit agreement requires us to maintain a minimum shareholders' equity, excluding accumulated other comprehensive earnings / (losses), of at least $28.6 billion. At December 31, 2012, our shareholders' equity, excluding accumulated other comprehensive earnings / (losses), was $34.8 billion. We expect to continue to meet this covenant. The revolving credit agreement also contains customary representations, covenants and events of default. However, the revolving credit facility has no other financial covenants, credit rating triggers or provisions that could require us to post collateral as security.

In addition to the above, some of our international subsidiaries maintain primarily uncommitted credit lines to meet short-term working capital needs. Collectively, these credit lines amounted to $2.4 billion at December 31, 2012 and $2.3 billion at December 31, 2011. Borrowings on these lines amounted to $274 million at December 31, 2012 and $182 million at December 31, 2011.

Long-Term Debt:
At December 31, 2012 and 2011, our long-term debt consisted of (interest rates were as of December 31, 2012):

	2012	2011
	(in millions)	
U.S. Dollar notes, 2.63% to 7.00% (average effective rate 5.71%), due through 2040	$ 16,887	$ 21,766
Euro notes, 6.25% (effective rate 6.33%), due through 2015	1,119	3,690
Pound sterling notes, 5.38% to 7.25% (average effective rate 4.94%), due through 2018	1,109	1,074
Other foreign currency obligations	32	178
Capital leases and other	4	41
Total	19,151	26,749
Less current portion of long-term debt	(3,577)	(3,654)
Long-term debt	$ 15,574	$ 23,095

As of December 31, 2012, aggregate maturities of our debt based on stated contractual maturities for the years ended were (in millions):

2013	2014	2015	2016	2017	Thereafter	Total
$ 3,569	$ 990	$ 1,123	$ 1,764	$ 1,500	$ 10,216	$ 19,162

On October 2, 2012 our $150 million Canadian dollar variable rate loan matured. The loan and accrued interest to date were repaid with cash from operations.

On October 1, 2012, approximately $10 billion of debt on our balance sheet at September 30, 2012 was transferred to or retained by Kraft Foods Group. As described below, the debt primarily included: $6.0 billion of senior unsecured notes issued on June 4, 2012; $3.6 billion of debt exchanged on July 18, 2012; and $400 million migrated on October 1, 2012. See Note 2, *Divestitures and Acquisitions,* for additional information regarding the Spin-Off and liabilities transferred in the divestiture of Kraft Foods Group.

On October 1, 2012, in connection with the Spin-Off and related debt capitalization plan, a $400 million 7.55% senior unsecured note was retained by Kraft Foods Group. No cash was generated from the transaction.

On July 18, 2012, we completed a debt exchange in which $3.6 billion of our debt held by third-party note holders was exchanged for notes issued by Kraft Foods Group in order to migrate debt to Kraft Foods Group in connection with our Spin-Off capitalization plan. No cash was generated from the exchange and we incurred one-time financing costs of $18 million which we recorded in interest expense. As a result of the exchange, we retired the following debt:

- $596 million of our 6.125% Notes due in February 2018
- $439 million of our 6.125% Notes due in August 2018
- $900 million of our 5.375% Notes due in February 2020
- $233 million of our 6.875% Notes due in January 2039
- $290 million of our 6.875% Notes due in February 2038
- $185 million of our 7.000% Notes due in August 2037
- $170 million of our 6.500% Notes due in November 2031 and
- $787 million of our 6.500% Notes due in 2040.

On June 4, 2012, Kraft Foods Group issued $6.0 billion of senior unsecured notes and distributed $5.9 billion of net proceeds to us in connection with the Spin-Off capitalization plan. We used the proceeds to pay $3.6 billion of outstanding commercial paper borrowings and expect to use the remaining cash proceeds to pay down additional debt over time or for general corporate purposes. This debt and approximately $260 million of related deferred financing costs were retained by Kraft Foods Group in the Spin-Off.

On June 1, 2012, $900 million of our 6.25% notes matured. The notes and accrued interest to date were repaid using primarily commercial paper borrowings which were subsequently repaid from $5.9 billion net proceeds received from the Kraft Foods Group $6.0 billion notes issuance on June 4, 2012.

On March 20, 2012, € 2.0 billion of our 5.75% bonds matured. The bonds and accrued interest to date were repaid using proceeds from the issuance of commercial paper which was subsequently repaid in June 2012 as discussed above.

On January 10, 2012, we issued $800 million of floating rate notes which bear interest at a rate equal to the three-month London Inter-Bank Offered Rate (“LIBOR”) plus 0.875%. We received net proceeds of $798.8 million from the issuance. The notes were set to mature on July 10, 2013 or subject to a mandatory redemption tied to the public announcement of the Record Date for the Spin-Off. After announcing the Record Date, on September 24, 2012, the notes were redeemed at a redemption price equal to 100% of the aggregate principal amount of the notes, or $800 million, plus accrued interest of $2 million with cash on hand.

On November 1, 2011, $1.1 billion of our 5.625% notes matured. The notes and accrued interest to date were repaid with cash from operations.

Fair Value:
The fair value of our short-term borrowings at December 31, 2012 and December 31, 2011 reflects current market interest rates and approximates the amounts we have recorded on our consolidated balance sheet. The fair value of our long-term debt was determined using quoted prices in active markets for the publicly traded debt obligations (Level 1 valuation data). At December 31, 2012, the aggregate fair value of our total debt was $22,946 million and its carrying value was $19,425 million. At December 31, 2011, the aggregate fair value of our total debt was $31,113 million and its carrying value was $26,931 million.

Interest and Other Expense, Net:
Interest and other expense, net within our results of continuing operations consisted of:

	For the Years Ended December 31,		
	2012	2011	2010
		(in millions)	
Interest expense, debt	$ 1,177	$ 1,383	$ 1,540
Spin-Off-related financing fees	609	–	–
Acquisition-related financing fees	–	–	251
Other expense / (income), net	77	235	(21)
Total interest and other expense, net	$ 1,863	$ 1,618	$ 1,770

Except for one-time Spin-Off related financing fees, interest expense associated with debt incurred by or migrated to Kraft Foods Group in connection with the Spin-Off is reflected within earnings from discontinued operations, net of income taxes. In 2012, Spin-Off related financing fees include a loss of $556 million related to several interest rate swap settlements. In 2011, other expense includes a loss of $157 million related to several interest rate swaps that settled in 2011. In 2010, acquisition-related financing fees include hedging and foreign currency impacts associated with the Cadbury acquisition and other fees associated with the Cadbury Bridge Facility.

Note 9. Financial Instruments

Fair Value of Derivative Instruments:
Derivative instruments were recorded at fair value in the consolidated balance sheets as of December 31, 2012 and 2011 as follows:

	2012		2011	
	Asset Derivatives	Liability Derivatives	Asset Derivatives	Liability Derivatives
	(in millions)		(in millions)	
Derivatives designated as hedging instruments:				
Foreign exchange contracts	$ 6	$ 10	$ 76	$ 5
Commodity contracts	3	34	14	27
Interest rate contracts	16	–	2	519
	$ 25	$ 44	$ 92	$ 551
Derivatives not designated as hedging instruments:				
Foreign exchange contracts	$ 16	$ 33	$ 13	$ 5
Commodity contracts	106	103	392	372
Interest rate contracts	93	61	86	51
	$ 215	$ 197	$ 491	$ 428
Total fair value	$ 240	$ 241	$ 583	$ 979

During 2012 and 2011, derivatives designated as hedging instruments include cash flow and fair value hedges and derivatives not designated include economic hedges. Non-U.S. debt designated as a hedge of our net investments in foreign operations is not reflected in the table above, but is included in long-term debt summarized in Note 8, *Debt and Borrowing Arrangements* . The fair value of our asset derivatives are recorded within other current assets and the fair value of our liability derivatives are recorded within other current liabilities. The decrease in derivatives recorded as assets or liabilities as of December 31, 2012 was primarily related to the divestiture of Kraft Foods Group and Spin-Off financing plans.

The fair value (asset / (liability)) of our derivative instruments at December 31, 2012 were determined using:

	Total Fair Value of Net Asset / (Liability)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		(in millions)		
Foreign exchange contracts	$ (21)	$ –	$ (21)	$ –
Commodity contracts	(28)	(53)	25	–
Interest rate contracts	48	–	48	–
Total derivatives	$ (1)	$ (53)	$ 52	$ –

The fair value (asset / (liability)) of our derivative instruments at December 31, 2011 were determined using:

	Total Fair Value of Net Asset / (Liability)	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(in millions)			
Foreign exchange contracts	$ 79	$ –	$ 79	$ –
Commodity contracts	7	(41)	48	–
Interest rate contracts	(482)	–	(482)	–
Total derivatives	$ (396)	$ (41)	$ (355)	$ –

Level 2 financial assets and liabilities consist of commodity forwards and options, foreign exchange forwards and options, currency swaps and interest rate swaps. Commodity derivatives are valued using an income approach based on the observable market commodity index prices less the contract rate multiplied by the notional amount or based on pricing models which rely on market observable inputs such as commodity prices. Foreign currency contracts are valued using an income approach based on observable market forward rates less the contract rate multiplied by the notional amount. Our calculation of the fair value of interest rate swaps is derived from a discounted cash flow analysis based on the terms of the contract and the observable market interest rate curve. Our calculation of the fair value of financial instruments takes into consideration the risk of nonperformance, including counterparty credit risk.

Derivative Volume:
The net notional values of our derivative instruments as of December 31, 2012 and 2011 were:

	2012	2011
	(in millions)	
Foreign exchange contracts:		
Intercompany loans and forecasted interest payments	$ 3,743	$ 1,982
Forecasted transactions	1,663	1,181
Commodity contracts	620	1,287
Interest rate contracts	2,259	4,872
Net investment hedge – euro notes	1,121	3,694
Net investment hedge – pound sterling notes	1,057	1,010

Cash Flow Hedges:
Cash flow hedge activity, net of taxes, within accumulated other comprehensive earnings / (losses) included:

	2012	2011	2010
		(in millions)	
Accumulated gain / (loss) at January 1	$ (297)	$ 79	$ 101
Transfer of realized (gains) / losses in fair value to earnings	312	118	(25)
Unrealized gain / (loss) in fair value	(75)	(444)	(32)
Discontinued operations	(134)	(50)	35
Impact of Spin-Off	156	–	–
Accumulated gain / (loss) at December 31	$ (38)	$ (297)	$ 79

After-tax gains / (losses) reclassified from accumulated other comprehensive earnings / (losses) into net earnings from continuing operations were:

	2012	2011	2010
		(in millions)	
Foreign exchange contracts – intercompany loans	$ –	$ 2	$ 10
Foreign exchange contracts – forecasted transactions	58	(38)	5
Commodity contracts	(10)	19	11
Interest rate contracts	(360)	(101)	(1)
Total	$ (312)	$ (118)	$ 25

After-tax gains / (losses) recognized in other comprehensive earnings / (losses) from continuing operations were:

	2012	2011	2010
		(in millions)	
Foreign exchange contracts – intercompany loans	$ –	$ 1	$ 2
Foreign exchange contracts – forecasted transactions	(16)	12	19
Commodity contracts	(24)	(22)	37
Interest rate contracts	(35)	(435)	(90)
Total	$ (75)	$ (444)	$ (32)

Pre-tax gains / (losses) on ineffectiveness recognized in net earnings from continuing operations were:

	2012	2011	2010
		(in millions)	
Commodity contracts	$ (3)	$ (4)	$ –
Interest rate contracts	(23)	(2)	–
Total	$ (26)	$ (6)	$ –

Pre-tax gains / (losses) on amounts excluded from effectiveness testing recognized in net earnings from continuing operations were:

	2012	2011	2010
		(in millions)	
Commodity contracts	$ –	$ (17)	$ –
Interest rate contracts	(556)	(156)	–
Total	$ (556)	$ (173)	$ –

In 2012, we recognized a loss of $556 million in interest and other expenses, net related to certain forward-starting interest rate swaps for which the planned timing of the related forecasted debt was changed in connection with our Spin-Off plans and related debt capitalization plans. In 2011, we recognized a loss of $157 million related to several interest rate swaps that settled in November 2011. We recognized the loss in earnings as the timing of the related forecasted debt changed.

We record pre-tax (i) gains or losses reclassified from accumulated other comprehensive earnings / (losses) into earnings, (ii) gains or losses on ineffectiveness, and (iii) gains or losses on amounts excluded from effectiveness testing in:

- cost of sales for commodity contracts;
- cost of sales for foreign exchange contracts related to forecasted transactions; and
- interest and other expense, net for interest rate contracts and foreign exchange contracts related to intercompany loans.

We expect to transfer unrealized losses of $28 million (net of taxes) for commodity cash flow hedges, unrealized losses of $9 million (net of taxes) for foreign currency cash flow hedges and unrealized losses of $1 million (net of taxes) for interest rate cash flow hedges to earnings during the next 12 months.

As of December 31, 2012, we hedged transactions forecasted to impact cash flows over the following periods:

- commodity transactions for periods not exceeding the next 12 months;
- interest rate transactions for periods not exceeding the next 34 years and 2 months; and
- foreign currency transactions for periods not exceeding the next 11 months.

Fair Value Hedges:
Pre-tax gains / (losses) from continuing operations due to changes in fair value of our interest rate swaps and related hedged long-term debt were recorded in interest and other expense, net:

	2012	2011	2010
		(in millions)	
Derivatives	$ (2)	$ (6)	$ 1
Borrowings	2	6	(1)

Economic Hedges:
Pre-tax gains / (losses) recorded in net earnings from continuing operations for economic hedges which are not designated as hedging instruments were:

	2012	2011 (in millions)	2010	Location of Gain / (Loss) Recognized in Earnings
Foreign exchange contracts:				
Intercompany loans and forecasted interest payments	$ 24	$ 34	$ 28	Interest expense
Forecasted transactions	7	4	(11)	Cost of sales
Forecasted transactions	(17)	3	(17)	Interest expense
Cadbury acquisition related (1)	–	–	(395)	Interest expense
Interest rate contracts	3	(3)	4	Interest expense
Commodity contracts	100	135	90	Cost of sales
Total	$ 117	$ 173	$ (301)	

(1) The 2010 Cadbury acquisition related hedging losses were economically offset by $240 million of foreign exchange net gains on cash denominated in pound sterling, the Cadbury Bridge Facility and payable balances associated with the acquisition.

Hedges of Net Investments in Foreign Operations:
After-tax gains / (losses) from continuing operations related to hedges of net investments in foreign operations in the form of euro and pound sterling-denominated debt were:

	2012	2011 (in millions)	2010	Location of Gain /(Loss) Recognized in AOCI
Euro notes	$ (41)	$ 77	$ 170	Currency Translation
Pound sterling notes	(29)	3	7	Adjustment

Note 10. Benefit Plans

Prior to the Spin-Off, certain active and retired employees of Kraft Foods Group and certain of our retired employees participated in our North American benefit plans. Following the Spin-Off, their benefits will be provided directly by Kraft Foods Group. The related plan obligations and plan assets (to the extent that the benefit plans were previously funded) were transferred to Kraft Foods Group on October 1, 2012, and we established new plans. The transfer of these benefits to Kraft Foods Group reduced our benefit plan liabilities by $12,218 million, pension assets by $6,550 million, deferred tax assets of $2,146 million, and accumulated other comprehensive losses by $3,810 million.

Pension Plans

On October 1, 2012, in connection with the Spin-Off, we reduced our benefit obligation by $8,594 million, fair value of pension assets by $6,550 million, long-term deferred tax assets by $727 million, and accumulated other comprehensive losses by $2,917 million.

Obligations and Funded Status:
The projected benefit obligations, plan assets and funded status of our pension plans at December 31, 2012 and 2011 were:

	U.S. Plans		Non-U.S. Plans	
	2012	2011	2012	2011
	(in millions)			
Benefit obligation at January 1	$ 7,472	$ 6,703	$ 9,581	$ 8,895
Service cost	142	146	172	170
Interest cost	275	364	425	458
Benefits paid	(241)	(304)	(459)	(470)
Settlements paid	(211)	(187)	–	–
Curtailment gain	–	(3)	–	(1)
Actuarial losses	1,157	744	1,060	588
Spin-Off impact	(7,207)	–	(1,387)	–
Currency	–	–	350	(95)
Other	2	9	44	36
Benefit obligation at December 31	1,389	7,472	9,786	9,581
Fair value of plan assets at January 1	5,829	5,800	7,600	7,453
Actual return on plan assets	663	(18)	684	284
Contributions	349	538	353	387
Benefits paid	(241)	(304)	(459)	(470)
Settlements paid	(211)	(187)	–	–
Spin-Off impact	(5,486)	–	(1,064)	–
Currency	–	–	267	(54)
Other	–	–	–	–
Fair value of plan assets at December 31	903	5,829	7,381	7,600
Net pension liability recognized at December 31	$ (486)	$ (1,643)	$ (2,405)	$ (1,981)

The accumulated benefit obligation, which represents benefits earned to the measurement date, was $1,218 million at December 31, 2012 and $6,971 million at December 31, 2011 for the U.S. pension plans. The accumulated benefit obligation for the non-U.S. pension plans was $9,453 million at December 31, 2012 and $9,207 million at December 31, 2011.

The combined U.S. and non-U.S. pension plans resulted in a net pension liability of $2,891 million at December 31, 2012 and $3,624 million at December 31, 2011. We recognized these amounts in our consolidated balance sheets at December 31, 2012 and 2011 as follows:

	2012	2011
	(in millions)	
Prepaid pension assets	$ 18	$ 31
Other accrued liabilities	(24)	(58)
Accrued pension costs	(2,885)	(3,597)
	$ (2,891)	$ (3,624)

Certain of our U.S. and non-U.S. plans are underfunded and have accumulated benefit obligations in excess of plan assets. For these plans, the projected benefit obligations, accumulated benefit obligations and the fair value of plan assets at December 31, 2012 and 2011 were:

	U.S. Plans		Non-U.S. Plans	
	2012	2011	2012	2011
	(in millions)			
Projected benefit obligation	$ 1,389	$ 7,472	$ 9,539	$ 9,314
Accumulated benefit obligation	1,218	6,971	9,230	8,962
Fair value of plan assets	903	5,829	7,119	7,313

We used the following weighted-average assumptions to determine our benefit obligations under the pension plans at December 31:

	U.S. Plans		Non-U.S. Plans	
	2012	2011	2012	2011
Discount rate	4.20%	4.85%	3.81%	4.62%
Expected rate of return on plan assets	7.75%	8.00%	6.08%	6.47%
Rate of compensation increase	4.00%	4.00%	3.47%	3.58%

Year-end discount rates for our U.S. and Canadian plans were developed from a model portfolio of high quality, fixed-income debt instruments with durations that match the expected future cash flows of the benefit obligations. Year-end discount rates for our non-U.S. plans (other than Canadian plans) were developed from local bond indices that match local benefit obligations as closely as possible. Changes in our discount rates were primarily the result of changes in bond yields year-over-year. We determine our expected rate of return on plan assets from the plan assets' historical long-term investment performance, current asset allocation and estimates of future long-term returns by asset class.

Components of Net Pension Cost:
Net pension cost consisted of the following for the years ended December 31, 2012, 2011, and 2010:

	U.S. Plans			Non-U.S. Plans		
	2012	2011	2010	2012	2011	2010
	(in millions)					
Service cost	$ 142	$ 146	$ 145	$ 172	$ 170	$ 162
Interest cost	275	364	368	425	458	419
Expected return on plan assets	(358)	(496)	(490)	(494)	(536)	(467)
Amortization:						
Net loss from experience differences	253	225	170	121	101	77
Prior service cost	6	7	6	3	2	7
Other expenses	113	105	123	22	14	11
Net pension costs related to discontinued operations	(263)	(233)	(230)	(29)	(29)	(21)
Net pension cost included in continuing operations	$ 168	$ 118	$ 92	$ 220	$ 180	$ 188

The following costs are included within other expenses above. Employees who elected lump-sum payments in connection with our 2012-2014 Restructuring Program and cost saving initiatives and retired employees who elected lump-sum payments resulted in settlement losses for our U.S. plans of $113 million in 2012, $105 million in 2011 and $118 million in 2010. Non-U.S. plant closures and early retirement benefits resulted in curtailment and settlement losses of $9 million in 2012, $8 million in 2011 and $11 million in 2010. In addition, in 2012 we incurred $13 million in special termination benefit costs in the non-U.S. plans and in 2011 we incurred $6 million in special termination benefit costs in the non-U.S. plans related to the Cadbury integration.

For the U.S. plans, we determine the expected return on plan assets component of net periodic benefit cost using a calculated market return value that recognizes the cost over a four year period. For our non-U.S. plans, we utilize a similar approach with varying cost recognition periods for some plans, and with others, we determine the expected return on plan assets based on asset fair values as of the measurement date.

As of December 31, 2012, for the combined U.S. and non-U.S. pension plans, we expected to amortize from accumulated other comprehensive earnings / (losses) into net periodic pension cost during 2013:

- an estimated $191 million of net loss from experience differences; and
- an estimated $4 million of prior service cost.

We used the following weighted-average assumptions to determine our net pension cost for the years ended December 31:

	U.S. Plans			Non-U.S. Plans		
	2012	2011	2010	2012	2011	2010
Discount rate	4.56%	5.53%	5.85%	4.62%	5.11%	5.21%
Expected rate of return on plan assets	8.00%	7.95%	7.99%	6.47%	6.77%	6.68%
Rate of compensation increase	4.00%	4.00%	3.98%	3.58%	3.68%	3.59%

Plan Assets:
The fair value of pension plan assets at December 31, 2012 was determined using the following fair value measurements:

Asset Category	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(in millions)			
Cash	$ 210	$ 210	$ –	$ –
U.S. equity securities	186	185	1	–
Non-U.S. equity securities	932	932	–	–
Pooled funds-equity securities	1,673	590	1,083	–
Total cash and equity securities	3,001	1,917	1,084	–
Government bonds	1,440	209	1,231	–
Pooled funds-fixed-income securities	963	285	668	10
Corporate bonds and other fixed-income securities	1,969	210	965	794
Total fixed-income securities	4,372	704	2,864	804
Real estate	342	97	6	239
Other	490	–	17	473
Total	$ 8,205	$ 2,718	$ 3,971	$ 1,516

The fair value of pension plan assets at December 31, 2011 was determined using the following fair value measurements:

Asset Category	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(in millions)			
Cash	$ 119	$ 119	$ –	$ –
U.S. equity securities	272	266	6	–
Non-U.S. equity securities	1,666	1,664	2	–
Pooled funds-equity securities	4,755	485	4,270	–
Total cash and equity securities	6,812	2,534	4,278	–
Government bonds	1,170	571	599	–
Pooled funds-fixed-income securities	1,515	230	1,278	7
Corporate bonds and other fixed-income securities	3,019	100	2,161	758
Total fixed-income securities	5,704	901	4,038	765
Real estate	351	91	5	255
Other	410	–	19	391
Total	$ 13,277	$ 3,526	$ 8,340	$ 1,411

We excluded plan assets of $79 million at December 31, 2012 and $152 million at December 31, 2011 from the above tables related to certain insurance contracts as they are reported at contract value, in accordance with authoritative guidance.

Fair value measurements:

- Level 1 – includes primarily U.S and non-U.S. equity securities and government bonds valued using quoted prices in active markets.
- Level 2 – includes primarily pooled funds, including assets in real estate pooled funds, valued using net asset values of participation units held in common collective trusts, as reported by the managers of the trusts and as supported by the unit prices of actual purchase and sale transactions. Level 2 plan assets also include corporate bonds and other fixed-income securities, valued using independent observable market inputs, such as matrix pricing, yield curves and indices.
- Level 3 – includes investments valued using unobservable inputs that reflect the plans' assumptions that market participants would use in pricing the assets, based on the best information available.
    - Fair value estimates for pooled funds are calculated by the investment advisor when reliable quotations or pricing services are not readily available for certain underlying securities. The estimated value is based on either cost, or last sale price for most of the securities valued in this fashion.
    - Fair value estimates for limited partnership and private equity investments are calculated by the general partners using the market approach to estimate the fair value of private investments. The market approach utilizes prices and other relevant information generated by market transactions, type of security, degree of liquidity, restrictions on the disposition, latest round of financing data, company financial statements, relevant valuation multiples and discounted cash flow analyses.
    - Fair value estimates for real estate investments are calculated by the investment managers using the present value of future cash flows expected to be received from the investments, based on valuation methodologies such as appraisals, local market conditions, and current and projected operating performance.
    - Fair value estimates for investments in hedge fund-of-funds are calculated by the investment managers using the net asset value per share of the investment as reported by the money managers of the underlying funds.
    - Fair value estimates for insurance contracts are calculated based on the future stream of benefit payments discounted using prevailing interest rates based on the valuation date.

Changes in our Level 3 assets, which are recorded in other comprehensive earnings / (losses), for the year ended December 31, 2012 included:

Asset Category	January 1, 2012 Balance	Net Realized and Unrealized Gains/ (Losses)	Net Purchases, Issuances and Settlements	Net Transfers Into/(Out of) Level 3	Currency Impact	December 31, 2012 Balance
			(in millions)			
Pooled funds- fixed-income securities	$ 7	$ –	$ –	$ 3	$ –	$ 10
Corporate bond and other fixed-income securities	758	61	(52)	(3)	30	794
Real Estate	255	9	149	(181)	7	239
Other	391	76	(10)	(1)	17	473
Total Level 3 investments	$ 1,411	$ 146	$ 87	$ (182)	$ 54	$ 1,516

The increases in Level 3 pension plan investments during 2012 were due to the net realized gains recorded on the investments, partially offset by net transfers out, primarily related to assets divested with the Spin-Off of Kraft Foods Group.

Changes in our Level 3 plan assets, which are recorded in other comprehensive earnings / (losses), for the year ended December 31, 2011 included:

Asset Category	January 1, 2011 Balance	Net Realized and Unrealized Gains/ (Losses)	Net Purchases, Issuances and Settlements	Net Transfers Into/(Out of) Level 3	Currency Impact	December 31, 2011 Balance
			(in millions)			
Pooled funds- fixed-income securities	$ –	$ –	$ –	$ 8	$ (1)	$ 7
Corporate bond and other fixed-income securities	751	105	(95)	1	(4)	758
Real Estate	250	(15)	19	–	1	255
Other	376	10	7	–	(2)	391
Total Level 3 investments	$ 1,377	$ 100	$ (69)	$ 9	$ (6)	$ 1,411

The increases in Level 3 pension plan investments during 2011 were primarily due to net realized and unrealized gains, partially offset by net purchases, issuances and settlements.

The percentage of fair value of pension plan assets at December 31, 2012 and 2011 was:

Asset Category	U.S. Plans 2012	U.S. Plans 2011	Non-U.S. Plans 2012	Non-U.S. Plans 2011
Equity securities	57%	66%	31%	38%
Fixed-income securities	40%	33%	49%	51%
Real estate	3%	1%	4%	4%
Other	–	–	16%	7%
Total	100%	100%	100%	100%

Our investment strategy is based on our expectation that equity securities will outperform fixed-income securities over the long term. We attempt to maintain our target asset allocation by rebalancing between asset classes as we make contributions and monthly benefit payments. Due to the nature and timing of our expected pension liabilities, approximately 60% of our U.S. plan assets are in equity securities and approximately 40% are in fixed-income securities. The strategy uses indexed U.S. equity securities, actively managed and indexed international equity securities and actively managed U.S. investment grade fixed-income securities (which constitute 95% or more of fixed-income securities) with lesser allocations to high yield fixed-income securities.

For the plans outside the U.S., the investment strategy is subject to local regulations and the asset / liability profiles of the plans in each individual country. These specific circumstances result in a level of equity exposure that is typically less than the U.S. plans. In aggregate, the asset allocation targets of our non-U.S. plans are broadly characterized as a mix of approximately 40% equity securities, approximately 50% fixed-income securities and approximately 10% real estate / other. The other asset balance of our non-U.S. plans at December 31, 2012 primarily related to $262 million in hedge funds and $211 million in private equity investments.

Employer Contributions:
In 2012, we contributed $349 million to our U.S. pension plans (including $202 million related to Kraft Foods Group U.S. pension plans) and $329 million to our non-U.S. pension plans (including $42 million related to Kraft Foods Group non-U.S. pension plans). In addition, employees contributed $24 million to our non-U.S. plans. Of our 2012 pension contributions, $315 million was voluntary (including $185 million related to Kraft Foods Group pension plans). We make contributions to our U.S. and non-U.S. pension plans, primarily, to the extent that they are tax deductible and do not generate an excise tax liability.

In 2013, we estimate that our pension contributions will be $8 million to our U.S. plans and $309 million to our non-U.S. plans based on current tax laws. We are currently only required to make a nominal cash contribution to our U.S. qualified pension plans under the Pension Protection Act of 2006. Of the total 2013 pension contributions, none is expected to be voluntary. Our actual contributions may be different due to many factors, including changes in tax and other benefit laws; significant differences between expected and actual pension asset performance or interest rates; or other factors.

Future Benefit Payments:
The estimated future benefit payments from our pension plans at December 31, 2012 were (in millions):

	2013	2014	2015	2016	2017	2018-2022
U.S. Plans	$ 62	$ 66	$ 68	$ 80	$ 92	$ 578
Non-U.S. Plans	396	402	412	419	434	2,313

Multiemployer Pension Plans:
We made contributions to multiemployer pension plans of $30 million in 2012, $32 million in 2011 and $30 million in 2010. These plans provide pension benefits to retirees under certain collective bargaining agreements. The following is the only individually significant multiemployer plan we participate in as of December 31, 2012:

Pension Fund	EIN / Pension Plan Number	Pension Protection Act Zone Status	FIP / RP Status Pending / Implemented	Surcharge Imposed	Expiration Date of Collective-Bargaining Agreement
Bakery and Confectionery Union and Industry International Pension Fund	526118572	Red	Implemented	Yes	2/29/2016

Our contributions exceeded 5% of total contributions to the Bakery and Confectionery Union and Industry International Pension Fund ("Fund") for fiscal years 2012, 2011 and 2010. Our contributions to the Fund were $25 million in 2012, $24 million in 2011 and $24 million in 2010. We expect contributions to the Fund to be approximately $27 million for each of the next five years. On January 11, 2012, Hostess Brands, a significant contributor to the Fund, announced that it had filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code and on November 21, 2012, Hostess received court approval to dissolve the company. The full effect of Hostess' bankruptcy reorganization on the Fund is not known. Once the bankruptcy proceedings are concluded, our costs or withdrawal liability to the Fund might increase. The Fund's actuarial valuation has been completed and the zone status changed to "Red" for 2012. As a result of this certification, we are being charged a 10% surcharge on our contribution rates. Our expected future contributions include the surcharge. The Fund adopted a rehabilitation plan on November 7, 2012 that requires contribution increases and reduction to benefit provisions.

Our contributions to other multiemployer pension plans that were not individually significant were $5 million in 2012, $8 million in 2011 and $6 million in 2010. These contributions include contributions related to Kraft Foods Group employees who participated in our multiemployer pension plans through October 1, 2012 of $2 million in 2012, $5 million 2011 and $3 million in 2010.

Other Costs:
We sponsor and contribute to employee savings plans. These plans cover eligible salaried, non-union and union employees. Our contributions and costs are determined by the matching of employee contributions, as defined by the plans. Amounts charged to expense in continuing operations for defined contribution plans totaled $74 million in 2012, $62 million in 2011 and $56 million in 2010.

Postretirement Benefit Plans

On October 1, 2012, in connection with the divestiture of Kraft Foods Group, we reduced our benefit obligation by $3,561 million, long-term deferred tax assets by $1,382 million and accumulated other comprehensive losses by $877 million.

Obligations:
Our postretirement health care plans are not funded. The changes in and the amount of the accrued benefit obligation at December 31, 2012 and 2011 were:

	2012	2011
	(in millions)	
Accrued benefit obligation at January 1	$ 3,453	$ 3,263
Service cost	35	36
Interest cost	121	165
Benefits paid	(142)	(221)
Plan amendments	(51)	(5)
Currency	8	(3)
Assumption changes	519	254
Actuarial (gains) / losses	47	(36)
Impact of Spin-Off	(3,561)	–
Other	29	–
Accrued benefit obligation at December 31	$ 458	$ 3,453

The current portion of our accrued postretirement benefit obligation of $8 million at December 31, 2012 and $215 million at December 31, 2011 was included in other accrued liabilities.

We used the following weighted-average assumptions to determine our postretirement benefit obligations at December 31:

	U.S. Plans		Non-U.S. Plans	
	2012	2011	2012	2011
Discount rate	4.20%	4.70%	4.08%	4.29%
Health care cost trend rate assumed for next year	7.50%	7.00%	7.68%	7.42%
Ultimate trend rate	5.00%	5.00%	5.58%	5.53%
Year that the rate reaches the ultimate trend rate	2018	2016	2018	2016

Year-end discount rates for our U.S. and Canadian plans were developed from a model portfolio of high quality, fixed-income debt instruments with durations that match the expected future cash flows of the benefit obligations. Year-end discount rates for our non-U.S. plans (other than Canadian plans) were developed from local bond indices that match local benefit obligations as closely as possible. Changes in our discount rates were primarily the result of changes in bond yields year-over-year. Our expected health care cost trend rate is based on historical costs.

Assumed health care cost trend rates have a significant impact on the amounts reported for the health care plans. A one-percentage-point change in assumed health care cost trend rates would have the following effects as of December 31, 2012:

	One-Percentage-Point	
	Increase	Decrease
Effect on total of service and interest cost	13.8%	(11.2%)
Effect on postretirement benefit obligation	16.8%	(13.4%)

Components of Net Postretirement Health Care Costs:
Net postretirement health care costs consisted of the following for the years ended December 31, 2012, 2011 and 2010:

	2012	2011	2010
		(in millions)	
Service cost	$ 35	$ 36	$ 39
Interest cost	121	165	172
Amortization:			
Net loss from experience differences	65	60	55
Prior service credit	(31)	(32)	(32)
Other [1]	29	–	–
Net postretirement health care costs related to discontinued operations	(135)	(163)	(168)
Net postretirement health care costs included within continuing operations	$ 84	$ 66	$ 66

(1) In 2012, we recorded a $23 million unfunded U.S. postretirement plan obligation related to long-term disability benefits.

As of December 31, 2012, we expected to amortize from accumulated other comprehensive earnings / (losses) into pre-tax net postretirement health care costs during 2013:

- an estimated $12 million of net loss from experience differences; and
- an estimated $11 million of prior service credit.

We used the following weighted-average assumptions to determine our net postretirement cost for the years ended December 31:

	U.S. Plans			Non-U.S. Plans		
	2012	2011	2010	2012	2011	2010
Discount rate	4.47%	5.30%	5.70%	4.14%	5.02%	5.28%
Health care cost trend rate	7.00%	7.50%	7.00%	7.42%	8.83%	8.79%

Future Benefit Payments:
Our estimated future benefit payments for our postretirement health care plans at December 31, 2012 were:

	2013	2014	2015	2016	2017	2018-2022
U.S. Plans	$ 3	$ 5	$ 6	$ 8	$ 9	$ 73
Non-U.S. Plans	5	5	5	6	6	33

Other Costs:
We made contributions to multiemployer medical plans totaling $31 million in 2012, $36 million in 2011 and $35 million in 2010. The contributions include contributions related to Kraft Foods Group employees who participated in our multiemployer medical plans through October 1, 2012 of $13 million in 2012, $20 million in 2011 and $18 million in 2010. These plans provide medical benefits to active employees and retirees under certain collective bargaining agreements.

Postemployment Benefit Plans

On October 1, 2012, in connection with the divestiture of Kraft Foods Group, we reduced our benefit obligation by $63 million, long-term deferred tax assets by $37 million and accumulated other comprehensive losses by $16 million.

Obligations:
Our postemployment plans are primarily not funded. The changes in and the amount of the accrued benefit obligation at December 31, 2012 and 2011 were:

	2012	2011
	(in millions)	
Accrued benefit obligation at January 1	$ 166	$ 140
Service cost	12	11
Interest cost	8	9
Benefits paid	(44)	(40)
Assumption changes	7	4
Actuarial losses / (gains)	14	13
Impact of Spin-Off	(63)	–
Other	–	29
Accrued benefit obligation at December 31	$ 100	$ 166

In 2011, we recorded a Canadian postemployment plan, which was partially funded, with a net liability balance of approximately $29 million.

The accrued benefit obligation was determined using a weighted-average discount rate of 4.0% in 2012 and 5.2% in 2011, an assumed ultimate annual turnover rate of 0.5% in 2012 and 2011, assumed compensation cost increases of 4.0% in 2012 and 2011, and assumed benefits as defined in the respective plans.

Postemployment costs arising from actions that offer employees benefits in excess of those specified in the respective plans are charged to expense when incurred.

Components of Net Postemployment Costs:
Net postemployment costs consisted of the following for the years ended December 31, 2012, 2011 and 2010:

	2012	2011	2010
		(in millions)	
Service cost	$ 12	$ 11	$ 9
Interest cost	8	9	10
Amortization of net (gains) / losses	(3)	(2)	(2)
Other	3	33	—
Net postemployment costs related to discontinued operations	(5)	(2)	(4)
Net postemployment costs included in continuing operations	$ 15	$ 49	$ 13

Other postemployment costs in 2011 primarily relate to the establishment of the partially funded Canadian postemployment plan.

As of December 31, 2012, the estimated net gain for the postemployment benefit plans that we expected to amortize from accumulated other comprehensive earnings / (losses) into net postemployment costs during 2013 was insignificant.

Note 11. Stock Plans

We align our annual and long-term incentive compensation programs with shareholder returns. Under our Amended and Restated 2005 Performance Incentive Plan (the “2005 Plan”), we may grant to eligible employees awards of stock options, stock appreciation rights, restricted stock, restricted and deferred stock units, and other awards based on our Common Stock, as well as performance-based annual and long-term incentive awards. We are authorized to issue a maximum of 168.0 million shares of our Common Stock under the 2005 Plan. In addition, under our Amended and Restated 2006 Stock Compensation Plan for Non-Employee Directors (the “2006 Directors Plan”), we may grant up to 1.0 million shares of our Common Stock to members of the Board of Directors who are not our full-time employees. At December 31, 2012, there were 41.3 million shares available to be granted under the 2005 Plan and 0.7 million shares available to be granted under the 2006 Directors Plan.

In connection with the Spin-Off and divestiture of Kraft Foods Group, under the provisions of our existing plans, employee stock option and restricted and deferred stock awards were adjusted to preserve the fair value of the awards immediately before and after the Spin-Off. As such, we did not record any incremental compensation expense related to the conversion of the awards. The restricted and deferred stock continues to vest over the original vesting period, which is generally three years from the grant date.

The stock awards held as of October 1, 2012 were modified as follows:

- *Stock options* : Holders of Kraft Foods Inc. stock option awards received stock options to purchase the same number of shares of our Common Stock at an adjusted exercise price and one new Kraft Foods Group stock option for every three of our stock options held to preserve the fair value of the overall awards granted.
- *Restricted and deferred stock* : Holders of Kraft Foods Inc. restricted and deferred stock awards received one share of Kraft Foods Group restricted or deferred shares for every three of our restricted or deferred shares they held as of the Record Date.
- *Long-term incentive plan* : Kraft Foods Inc. awards held by Kraft Foods Group employees were converted to Kraft Foods Group awards. Awards held by our employees were retained with the underlying performance conditions consistent with our original performance targets and only adjusted to reflect our standalone business.

The net cash settlement for the awards Kraft Foods Group and our employees received was determined as follows:

- *Stock options* : To the extent that our employees received Kraft Foods Group stock options, we plan to reimburse Kraft Foods Group in cash for the fair value of the stock options received. To the extent that Kraft Foods Group employees held our stock options, Kraft Foods Group plans to reimburse us in cash for the fair value of the stock options.
- *Restricted and deferred stock* : To the extent that our employees received Kraft Foods Group restricted and deferred stock, we plan to reimburse Kraft Foods Group for the fair value of the shares received less the value of projected forfeitures. To the extent that Kraft Foods Group employees held restricted and deferred stock, Kraft Foods Group plans to reimburse us in cash for the fair value of the restricted and deferred stock less the value of projected forfeitures.

The cash settlements resulted in our recording a receivable of $55 million due from Kraft Foods Group as of December 31, 2012. Payment is subject to the completion of final reviews and other administrative procedures.

Stock Options:
Stock options are granted at an exercise price equal to the market value of the underlying stock on the grant date, generally become exercisable in three annual installments beginning on the first anniversary of the grant date and have a maximum term of ten years.

We account for our employee stock options under the fair value method of accounting using a modified Black-Scholes methodology to measure stock option expense at the date of grant. The fair value of the stock options at the date of grant is amortized to expense over the vesting period. We recorded compensation expense related to stock options held by our employees of $39 million in 2012, $35 million in 2011 and $33 million in 2010 in our results from continuing operations. The deferred tax benefit recorded related to this compensation expense was $11 million in 2012, $10 million in 2011 and $10 million in 2010. The unamortized compensation expense related to our employee stock options was $43 million at December 31, 2012 and is expected to be recognized over a weighted-average period of 2 years.

Our weighted-average Black-Scholes fair value assumptions were:

	Risk-Free Interest Rate	Expected Life	Expected Volatility	Expected Dividend Yield	Fair Value at Grant Date
2012	1.16%	6 years	20.13%	3.08%	$ 4.78
2011	2.34%	6 years	18.92%	3.72%	$ 3.84
2010	2.82%	6 years	19.86%	4.14%	$ 3.69

The risk-free interest rate represents the constant maturity U.S. government treasuries rate with a remaining term equal to the expected life of the options. The expected life is the period over which our employees are expected to hold their options. Volatility reflects historical movements in our stock price for a period commensurate with the expected life of the options. The 2012 Dividend yield reflects the dividend yield in place at the time of the historical grants and will reflect a lower dividend yield for Mondelēz International for grants made following the Spin-Off of Kraft Foods Group.

Stock option activity for the year ended December 31, 2012 is reflected below. As a result of the Spin-Off, there was no impact on the number of common shares underlying our stock options. For stock options granted prior to the Spin-Off, the weighted-average exercise prices in the table below reflect the historical exercise prices. An adjustment was made as of October 1, 2012 to convert the exercise prices on the exercisable stock options outstanding due to the Spin-Off.

	Shares Subject to Option	Weighted-Average Exercise Price	Average Remaining Contractual Term	Aggregate Intrinsic Value
Balance at January 1, 2012	49,598,867	$ 28.87		
Options granted	13,512,839	37.97		
Options exercised	(8,168,062)	26.39		
Options cancelled	(2,440,601)	30.20		
Adjustment due to the Spin-Off (1)	249,996	19.59		
Balance at December 31, 2012	52,753,039	20.45	7 years	$264 million
Exercisable at December 31, 2012	25,239,082	18.32	6 years	$180 million

(1) Due to restrictions stemming from local laws, taxes or other regulatory matters, certain employees who previously held stock options may no longer hold stock options from Kraft Foods Group. As such, their stock option awards were converted into an equivalent amount of additional Mondelēz International stock options in order to preserve the fair value of the overall stock option awards granted.

In February 2012, as part of our annual equity program, we granted 12.8 million stock options to eligible employees at an exercise price of $38.00 on the grant date. During 2012, we issued 0.7 million of additional stock options with a weighted-average exercise price of $37.60 per share. In the aggregate, we granted 13.5 million stock options during 2012 at a weighted-average exercise price of $37.97.

In February 2011, as part of our annual equity program, we granted 15.8 million stock options to eligible employees at an exercise price of $31.83 on the grant date. During 2011, we issued 0.5 million of additional stock options with a weighted-average exercise price of $31.22 per share. In the aggregate, we granted 16.3 million stock options during 2011 at a weighted-average exercise price of $31.81.

In February 2010, as part of our annual equity program, we granted 15.0 million stock options to eligible employees at an exercise price of $29.15 on the grant date. During 2010, we issued 3.1 million additional stock options with a weighted-average exercise price of $29.73 per share. In the aggregate, we granted 18.1 million stock options during 2010 at a weighted-average exercise price of $29.24, including options issued to Cadbury employees under our annual equity program.

The total intrinsic value of options exercised was $93 million in 2012, $98 million in 2011 and $92 million in 2010. Cash received from options exercised was $205 million in 2012, $486 million in 2011 and $134 million in 2010. The actual tax benefit realized for the tax deductions from the option exercises totaled $21 million in 2012, $40 million in 2011 and $60 million in 2010.

Restricted and Deferred Stock:
We may grant shares of restricted or deferred stock to eligible employees, giving them, in most instances, all of the rights of shareholders, except that they may not sell, assign, pledge or otherwise encumber the shares. Shares of restricted and deferred stock are subject to forfeiture if certain employment conditions are not met. Restricted and deferred shares generally vest on the third anniversary of the grant date.

Shares granted in connection with our long-term incentive plan vest based on varying performance, market and service conditions. The unvested shares have no voting rights and do not pay dividends.

The fair value of the restricted and deferred shares at the date of grant is amortized to earnings over the restriction period. We recorded compensation expense related to restricted and deferred stock of $90 million in 2012, $95 million in 2011 and $93 million in 2010 in our results from continuing operations. The deferred tax benefit recorded related to this compensation expense was $27 million in 2012, $28 million in 2011 and $28 million in 2010. The unamortized compensation expense related to our restricted and deferred stock was $115 million at December 31, 2012 and is expected to be recognized over a weighted-average period of 2 years.

Our restricted and deferred stock activity for the year ended December 31, 2012 is reflected below. As a result of the Spin-Off, there was no impact on the number of shares granted. The grant price information for restricted and deferred stock awarded prior to the Record Date reflects historical market prices which were not adjusted to reflect the Spin-Off.

	Number of Shares	Weighted-Average Grant Date Fair Value Per Share
Balance at January 1, 2012	13,617,173	$ 28.43
Granted	4,962,551	35.25
Vested	(5,007,098)	24.80
Forfeited	(1,275,617)	29.22
Adjustment due to the Spin-Off (1)	518,902	19.72
Balance at December 31, 2012	12,815,911	21.55

(1) Due to restrictions stemming from local laws, taxes or other regulatory matters, certain employees who previously held restricted or deferred shares may no longer hold the stock awards from Kraft Foods Group. As such, their stock awards were converted into an equivalent amount of additional Mondelēz International stock awards in order to preserve the fair value of the overall stock award that was granted.

In January 2012, we granted 1.3 million shares of stock in connection with our long-term incentive plan, and the market value per share was $37.63 on the date of grant. In February 2012, as part of our annual equity program, we issued 2.2 million shares of restricted and deferred stock to eligible employees, and the market value per restricted or deferred share was $38.00 on the date of grant. During 2012, we issued 1.5 million of additional restricted and deferred shares with a weighted-average market value per share of $29.18, primarily in connection with our 2009 long-term incentive plan performance based awards and a special equity award for our CEO. In aggregate, we issued 5.0 million restricted and deferred shares during 2012, including those issued as part of our long-term incentive plan, with a weighted-average market value per share of $35.25.

In January 2011, we granted 1.5 million shares of stock in connection with our long-term incentive plan, and the market value per share was $31.62 on the date of grant. In February 2011, as part of our annual equity program, we issued 2.6 million shares of restricted and deferred stock to eligible employees, and the market value per restricted or deferred share was $31.83 on the date of grant. During 2011, we issued 1.0 million of additional restricted and deferred shares with a weighted-average market value per share of $33.02. In aggregate, we issued 5.1 million restricted and deferred shares during 2011, including those issued as part of our long-term incentive plan, with a weighted-average market value per share of $31.97.

In January 2010, we granted 1.7 million shares of stock in connection with our long-term incentive plan, and the market value per share was $27.33 on the date of grant. In February 2010, as part of our annual equity program, we issued 2.5 million shares of restricted and deferred stock to eligible employees, and the market value per restricted or deferred share was $29.15 on the date of grant. During 2010, we issued 1.6 million of additional restricted and deferred shares with a weighted-average market value per share of $29.40, including shares issued to Cadbury employees under our annual equity program. In aggregate, we issued 5.8 million restricted and deferred shares during 2010, including those issued as part of our long-term incentive plan, with a weighted-average market value per share of $28.82.

The weighted-average grant date fair value of restricted and deferred stock granted was $175 million, or $35.25 per restricted or deferred share, in 2012; $162 million, or $31.97 per restricted or deferred share, in 2011; $167 million, or $28.82 per restricted or deferred share, in 2010. The vesting date fair value of restricted and deferred stock was $189 million in 2012, $135 million in 2011 and $117 million in 2010.

Note 12. Commitments and Contingencies

Legal Proceedings:
We routinely are involved in legal proceedings, claims, and governmental inspections or investigations (“Legal Matters”) arising in the ordinary course of our business.

Competition authorities in certain Member States of the European Union have ongoing investigations into possible anticompetitive activity in the fast moving consumer goods (“FMCG”) sector, which includes products such as chocolate and coffee. On January 31, 2012, the German Federal Cartel Office (“FCO”) issued a press release stating that it had discontinued proceedings against our wholly owned subsidiary, Kraft Foods Deutschland GmbH (“KFD”), based on a settlement agreed between KFD and the FCO following the FCO’s finding of an exchange of competitively sensitive information. The FCO also imposed fines against a former KFD employee, as well as several other producers of confectionery. Due to KFD’s cooperation with the FCO in the matter, the fine to resolve the matter against KFD was reduced to € 21.7 million.

A compliant and ethical corporate culture, which includes adhering to laws and industry regulations in all jurisdictions in which we do business, is integral to our success. Accordingly, after we acquired Cadbury in February 2010 we began reviewing and adjusting, as needed, Cadbury’s operations in light of U.S. and international standards as well as Kraft Foods’ policies and practices. We initially focused on such high priority areas as food safety, the Foreign Corrupt Practices Act (“FCPA”) and antitrust. Based upon Cadbury’s pre-acquisition policies and compliance programs and our post-acquisition reviews, our preliminary findings indicated that Cadbury’s overall state of compliance was sound. Nonetheless, through our reviews, we determined that in certain jurisdictions, including India, there appeared to be facts and circumstances warranting further investigation. We are continuing our investigations in certain jurisdictions, including in India, and we continue to cooperate with governmental authorities.

As we previously disclosed, on February 1, 2011, we received a subpoena from the SEC in connection with an investigation under the FCPA, primarily related to a facility in India that we acquired in the Cadbury acquisition. The subpoena primarily requests information regarding dealings with Indian governmental agencies and officials to obtain approvals related to the operation of that facility. We are cooperating with the U.S. and Indian governments in their investigations of these matters.

As we previously disclosed, on March 1, 2011, the Starbucks Coffee Company ("Starbucks") took control of the Starbucks packaged coffee business ("Starbucks CPG business") in grocery stores and other channels. Starbucks did so without our authorization and in what we contend is a violation and breach of our license and supply agreement with Starbucks related to the Starbucks CPG business. The dispute is in arbitration in Chicago, Illinois. We are seeking appropriate remedies, including payment of the fair market value of the supply and license agreement, plus the premium this agreement specifies, prejudgment interest under New York law and attorney's fees. Starbucks has counterclaimed for damages. Testimony and post-hearing briefing in the arbitration proceeding are completed. We await the arbitrator's decision. Kraft Foods Group remains the named party in the proceeding. Under the Separation and Distribution Agreement between Kraft Foods Group and us, Kraft Foods Group will direct any recovery awarded in the arbitration proceeding to us. We will reimburse Kraft Foods Group for any costs and expenses it incurs in connection with the arbitration.

While we cannot predict with certainty the results of these or any other Legal Matters in which we are currently involved, we do not expect that the ultimate costs to resolve any of these Legal Matters, individually or in the aggregate, will have a material effect on our financial results.

Third-Party Guarantees:
We enter into third-party guarantees primarily to cover the long-term obligations of our vendors. As part of these transactions, we guarantee that third parties will make contractual payments or achieve performance measures. At December 31, 2012, we had no material third-party guarantees recorded on our consolidated balance sheet.

As of December 31, 2012, we and three of our indirect wholly owned subsidiaries are joint and several guarantors of $1.0 billion of indebtedness issued by an unrelated third party, Cadbury Schweppes US Finance LLC, and maturing on October 1, 2013. Following the Spin-Off, one of the guarantors of this indebtedness became an indirect wholly owned subsidiary of Kraft Foods Group. We have agreed to indemnify Kraft Foods Group pursuant to a separation and distribution agreement, in the event its subsidiary is called upon to satisfy its obligation under the guarantee.

Leases:
Rental expenses recorded in continuing operations were $341 million in 2012, $283 million in 2011 and $330 million in 2010. As of December 31, 2012, minimum rental commitments under non-cancelable operating leases in effect at year-end were (in millions):

2013	2014	2015	2016	2017	Thereafter	Total
$ 330	$ 228	$ 178	$ 152	$ 125	$ 131	$ 1,144

Note 13. Capital Stock

On October 1, 2012, we spun off Kraft Foods Group which became an independent, publicly traded company. To effect the Spin-Off, our shareholders of record as of September 19, 2012 received one share of Kraft Foods Group for every three shares of Mondelēz International. The Spin-Off had no effect on the number of shares of Mondelēz International common stock in treasury or outstanding. As further described in Note 2, *Divestitures and Acquisitions* , book value per common share outstanding decreased as we distributed $4.4 billion of net assets related to the divestiture of Kraft Foods Group to our shareholders.

Our amended and restated articles of incorporation authorize 5.0 billion shares of Class A common stock and 500 million shares of preferred stock. There were no preferred shares issued and outstanding at December 31, 2012, 2011 and 2010. Shares of Class A common stock issued, in treasury and outstanding were:

	Shares Issued	Treasury Shares	Shares Outstanding
Balance at January 1, 2010	1,735,000,000	(257,115,097)	1,477,884,903
Shares issued	261,537,778	–	261,537,778
Exercise of stock options and issuance of other stock awards	–	8,643,868	8,643,868
Balance at December 31, 2010	1,996,537,778	(248,471,229)	1,748,066,549
Exercise of stock options and issuance of other stock awards	–	19,830,140	19,830,140
Balance at December 31, 2011	1,996,537,778	(228,641,089)	1,767,896,689
Exercise of stock options and issuance of other stock awards	–	10,099,153	10,099,153
Balance at December 31, 2012	1,996,537,778	(218,541,936)	1,777,995,842

In 2010, we issued 261.5 million shares of our Class A common stock as part of the Cadbury acquisition. The issued stock had a total fair value of $7,457 million based on the average of the high and low market prices on the dates of issuance. See Note 2, *Divestitures and Acquisitions* , for additional information.

Stock plan awards to employees and non-employee directors are issued from treasury shares. At December 31, 2012, 103.1 million shares of Class A common stock held in treasury were reserved for stock options and other stock awards. We have no specific policy to repurchase our common stock to mitigate the dilutive impact of options; however, we have historically made adequate discretionary purchases, based on cash availability, market trends and other factors, to satisfy stock option exercise activity.

Note 14. Income Taxes

Earnings / (losses) from continuing operations before income taxes and the provision for income taxes consisted of the following for the years ended December 31, 2012, 2011 and 2010:

	2012	2011	2010
		(in millions)	
Earnings / (losses) from continuing operations before income taxes:			
United States	$ (1,822)	$ (1,308)	$ (1,435)
Outside United States	3,596	3,188	2,161
Total	$ 1,774	$ 1,880	$ 726
Provision for income taxes:			
United States federal:			
Current	$ (421)	$ (404)	$ (853)
Deferred	(37)	10	410
	(458)	(394)	(443)
State and local:			
Current	(16)	(38)	(137)
Deferred	(20)	45	129
	(36)	7	(8)
Total United States	(494)	(387)	(451)
Outside United States:			
Current	893	1,008	642
Deferred	(192)	(478)	(137)
Total outside United States	701	530	505
Total provision for income taxes	$ 207	$ 143	$ 54

The changes in our unrecognized tax benefits for the years ended December 31, 2012, 2011 and 2010 were:

	2012	2011	2010
		(in millions)	
January 1	$ 1,538	$ 1,281	$ 829
Increases from positions taken during prior periods	110	222	49
Decreases from positions taken during prior periods	(198)	(147)	(146)
Increases from positions taken during the current period	266	253	229
Increases from acquisition adjustments	–	–	357
Decreases relating to settlements with taxing authorities	(250)	(17)	(19)
Reductions resulting from the lapse of the applicable statute of limitations	(20)	(14)	(10)
Impact of Spin-Off	(261)	–	–
Currency / other	(2)	(40)	(8)
December 31	$ 1,183	$ 1,538	$ 1,281

Under the Tax Sharing and Indemnity Agreements between us and Kraft Foods Group, Kraft Foods Group generally assumes liability for all U.S. state income taxes and Canadian federal and provincial income taxes and we generally assume responsibility for all U.S. federal income taxes and substantially all foreign income taxes, excluding Canadian income taxes for all tax periods prior to the Spin-Off. In addition, we transferred to Kraft Foods Group all of its deferred tax assets and liabilities as of the Distribution Date. See Note 2, *Divestitures and Acquisitions.*

As of January 1, 2012, our unrecognized tax benefits were $1,538 million. If we had recognized all of these benefits, the net impact on our income tax provision would have been $1,317 million. Our unrecognized tax benefits were $1,183 million at December 31, 2012, and if we had recognized all of these benefits, the net impact on our income tax provision would have been $1,105 million. Within the next 12 months, our unrecognized tax benefits could increase by approximately $40 million due to unfavorable audit developments or decrease by $60-80 million due to audit settlements and the expiration of statutes of limitations in various jurisdictions. We include accrued interest and penalties related to uncertain tax positions in our tax provision. We accrued interest and penalties of $286 million as of January 1, 2012 and $203 million as of December 31, 2012. Our 2012 provision for income taxes included $33 million for interest and penalties and we paid interest and penalties of $61 million during 2012.

We are regularly examined by federal and various state and foreign tax authorities. We are currently under various income tax examinations by the IRS for the years 2006 through 2009. Our income tax filings are also currently under examination by tax authorities in various U.S. state and foreign jurisdictions, however, under the Tax Sharing and Indemnity Agreements between us and Kraft Foods Group, Kraft Foods Group is generally liable for all state income tax filings prior to the spin-off. U.S. state and foreign jurisdictions have statutes of limitations generally ranging from three to five years, however, these statutes are often extended by mutual agreement with the tax authorities. Years still open to examination by foreign tax authorities in major jurisdictions include (earliest open tax year in parentheses): Germany (2005), Brazil (2007), France (2009), United Kingdom (2004), Australia (2008), Russia (2010) and India (2003).

At December 31, 2012, applicable U.S. federal income taxes and foreign withholding taxes had not been provided on approximately $10.8 billion of accumulated earnings of foreign subsidiaries that are expected to be permanently reinvested. It is impractical for us to determine the amount of unrecognized deferred tax liabilities on these permanently reinvested earnings.

The effective income tax rate on pre-tax earnings differed from the U.S. federal statutory rate for the following reasons for the years ended December 31, 2012, 2011 and 2010:

	2012	2011	2010
U.S. federal statutory rate	35.0%	35.0%	35.0%
Increase / (decrease) resulting from:			
State and local income taxes, net of federal tax benefit excluding IRS audit impacts	(0.9%)	0.2%	(0.9%)
Foreign rate differences	(20.5%)	(20.8%)	(16.8%)
Federal and state tax impacts related to IRS audit settlements	(0.4%)	0.1%	(8.4%)
Reversal of other tax accruals no longer required	(3.1%)	(4.9%)	(9.6%)
U.S. Health Care Legislation	–	–	7.9%
Tax Legislation	(3.9%)	(3.8%)	(6.3%)
Non-deductible expenses	3.6%	1.9%	8.1%
Other	1.9%	(0.1%)	(1.6%)
Effective tax rate	11.7%	7.6%	7.4%

Our 2012 effective tax rate was favorably impacted by the mix of pre-tax income in various foreign jurisdictions and net tax benefits of $101 million from discrete one-time events, primarily related to the revaluation of U.K. deferred tax assets and liabilities resulting from tax legislation enacted during 2012 that reduced U.K. corporate income tax rates and net favorable tax audit settlements, partially offset by non-deductible expenses.

Our 2011 effective tax rate was favorably impacted by the mix of pre-tax income in various foreign jurisdictions and net tax benefits of $226 million from discrete one-time events, primarily from the revaluation of U.K. deferred tax assets and liabilities resulting from tax legislation enacted in 2011 that reduced U.K. corporate income tax rates, the reversal of valuation allowances on certain foreign deferred tax assets that are now expected to be realized and the net favorable impact from various U.S. federal and foreign tax audit developments during the year.

Our 2010 effective tax rate was favorably impacted by the mix of pre-tax income in various foreign jurisdictions and net tax benefits of $165 million from discrete one-time events, primarily from the favorable resolution of U.S. federal and foreign tax audits and the revaluation of U.K. deferred tax assets and liabilities resulting from tax legislation enacted in 2010 that reduced U.K. corporate income tax rates, partially offset by a write-off of deferred tax assets as a result of the U.S. health care legislation enacted in March 2010.

The tax effects of temporary differences that gave rise to deferred income tax assets and liabilities consisted of the following at December 31, 2012 and 2011:

	2012	2011
	(in millions)	
Deferred income tax assets:		
Accrued postretirement and postemployment benefits	$ 157	$ 1,276
Accrued pension costs	678	1,007
Other	2,360	3,124
Total deferred income tax assets	3,195	5,407
Valuation allowance	(429)	(467)
Net deferred income tax assets	$ 2,766	$ 4,940
Deferred income tax liabilities:		
Trade names	$ (6,422)	$ (7,565)
Property, plant and equipment	(976)	(2,084)
Other	(967)	(1,025)
Total deferred income tax liabilities	(8,365)	(10,674)
Net deferred income tax liabilities	$ (5,599)	$ (5,734)

Our significant allowances reside within our operating subsidiaries in Mexico, Ireland, U.K., and U.S.

Note 15. Earnings Per Share

Basic and diluted EPS from continuing and discontinued operations were calculated using the following:

	For the Years Ended December 31,		
	2012	2011	2010
	(in millions, except per share data)		
Earnings from continuing operations	$ 1,567	$ 1,737	$ 672
Earnings from discontinued operations, net of income taxes	1,488	1,810	3,467
Net earnings	3,055	3,547	4,139
Noncontrolling interest	27	20	25
Net earnings attributable to Mondelēz International	$ 3,028	$ 3,527	$ 4,114
Weighted-average shares for basic EPS	1,777	1,765	1,715
Plus incremental shares from assumed conversions of stock options and long-term incentive plan shares	12	7	5
Weighted-average shares for diluted EPS	1,789	1,772	1,720
Basic earnings per share attributable to Mondelēz International:			
Continuing operations	$ 0.87	$ 0.97	$ 0.38
Discontinued operations	0.83	1.03	2.02
Net earnings attributable to Mondelēz International	$ 1.70	$ 2.00	$ 2.40
Diluted earnings per share attributable to Mondelēz International:			
Continuing operations	$ 0.86	$ 0.97	$ 0.38
Discontinued operations	0.83	1.02	2.01
Net earnings attributable to Mondelēz International	$ 1.69	$ 1.99	$ 2.39

We exclude antidilutive Mondelēz International stock options from our calculation of weighted-average shares for diluted EPS. We excluded 7.3 million antidilutive options for the year ended December 31, 2012, 9.2 million antidilutive options for the year ended December 31, 2011 and 28.5 million antidilutive options for the year ended December 31, 2010.

Note 16. Segment Reporting

We manufacture and market primarily snack food and beverage products, including biscuits (cookies, crackers and salted snacks), chocolate, gum & candy, coffee & powdered beverages and various cheese & grocery products. We manage our global business and report operating results through three geographic units: Developing Markets, Europe and North America. In connection with the divestiture of Kraft Foods Group, we divested and no longer report on the following segments within our results from continuing operations: U.S. Beverages, U.S. Cheese, U.S. Convenient Meals and U.S. Grocery. Our remaining businesses within North America are predominantly snacks businesses. Our segment results in this Annual Report on Form 10-K reflect these changes for all periods presented.

Beginning in 2013, our segment structure will change. In December 2012, we announced a reorganization of our business and reporting structure following the Spin-Off. Effective January 1, 2013, our operations, management and segments will be reorganized into five operating segments: Asia Pacific; Eastern Europe, Middle East & Africa (“EEMEA”); Europe; Latin America and North America. Accordingly, we will begin to report on our new segment structure during the first quarter of 2013 and reflect the change for all the historical periods we present.

We use segment operating income to evaluate segment performance and allocate resources. We believe it is appropriate to disclose this measure to help investors analyze segment performance and trends. Segment operating income excludes unrealized gains and losses on hedging activities (which are a component of cost of sales), certain components of our U.S. pension plan cost (which are a component of cost of sales and selling, general and administrative expenses), general corporate expenses (which are a component of selling, general and administrative expenses), amortization of intangibles, gains and losses on divestitures and acquisition-related costs (which are a component of selling, general and administrative expenses) in all periods presented. We exclude the unrealized gains and losses on hedging activities from segment operating income in order to provide better transparency of our segment operating results. Once realized, the gains and losses on hedging activities are recorded within segment operating results. We exclude certain components of our U.S. pension plan cost from segment operating income because we centrally manage pension plan funding decisions and the determination of discount rate, expected rate of return on plan assets and other actuarial assumptions. Therefore, we allocate only the service cost component of our U.S. pension plan expense to segment operating income. Furthermore, we centrally manage interest and other expense, net. Accordingly, we do not present these items by segment because they are excluded from the segment profitability measure that management reviews. We use the same accounting policies for the segments as those described in Note 1, *Summary of Significant Accounting Policies* .

Our segment net revenues and earnings were:

	For the Years Ended December 31,		
	2012	2011	2010
		(in millions)	
Net revenues:			
Developing Markets	$ 15,655	$ 15,621	$ 13,420
Europe	12,457	13,356	11,628
North America	6,903	6,833	6,441
Net revenues	$ 35,015	$ 35,810	$ 31,489
Earnings from continuing operations before income taxes:			
Operating income:			
Developing Markets	$ 2,067	$ 2,003	$ 1,533
Europe	1,613	1,406	1,115
North America	873	863	805
Unrealized gains / (losses) on hedging activities	1	(36)	38
Certain U.S. pension plan costs	(92)	(76)	(56)
General corporate expenses	(714)	(437)	(511)
Amortization of intangibles	(217)	(225)	(210)
Gains on divestitures, net	107	–	–
Acquisition-related costs	(1)	–	(218)
Operating income	3,637	3,498	2,496
Interest and other expense, net	(1,863)	(1,618)	(1,770)
Earnings from continuing operations before income taxes	$ 1,774	$ 1,880	$ 726

As a percentage of our net revenues from continuing operations, our five largest customers accounted for 15.6% of our net revenues in 2012 compared with 15.5% in 2011 and 15.1% in 2010. Also, our ten largest customers accounted for 24.1% of our net revenues in 2012 compared with 22.7% in 2011 and 23.2% in 2010. No single customer accounted for 10% or more of our net revenues from continuing operations.

On February 8, 2013, the Venezuelan government announced the devaluation of the official Venezuelan bolivar exchange rate from 4.30 bolivars to 6.30 bolivars to the U.S. dollar and the elimination of the second-tier, government-regulated SITME exchange rate previously applied to value certain types of transactions. The impact of these announced changes resulted in a one-time $30 million unfavorable foreign currency impact which we will record within our Latin America operating segment in the first quarter of 2013. We began accounting for the results of our Venezuelan subsidiaries in U.S. dollars on January 1, 2010, as prescribed under U.S. GAAP for highly inflationary economies. We use the official Venezuelan bolivar exchange rate to translate the results of our Venezuelan operations into U.S. dollars. During 2012 and 2011, we recorded immaterial foreign currency impacts in connection with highly inflationary accounting for Venezuela. In 2010, we recorded $115 million of unfavorable foreign currency impacts including a one-time $34 million charge upon adopting highly inflationary accounting for Venezuela.

In 2012, we divested property of a Developing Markets subsidiary located in Russia for $72 million in net proceeds and recorded a $55 million pre-tax gain within selling, general and administrative expenses.

In 2012, net changes in unrealized gains / (losses) on hedging activities were favorable, primarily related to gains on foreign currency contracts and commodity hedging activity of $1 million. In 2011, net changes in unrealized gains / (losses) on hedging activities were unfavorable, primarily related to losses on foreign currency contracts and commodity hedging activity of $36 million. In 2010, net changes in unrealized gains / (losses) on hedging activities were favorable, primarily related to gains on foreign currency contracts and commodity hedging activity of $38 million.

In connection with our 2012-2014 Restructuring Program, during 2012 we recorded restructuring charges of $102 million in operations, as a part of asset impairment and exit costs and we recorded implementation costs of $8 million in operations, as a part of cost of sales and selling, general and administrative expenses. These charges were recorded primarily within our North America segment.

In 2012, we recorded a $44 million benefit within our Europe segment related to the reversal of reserves carried over from the Cadbury acquisition in 2010 and not required.

We recorded Integration Program charges of $185 million in 2012, $521 million in 2011 and $646 million in 2010. During 2012, we reversed $45 million of Integration Program charges previously accrued in 2010 primarily related to planned and announced position eliminations that did not occur within our Europe segment. We recorded charges in the Integration Program in operations, as a part of selling, general and administrative expenses primarily within our Europe and Developing Markets segments, as well as within general corporate expenses.

The 2012 increase in general corporate expenses was due primarily to $407 million of Spin-Off Costs recorded within general corporate expenses, partially offset by lower Integration Program costs. The 2011 decrease in general corporate expenses was due primarily to lower Integration Program costs in 2011. In 2010, general corporate expenses included $155 million of Integration Program costs, as well as the addition of Cadbury's corporate charges.

In 2012, we received $200 million in proceeds and recorded pre-tax gains of $107 million primarily related to the divestitures in Germany, Belgium and Italy. In 2011, there were no significant divestitures. In 2010, we divested businesses in Poland and Romania in connection with the acquisition of Cadbury, and reflected the impacts of these divestitures as adjustments within the Cadbury final purchase accounting.

In 2010, we acquired Cadbury and incurred $218 million of acquisition-related costs which was recorded within selling, general and administrative expenses.

The 2012 increase in interest and other expense, net was due primarily to $609 million of Spin-Off Costs recorded within interest expense, partially offset by a 2011 loss of $157 million related to several interest rate swaps that were settled in 2011, as well as lower long-term debt interest expense. The 2011 decrease in interest and other expense, net was due primarily to $251 million of acquisition-related financing fees recorded in 2010, partially offset by the loss of $157 million related to several interest rate swaps that settled in 2011.

Total assets, depreciation expense and capital expenditures by segment were:

	As of December 31,		
	2012	2011	2010
		(in millions)	
Total assets:			
Developing Markets	$ 25,608	$ 24,559	$ 25,738
Europe	25,801	24,525	24,261
North America	22,098	41,862	42,886
Unallocated assets (1)	1,971	2,891	2,404
Total assets	$ 75,478	$ 93,837	$ 95,289

(1) Unallocated assets consist primarily of cash and cash equivalents, deferred income taxes, centrally held property, plant and equipment, prepaid pension assets and derivative financial instrument balances.

	For the Years Ended December 31,		
	2012	2011	2010
		(in millions)	
Depreciation expense:			
Developing Markets	$ 317	$ 337	$ 320
Europe	326	354	355
North America	224	205	201
Total – continuing operations	867	896	876
Discontinued operations	261	364	353
Total depreciation expense	$ 1,128	$ 1,260	$ 1,229

	For the Years Ended December 31,		
	2012	2011	2010
		(in millions)	
Capital expenditures:			
Developing Markets	$ 761	$ 713	$ 607
Europe	350	378	334
North America	217	279	272
Total – continuing operations	1,328	1,370	1,213
Discontinued operations	282	401	448
Total capital expenditures	$ 1,610	$ 1,771	$ 1,661

Net revenues by consumer sector were:

	For the Year Ended December 31, 2012			
	Developing Markets	Europe	North America	Total
		(in millions)		
Biscuits	$ 3,511	$ 2,426	$ 5,212	$ 11,149
Chocolate	4,502	4,518	336	9,356
Gum & Candy	3,085	973	1,280	5,338
Beverages	2,880	2,962	1	5,843
Cheese & Grocery	1,677	1,578	74	3,329
Total net revenues	$ 15,655	$ 12,457	$ 6,903	$ 35,015

	For the Year Ended December 31, 2011			
	Developing Markets	Europe	North America	Total
	(in millions)			
Biscuits	$ 3,359	$ 2,598	$ 5,031	$ 10,988
Chocolate	4,554	4,659	352	9,565
Gum & Candy	3,215	1,126	1,351	5,692
Beverages	2,897	3,158	2	6,057
Cheese & Grocery	1,596	1,815	97	3,508
Total net revenues	$ 15,621	$ 13,356	$ 6,833	$ 35,810

	For the Year Ended December 31, 2010			
	Developing Markets	Europe	North America	Total
	(in millions)			
Biscuits	$ 2,796	$ 2,323	$ 4,711	$ 9,830
Chocolate	3,770	4,211	295	8,276
Gum & Candy	2,894	1,023	1,309	5,226
Beverages	2,517	2,511	2	5,030
Cheese & Grocery	1,443	1,560	124	3,127
Total net revenues	$ 13,420	$ 11,628	$ 6,441	$ 31,489

Geographic data for net revenues and long-lived assets were:

	For the Years Ended December 31,		
	2012	2011	2010
		(in millions)	
Net revenues:			
United States	$ 5,974	$ 5,848	$ 5,485
Other	29,041	29,962	26,004
Total net revenues	$ 35,015	$ 35,810	$ 31,489

	As of December 31,		
	2012	2011	2010
		(in millions)	
Long-lived assets:			
United States	$ 18,176	$ 35,093	$ 35,200
Other	41,680	42,542	43,868
Total long-lived assets	$ 59,856	$ 77,635	$ 79,068

No individual country within Other exceeded 10% of our net revenues or long-lived assets for all periods presented.

Table of Contents

Note 17. Quarterly Financial Data (Unaudited)

Kraft Foods Group was divested in the quarter ended December 31, 2012 and the results of its operations have been presented as discontinued operations below for all periods presented.

	2012 Quarters			
	First	Second	Third	Fourth
	(in millions, except per share data)			
Net revenues	$ 8,667	$ 8,527	$ 8,326	$ 9,495
Gross profit	$ 3,195	$ 3,211	$ 3,120	$ 3,550
Earnings from continuing operations	$ 339	$ 490	$ 177	$ 561
Earnings / (losses) from discontinued operations, net of income taxes	480	544	482	(18)
Net earnings	819	1,034	659	543
Noncontrolling interest	6	5	7	9
Net earnings attributable to Mondelēz International	$ 813	$ 1,029	$ 652	$ 534
Weighted-average shares for diluted EPS	1,783	1,786	1,789	1,793
Per share data:				
Basic EPS attributable to Mondelēz International:				
Continuing operations	$ 0.19	$ 0.27	$ 0.10	$ 0.31
Discontinued operations	0.27	0.31	0.27	(0.01)
Net earnings attributable to Mondelēz International	$ 0.46	$ 0.58	$ 0.37	$ 0.30
Diluted EPS attributable to Mondelēz International:				
Continuing operations	$ 0.19	$ 0.27	$ 0.10	$ 0.31
Discontinued operations	0.27	0.31	0.26	(0.01)
Net earnings attributable to Mondelēz International	$ 0.46	$ 0.58	$ 0.36	$ 0.30
Dividends declared	$ 0.29	$ 0.29	$ 0.29	$ 0.13
Market price [1] – high	$ 39.06	$ 39.99	$ 42.44	$ 42.54
– low	$ 37.17	$ 36.75	$ 37.15	$ 24.50

(1) The first three quarters of 2012 and the fourth quarter 2012 market price-high in the table above reflect historical stock prices which were not adjusted to reflect the Kraft Foods Group Spin-Off.

	2011 Quarters			
	First	Second	Third	Fourth
	(in millions, except per share data)			
Net revenues	$ 8,190	$ 9,163	$ 8,778	$ 9,679
Gross profit	$ 3,115	$ 3,313	$ 3,247	$ 3,425
Earnings from continuing operations	$ 325	$ 445	$ 508	$ 459
Earnings from discontinued operations, net of income taxes	477	531	419	383
Net earnings	802	976	927	842
Noncontrolling interest	3	–	5	12
Net earnings attributable to Mondelēz International	$ 799	$ 976	$ 922	$ 830
Weighted-average shares for diluted EPS	1,760	1,771	1,777	1,779
Per share data:				
Basic EPS attributable to Mondelēz International:				
Continuing operations	$ 0.18	$ 0.25	$ 0.28	$ 0.25
Discontinued operations	0.28	0.30	0.24	0.22
Net earnings attributable to Mondelēz International	$ 0.46	$ 0.55	$ 0.52	$ 0.47
Diluted EPS attributable to Mondelēz International:				
Continuing operations	$ 0.18	$ 0.25	$ 0.28	$ 0.25
Discontinued operations	0.27	0.30	0.24	0.22
Net earnings attributable to Mondelēz International	$ 0.45	$ 0.55	$ 0.52	$ 0.47
Dividends declared	$ 0.29	$ 0.29	$ 0.29	$ 0.29
Market price [1] – high	$ 32.20	$ 35.47	$ 36.30	$ 37.93
– low	$ 30.21	$ 31.35	$ 32.63	$ 31.88

(1) Market prices in the table above reflect historical stock prices which were not adjusted to reflect the Kraft Foods Group Spin-Off.

The fourth quarter of 2011 benefited from lower than projected taxes on our earnings outside the U.S. and an $85 million true-up of prior quarter estimates to a lower actual tax expense reported by these operations.

Basic and diluted EPS are computed independently for each of the periods presented. Accordingly, the sum of the quarterly EPS amounts may not equal the total for the year.

During 2012, we recorded the following pre-tax charges / (gains) in earnings from continuing operations:

	2012 Quarters			
	First	Second	Third	Fourth
	(in millions)			
Asset impairment and exit costs	$ 44	$ 27	$ 13	$ 69
(Gains) / losses on divestitures, net	–	–	–	(107)
	$ 44	$ 27	$ 13	$ (38)

During 2011, we recorded the following pre-tax charges / (gains) in earnings from continuing operations:

	2011 Quarters			
	First	Second	Third	Fourth
	(in millions)			
Asset impairment and exit costs	$ –	$ –	$ (5)	$ –
(Gains) / losses on divestitures, net	–	–	–	–
	$ –	$ –	$ (5)	$ –

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Management, together with our CEO and CFO, evaluated the effectiveness of our disclosure controls and procedures (as defined in Securities Exchange Act of 1934 Rule 13a-15(e)) as of the end of the period covered by this report. Based upon that evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of December 31, 2012.

Changes in Internal Control Over Financial Reporting

Management, together with our CEO and CFO, evaluated the changes in our internal control over financial reporting during the quarter ended December 31, 2012. We determined that there were no changes in our internal control over financial reporting during the quarter ended December 31, 2012, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

Information required by this Item 10 is included under the headings “Election of Directors,” “Corporate Governance –Section 16(a) Beneficial Ownership Reporting Compliance,” “Corporate Governance – Governance Guidelines and Codes of Conduct,” and “Board Committees and Membership – Audit Committee” in our definitive Proxy Statement for our Annual Meeting of Shareholders scheduled to be held on May 21, 2013 (“2013 Proxy Statement”). All of this information is incorporated by reference into this Annual Report.

The information on our Web site is not, and shall not be deemed to be, a part of this Annual Report or incorporated into any other filings we make with the SEC.

Item 11. Executive Compensation.

Information required by this Item 11 is included under the headings “Board Committees and Membership – Human Resources and Compensation Committee,” “Compensation of Non-Employee Directors,” “Compensation Discussion and Analysis” and “Executive Compensation Tables” in our 2013 Proxy Statement. All of this information is incorporated by reference into this Annual Report.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The number of shares to be issued upon exercise or vesting of awards issued under, and the number of shares remaining available for future issuance under, our equity compensation plans at December 31, 2012 were:

Equity Compensation Plan Information

	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (1) (a)	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (excluding securities reflected in column (a)) (2) (c)
Equity compensation plans approved by security holders	61,089,666	$ 20.45	42,013,594

(1) Includes vesting of deferred and long-term incentive plan stock.
(2) Includes 26,283,412 options and deferred stock available for issuance under the 2005 Performance Incentive Plan and 2006 Stock Compensation Plan for Non-Employee Directors, and 15,730,182 of restricted shares available for issuance under the 2005 Performance Incentive Plan.

Information related to the security ownership of certain beneficial owners and management is included in our 2013 Proxy Statement under the heading “Ownership of Equity Securities” and is incorporated by reference into this Annual Report.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

Information required by this Item 13 is included under the headings “Corporate Governance – Review of Transactions with Related Persons” and “Corporate Governance – Director Independence” in our 2013 Proxy Statement. All of this information is incorporated by reference into this Annual Report.

Item 14. Principal Accountant Fees and Services.

Information required by this Item 14 is included under the heading “Board Committees and Membership – Audit Committee” in our 2013 Proxy Statement. All of this information is incorporated by reference into this Annual Report.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

(a) Index to Consolidated Financial Statements and Schedules

	Page
Report of Management on Internal Control over Financial Reporting	53
Report of Independent Registered Public Accounting Firm	54
Consolidated Statements of Earnings for the Years Ended December 31, 2012, 2011 and 2010	55
Consolidated Statements of Comprehensive Earnings for the Years Ended December 31, 2012, 2011 and 2010	56
Consolidated Balance Sheets at December 31, 2012 and 2011	57
Consolidated Statements of Equity for the Years Ended December 31, 2012, 2011 and 2010	58
Consolidated Statements of Cash Flows for the Years Ended December 31, 2012, 2011 and 2010	59
Notes to Consolidated Financial Statements	60
Report of Independent Registered Public Accounting Firm on Financial Statement Schedule	S-1
Financial Statement Schedule-Valuation and Qualifying Accounts	S-2

Schedules other than those listed above have been omitted either because such schedules are not required or are not applicable.

(b) The following exhibits are filed as part of, or incorporated by reference into, this Annual Report:

2.1 Master Sale and Purchase Agreement, by and between Groupe Danone S.A. and the Registrant, dated October 29, 2007 (incorporated by reference to Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2007). *

2.2 Separation and Distribution Agreement between the Registrant and Kraft Foods Group, Inc., dated as of September 27, 2012 (incorporated by reference to Exhibit 2.1 to the Registrant's Current Report on Form 8-K filed with the SEC on October 1, 2012). *

2.3 Canadian Asset Transfer Agreement, by and between Mondelez Canada Inc. and Kraft Canada Inc., dated as of September 29, 2012 *

2.4 Master Ownership and License Agreement Regarding Patents, Trade Secrets and Related Intellectual Property, among Kraft Foods Global Brands LLC, Kraft Foods Group Brands LLC, Kraft Foods UK Ltd. and Kraft Foods R&D Inc., dated as of October 1, 2012 (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed with the SEC on October 1, 2012).*

2.5 Master Ownership and License Agreement Regarding Trademarks and Related Intellectual Property, by and between Kraft Foods Global Brands LLC and Kraft Foods Group Brands LLC., dated as of September 27, 2012 (incorporated by reference to Exhibit10.4 to the Registrant's Current Report on Form 8-K filed with the SEC on October 1, 2012).*

3.1 Amended and Restated Articles of Incorporation of the Registrant, effective October 1, 2012 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on October 1, 2012).

3.2 Amended and Restated By-Laws of the Registrant, effective October 1, 2012 (incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the SEC on October 1, 2012).

4.1 The Registrant agrees to furnish copies of any instruments defining the rights of holders of long-term debt of the Registrant and its consolidated subsidiaries that does not exceed 10 percent of the total assets of the Registrant and its consolidated subsidiaries to the SEC upon request.

4.2 Indenture, by and between the Registrant and Deutsche Bank Trust Company Americas (as successor trustee to The Bank of New York and The Chase Manhattan Bank), dated as of October 17, 2001 (incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-3 (Reg. No. 333-86478) filed with the SEC on April 18, 2002).

10.1 $4.5 Billion 4-Year Revolving Credit Agreement, by and among the Registrant, the initial lenders named therein, JPMorgan Securities LLC, Deutsche Bank Securities Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC and HSBC Securities (USA) LLC, as joint bookrunners, and JPMorgan Chase Bank, N.A. and Deutsche Bank AG New York Branch, as co-administrative agents, dated as of April 1, 2011 (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 5, 2011).

10.2 Master Professional Services Agreement, by and between Mondelēz Global LLC and HP Enterprise Services, L.L.C., as amended and restated pursuant to Amendment 90, effective October 1, 2012.**

10.3 Tax Sharing Agreement, by and between the Registrant and Altria Group, Inc., dated as of March 30, 2007 (incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed with the SEC on March 30, 2007).

10.4 Tax Sharing and Indemnity Agreement, by and between the Registrant and Kraft Foods Group, Inc., dated as of September 27, 2012 (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on October 1, 2012).

10.5 Employee Matters Agreement, by and between the Registrant and Kraft Foods Group, Inc., dated as of September 27, 2012 (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on October 1, 2012). *

10.6 Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan, amended as of December 31, 2009 and Restated as of October 2, 2012. +

10.7 Form of Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan Restricted Stock Agreement. +

10.8	Form of Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan Non-Qualified U.S. Stock Option Award Agreement. +
10.9	Mondelēz International, Inc. Long-Term Incentive Plan, effective as of January 1, 2011 and restated as of October 2, 2012. +
10.10	Mondelēz Global LLC Supplemental Benefits Plan I, effective as of September 1, 2012. +
10.11	Mondelēz International, Inc. Supplemental Benefits Plan II, effective as of September 1, 2012. +
10.12	Form of Mondelēz Global LLC Amended and Restated Cash Enrollment Agreement. +
10.13	Form of Mondelēz International Global LLC Amended and Restated Employee Grantor Trust Agreement. +
10.14	Mondelēz International, Inc. Amended and Restated 2006 Stock Compensation Plan for Non-Employee Directors, effective as of May 24, 2011 and restated as of October 2, 2012. +
10.15	Mondelēz International, Inc. 2001 Compensation Plan for Non-Employee Directors, amended as of December 31, 2008 and restated as of October 2, 2012. +
10.16	Mondelēz International, Inc. Change in Control Plan for Key Executives, amended as of October 2, 2012 (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on November 8, 2012). +
10.17	Mondelēz Global LLC Executive Deferred Compensation Plan, effective as of October 1, 2012. +
10.18	Mondelēz Global LLC Executive Deferred Compensation Plan Adoption Agreement, effective as of October 1, 2012. +
10.19	Deferred Compensation Plan Trust Document, by and between Mondelēz Global LLC and Wilmington Trust Retirement and Institutional Services Company, dated as of September 18, 2012. +
10.20	Offer of Employment Letter, between the Registrant and Irene B. Rosenfeld, dated June 26, 2006 (incorporated by reference to Exhibit 10.29 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006). +
10.21	Amendment to Offer of Employment Letter, between the Registrant and Irene B. Rosenfeld, amended as of December 31, 2008 (incorporated by reference to Exhibit 10.20 to the Registrant's Annual Report on Form 10-K filed with the SEC on February 27, 2009). +
10.22	Performance-Contingent Restricted Stock Unit Agreement, between the Registrant and Irene B. Rosenfeld, effective as of December 19, 2012. +
10.23	Offer of Employment Letter, between the Registrant and Sanjay Khosla, dated December 1, 2006 (incorporated by reference to Exhibit 10.23 to the Registrant's Annual Report on Form 10-K filed with the SEC on February 27, 2009). +
10.24	Amendment to Offer of Employment Letter, between the Registrant and Sanjay Khosla, amended as of December 31, 2008 (incorporated by reference to Exhibit 10.24 to the Registrant's Annual Report on Form 10-K filed with the SEC on February 27, 2009). +
10.25	Agreement Upon Retirement and General Release, between the Registrant and Sanjay Khosla, dated as of December 19, 2012 (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on December 26, 2012). +
10.26	Consulting Agreement between the Registrant and Sanjay Khosla, dated as of December 19, 2012 (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the SEC on December 26, 2012). +
10.27	Offer of Employment Letter, between the Registrant and W. Anthony Vernon, dated June 17, 2009 (incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on August 5, 2009). +
10.28	Amendment to Offer of Employment Letter, between the Registrant and W. Anthony Vernon, amended as of November 23, 2009 (incorporated by reference to Exhibit 10.31 to the Registrant's Annual Report on Form 10-K filed with the SEC on February 25, 2010). +
10.29	Offer of Employment Letter, between the Registrant and Daniel P. Myers, dated June 20, 2011 (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on November 4, 2011). +

10.30	Offer of Employment Letter, between the Registrant and John T. Cahill, dated December 3, 2011 (incorporated by reference to Exhibit 10.26 to the Registrant's Annual Report on Form 10-K filed with the SEC on February 27, 2012). +
10.31	Offer of Employment Letter, between the Registrant and Tracey Belcourt, dated July 8, 2012 (incorporated by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on November 8, 2012). +
10.32	Form of Indemnification Agreement for Non-Employee Directors (incorporated by reference to 10.28 to the Registrant's Annual Report on Form 10-K filed with the SEC on February 27, 2009). +
10.33	Indemnification Agreement between the Registrant and Irene B. Rosenfeld, dated January 27, 2009 (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the SEC on February 2, 2009). +
11	Computation of Per Share Earnings***
12.1	Computation of Ratios of Earnings to Fixed Charges
21.1	Subsidiaries of the Registrant.
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.
31.1	Certification of the Registrant's Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Registrant's Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certifications of the Registrant's Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.1	The following materials from Mondelēz International's Annual Report on Form 10-K for the fiscal year ended December 31, 2012, formatted in XBRL (eXtensible Business Reporting Language): (i) the Consolidated Statements of Earnings, (ii) the Consolidated Statements of Equity, (iii) the Consolidated Balance Sheets, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Comprehensive Earnings, (vi) Notes to Consolidated Financial Statements, and (vii) document and entity information.

* Upon request, Mondelēz International, Inc. agrees to furnish to the U.S. Securities and Exchange Commission, on a supplemental basis, a copy of any omitted schedule or exhibit to such agreement.

** Portions of this exhibit (indicated by asterisks) have been omitted pursuant to a request for confidential treatment and have been separately filed with the Securities and Exchange Commission.

*** Data required by Item 601(b)(11) of Regulation S-K is provided in Note 15 to the consolidated financial statements in this Report

\+ Indicates a management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MONDELĒZ INTERNATIONAL, INC.

By: / s / DAVID A. BREARTON
(David A. Brearton
Executive Vice President
and Chief Financial Officer)

Date: February 25, 2013

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated:

Signature	Title	Date
/ s / IRENE B. ROSENFELD **(Irene B. Rosenfeld)**	Director, Chairman and Chief Executive Officer	February 25, 2013
/ s / DAVID A. BREARTON **(David A. Brearton)**	Executive Vice President and Chief Financial Officer	February 25, 2013
/ s / KIM HARRIS JONES **(Kim Harris Jones)**	Senior Vice President and Corporate Controller	February 25, 2013
/ s / STEPHEN F. BOLLENBACH **(Stephen F. Bollenbach)**	Director	February 25, 2013
/ s / LEWIS W. K. BOOTH **(Lewis W. K. Booth)**	Director	February 25, 2013
/ s / LOIS D. JULIBER **(Lois D. Juliber)**	Director	February 25, 2013
/ s / MARK D. KETCHUM **(Mark D. Ketchum)**	Director	February 25, 2013
/ s / JORGE S. MESQUITA **(Jorge S. Mesquita)**	Director	February 25, 2013
/ s / FREDRIC G. REYNOLDS **(Fredric G. Reynolds)**	Director	February 25, 2013
/ s / PATRICK T. SIEWERT **(Patrick T. Siewert)**	Director	February 25, 2013
/ s / RUTH J. SIMMONS **(Ruth J. Simmons)**	Director	February 25, 2013
/ s / JEAN-FRANÇOIS M.L. VAN BOXMEER **(Jean-François M.L. van Boxmeer)**	Director	February 25, 2013

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM ON FINANCIAL STATEMENT SCHEDULE

To the Board of Directors and Shareholders of Mondelēz International, Inc.:

Our audits of the consolidated financial statements and of the effectiveness of internal control over financial reporting referred to in our report dated February 25, 2013 appearing in this Annual Report on Form 10-K of Mondelēz International, Inc. also included an audit of the financial statement schedule listed in Item 15(a) of this Form 10-K. In our opinion, this financial statement schedule presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements.

/s/ PRICEWATERHOUSECOOPERS LLP

Chicago, Illinois
February 25, 2013

Table of Contents

Mondelēz International, Inc. and Subsidiaries
Valuation and Qualifying Accounts
For the Years Ended December 31, 2012, 2011 and 2010
(in millions)

Col. A	Col. B	Col. C		Col. D	Col. E
		Additions			
Description	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to Other Accounts (a)	Deductions (b)	Balance at End of Period
2012:					
Allowance for trade receivables	$ 143	$ 27	$ (32)	$ 20	$ 118
Allowance for other current receivables	40	6	(7)	(6)	45
Allowance for long-term receivables	19	(4)	(1)	(2)	16
Allowance for deferred taxes	467	61	(15)	84	429
	$ 669	$ 90	$ (55)	$ 96	$ 608
2011:					
Allowance for trade receivables	$ 246	$ 25	$ (12)	$ 116	$ 143
Allowance for other current receivables	29	8	6	3	40
Allowance for long-term receivables	13	–	6	–	19
Allowance for deferred taxes	400	205	(17)	121	467
	$ 688	$ 238	$ (17)	$ 240	$ 669
2010:					
Allowance for trade receivables	$ 121	$ 127	$ 70	$ 72	$ 246
Allowance for other current receivables	20	11	5	7	29
Allowance for long-term receivables	5	–	8	–	13
Allowance for deferred taxes	97	30	305	32	400
	$ 243	$ 168	$ 388	$ 111	$ 688

Notes:
(a) Primarily related to divestitures, acquisitions and currency translation.
(b) Represents charges for which allowances were created.

Exhibit 2.3

CANADIAN ASSET TRANSFER AGREEMENT

BETWEEN

MONDELEZ CANADA INC.

AND

KRAFT CANADA INC.

MADE AS OF

September 29, 2012

TABLE OF CONTENTS

ARTICLE 1 - INTERPRETATION 1

1.01 Definitions 1
1.02 Headings 7
1.03 Extended Meanings 7
1.04 Statutory References 7
1.05 Currency 7
1.06 Schedules 8

ARTICLE 2 - CONVEYANCE 8

2.01 Conveyance of the Canadian Snack Assets 8
2.02 Canadian Grocery Assets 10
2.03 Disclaimer of Representations and Warranties 10
2.04 Consideration 11
2.05 Payment of Consideration 11
2.06 Allocation of Consideration 11
2.07 Cash Transfer 12
2.08 Misdirected Amounts and Misdirected Invoices 13
2.09 Substitution and Subrogation 13
2.10 Assumption of Canadian Snack Liabilities 14
2.11 Retention of Canadian Grocery Liabilities 15
2.12 Obligations and Liabilities Not Assumed 17
2.13 Ancillary Agreements 17

ARTICLE 3 - GENERAL COVENANTS 18

3.01 Waiver of Bulk Sales Laws 18
3.02 Real Property Matters 18
3.03 Intellectual Property Matters 18
3.04 Treatment of Personal Information 18
3.05 Indemnification 19

ARTICLE 4 - TAX MATTERS 20

4.01 Election under Subsection 85(1) of the Tax Act 20
4.02 Stated Capital 21
4.03 Transfer Taxes 21
4.04 Property Taxes 22
4.05 Excise Tax Act; Residency 22

ARTICLE 5 - EMPLOYEE MATTERS 22

5.01 Employees and Collective Agreements 22
5.02 Offers of Employment 22
5.03 Specified Incentive Plans 24

ARTICLE 6 - PENSIONS AND BENEFITS MATTERS 25

6.01 Assignment and Assumption of Registered Pension Plans 25
6.02 Registered Pension Plan Transfers 25
6.03 Group Registered Retirement Savings Plan 28
6.04 Non-Registered Savings Plan Accounts 28
6.05 Supplemental Top Up Plans 28
6.06 Post-Retirement Health and Welfare Benefits 28
6.07 Long-Term Disability Liabilities 29

ARTICLE 7 - CLOSING ARRANGEMENTS AND TERMINATION 29

7.01 Closing 29
7.02 Survival 29
7.03 Termination 29

ARTICLE 8 - GENERAL 29

8.01 Application of the Separation Agreement 29
8.02 Application of the Tax Sharing Agreement 30
8.03 Dispute Resolution 31
8.04 Notices 31
8.05 Governing Law 32

Schedule 2.01(a): Specified Canadian Snack Assets
Schedule 2.01(e): Governmental Permits and Authorizations
Schedule 2.01(g): Contracts Related Exclusively to the Canadian Snack Business
Schedule 2.01(h): Canadian Shared Contracts
Schedule 2.01(i): Freehold Lands and Leasehold Lands
Schedule 2.01(l): Machinery and Equipment
Schedule 2.01(p): Owned Snack Intellectual Property
Schedule 2.01(q): Canadian Intercompany IP Licenses
Schedule 2.02: Specified Canadian Grocery Assets
Schedule 2.06(5): Allocation of Consideration
Schedule 2.10(a): Specified Canadian Snack Liabilities
Schedule 2.10(b): Canadian Snack Indebtedness
Schedule 2.11(a): Specified Canadian Grocery Liabilities
Schedule 2.11(b): Canadian Grocery Indebtedness
Schedule 3.02(1): Sub-leasehold Lands
Schedule 3.05(2)(b): Specified Liabilities
Schedule 5.01(1): Employees Transferring to the Purchaser

Schedule 5.01(2): Collective Agreements
Schedule 5.03(1): Specified Incentive Plans
Schedule 6.01(1): Stand-Alone Registered Pension Plans
Schedule 6.01(2): Form of Assignment and Assumption Agreement
Schedule 6.02(1): Vendor Commingled Registered Pension Plans

CANADIAN ASSET TRANSFER AGREEMENT

THIS AGREEMENT is made as at the Effective Time on the 29th day of September, 2012

BETWEEN

MONDELEZ CANADA INC. , a corporation incorporated under the laws of Canada (the " **Purchaser** ")

—and—

KRAFT CANADA INC. , a corporation amalgamated under the laws of Canada (the " **Vendor** ")

WHEREAS pursuant to the Separation Agreement, SnackCo and GroceryCo have agreed to, among other things, cause their respective Subsidiaries, including the Purchaser and the Vendor, to take certain actions necessary to effect the implementation of the Internal Reorganization and the transactions contemplated by the Separation Agreement;

AND WHEREAS the Vendor is the owner of the Canadian Snack Assets and carries on the Canadian Snack Business;

AND WHEREAS the Vendor desires to sell and the Purchaser desires to purchase the Canadian Snack Assets and the Canadian Snack Business upon and subject to the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1—INTERPRETATION

1.01 **Definitions**

Terms used in this Agreement that are defined in the Separation Agreement and that are not otherwise defined herein will have the same meaning herein as in the Separation Agreement; provided, however, that, unless something in the subject matter or context is inconsistent therewith, for the purposes of this Agreement, references in such definitions to "Distribution Date" or "Distribution" (when used in a temporal context) will be read as "Effective Time" (as defined in this Agreement). In this Agreement, unless something in the subject matter or context is inconsistent therewith:

" **Adjusted Pension Plan Transfer Amounts** " has the meaning set out in Section 6.02(5).

" **Agreement** " means this agreement, including its recitals and Schedules, as may be amended or modified from time to time.

" **Assumed Liabilities** " means all Canadian Snack Liabilities existing as of the Effective Time, other than (i) the Specified Liabilities, (ii) any liability or obligation of the Vendor not reflected (in accordance with GAAP) on the most recent balance sheet of the Vendor and any liability or obligation of the Vendor arising or assumed after the date of such balance sheet that, had it arisen or been assumed on or before such date and not discharged as of such date, would not have been reflected on such balance sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any discharge of such liabilities or obligations subsequent to the date of such balance sheet, and (iii) any liability or obligation not excluded under clause (ii) above under any contract with a third party to the extent that the third party has not performed its obligations under the contract prior to the Effective Time and where such performance is to be for the benefit of the Purchaser after the Effective Time.

" **Business Day** " means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or Toronto, Ontario are authorized or required by law to close.

“ **Butterfly Determination Time** ” means the time immediately before the transfer by the Vendor of all of the issued and outstanding shares of the Purchaser to 1681762 Alberta ULC (referred to in the Tax Ruling as “TSub”), as described in Paragraph 89 of the Tax Ruling.

“ **Butterfly Percentage** ” means the proportion, expressed as a percentage, that the net fair market value of the business property transferred indirectly by the Vendor to Mondelez Canada Holdings ULC (referred to in the Tax Ruling as “TCo”), as described in paragraph 89 of the Tax Ruling, is of the net fair market value of all the business property of the Vendor, determined (i) at the Butterfly Determination Time, and (ii) using the principles set out in paragraphs 82 to 84 of the Tax Ruling (including allocating and deducting, in the manner described in paragraphs 82 and 84, the amount of the liabilities assumed by the Purchaser hereunder).

“ **Cadbury Bonds Guarantee** ” means the guarantee dated December 1, 2003 made by Cadbury Beverages Canada Inc. (now Kraft Canada Inc.), jointly and severally with Cadbury Schweppes Public Company Limited and Cadbury Schweppes Finance P.L.C., in favour of each holder of a note issued pursuant to the indenture dated as of September 29, 2003 between Cadbury Schweppes US Finance LLC, Cadbury Schweppes Public Company Limited, Cadbury Schweppes Finance P.L.C. and JPMorgan Chase Bank, as such indenture has been supplemented by a first supplemental indenture dated as of September 29, 2003, a second supplemental indenture dated as of December 1, 2003 and a third supplemental indenture dated as of October 6, 2010, and as it may be further supplemented or amended from time to time.

“ **Canadian Grocery Assets** ” means all Assets of the Vendor that constitute GroceryCo Assets, including those listed or described on Schedule 2.02, but in all cases save and except for the Canadian Snack Assets.

“ **Canadian Grocery Business** ” means the business and operations conducted by the Vendor at any time prior to the Effective Time that constitute part of the GroceryCo Business.

“ **Canadian Grocery Liabilities** ” means all Liabilities of the Vendor that constitute GroceryCo Liabilities, including those listed or described in Section 2.11, but in all cases save and except for the Canadian Snack Liabilities.

“ **Canadian Income Tax** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **Canadian Intercompany IP Licenses** ” means, collectively, the Incoming Intercompany IP Licenses and the Outgoing Intercompany IP Licenses.

“ **Canadian Snack Assets** ” means all Assets of the Vendor that constitute SnackCo Assets, including those Assets listed or described in Section 2.01.

“ **Canadian Snack Business** ” means the business and operations conducted by the Vendor at any time prior to the Effective Time that constitute part of the SnackCo Business.

“ **Canadian Snack Liabilities** ” means all Liabilities of the Vendor that constitute SnackCo Liabilities, including those listed or described in Section 2.10.

“ **Canadian Transaction Tax** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **Cash Equivalents** ” means all certificates of deposit and other cash equivalents and all amounts owing to the Vendor from persons related to the Vendor for purposes of the Tax Act (other than accounts receivable and any amounts owing by any corporation or partnership described in paragraph 82(g) of the Tax Ruling).

“ **Cash or Near Cash Property** ” means property of the Vendor that is treated as cash or near cash property, determined (i) at the Butterfly Determination Time, and (ii) using the principles set out in paragraphs 82 to 84 of the Tax Ruling.

“ **Closing Date** ” means the date hereof.

“ **Closing Timeline** ” means the closing timeline setting out, with respect to the transactions contemplated by the Separation Agreement, the list of documents to be exchanged between the various parties to such agreements and the applicable terms of escrow and release of escrow, including the times at which various deliveries of documents are made and the transactions contemplated thereby become effective.

“ **Collective Agreements** ” has the meaning set out in Section 5.01(2).

“ **Consideration** ” has the meaning set out in Section 2.04.

“ **CRA** ” means the Canada Revenue Agency.

“ **Effective Time** ” means the time referred to as the effective time of the transactions contemplated by this Agreement in the Closing Timeline.

“ **Elected Amount** ” in respect of an Elected Property means the amount agreed to by the Vendor and the Purchaser in their joint election pursuant to Section 4.01.

“ **Elected Property** ” means eligible property within the meaning of subsection 85(1.1) of the Tax Act in respect of which an election has been or will be made as provided in Section 4.01.

“ **Employees** ” has the meaning set out in Section 5.01(1).

“ **FIN 45 Indemnity Obligation** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **FIN 45 TSA Receivable** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **Forco Interests** ” means the shares and partnership interests described in clauses (i) and (ii) (A) and (H) of the definition of “Subsidiary Interests”, and all liabilities and obligations owed to the Vendor by such entities.

“ **Freehold Lands** ” means the freehold real property listed or described on Schedule 2.01(i) and all rights, interests, entitlements, benefits and privileges of any nature or kind whatsoever related exclusively to such freehold real property, including all rights of way, licences or rights of occupation, easements or other similar rights of the Vendor in connection with such freehold real property.

“ **Greencastle Obligation** ” means all liabilities and obligations of the Vendor to or in favour of Kraft Canada Two LP under the loan agreement made as of May 22, 2001 between Greencastle Drinks Limited (now Greencastle Drinks) and Trebor Canada Inc. (now Kraft Canada Inc.), as amended pursuant to an amendment agreement dated , 2012, as such loan agreement has been assigned by Greencastle Drinks to Kraft Foods North America and Asia BV, and as subsequently assigned by Kraft Foods North America and Asia BV to Yellowcastle Limited, and as subsequently assigned by Yellowcastle Limited to Kraft Canada Two LP.

“ **Incoming Intercompany IP Licenses** ” means all licenses of Intellectual Property between any GroceryCo Entity or SnackCo Entity, as licensor, and the Vendor, as licensee, including those licenses listed in Part A of Schedule 2.01(q).

“ **Intellectual Property** ” means intellectual property of any nature and kind including all domestic and foreign trade-marks, business names, trade names, domain names, social media accounts and passwords, trading styles, patents, trade secrets, Software, industrial designs and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques and know-how.

“ **Inventories** ” means all inventories Related to the Canadian Snack Business, including all raw materials, ingredients, stores, spare parts, finished goods, work in progress and other items of inventory.

“ **Lands** ” means, collectively, the Freehold Lands, the Leasehold Lands and the Sub-leasehold Lands.

“ **Leasehold Lands** ” means the interest in the leased premises and the leases or subleases, as applicable, listed or described on Schedule 2.01(i) (which, for greater certainty, specifically excludes the Sub-leasehold Lands), together with all rights, benefits and advantages to be derived therefrom, including all improvements, appurtenances, fixtures and leasehold improvements situate on or forming part of such premises.

“ **Non-Income Tax** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **Non-Union Employees** ” has the meaning set out in Section 5.02(1).

“ **Outgoing Intercompany IP Licenses** ” means all licenses of Intellectual Property between any GroceryCo Entity or SnackCo Entity, as licensee, and the Vendor, as licensor, including those licenses listed in Part B of Schedule 2.01(q).

“ **Owned Snack Intellectual Property** ” has the meaning set out in Section 2.01(p).

“ **Owned Software** ” means all Software Related to the Canadian Snack Business.

“ **Pension Plan Transfer Amounts** ” has the meaning set out in Section 6.02(3).

“ **Personal Information** ” means the type of information regulated by Privacy Laws and collected, retained, used or disclosed by the Vendor, including information about an identifiable individual, such as an individual’s name, address, age, gender, identification number, income, family status, citizenship, employment, assets, liabilities, source of funds, payment records, credit information, personal references and health records.

“ **Privacy Laws** ” means all federal, provincial, municipal or other laws governing the collection, use, disclosure and storage of Personal Information, including the *Personal Information Protection and Electronic Documents Act* (Canada).

“ **Purchaser Shares** ” means 999,999 common shares in the capital of the Purchaser to be issued to the Vendor pursuant to Section 2.05(b).

“ **Related to the Canadian Grocery Business** ” means owned or held immediately prior to the Effective Time by the Vendor and primarily related to or primarily used in the Canadian Grocery Business.

“ **Related to the Canadian Snack Business** ” means owned or held immediately prior to the Effective Time by the Vendor and primarily related to or primarily used in the Canadian Snack Business.

“ **Residual Indemnity Obligation** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **Residual TSA Receivable** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **Separation Agreement** ” means the separation and distribution agreement dated , 2012 between Kraft Foods Inc. and Kraft Foods Group, Inc., as may be amended or modified from time to time.

“ **SnackCo Brand IP** ” has the meaning ascribed thereto in the IP Agreement (Trademark).

“ **SnackCo Canada Cash** ” means an amount of cash and Cash Equivalents of or standing to the credit of the Vendor immediately prior to the Effective Time such that, after giving effect to the transactions contemplated in this Agreement, the Vendor will have transferred to the Purchaser the Butterfly Percentage of the Cash or Near Cash Property.

“ **SnackCo Incentive Plans** ” has the meaning set out in Section 5.03(1).

“ **SnackCo Pension Plans** ” has the meaning set out in Section 6.02(1).

“ **Software** ” means all software, including all versions thereof, and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, and all other material related to such software.

“ **Specified GroceryCo Accounts Receivable** ” means all accounts receivable of the Vendor (including all accounts receivable from any SnackCo Entity and from any GroceryCo Entity) that constitute a GroceryCo Asset under the Separation Agreement and the trade accounts receivable of the Vendor outstanding as of the Effective Time that arose from sales through the warehouse channel, whether or not such products are included in the SnackCo Business or the GroceryCo Business.

“ **Specified Incentive Plans** ” means those incentive plans listed or described on Schedule 5.03(1).

“ **Specified Indemnity Obligation** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **Specified Liabilities** ” means, collectively, that portion of the Canadian Snack Liabilities that are specifically identified on Schedule 3.05(2)(b) as being Specified Liabilities.

“ **Specified TSA Receivable** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **Stand-Alone Registered Pension Plans** ” has the meaning set out in Section 6.01(1).

“ **Sublease Agreements** ” means the subleases to be entered into between the Vendor, as sub-landlord, and the Purchaser, as sub-tenant, with respect to the entire portion of each of the respective Sub-leasehold Lands, each in such form as may be agreed between the parties thereto.

“ **Sub-leasehold Lands** ” means the lands listed or described on Schedule 3.02(1), together with all rights, benefits and advantages to be derived there from, including all improvements, appurtenances, fixtures and leasehold improvements situate on or forming part of such lands.

“ **Subsidiary Interests** ” means, collectively, (i) all of the limited partnership interests in Kraft Foods Australia Investments Limited Partnership, (ii) all of the issued and outstanding shares in the capital of (A) Kraft Australia Pty Ltd., (B) Kraft Asia Pacific (Alberta) GP ULC, (C) Kraft Holdings ULC, (D) Lowney Inc., (E) Freezer Queen Foods (Canada) Limited, (F) Neilson International Ltd., (G) TCI Realty Holdings Inc., (H) Nabisco Holdings I B.V., and (I) CS Finance Inc. (including, those registered in the name of the Vendor and those held by Cadbury Schweppes Overseas Limited in trust for the Vendor), and (iii) all of the liabilities and obligations owed to the Vendor by Kraft Holdings ULC and by Kraft Asia Pacific (Alberta) GP ULC.

“ **Tax** ” has the meaning ascribed thereto in the Tax Sharing Agreement.

“ **Tax Act** ” means the *Income Tax Act* (Canada).

“ **Tax Ruling** ” means the advance income tax rulings and opinions from the CRA confirming the Canadian federal income tax consequences of certain aspects of the Internal Reorganization, including all amendments or supplements thereto.

“ **Transfer Taxes** ” has the meaning set out in Section 4.03.

“ **Transferred Accounts Receivable** ” means (i) all accounts receivable of the Vendor (including all accounts receivable from any SnackCo Entity and from any GroceryCo Entity) to the extent Related to the Canadian Snack Business and (ii) any other accounts receivable of the Vendor listed or described on Schedule 2.01(a), but in all cases save and except for the Specified GroceryCo Accounts Receivable.

“ **Transferred Employees from Commingled Plans** ” has the meaning set out in Section 6.02(1).

“ **Unionized Employees** ” has the meaning set out in Section 5.02(2).

“ **Vendor Commingled Registered Pension Plans** ” has the meaning set out in Section 6.02(1).

1.02 **Headings**

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 **Extended Meanings**

In this Agreement words importing the singular number include the plural and vice versa, and words importing any gender include all genders. The term “including” means “including without limiting the generality of the foregoing” and the term “third party” means any Person other than the Vendor and the Purchaser.

1.04 **Statutory References**

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 **Currency**

Unless otherwise specified, all references to currency herein are to lawful money of Canada.

1.06 **Schedules**

The following are the Schedules to this Agreement:

Schedule 2.01(a)	—	Specified Canadian Snack Assets;
Schedule 2.01(e)	—	Governmental Permits and Authorizations;
Schedule 2.01(g)	—	Contracts Related Exclusively to the Canadian Snack Business;
Schedule 2.01(h)	—	Canadian Shared Contracts;
Schedule 2.01(i)	—	Freehold Lands and Leasehold Lands;
Schedule 2.01(l)	—	Machinery and Equipment;
Schedule 2.01(p)	—	Owned Snack Intellectual Property;
Schedule 2.01(q)	—	Canadian Intercompany IP Licenses;
Schedule 2.02	—	Specified Canadian Grocery Assets;
Schedule 2.06(5)	—	Allocation of Consideration;
Schedule 2.10(a)	—	Specified Canadian Snack Liabilities;
Schedule 2.10(b)	—	Canadian Snack Indebtedness;
Schedule 2.11(a)	—	Specified Canadian Grocery Liabilities;
Schedule 2.11(b)	—	Canadian Grocery Indebtedness;
Schedule 3.02(1)	—	Sub-leasehold Lands;
Schedule 3.05(2)(b)	—	Specified Liabilities;
Schedule 5.01(1)	—	Employees Transferring to the Purchaser;
Schedule 5.01(2)	—	Collective Agreements;
Schedule 5.03(1)	—	Specified Incentive Plans;
Schedule 6.01(1)	—	Stand-Alone Registered Pension Plans;
Schedule 6.01(2)	—	Form of Assignment and Assumption Agreement; and
Schedule 6.02(1)	—	Vendor Commingled Registered Pension Plans.

ARTICLE 2—CONVEYANCE

2.01 **Conveyance of the Canadian Snack Assets**

Upon and subject to the terms and conditions of this Agreement, the Vendor hereby assigns, conveys, transfers and sets over to the Purchaser, and the Purchaser hereby accepts such assignment, conveyance and transfer, as of and with effect from the Effective Time, all of the right, title, benefit and interest of the Vendor in and to the Canadian Snack Assets. Without limiting the generality of the foregoing, the Canadian Snack Assets include all of the right, title, benefit and interest of the Vendor in and to:

(a) the Assets listed or described on Schedule 2.01(a) (which, for the avoidance of doubt, is not a comprehensive listing of all Canadian Snack Assets and is not intended to limit the other clauses of this Section 2.01) and all other Assets that are expressly provided in this Agreement as Assets to be transferred to the Purchaser;

(b) the SnackCo Canada Cash;

(c) the Subsidiary Interests;

(d) except as otherwise provided in this Agreement, all Assets reflected as assets of the Purchaser on the SnackCo Balance Sheet and any Assets acquired by or for the Purchaser subsequent to the date of the SnackCo Balance Sheet that, had they been acquired on or before such date and owned as of such date, would have been reflected on the SnackCo Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any dispositions of any such Assets subsequent to the date of the SnackCo Balance Sheet;

(e) all approvals, registrations, permits and authorizations issued by any Governmental Authority that relate exclusively to the Canadian Snack Business or the Canadian Snack Assets and are held in the name of the Vendor, including those listed or described on Schedule 2.01(e);

(f) all recoveries and other Assets (net of expenses) received by the Vendor or the Purchaser in respect of any SnackCo Action;

(g) all contracts and agreements that are related exclusively to the Canadian Snack Business and to which the Vendor is a party or by which the Vendor is bound or under which the Vendor has rights, including those listed or described on Schedule 2.01(g);

(h) subject to Section 2.01(q), the SnackCo Portion of any Shared Contract to which the Vendor is a party or by which the Vendor is bound or under which the Vendor has rights, including those listed or described on Schedule 2.01(h);

(i) the beneficial interest in the Freehold Lands and the legal and beneficial interest in the Leasehold Lands;

(j) all plant, buildings, structures, erections, improvements, appurtenances and fixtures situate on or forming part of the Lands (and all plans, surveys, specifications and appraisals in the Vendor's possession or under its control relating to any of the foregoing, including all such electrical, mechanical and structural drawings related thereto as are in the possession or under the control of the Vendor);

(k) all fixed machinery and fixed equipment situate on or forming part of the Lands;

(l) all other machinery and equipment and all vehicles, tools, handling equipment, furniture, furnishings, computer hardware, Software and peripheral equipment, supplies and accessories situate on the Lands or otherwise Related to the Canadian Snack Business, including those listed or described on Schedule 2.01(l);

(m) the Inventories;

(n) all shipping and packaging materials and supplies Related to the Canadian Snack Business;

(o) the Transferred Accounts Receivable;

(p) all Intellectual Property Related to the Canadian Snack Business (the " **Owned Snack Intellectual Property** "), including the Intellectual Property listed or described on Schedule 2.01(p);

(q) the Incoming Intercompany IP Licenses to the extent related to any SnackCo Brand IP, and the Outgoing Intercompany IP Licenses to the extent related to any Owned Snack Intellectual Property (for greater certainty, the Vendor will retain all right, title, benefit and interest of the Vendor in and to (A) the Incoming Intercompany IP Licenses to the extent not related to SnackCo Brand IP, and (B) the Outgoing Intercompany IP Licenses to the extent not related to Owned Snack Intellectual Property);

(r) the goodwill of the Canadian Snack Business;

(s) subject to Section 4.04, all pre-paid expenses and deposits Related to the Canadian Snack Business including all pre-paid insurance, rent and royalties, all pre-paid property taxes and water rates, all pre-paid purchases of gas, oil and hydro, all pre-paid lease payments and all pre-paid employee items referred to in Section 5.02(3); and

(t) any FIN 45 TSA Receivables of the Vendor, and any Specified TSA Receivables of the Vendor with respect to a Tax that would be a Canadian Snack Liability;

provided, however, that the Canadian Snack Assets will not include:

(i) any Asset referred to in Sections 2.01(j), 2.01(k) or 2.01(l) respecting the Leasehold Lands or Sub-leasehold Lands where, pursuant to the lease or sublease governing the Vendor's occupancy of thereof, such Asset is not capable of being assigned, conveyed, transferred or set over to the Purchaser as contemplated by Section 2.01; or

(ii) except as set forth in Section 2.01(t), any right, title, benefit and interest of the Vendor in and to any refunds, offsets or credits of Taxes (including any Residual TSA Receivables of the Vendor).

2.02 **Canadian Grocery Assets**

Notwithstanding any other provision of this Agreement to the contrary, the Vendor will retain all of the Canadian Grocery Assets.

2.03 **Disclaimer of Representations and Warranties**

Each of the Vendor and the Purchaser understands and agrees that, except as expressly set forth in the Separation Agreement, this Agreement, the Tax Sharing Agreement or in any other Ancillary Agreement, no party (including its Affiliates) to the Separation Agreement, this Agreement, the Tax Sharing Agreement any other Ancillary Agreement or any other agreement or document contemplated by the Separation Agreement, this Agreement, the Tax Sharing Agreement or any other Ancillary Agreement or otherwise, makes any representations or warranties relating in any way to the Assets, businesses or Liabilities transferred or assumed as contemplated hereby or thereby, to any Consent required in connection therewith, to the value or freedom from any Security Interests of, or any other matter concerning, any Assets of such party, or to the absence of any defenses or right of setoff or freedom from counterclaim with respect to any claim or other Asset,

including any accounts receivable, of any party, or to the legal sufficiency of any assignment, document or instrument delivered hereunder to convey title to any Asset or thing of value upon the execution, delivery and filing hereof or thereof. Except as may expressly be set forth in the Separation Agreement, this Agreement, the Tax Sharing Agreement or in any other Ancillary Agreement, (a) the parties and the members of their respective Group are transferring all such Assets on an "as is," "where is" basis, (b) the parties are expressly disclaiming any implied warranty of merchantability, fitness for a specific purpose or otherwise, (c) the respective transferees will bear the economic and legal risks that any conveyance will prove to be insufficient to vest in the transferee good and marketable title, free and clear of any Security Interest and (d) none of the Vendor or the Purchaser (including their Affiliates) or any other Person makes any representation or warranty with respect to any information, documents or material made available in connection with the Separation or the Distribution, or the entering into of the Separation Agreement, this Agreement, the Tax Sharing Agreement or any other Ancillary Agreement or the transactions contemplated hereby or thereby, except as expressly set forth in the Separation Agreement, this Agreement, the Tax Sharing Agreement or in any other Ancillary Agreement.

2.04 **Consideration**

The consideration (the " **Consideration** ") payable by the Purchaser to the Vendor for the Canadian Snack Assets will be the aggregate fair market value of the Canadian Snack Assets as at the Effective Time.

2.05 **Payment of Consideration**

The Consideration will be payable and satisfied in full:

(a) as to the portion of the Consideration equal to the amount of the Assumed Liabilities, by the assumption by the Purchaser of the Assumed Liabilities; and

(b) as to the balance of the Consideration, by the allotment, issuance and delivery by the Purchaser to the Vendor of the Purchaser Shares.

2.06 **Allocation of Consideration**

(1) The Consideration will be allocated among the assets or classes of assets that comprise the Canadian Snack Assets as to an amount equal to the fair market value of each such asset or class immediately before the Effective Time.

(2) The Assumed Liabilities assumed by the Purchaser in partial satisfaction of the Consideration will be allocated as follows:

(a) first, to assets or classes of assets that comprise the Canadian Snack Assets and are current assets (other than Elected Property and Forco Interests), up to the fair market value thereof;

(b) next, to assets or classes of assets that comprise the Canadian Snack Assets and are current assets and Elected Property (other than Forco Interests), up to the elected amount in respect thereof;

(c) next, to assets or classes of assets that comprise the Canadian Snack Assets (other than current assets, Elected Property and Forco Interests), up to the fair market value thereof;

(d) next, to assets or classes of assets that comprise the Canadian Snack Assets and are Elected Property (other than current assets and Forco Interests), up to the elected amount in respect thereof;

(e) next, to assets or classes of assets that comprise Forco Interests (other than Elected Property), up to the fair market value thereof;

(f) next, to assets or classes of assets that comprise Forco Interests and are Elected Property, up to the elected amount in respect thereof; and

(g) next, to assets or classes of assets that comprise the Canadian Snack Assets, to the extent not already allocated to above.

(3) The allocation within each of Sections 2.06(2)(a) through (g) above will be *pro rata* to the assets or classes of assets that comprise the Canadian Snack Assets within the particular paragraph, and in no event will the amount of the Assumed Liabilities allocated to a particular asset or class of assets exceed the fair market value thereof.

(4) The Purchaser Shares will be allocated to each asset or class of assets that comprise the Canadian Snack Assets to the extent that the fair market value of the particular asset or class of assets immediately before the Effective Time exceeds any amount of the Assumed Liabilities allocated to that particular asset or class of assets as set out in Sections 2.06(2) and 2.06(3).

(5) The allocations referred to in Sections 2.06(1) to 2.06(4) will be estimated by the Vendor, acting reasonably, within 90 days after the date hereof and such allocations will be attached as Schedule 2.06(5).

(6) The Vendor and the Purchaser must each complete all tax returns, designations and elections in a manner consistent with such allocation and otherwise follow such allocation for all tax purposes on and subsequent to the Closing Date and not take any position inconsistent with such allocation. If such allocation is disputed by any taxation or other Governmental Authority, the party receiving notice of such dispute will promptly notify the other party and the parties will use their reasonable best efforts to sustain such allocation. The parties will share information and cooperate to the extent reasonably necessary to permit the transactions contemplated by this Agreement to be properly, timely and consistently reported.

2.07 **Cash Transfer**

From the Effective Time, the Vendor will have a liability and obligation to transfer to the Purchaser the SnackCo Canada Cash and the Purchaser will have a liability and obligation to transfer to the Vendor cash in an amount equal to the amount by which any cash or Cash Equivalents received by it hereunder exceeds the amount of the SnackCo Canada Cash. On or before the date that is 45 days after the Closing Date, the Vendor will transfer to the Purchaser cash and Cash Equivalents representing its estimate to that time of the amount of the SnackCo Canada Cash. For

greater certainty, (a) if, at any particular time, the amount of the cash and Cash Equivalents transferred up to such time is less than the amount ultimately determined to be the SnackCo Canada Cash, the Vendor will have a continuing obligation to pay such shortfall to the Purchaser, and (b) if, at any particular time, the amount of the cash and Cash Equivalents transferred up to such time exceeds the amount ultimately determined to be the SnackCo Canada Cash, the Purchaser will have a continuing obligation to pay cash to the Vendor equal to the amount of such excess. The Vendor and the Purchaser may represent such continuing obligations through promissory notes issued to each other. To the extent that the Vendor has an obligation to transfer SnackCo Canada Cash to the Purchaser, the Vendor will satisfy such obligation first by transferring cash, thereafter any certificates of deposit, thereafter amounts owing to the Vendor from persons related to the Vendor, and thereafter other Cash Equivalents, in each case, of or standing to the credit of the Vendor immediately prior to the Effective Time and constituting SnackCo Canada Cash.

2.08 **Misdirected Amounts and Misdirected Invoices**

(1) Notwithstanding anything to the contrary in the Separation Agreement, where any amount in respect of a Canadian Snack Asset or the Canadian Snack Business is paid to or received by the Vendor or any of its Affiliates or their respective successors after the Effective Time, the Vendor, its Affiliates or such successor will remit such amount to the Purchaser within 30 days following the end of the month during which the applicable amount was paid or received. The parties will cooperate in good faith to effect and document such receipts and remittances in a commercially reasonable manner.

(2) Notwithstanding anything to the contrary in the Separation Agreement, where any amount in respect of a Canadian Grocery Asset or the Canadian Grocery Business is paid to or received by the Purchaser or any of its Affiliates or their respective successors after the Effective Time, the Purchaser, its Affiliates or such successor will forthwith remit such amount to the Vendor within 30 days following the end of the month during which the applicable amount was paid or received. The parties will cooperate in good faith to effect and document such receipts and remittances in a commercially reasonable manner.

(3) During the six-month period following the Closing Date, the Vendor will promptly upon receipt thereof forward to the Purchaser any invoice received by the Vendor and addressed to the Purchaser, and the Purchaser will promptly upon receipt thereof forward to the Vendor any invoice received by the Purchaser and addressed to the Vendor (any invoice described in this sentence, a " **Misdirected Invoice** "). After such six-month period, each of the Vendor and the Purchaser will return any Misdirected Invoices received by it to the applicable vendor for correction.

2.09 **Substitution and Subrogation**

The conveyance of the Canadian Snack Assets to the Purchaser, its successors and permitted assigns, hereunder is with full rights of substitution and subrogation of the Purchaser, its successors and permitted assigns, to the extent possible, in and to all covenants, representations and warranties by others heretofore given or made in respect of the Canadian Snack Assets or any part thereof.

2.10 **Assumption of Canadian Snack Liabilities**

Upon and subject to the terms and conditions of this Agreement, the Vendor hereby assigns to the Purchaser, and the Purchaser hereby assumes and will duly and properly perform, fulfil, pay and discharge when due, the Canadian Snack Liabilities. Without limiting the generality of the foregoing, the Canadian Snack Liabilities include all Liabilities of the Vendor to the extent relating to, arising out of or resulting from:

(a) any matter listed or described on Schedule 2.10(a) and all other Liabilities that are expressly provided in this Agreement as Liabilities to be assumed by the Purchaser, and all obligations and liabilities of the Purchaser under this Agreement;

(b) the indebtedness of the Vendor listed on Schedule 2.10(b) (including any Liabilities relating to, arising out of or resulting from a claim by a holder of any such indebtedness, in its capacity as such);

(c) except as otherwise provided in this Agreement, the Liabilities reflected as liabilities or obligations on the SnackCo Balance Sheet, and all Liabilities arising or assumed after the date of the SnackCo Balance Sheet that, had they arisen or been assumed on or before such date and been existing obligations as of such date, would have been reflected on the SnackCo Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any discharge of such Liabilities subsequent to the date of the SnackCo Balance Sheet;

(d) any SnackCo Action;

(e) all Unknown Environmental Liabilities associated with any current or former properties used in the operation of the Canadian Snack Business, including the facilities listed or described on schedule 1.2(24) of the Separation Agreement and all existing and identified Environmental Liabilities of the Vendor or any of its Predecessors relating to events or conditions occurring or arising during the period prior to the Effective Time that relate to any active facility owned or operated by any member of the SnackCo Group as of Effective Time and those set forth on schedule 1.2(14) of the Separation Agreement;

(f) the terminated, divested or discontinued businesses or operations of the Vendor or any of its Subsidiaries or any of their respective Predecessors that are listed or described on schedule 1.2(25) of the Separation Agreement;

(g) the operation or conduct of the Canadian Snack Business, as conducted at any time prior to the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person’s authority) which act or failure to act relates to the Canadian Snack Business);

(h) any Canadian Snack Asset;

(i) any Environmental Liability resulting from any properties included in or associated with the Canadian Snack Assets (including any business, operations or properties, and any Liability resulting from off-site disposal of waste from such business, operations or properties, for which a current or future owner or operator of the Canadian Snack Assets or the Canadian Snack Business may be alleged to be responsible as a matter of Law, contract or otherwise due to such ownership or operation of the Canadian Snack Assets or the Canadian Snack Business), arising on or after the Effective Time;

(j) the Applicable SnackCo Proportion of any Shared Liability;

(k) the Greencastle Obligation;

(l) the Vendor's obligations as a subsidiary guarantor under the Cadbury Bonds Guarantee;

(m) all employment and registered and unregistered pension plan Liabilities to be assumed by the Purchaser pursuant to the terms of this Agreement;

(n) any FIN 45 Indemnity Obligations of the Vendor, and any Specified Indemnity Obligations of the Vendor that are attributable to any tax sharing/allocation, purchase and sale, or similar agreements allocated to the SnackCo Group on schedule 1.2(16) of the Separation Agreement; and

(o) except as set forth in Section 2.11(m) or as otherwise expressly provided in this Agreement, and without limiting Section 2.10(n), any obligations or liabilities of the Purchaser for Taxes under the Tax Act or any other Taxes whatsoever that may be or become payable by the Purchaser.

The Vendor and the Purchaser ascribe no value to the Canadian Snack Liabilities that are not Assumed Liabilities and agree that such Liabilities either are Specified Liabilities or have no value. In the event of any inconsistency or conflict that may arise in the application or interpretation of the foregoing provisions, for the purposes of determining what is and is not a Canadian Snack Liability, any item explicitly listed or referred to in this Section 2.10 will take priority over the Liabilities listed or described herein as being Canadian Grocery Liabilities.

2.11 **Retention of Canadian Grocery Liabilities**

Upon and subject to the terms and conditions of this Agreement, the Vendor will retain and will duly and properly perform, fulfil, pay and discharge when due the Canadian Grocery Liabilities. Without limiting the generality of the foregoing, the Canadian Grocery Liabilities include all Liabilities of the Vendor to the extent relating to, arising out of or resulting from:

(a) any matter listed or described on Schedule 2.11(a) and all other Liabilities that are expressly provided in this Agreement as Liabilities to be retained by the Vendor, and all obligations and liabilities of the Vendor under this Agreement;

(b) the indebtedness of the Vendor listed on Schedule 2.11(b) (including any Liabilities relating to, arising out of or resulting from a claim by a holder of any such indebtedness, in its capacity as such);

(c) except as otherwise provided in this Agreement, the Liabilities reflected as liabilities or obligations on the GroceryCo Balance Sheet, and all Liabilities arising or assumed after the date of the GroceryCo Balance Sheet that, had they arisen or been assumed on or before such date and been existing obligations as of such date, would have been reflected on the GroceryCo Balance Sheet if prepared in accordance with GAAP applied on a consistent basis, subject to any discharge of such Liabilities subsequent to the date of the GroceryCo Balance Sheet;

(d) any GroceryCo Action;

(e) all Known Environmental Liabilities, except for those that relate to any active facility owned or operated by any member of the SnackCo Group as of Effective Time and those set forth on schedule 1.2(14) of the Separation Agreement;

(f) all Unknown Environmental Liabilities associated with any current or former properties used in the operation of the Canadian Grocery Business, including the facilities listed or described on schedule 1.2(15) of the Separation Agreement;

(g) all Liabilities to the extent relating to, arising out of or resulting from the terminated, divested or discontinued businesses or operations of the Vendor or any of its Subsidiaries or any of their respective Predecessors that are listed or described on schedule 1.2 (16) of the Separation Agreement;

(h) the operation or conduct of the Canadian Grocery Business, as conducted at any time prior to the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority) which act or failure to act relates to the Canadian Grocery Business);

(i) all employment and registered and unregistered pension plan Liabilities of the Vendor except to the extent such Liability is to be assumed by the Purchaser pursuant to the terms of this Agreement;

(j) any Canadian Grocery Asset;

(k) any Environmental Liability resulting from any properties included in or associated with the Canadian Grocery Assets (including any business, operations or properties, and any Liability resulting from off-site disposal of waste from such business, operations or properties, for which a current or future owner or operator of the Canadian Grocery Assets or the Canadian Grocery Business may be alleged to be responsible as a matter of Law, contract or otherwise due to such ownership or operation of the Canadian Grocery Assets or the Canadian Grocery Business), arising on or after the Effective Time;

(l) the Applicable GroceryCo Proportion of any Shared Liability;

(m) any Residual Indemnity Obligations of the Vendor that relate to Canadian Income Taxes or Non-Income Tax, and any Specified Indemnity Obligations of the Vendor that are attributable to any tax sharing/allocation, purchase and sale, or similar agreements that are allocated to the GroceryCo Group on schedule 1.2(16) of the Separation Agreement; and

(n) except as set forth in Section 2.10(n) or as otherwise expressly provided in this Agreement, and without limiting Section 2.11(m), any obligations or liabilities of the Vendor for Taxes under the Tax Act or any other Taxes whatsoever that may be or become payable by the Vendor, including any income or corporation Taxes resulting from or arising as a consequence of the sale by the Vendor to the Purchaser of the Canadian Snack Assets and the Canadian Snack Business hereunder.

In the event of any inconsistency or conflict that may arise in the application or interpretation of the foregoing provisions, for the purposes of determining what is and is not a Canadian Grocery Liability, any item explicitly listed or referred to in this Section 2.11 will take priority over the Liabilities listed or described herein as being Canadian Snack Liabilities.

2.12 **Obligations and Liabilities Not Assumed**

Except as otherwise provided in this Agreement, the Purchaser does not assume and will not be liable for any obligations or liabilities of the Vendor whatsoever.

2.13 **Ancillary Agreements**

The Vendor and the Purchaser each acknowledge that an Affiliate or Affiliates of each of them have entered into the Ancillary Agreements (other than this Agreement), including the Employee Matters Agreement, the IP Agreement (Non-Trademark), the IP Agreement (Trademark), the Supply Agreement, the Tax Sharing Agreement, the Transition Services Agreements and the Warehouse Agreement in connection with the implementation of the transactions contemplated by the Separation Agreement, including the Internal Reorganization. It is intended that nothing in those agreements or the Separation Agreement will effect, constitute or change the timing of (i) any transfer, assignment, conveyance or other disposition of, or any amendment, modification, supplement or other change of or to, any right, title, interest or benefit in any Asset owned or held by the Vendor, the Purchaser or any of their direct or indirect subsidiaries (including partnerships), or (ii) any transfer, assumption, forgiveness or release of, or any amendment, modification, supplement or other change of or to, any Liabilities of the Vendor, the Purchaser or any of their direct or indirect subsidiaries (including partnerships). Rather, it is intended that this Agreement would be entered into to implement the transactions set out in those agreements and the Separation Agreement as they relate to the Assets and Liabilities of the Vendor, the Purchaser and their direct and indirect subsidiaries (including partnerships). Nevertheless, to the extent that any of those agreements or the Separation Agreement create rights or obligations in respect of the Assets or Liabilities of the Vendor or the Purchaser (or any of their direct or indirect subsidiaries (including partnerships), as the case may be), the obligations and entitlements of GroceryCo or a GroceryCo Entity will, to the extent permissible, be performed or received by the Vendor (or the subsidiary of the Vendor, as the case may be) and the obligations and entitlements of SnackCo or a SnackCo Entity will, to the extent permissible, be performed or received by the Purchaser (or the subsidiary of the Purchaser, as the case may be).

ARTICLE 3—GENERAL COVENANTS

3.01 **Waiver of Bulk Sales Laws**

The parties hereby waive compliance with the *Bulk Sales Act* (Ontario) and section 6 of the *Retail Sales Tax Act* (Ontario) and equivalent Laws in other provinces to the extent such Laws would be applicable to the transactions contemplated by this Agreement.

3.02 **Real Property Matters**

(1) At or before the Effective Time the Vendor and the Purchaser will have entered into the Sublease Agreements.

(2) To further evidence the assignment, transfer and conveyance of the Freehold Lands and the Leasehold Lands in Section 2.01 hereof, the Vendor and the Purchaser will enter into and deliver (i) a beneficial transfer of the Freehold Lands, and (ii) an assignment of leases in connection with the Leasehold Lands.

(3) At or before the Effective Time the Vendor, as grantor, and the Purchaser, as grantee, will have entered into a shared warehouse agreement with respect to a portion of the leased premises described municipally as 5801 72nd Ave. S.E., Calgary, Alberta, in such form as may be agreed between the parties thereto.

3.03 **Intellectual Property Matters**

Without limiting the generality of section 4.1 of the Separation Agreement, after the Closing Date each party will, at the request of the other party, cooperate with the other party, and without any further consideration, to (i) execute and deliver, or use its reasonable best efforts to cause to be executed and delivered, restated versions of any or all of the Canadian Intercompany IP Licenses to reflect the assignment or partial assignment, as the case may be, of such Canadian Intercompany IP Licenses by the Vendor and the assumption thereof by the Purchaser hereunder, and (ii) take all such other actions as such party may reasonably be requested to take by any other party from time to time, consistent with the terms of this Agreement in order to effectuate, record or otherwise further evidence the assignment, transfer and conveyance of the Owned Snack Intellectual Property.

3.04 **Treatment of Personal Information**

With respect to any Personal Information conveyed to the Purchaser hereunder, the Purchaser will collect, use, disclose and store such Personal Information only in accordance with the purposes for which individual consent was obtained by the Vendor, or for which individual consent is subsequently obtained by the Purchaser, and for no other purposes. The Purchaser will take all necessary steps directed to ensuring that the collection, use, disclosure and storage by the Purchaser of such Personal Information will comply in all material respects with all Privacy Laws to the extent

the Purchaser is required to do so, and will be subject to Purchaser privacy policies which are substantially the same as the Vendor's privacy policies as at the Closing Date. Except where Personal Information that is duplicated and retained by the Vendor because individual consent was also obtained to use such Personal Information in connection with the Canadian Grocery Business (or, in the case of Personal Information of an Employee, consent was obtained to use such Personal Information in connection with the administration of such Employee's employment with the Vendor), or where Personal Information is required to be retained by the Vendor to comply with Privacy Laws or the Vendor's privacy policies, the Vendor will delete any Personal Information conveyed to the Purchaser hereunder.

3.05 **Indemnification**

(1) The Purchaser will indemnify, defend and hold harmless the Vendor and each of its current, former and future directors, officers and employees, and each of the heirs, administrators, executors, successors and assigns of any of the foregoing from and against:

(a) the Canadian Snack Liabilities, other than the Specified Liabilities;

(b) the operation or conduct of any business conducted by the Purchaser at any time after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority) and from all packaging levy obligations arising out of or relating to the sale of any products by the Purchaser at any time after the Effective Time); and

(c) all liabilities, costs, expenses (including reasonable expenses of investigation and attorney's fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any of the foregoing.

(2) The Vendor will indemnify, defend and hold harmless the Purchaser and each of its current, former and future directors, officers and employees, and each of the heirs, administrators, executors, successors and assigns of any of the foregoing from and against:

(a) the Canadian Grocery Liabilities;

(b) the Specified Liabilities;

(c) the operation or conduct of any business conducted by the Vendor at any time after the Effective Time (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such person's authority)); and

(d) all liabilities, costs, expenses (including reasonable expenses of investigation and attorney's fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any of the foregoing.

ARTICLE 4—TAX MATTERS

4.01 **Election under Subsection 85(1) of the Tax Act**

(1) The parties will jointly elect under subsection 85(1) of the Tax Act with respect to the transfer of each "eligible property" (as defined in the Tax Act) included in the Canadian Snack Assets, except for the accounts receivable. Such election will be prepared by the Vendor and filed by the Vendor and the Purchaser in the form and manner and within the time prescribed by the Tax Act. The agreed amount in respect of each of the eligible properties transferred will be as follows:

(a) in the case of capital property (other than depreciable property of a prescribed class) and inventory, an amount equal to the lesser of the amounts described in subparagraphs 85(1)(c.1)(i) and (ii) of the Tax Act;

(b) in the case of depreciable property of a prescribed class, an amount equal to the least of the amounts described in subparagraphs 85 (1)(e)(i), (ii) and (iii) of the Tax Act; and

(c) in the case of eligible capital property, an amount equal to the least of the amounts described in subparagraphs 85(1)(d)(i), (ii) and (iii) of the Tax Act.

(2) For the purposes of the joint election referred to in Section 4.01(1)(b), the reference in subparagraph 85(1)(e)(i) of the Tax Act to the "undepreciated capital cost to the taxpayer of all the property of that class immediately before the disposition" will be interpreted to mean that proportion of the undepreciated capital cost to the Vendor of all of the property of that class immediately before the Effective Time that the fair market value at that time of the asset that is transferred is of the fair market value at that time of all property of that class.

(3) For the purposes of the joint elections referred to in Section 4.01(1)(c), if the Vendor so determines, the reference in subparagraph 85 (1)(d)(i) of the Tax Act to "4/3 of the taxpayer's cumulative eligible capital in respect of the business immediately before the disposition" will be interpreted to mean the proportion of 4/3 of the Vendor's cumulative eligible capital in respect of its business immediately before the transfer to the Purchaser that the transferred eligible capital property in respect of the business (based on fair market value at that time or the amount of the cumulative eligible capital that is attributable to those assets, as determined by the Vendor) is of all of the Vendor's eligible capital property in respect of the business (based on fair market value at that time or the amount of the cumulative eligible capital that is attributable to those assets, as determined by the Vendor), and the Vendor and the Purchaser will so indicate in their joint election.

(4) The Purchaser will, at the request of the Vendor, jointly elect with the Vendor under corresponding provisions of applicable provincial income tax legislation with respect to the transfer of the Canadian Snack Assets. The provisions of Sections 4.01(1), 4.01(2) and 4.01(3) will apply to the making of any such provincial elections, with necessary changes.

(5) The Vendor and the Purchaser will cooperate with each other in making any amendments to the tax elections referred to in this Section 4.01 as may be required by the Vendor, and the provisions of this Section 4.01 will apply to the making of any such amended elections.

4.02 **Stated Capital**

The Purchaser will add to its stated capital account maintained for its common shares an amount up to but not exceeding:

(a) for Purchaser Shares issued as part of the Consideration for Elected Property, the aggregate agreed amounts in the election, less the amount of any consideration allocated to such Elected Property other than Purchaser Shares; and

(b) for all other Purchaser Shares issued by the Purchaser pursuant hereto, the fair market value of the assets for which such Purchaser Shares are issued.

4.03 **Transfer Taxes**

(1) All transfer, land transfer, value added, *ad-valorem* , excise, sales, use, consumption, goods or services, harmonized sales, retail sales, social services, or other similar taxes or duties (collectively, " **Transfer Taxes** ") payable under any Law on or with respect to the sale and purchase of the Canadian Snack Assets under this Agreement will be the responsibility of the party on whom such Transfer Taxes are imposed or from whom such Transfer Taxes are otherwise due under such Law, and such party will be liable for and will pay, or will cause to be paid, such Transfer Taxes. The party that is liable for a Transfer Tax as set out above will prepare and file any affidavits or returns required in connection with such Transfer Tax at its own cost and expense. To the extent that any Transfer Taxes are required to be paid by a party that is not liable for such Transfer Taxes as set out above, the party that is liable for such Transfer Taxes as set out above will reimburse, or will cause to be reimbursed, to the first-mentioned party such taxes within five Business Days of payment of such Transfer Taxes by such party. All amounts payable by the Purchaser to the Vendor hereunder do not include Transfer Taxes. The Vendor and the Purchaser agree to cooperate with each other in connection with any filings and/or applications for the deferral of any land transfer tax in connection with the transfer, assignment and conveyance of the Freehold Lands.

(2) The Vendor and the Purchaser will, at or before the Effective Time, jointly execute elections, in the prescribed form and containing the prescribed information, under subsection 167(1) of the *Excise Tax Act* (Canada) to have subsection 167(1.1) of the *Excise Tax Act* (Canada) apply and under section 75 of the *Act respecting the Quebec sales tax* to have section 75(1.1) of *Act respecting the Quebec sales tax* apply to the sale and purchase of the Canadian Snack Assets hereunder so that no tax will be payable in respect of such sale and purchase under Part IX of the *Excise Tax Act* (Canada) and under the *Act respecting the Quebec sales tax* . The Purchaser will file the elections in the manner and within the time prescribed by the relevant legislation.

(3) The Vendor and the Purchaser agree that (i) the Vendor will be responsible for accounting for any goods and services tax, harmonized sales tax and/or Quebec sales tax that form part of any receivables acquired by the Purchaser as part of its acquisition of the Canadian Snack Assets, and (ii) the transfer of such receivables will be net of any amount that is in respect of applicable goods and services tax, harmonized sales tax and/or Quebec sales tax so that the Vendor will retain the right to collect such goods and services tax, harmonized sales tax and/or Quebec sales tax. To the extent that the applicable goods and services tax, harmonized sales tax and/or Quebec sales tax on transferred receivables is paid to the Purchaser, the Purchaser will forthwith pay such amounts to the Vendor.

4.04 **Property Taxes**

All property taxes imposed on or with respect to the Canadian Snack Assets for the tax year that includes the Closing Date will be the responsibility of the party on whom such property taxes are imposed or from whom such property taxes are otherwise due under applicable Law. To the extent that a party is liable for property taxes as set out above, that party will prepare and file all required tax returns incident to those taxes at its own cost and expense.

4.05 **Excise Tax Act; Residency**

(1) The Vendor is registered under Part IX of the *Excise Tax Act* (Canada) with registration numbers RT0001 89950 5945 and QST 1019023768 TQ0001. The Vendor is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

(2) The Purchaser is registered under Part IX of the *Excise Tax Act* (Canada) with registration numbers RT0001 82426 2687 and QST 1218891752 TQ0001.

ARTICLE 5—EMPLOYEE MATTERS

5.01 **Employees and Collective Agreements**

(1) Schedule 5.01(1) sets out the names of all employees of the Canadian Snack Business as of the Closing Date (" **Employees** "). No later than the Closing Date, the Vendor will provide the Purchaser with information regarding terms and conditions of employment of the Employees in effect as of the Effective Time and such other information which is required by the Purchaser in order to establish, administer and manage the Purchaser's employment relationship with Employees as of and following the Effective Time, to be jointly determined by the parties acting reasonably. The Vendor may, within 15 Business Days following the Closing Date, deliver to the Purchaser an updated version of Schedule 5.01 (1) as may be necessary to correct any errors thereon, any such updated Schedule to be appended to this Agreement in substitution of the then existing Schedule and the employees listed thereon will be deemed to constitute the Employees.

(2) Schedule 5.01(2) sets out all of the collective agreements (" **Collective Agreements** ") to which the Vendor is a party or by which it is otherwise bound, either directly or indirectly by operation of Law, with respect to the Canadian Snack Business.

5.02 **Offers of Employment**

(1) Effective on and after the Effective Time, the Purchaser will employ all of the Employees who are not covered by the Collective Agreements (" **Non-Union Employees** ") and whose names are listed on Schedule 5.01(1), on the same terms and conditions which are in effect as of the Effective Time for all hourly paid Non-Union Employees of the Vendor and, to the extent that written offers of employment have been provided to salaried Non-Union Employees of the Vendor, on the same terms and conditions which are set out in such written offers of employment with the

Purchaser which have been extended to such salaried Non-Union Employees of the Vendor prior to the Closing Date and which have been accepted by such salaried Non-Union Employees as of the Closing Date. The Purchaser will recognize all past service of Non-Union Employees with the Vendor and, if applicable, Predecessors of the Vendor, to the extent recognized by the Vendor, for all purposes. No later than the Closing Date, the Vendor will provide the Purchaser with all written offers of employment with the Purchaser which have been extended to and accepted by salaried Non-Union Employees of the Vendor. The Purchaser will assume, accept the assignment of and continue to comply with the terms and conditions set out in all such offers of employment effective as of and following the Effective Time. The Purchaser will notify those salaried Non-Union Employees of the Vendor who do not receive written offers of employment with the Purchaser (who, for greater certainty, will be those salaried Non-Union Employees of the Vendor working at the plant level) of the transition of their employment from the Vendor to the Purchaser by notice provided to each such Employee or by the posting of such notice conspicuously in the workplace of such salaried Non-Union Employees. All Non-Union Employees who are not members of the registered pension plans listed on Schedule 6.01(1) and who are on any approved or statutory leave of absence as of the Closing Date will become employees of the Purchaser as of and following the Effective Time.

(2) With respect to Employees who are employed by the Vendor who are covered by the Collective Agreements (" **Unionized Employees** "), effective on and after the Effective Time, the Purchaser will be a successor employer to the Vendor of all Unionized Employees under the Collective Agreements pursuant to the provisions of applicable labour legislation and on and after the Effective Time will be bound by and observe all of the same terms, conditions, rights and obligations of the Vendor in relation to the employment of the Unionized Employees, including under the Collective Agreements.

(3) All items in respect of Employees who become employed by the Purchaser that require adjustment including premiums for unemployment insurance, Canada Pension Plan, employer health tax, applicable statutory hospitalization insurance, accrued wages, salaries and commissions and employee benefit plan payments will be appropriately adjusted to the close of business on the day immediately preceding the Effective Time.

(4) On and following the Effective Time, the Vendor will continue to be solely responsible for, fully discharge, and fully indemnify and save harmless the Purchaser with respect to, all statutory obligations and Liabilities which (i) are accrued and unpaid up to the Effective Time with respect to all Employees; or (ii) which accrue and become payable on or after the Effective Time with respect to Non-Union Employees who do not commence employment with the Purchaser. On and following the Effective Time, the Purchaser will be solely responsible for, fully discharge, and fully indemnify and save harmless the Vendor with respect to all statutory, contractual or common law obligations and Liabilities which accrue on or after the Effective Time with respect to Non-Unionized Employees who commence employment with the Purchaser and all Unionized Employees.

(5) With respect to those Employees who become employees of the Purchaser, and who have any claims under applicable workers' compensation legislation as of the Effective Time, including any active Employees and any Employees who are on a leave of absence under applicable workers' compensation legislation as of the Effective Time, the Purchaser will be solely responsible for, and will fully comply with and discharge, all obligations and Liabilities under applicable

workers' compensation legislation with respect to all such workers' compensation claims, regardless of when the events underlying such workers' compensation claims occur, and regardless of whether such workers' compensation claims are open as of the Effective Time, or are opened or re-opened following the Effective Time, including the obligation to re-employ any such Employees who are on a leave of absence as of the Effective Time and to provide any accommodations which are required under applicable workers' compensation legislation, human rights legislation or both. The Purchaser will assume, discharge and be liable for all claims, levies, assessments, penalties, deficiencies, Liabilities and other payments and obligations with respect to such Employees under applicable workers' compensation legislation, and will fully indemnify and save harmless the Vendor for all such claims, levies, assessments, penalties, deficiencies, Liabilities and other payments and obligations, including all reasonable and documented third party costs incurred by the Vendor in relation to such claims. The Vendor will act reasonably in providing the Purchaser with any information reasonably required by the Purchaser in order to discharge the Purchaser's obligations hereunder. With respect to any payments made by the Vendor after the Effective Time to any workers compensation board in relation to any Employees who become employees of the Purchaser, the Purchaser will fully indemnify and save harmless the Vendor for such payments within 30 days following the end of each quarter-end during which the applicable payment was paid by the Vendor. With respect to any payments received by the Vendor from any workers compensation board after the Effective Time in relation to any Employees who become employees of the Purchaser, the Vendor will remit such payments to the Purchaser within 30 days following the end of each quarter-end during which the applicable payment was received by the Vendor. With respect to any payments received by the Purchaser from any workers compensation board after the Effective Time in relation to any employees of the Vendor, including any Employees who do not become employees of the Purchaser, the Purchaser will remit such payments to the Vendor within 30 days following the end of each quarter-end during which the applicable payment was received by the Purchaser. The parties will act reasonably in providing the other party with any information reasonably required by the other party in order to discharge their respective payment obligations hereunder.

(6) The Vendor will transfer to the Purchaser the information contained in the complete personnel files maintained by the Vendor as of the Closing Date in respect of each of the Employees who commence employment with the Purchaser. The exchange of and access to such information will be handled in accordance with article VI of the Separation Agreement.

5.03 **Specified Incentive Plans**

(1) With respect to those Employees who commence employment with the Purchaser as of the Effective Time, and who are eligible to participate in a Specified Incentive Plan immediately prior to the Effective Time, the Purchaser will establish (or will arrange for another member of the SnackCo Group to establish) new incentive plans for the year ending (the " **SnackCo Incentive Plans** ") which will be on the same terms and conditions and identical in all other respects to the Specified Incentive Plans in effect immediately prior to the Closing Date. All Employees who participated in a Specified Incentive Plan immediately prior to the Closing Date will be eligible to participate in the corresponding SnackCo Incentive Plan effective as of and following the Effective Time. For the purpose of calculating the amounts payable to an eligible Employee under a SnackCo Incentive Plan for the year ending , the period between January 1, 2012 and the Closing Date in which an eligible Employee was employed by the Vendor and eligible to participate in a Specified Incentive Plan will be deemed to be service with the Purchaser.

(2) With respect to the portion of the incentive payments under the SnackCo Incentive Plans which is determined based on the achievement of specified targets for the , the Vendor will be responsible for calculating the quarterly incentive payments, if any, to be paid by the Purchaser to each eligible Employee participating in the SnackCo Incentive Plans with respect to the and will advise the Purchaser of the same when such results are known to the Vendor. The Purchaser will be responsible for paying any such quarterly incentive payments to eligible Employees who participate in the SnackCo Incentive Plans at the same time as such quarterly incentive payments are paid by the Vendor to eligible employees of the Vendor under the Specified Incentive Plans.

(3) The Purchaser will be solely responsible for all amounts payable to those Employees who commence employment with the Purchaser as of the Effective Time under the SnackCo Incentive Plans with respect to all periods ending on or after January 1, 2012. The Vendor will be solely responsible for all amounts payable to employees of the Vendor who do not commence employment with the Purchaser as of the Closing Date under a Specified Incentive Plan for all periods ending on or after January 1, 2012.

ARTICLE 6—PENSIONS AND BENEFITS MATTERS

6.01 Assignment and Assumption of Registered Pension Plans

(1) The Vendor hereby assigns to the Purchaser, and the Purchaser hereby assumes from the Vendor, sponsorship and administration of the six registered pension plans listed on Schedule 6.01(1) (“ **Stand-Alone Registered Pension Plans** ”), as of and with effect from the Effective Time.

(2) The Vendor and the Purchaser will execute an assignment and assumption agreement, concurrent with the execution of this Agreement, with respect to each of the Stand-Alone Registered Pension Plans substantially in the form of the agreement attached as Schedule 6.01(2).

6.02 Registered Pension Plan Transfers

(1) Effective as of the Effective Time, the Purchaser will establish new registered pension plans as successor plans (“ **SnackCo Pension Plans** ”) to the three registered pension plans administered by the Vendor listed on Schedule 6.02(1) (“ **Vendor Commingled Registered Pension Plans** ”). Each SnackCo Pension Plan will have terms and features (including benefit accrual provisions) that are substantially identical to the corresponding Vendor Commingled Registered Pension Plan. Effective as of the Effective Time, the members of the Vendor Commingled Registered Pension Plans who are employed by the Vendor in the Canadian Snack Business as of the Closing Date, and who become employed by the Purchaser effective the Effective Time (the “ **Transferred Employees from Commingled Plans** ”) will cease to actively participate in and accrue benefits under the Vendor Commingled Registered Pension Plans and will commence participation in and accrue benefits under one of the SnackCo Pension Plans. Each SnackCo Pension Plan will assume liability from the corresponding Vendor Commingled Registered Pension Plan for all benefits accrued or earned (whether or not vested) by the Transferred Employees from Vendor Commingled Registered Pension Plans, subject to applicable Laws and the completion of the transfer of assets contemplated by this Section 6.02.

(2) The Vendor and the Purchaser acknowledge that the Vendor Commingled Registered Pension Plans are currently not fully funded, and that additional contributions are required in accordance with applicable Laws. The Purchaser will be responsible for all contributions that are required to be made under applicable Laws for periods after the Effective Time in respect of the benefits which Transferred Employees from Commingled Plans have accrued under the Vendor Commingled Registered Pension Plans, subject to the completion of the transfer of assets contemplated by this Section 6.02. All such Purchaser contributions will be made to the SnackCo Pension Plans.

(3) Immediately following the Closing Date, the Vendor will cause its actuary to calculate the value, as of the Effective Time, of the defined benefit assets to be transferred from each of the Vendor Commingled Registered Pension Plans to the corresponding SnackCo Pension Plan in respect of the benefits which Transferred Employees from Commingled Plans have accrued under the Vendor Commingled Registered Pension Plans up to the Effective Time. The asset transfer amounts will be determined in accordance with paragraph 8(b) of the Financial Services Commission of Ontario's Policy A700-200 or in accordance with Chapter XII of the *Supplemental Pension Plans Act of Quebec* , as applicable, using the same assumptions and valuation methodology that were used in the December 31, 2011 funding actuarial valuation reports for the Vendor Commingled Registered Pension Plans, including any necessary updates to the solvency assumptions to ensure that they are appropriate as of the Effective Time (the " **Pension Plan Transfer Amounts** "). For greater certainty, the solvency assumptions will be those assumptions in effect as at the Effective Time and determined in accordance with the Canadian Institute of Actuaries' Education Note published by the Pension Plan Financial Reporting Committee, as updated from time to time, providing guidance on assumptions for solvency and hypothetical windup valuations and in accordance with the Standards of Practice for Pension Commuted Values published by the Canadian Institute of Actuaries effective February 1, 2011, as applicable.

(4) No later than 30 days following the Closing Date, the Vendor will apply to the applicable pension regulatory authorities for consent to transfer the Pension Plan Transfer Amounts and the defined contribution account balances of Transferred Employees from Commingled Plans to the SnackCo Pension Plans. The Vendor will make a separate application in respect of the transfer of assets and liabilities from each of the Vendor Commingled Registered Pension Plans. The Vendor will cause to be prepared all applications, reports and other materials required under applicable laws to obtain such consent and will diligently pursue such applications. The Purchaser will act reasonably in providing all information reasonably requested by the Vendor in order to pursue such applications.

(5) Within 30 days of receiving the consent of the applicable pension regulatory authority to each of the applications described in this Section 6.02, the Vendor will, in respect of each Vendor Commingled Registered Pension Plan, transfer to the corresponding SnackCo Pension Plan assets in kind and in cash with a total value equal to the applicable Pension Plan Transfer Amount, adjusted as follows:

(a) decreased by the aggregate amount of payments made from the applicable Vendor Commingled Registered Pension Plan to the Transferred Employees from Commingled Plans in order to satisfy any benefit payment obligation with respect to such members of the applicable Vendor Commingled Registered Pension Plan following the Closing Date (adjusted to reflect the applicable rate of return determined under clause (c) below),

(b) decreased by the aggregate amount of charges, expenses and other costs reasonably attributable to the administration of Vendor Commingled Registered Pension Plans in respect of the benefits of Transferred Employees from Commingled Plans (adjusted to reflect the applicable rate of return determined under clause (c) below), and

(c) increased or decreased, as the case may be, in order to reflect the fund rate of return of the assets in the applicable Vendor Commingled Registered Pension Plan during the period from the Closing Date to the date of transfer

(the " **Adjusted Pension Plan Transfer Amounts** ").

In addition to the transfer of the Adjusted Pension Plan Transfer Amounts, the Vendor will, in respect of each Vendor Commingled Registered Pension Plan, transfer to the corresponding SnackCo Pension Plan the defined contribution account balances in respect of Transferred Employees from Commingled Plans.

(6) The Vendor will transfer assets in kind (rather than in cash) to the SnackCo Pension Plans, to the extent commercially reasonable. The Vendor will, prior to the date that the Pension Plan Transfer Amount (adjusted as described in Section 6.02(5)) is transferred to each SnackCo Pension Plan:

(a) administer the assets of the Vendor Commingled Registered Pension Plans in accordance with applicable Laws;

(b) continue to direct the investment of the assets of the Vendor Commingled Registered Pension Plans in accordance with the terms of such plans and applicable pension legislation, and will not change the investment of assets that are allocable to the Pension Plan Transfer Amounts from the manner in which they are invested as of the Closing Date without the prior written consent of the Purchaser, which will not be unreasonably withheld;

(c) keep the Purchaser fully informed regarding the status of the regulatory applications described in this Section 6.02;

(d) promptly provide the Purchaser from time to time with information reasonably requested by the Purchaser regarding the assets, the investment performance of the assets, and the expenses charged to the assets in the Vendor Commingled Registered Pension Plans; and

(e) provide the Purchaser with copies of all documentation relating to the payments made from the Vendor Commingled Registered Pension Plans to the Transferred Employees from Commingled Plans, including pension election forms submitted to the Vendor or its agents by the Transferred Employees from Commingled Plans.

(7) If the applicable pension regulatory authority refuses to consent to the application of the Vendor described in this Section 6.02 with respect to any Vendor Commingled Registered Pension Plan, and takes the position that it will consent if a different amount is proposed to be transferred or if a certain assumption or method of calculation is used to determine the Pension Plan Transfer Amounts, the Vendor and the Purchaser will proceed on the basis necessary to obtain the consent of such regulatory authority.

(8) Subject to the transfer of the Pension Plan Transfer Amounts, the Purchaser assumes responsibility for the benefits accrued by the Transferred Employees from Commingled Plans under the Vendor Commingled Registered Pension Plans up to the Effective Time.

6.03 **Group Registered Retirement Savings Plan**

The Vendor hereby assigns to the Purchaser, and the Purchaser hereby assumes from the Vendor, as of and with effect from the Effective Time, all of the rights, obligations and liabilities of the Vendor with respect to the group registered retirement savings plan accounts that are provided by the Vendor (a) to the Non-Union Employees and Unionized Employees; and (b) to any other individuals who are members of the Stand-Alone Registered Pension Plans.

6.04 **Non-Registered Savings Plan Accounts**

The Vendor hereby assigns to the Purchaser, and the Purchaser hereby assumes from the Vendor, as of and with effect from the Effective Time, all of the rights, obligations and liabilities of the Vendor with respect to the non-registered savings plan accounts that are provided by the Vendor (a) to the Non-Union Employees and Unionized Employees; and (b) to any other individuals who are members of the Stand-Alone Registered Pension Plans.

6.05 **Supplemental Top Up Plans**

The Vendor hereby assigns to the Purchaser, and the Purchaser hereby assumes from the Vendor, as of and with effect from the Effective Time, all of the rights, obligations and liability of the Vendor regarding the entitlements of all Employees who become employed by the Purchaser effective the Effective Time, to supplemental, unregistered top-up pension payments. The Vendor will retain all of the rights, obligations and liabilities of the Vendor regarding the supplemental, unregistered top-up pension payment entitlements of individuals previously employed by the Vendor whose employment with the Vendor ceased prior to the Effective Time.

6.06 **Post-Retirement Health and Welfare Benefits**

The Vendor hereby assigns to the Purchaser, and the Purchaser hereby assumes from the Vendor, as of and with effect from the Effective Time, all of the rights, obligations and liability of the Vendor with respect to post-retirement health and welfare benefit entitlements of the members of the Stand-Alone Registered Pension Plans whose employment with the Vendor ceased prior to the Effective Time. With respect to Employees who become employed by the Purchaser effective the Effective Time, the Purchaser will, in the case of Unionized Employees, provide post-retirement health and welfare benefit entitlements as required by Section 5.02(2) and, in the case of the Non-Union Employees, provide post-retirement health and welfare benefit entitlements on the same terms and conditions which are in effect as of the Effective Time as required by Section 5.02(1).

6.07 **Long-Term Disability Liabilities**

The Vendor will be exclusively responsible for the cost and administration of all long-term disability income payments that become due either before or after the Closing Date to all individuals who were employed in the SnackCo Business and were in receipt of long-term disability income payments as at the Closing Date in respect of claims arising before the Closing Date, regardless of whether such individuals become employed by the Purchaser.

ARTICLE 7—CLOSING ARRANGEMENTS AND TERMINATION

7.01 **Closing**

The transactions contemplated by this Agreement will be completed at the Effective Time at the offices of McCarthy Tétrault LLP, Suite 5300, Toronto-Dominion Bank Tower, 66 Wellington Street West, Toronto, Ontario, Canada M5K 1E6.

7.02 **Survival**

The covenants of the Vendor and of the Purchaser set out in this Agreement will survive the completion of the sale and purchase of the Canadian Snack Assets herein provided for and, notwithstanding such completion, will continue in full force and effect for the benefit of the other party in accordance with the terms thereof.

7.03 **Termination**

This Agreement may be terminated by the written agreement of the Vendor and the Purchaser. This Agreement will terminate automatically, and without any further action or formality, upon the termination of the Separation Agreement in accordance with section 8.3 of the Separation Agreement.

ARTICLE 8—GENERAL

8.01 **Application of the Separation Agreement**

(1) Without limiting the generality of Section 8.01(2), the following provisions of the Separation Agreement are hereby incorporated into this Agreement by reference and, unless otherwise expressly specified herein, such provisions will apply to the Vendor and the Purchaser as if fully set forth in this Agreement, *mutatis, mutandis* :

(a) Section 2.2 (*Governmental Approvals and Consents; Transfers, Assignments and Assumptions Not Effected Prior to the Distribution*);

(b) Section 2.4 (*Novation of GroceryCo Liabilities*);

(c) Section 2.5 (*Novation of SnackCo Liabilities*);

(d) Section 4.1 (*Further Assurances*); and

(e) Article VIII (*Miscellaneous*), other than Section 8.2 (*Expenses*), Section 8.7 (*Interpretation*) and Section 8.10 (*Governing Law*) thereof.

(2) Except as expressly provided in the Separation Agreement, this Agreement or any other Ancillary Agreement, the Vendor acknowledges that it is a member of the GroceryCo Group and the Purchaser acknowledges that it is a member of the SnackCo Group and, in each case and as such, each of the Vendor and the Purchaser is subject to, and will observe, perform and be bound by, the provisions of the Separation Agreement and any other Ancillary Agreement that are expressly stated therein to apply, or that are otherwise required by the context thereof to apply, to the Vendor, the Purchaser or both. Without limiting the generality of the foregoing, each of the Vendor and the Purchaser acknowledges and agrees that it is subject to, and will observe, perform and be bound by, the following provisions of the Separation Agreement:

(a) Article IV (*Further Assurances; Additional Agreements*);

(b) Article V (*Mutual Releases; Indemnification*);

(c) Article VI (*Exchange of Information; Litigation Management; Confidentiality*); and

(d) subject to Section 8.03 of this Agreement, Article VII (*Dispute Resolution*).

(3) In this Section 8.01, unless the context otherwise requires, references to an “Article” or “Section” will mean Articles or Sections of the Separation Agreement, and references in the material incorporated herein by reference will be references to the Separation Agreement.

8.02 **Application of the Tax Sharing Agreement**

(1) Without limiting the generality of Section 8.02(2) or 8.02(3) of this Agreement, Section 4.04 (*Tax Benefits*) of the Tax Sharing Agreement is hereby incorporated into this Agreement by reference and, unless otherwise expressly specified herein, such provision will apply to the Vendor and the Purchaser as if fully set forth in this Agreement, *mutatis, mutandis* .

(2) Except as expressly provided in the Tax Sharing Agreement, this Agreement or any other Ancillary Agreement, the Vendor acknowledges that it is a member of the GroceryCo Post-Distribution Group and the Purchaser acknowledges that it is a member of the SnackCo Post-Distribution Group. As such, the Vendor and the Purchaser acknowledge that the Purchaser is entitled to the benefits of Sections 5.03(a) and 5.04 of the Tax Sharing Agreement as they relate to Canadian Transaction Taxes imposed on the Purchaser or for which the Purchaser is liable and the Vendor is entitled to the benefits of Sections 5.03(b) and 5.04 of the Tax Sharing Agreement as they relate to Canadian Transaction Taxes imposed on the Vendor or for which the Vendor is liable.

(3) Each of the Vendor and the Purchaser is subject to, and will observe, perform and be bound by, the provisions of the Tax Sharing Agreement that are expressly stated therein to apply, or that are otherwise required by the context thereof to apply, to the Vendor, the Purchaser or both. Without limiting the generality of the foregoing, each of the Vendor and the Purchaser acknowledges and agrees that it is subject to, and will observe, perform and be bound by, the following provisions of the Tax Sharing Agreement:

(a) Article VIII (*Tax Contests*), other than Section 8.02(b) (*Non-Canadian Transaction Tax Contests*) thereof and acknowledging that Section 8.02(c) (*Canadian Transaction Tax Contest*) applies between SnackCo and GroceryCo and not their Subsidiaries;

(b) Article IX (Payments), other than Section 9.03 (*Characterization of Payments*) thereof; and

(c) Article X (*Miscellaneous*), other than Section 10.11 (*Governing Law*) thereof and acknowledging that Section 10.01(d) (*Competent Authority Claims*) applies between SnackCo and GroceryCo and not their Subsidiaries.

(4) In this Section 8.02, unless the context otherwise requires, references to an "Article" or "Section" will mean Articles or Sections of the Tax Sharing Agreement, and references in the material incorporated herein by reference will be references to the Tax Sharing Agreement.

8.03 **Dispute Resolution**

Notwithstanding any provision to the contrary in article VII of the Separation Agreement, any Dispute that relates primarily or exclusively to this Agreement, or a breach thereof (a " **Canadian Dispute** "), will be resolved pursuant to the dispute resolutions provisions set forth in article VII of the Separation Agreement; provided, however, that the place of any arbitration commenced in connection therewith will be Toronto, Ontario. Notwithstanding the foregoing, in the event that a Dispute is commenced pursuant to article VII of the Separation Agreement that is substantially interconnected with or that depends substantially on the outcome of a then-pending Canadian Dispute, the Vendor and the Purchaser may, by written agreement, jointly elect to waive the provisions of this Section 8.03 and to discontinue such separate Canadian Dispute and, instead, to combine such Canadian Dispute with such other Dispute commenced pursuant to the Separation Agreement, and the place of any arbitration commenced in connection with such other Dispute will be New York City, New York.

8.04 **Notices**

In addition to the provisions of section 8.6 of the Separation Agreement (and section 10.08 of the Tax Sharing Agreement), any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient as follows:

To the Vendor:

Kraft Canada Inc.
95 Moatfield Drive
North York, Ontario M3B 3L6
Fax No.: (416) 441-5328
Attention : President

To the Purchaser:

Mondelez Canada Inc.
2660 Matheson Boulevard East
Mississauga, Ontario L4W 5M2
Fax No.:
Attention : President

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery or by electronic communication.

8.05 **Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario.

(*Signature Page Follows)*

IN WITNESS WHEREOF the parties have executed this Agreement.

MONDELEZ CANADA INC.

Per: /s/ Rosanne Angotti
Name: Rosanne Angotti
Title: President and Secretary

KRAFT CANADA INC.

Per: /s/ Kelly MacGregor
Name: Kelly MacGregor
Title: Assistant Secretary

Exhibit 10.2

MASTER PROFESSIONAL SERVICES AGREEMENT

BETWEEN

KRAFT FOODS GROUP, INC.,

AND

HP ENTERPRISE SERVICES, L.L.C.

As amended and restated pursuant to Amendment 90

KRAFT / HP CONFIDENTIAL

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (this " **MPSA** ") is entered into effective April 27, 2006 (the " **Effective Date** ") by and between Kraft Foods Group, Inc. (formerly, Kraft Foods Global, Inc.), having a principal place of business at Three Lakes Drive, Northfield, Illinois 60093 (" **Kraft** "), and HP Enterprise Services, L.L.C. a Delaware limited liability company, having a place of business at 5400 Legacy Drive, Plano, Texas 75024 (" **Supplier** ").

WHEREAS, Kraft and Supplier have engaged in extensive negotiations, discussions and due diligence that have culminated in the formation of the contractual relationship described in this Agreement; and

WHEREAS, Kraft desires to procure from Supplier, and Supplier desires to provide to Kraft and the Eligible Recipients, the information technology and other products and services described in this Agreement, on the terms and conditions specified herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Kraft and Supplier (collectively, the " **Parties** " and each, a " **Party** ") hereby agree as follows:

1. BACKGROUND AND OBJECTIVES

1.1 Performance and Management by Supplier.

Kraft desires that certain information technology and other functions and services presently performed and managed by or for Kraft and the Eligible Recipients, as each is described in this Agreement, be performed and managed by Supplier. Supplier has carefully reviewed Kraft's requirements, has performed all due diligence it deems necessary, and desires to perform and manage such information technology and other business processes and services for Kraft and the Eligible Recipients.

1.2 Goals and Objectives.

The Parties acknowledge and agree that the specific goals and objectives of the Parties in entering into this Agreement are to:

(1) Reduce Kraft infrastructure capital and operating expenses, both initially and over the Term of this Agreement, in accordance with this Agreement;

(2) Utilize enabling technologies to add value to Kraft's business processes;

(3) Continue to deliver year-on-year cost reductions;

(4) Design new capabilities and innovations to enable growth;

(5) Implement common processes and move toward an integrated enterprise-wide reporting system across Kraft;

(6) Provide committed levels of service quality that are consistent and harmonized across differentiating or core processes;

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

(7) Enhance the morale and career opportunities of displaced employees by transitioning Kraft information technology personnel to positions of opportunity with a first-tier provider of information technology services;

(8) Gain access to world class capabilities by contracting with a first tier Supplier that can attract the "best and brightest" individuals;

(9) Enhance the ability of Kraft and its affiliated companies to focus on their core businesses;

(10) Provide Kraft with a service structure that will enhance its ability to quickly and effectively adapt to changing business requirements and changes in the Kraft business environment;

(11) Standardize and reduce complexity in similar processes, taking into account relative advantages of cost and functionality;

(12) Institutionalize ongoing governance to ensure a new way of working is maintained with continuous improvement opportunities;

(13) Create the potential for sustainable long-term cost savings due to continuous improvement and reduction or spreading of fixed costs over a multi-year period;

(14) Enhance Kraft's ability to manage its business to predictable costs;

(15) Provide a contract structure that will minimize the occurrence of true-ups after the Effective Date that would result in unplanned changes in the Services, Service performance, pricing or to other costs to Kraft;

(16) Leverage the Supplier's scale in the procurement of goods and services associated with the agreement;

(17) Minimize and/or eliminate Third Party Contract breakage penalties and costs;

(18) Provide the information required to support Kraft's internal chargeback and support Kraft's management of individual services and cost; and

(19) Obtain access to best practices in the area of information technology business processes and services.

1.3 Interpretation.

The provisions of this **Article 1** are intended to be a general introduction to this Agreement and are not intended to expand the scope of the Parties' obligations or alter the plain meaning of this Agreement's terms and conditions, as set forth hereinafter. However, to the extent the terms and conditions of this Agreement are unclear or ambiguous, such terms and conditions are to be construed so as to be consistent with the background and objectives set forth in this **Article 1** .

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

1.4 Effectiveness .

The Parties' obligations and responsibilities under this Agreement with respect to Services shall commence as of the "GroceryCo Start Date" as defined in that certain Amendment No. 90 to the Legacy Agreement (the " **Spin-Off Amendment** "), as determined pursuant to **Section F** of such Spin-Off Amendment (including with respect to all Companion Agreements in effect for the Snack Business as of the Start Date under this Agreement).

1.5 Commencement of Services Under this Agreement .

Supplier shall provide the Services set forth in this Agreement from and after the GroceryCo Start Date. Supplement A to this Agreement which sets forth the hosting Services to be provided under this Agreement for Kraft shall also become effective as of the Grocery Start Date. For the avoidance of doubt, the term stated in any Supplement each shall continue without change (e.g., the Term of a novated Supplement will not "reset" upon the GroceryCo Start Date).

2. DEFINITIONS AND DOCUMENTS

2.1 Definitions.

The terms used with initial capital letters in this Agreement shall have the meanings ascribed to them in **Schedule 1** .

2.2 Other Terms.

The terms defined in this Article include the plural as well as the singular and the derivatives of such terms. Unless otherwise expressly stated, the words " **herein** ," " **hereof** ," and " **hereunder** " and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection or other subdivision. Article, Section and Subsection references refer to articles, sections and subsections of this Agreement. The words " **include** " and " **including** " shall not be construed as terms of limitation. The words " **day** ," " **month** ," and " **year** " mean, respectively, calendar day, calendar month and calendar year. As stated in **Section 21.3** , the word " **notice** " and " **notification** " and their derivatives shall mean notice or notification in writing. Other terms used in this Agreement are defined in the context in which they are used and shall have the meanings there indicated.

2.3 Framework Approach.

2.3.1 Framework Agreement. The body of this agreement (i.e., the introductory paragraph through **Article 21**) and all schedules, attachments and exhibits hereto (the " **Framework Agreement** ") sets forth terms and conditions pursuant to which the Parties may enter into supplementary agreements for the provision of Services.

2.3.2 Supplements and Work Orders. To the extent the Parties desire to enter into an agreement for Supplier to perform Services, the Parties shall execute a supplement to this Framework Agreement, a form for which is set forth in **Exhibit 2** . Each supplement, together with any schedules, attachments or exhibits thereto and amendments of any of the foregoing, shall be referred to as a " **Supplement** ". After execution of a Supplement, the Parties may modify the scope or nature of the Services to be provided under such Supplement by executing an amendment referring to such Supplement. Supplements and amendments thereto are not binding on the Parties until fully executed by authorized representatives of each Party.

2.3.3 Relationship of the Framework Agreement and Supplements . For purposes of determining the rights and obligations under a Supplement, the term "Agreement" means, collectively, the Framework Agreement and the Supplements. For all other purposes, the term "Agreement" shall

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

mean collectively, the MPSA, the Framework Agreement, and the Supplements. All of the terms and conditions of this Framework Agreement shall be deemed to be incorporated into each Supplement unless otherwise provided in a particular Supplement or unless, given the context of a particular term or condition, the term or condition is clearly inapplicable to such Supplement. For example, if this Framework Agreement contains a term regarding Service Levels, and a particular Supplement does not contain Service Levels, such term would not apply to such Supplement. The terms and conditions of a particular Supplement (including incorporated Framework Agreement terms and conditions as such may have been modified for such Supplement), apply only to such Supplement unless otherwise expressly provided. Thus, for example, a pricing term in **Supplement 1** will not apply to **Supplement 2** unless otherwise expressly agreed. However, information in a Schedule to the Framework Agreement, for example, **Schedule 8**, will apply to all Supplements.

2.3.4 References to a Schedule, Attachment, Exhibit or Appendix includes all subparts of such documents. For example, a reference to **Schedule 2.6** will be deemed to include reference to **Attachments 2.6-A**, **2.6-B**, and **2.6-C** to **Schedule 2.6**.

2.4 Companion Agreements.

2.4.1 **Operation.** The Parties will enter into one or more companion agreements to this Agreement between Eligible Recipients outside of the United States and corresponding Supplier Affiliates in those same countries for the purpose of memorializing the implementation of this Agreement with respect to such Eligible Recipients, compliance with Laws applicable to such Eligible Recipients or otherwise to effect the intent of the Parties under this Agreement with respect to such Eligible Recipients (each, a "**Companion Agreement**"). All references to this Agreement include all Companion Agreements. Each Companion Agreement will be in form of **Exhibit 1**, unless otherwise agreed by the Parties. Kraft and Supplier agree that the execution of Companion Agreements shall in no way limit or reduce the obligations of either Party under this Agreement, including with respect to the provision of Services to any Eligible Recipient, except (i) for provisions in a particular Companion Agreement that are expressly acknowledged to be an amendment to this Agreement for purposes of such Companion Agreement, or (ii) as required by applicable local law.

2.4.2 **Enforcement.** Kraft and Supplier acknowledge and agree that with respect to each Companion Agreement, Kraft shall be fully responsible and liable for all obligations of the applicable Eligible Recipient, and Supplier shall be fully responsible and liable for all obligations of itself or any Supplier Affiliate or Subcontractor, as may be applicable. Kraft shall have the right to enforce this Agreement (including the terms of all Companion Agreements) on behalf of each Eligible Recipient that enters into a Companion Agreement, and to assert all rights and exercise and receive the benefits of all remedies (including monetary damages) of each such Eligible Recipient, to the same extent as if Kraft were such Eligible Recipient, subject to the limitations of liability applicable under this Agreement. Supplier shall have the right to enforce this Agreement (including the terms of all Companion Agreements) on behalf of each Affiliate or Subcontractor that enters into a Companion Agreement, and to assert all rights and exercise and receive the benefits of all remedies (including monetary damages) of each such Affiliate or Subcontractor hereunder, to the same extent as if Supplier were such Affiliate or Subcontractor, subject to the limitations of liability applicable under this Agreement. Notwithstanding anything to the contrary in any Companion Agreement, any and all disputes arising under or relating to any Companion Agreement shall be subject to the provisions of **Article 19**, and under no circumstances shall

Kraft or any Eligible Recipient, on the one hand, or Supplier or any Supplier Affiliate or Subcontractor, on the other hand, bring or attempt to bring any claim or other action arising under or relating to any Companion Agreement or this Agreement in any jurisdiction except as provided in **Article 19** . Any amendment, variation or modification to this Agreement will be binding upon each Supplier Affiliate and each Kraft Affiliate to the extent that the provisions of this Agreement apply (expressly or by implication) to the business arrangements entered into by those parties pursuant to the Companion Agreement, whether such Companion Agreement was entered into before or after the said amendment, variation or modification came into effect.

2.5 Associated Contract Documents.

This Agreement includes each of the following Schedules and Exhibits, all of which are attached to this Agreement and incorporated into this Agreement by this reference. Unless otherwise expressly stated, references to specific Schedules include all numbered subsidiary Schedules (e.g . , references to **Schedule 1** mean, collectively, **Schedule 1** and **Schedule 1.1** , and references to **Schedule 2** mean, collectively, **Schedules 2.1 , 2.2 , 2.3 , 2.4 , and 2.5**).

1	Definitions
1.1	Common Terms and Acronyms
5.4	Key Supplier Personnel
6	Governance
7	Kraft Sites
7.1	Kraft Facilities
8	Technical Architecture and Standards
10	Kraft Provided Equipment
11.1	Kraft Software
12.1	Kraft Third Party Contracts
12.3	Transitioned Third Party Contracts
17.1	Data Security
17.2	Physical Security
17.3	Kraft Rules
17.4	Kraft Internal Controls
17.5	Kraft Labor Policies
18	Network Services Demarcation
19	Subcontractors
21.1	Policies and Procedures Manual Content
23	Termination Assistance Services
24.1	Direct Kraft Competitors
24.2	Direct Supplier Competitors
25	Approved Benchmarkers
27	Global Personal Data Protection Principles

Exhibit 1	Form of Companion Agreement
Exhibit 2	Form of Supplement
Exhibit 3	Form of Non-Disclosure Agreement
Exhibit 4	Form of Invoice
Exhibit 5	Form Source Code Escrow Agreement

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

3. TERM

3.1 Initial Term and Supplement Term.

Unless otherwise terminated as set forth in **Article 20** , this Agreement shall remain in effect from the Effective Date until the second anniversary of the first date on which no Supplement is then in effect between the Parties, and the term for each Supplement (each, a " **Term** " with respect to such Supplement) shall be as set forth therein, unless such Supplement is terminated earlier in accordance with this Agreement.

3.2 Extension.

Supplier shall offer to Kraft complete terms and conditions for renewal of this Agreement, including pricing, at least 12 months prior to any scheduled expiration of the Term. If Kraft desires to renew the applicable Supplement after the corresponding initial Term, Kraft will notify Supplier at least 180 days prior to the scheduled expiration date. If the Parties are unable to reach agreement and execute such renewal at least 30 days prior to the scheduled expiration of the Term, then Kraft, at its sole option, may extend such Term for up to [* * *] extension periods of up to [* * *] each, on the terms and conditions then set forth in the applicable Supplement, including applicable pricing and price adjustments specified therein. Unless otherwise agreed by the Parties in writing, no Termination Charges shall be applicable to any termination on or after the expiration of the initial term of the applicable Supplement, unless, during any such extension period, it becomes necessary for Supplier to enter into new commitments (such as refresh of equipment, in order to provide the Services or meet the Service Levels), in which case Termination Charges may be payable with regard to such commitments, provided that Supplier notifies Kraft in advance of such commitments and the associated costs and obtains Kraft's prior approval thereof, which approval will not be unreasonably withheld.

4. SERVICES

4.1 Overview.

4.1.1 **Services.** Supplier shall provide the Services to Kraft, and, upon Kraft's request, to Eligible Recipients and Authorized Users designated by Kraft, including for all Kraft Sites, subject to the initial delay in the start date for Services to be provided in Deferred Countries. The Services shall consist of the following, as they may evolve during the Term of this Agreement or be supplemented, enhanced, modified or replaced:

4.1.1.1 The services, functions, processes and responsibilities described in this Agreement and the applicable Supplements, which include the Technological Evolution and the following:

4.1.1.1.1 the Services described in the applicable Supplement.

4.1.1.1.2 the Transition Services, as described in **Section 4.2** and the applicable Supplement;

4.1.1.1.3 the Transformation Services, as described in **Section 4.3** and the applicable Supplement; and

4.1.1.1.4 the Termination Assistance Services, as described in **Section 4.4** and **Schedule 23** .

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

4.1.1.2 The following additional services, functions, processes and responsibilities, even if not specifically described in this Agreement, so long as they are related to the services, functions, processes and responsibilities described in **Section 4.1.1.1** above (provided that, in the event of a direct conflict between the applicable Supplement and the scope of services, functions and responsibilities described in this **Section 4.1.1.2** , this **Section 4.1.1.2** shall not be construed as altering and/or superseding the applicable Supplement):

4.1.1.2.1 for services, functions and responsibilities related to those in the applicable Supplement performed by Supplier for Kraft prior to the Commencement Date, the services, functions and responsibilities other than Projects performed by Supplier for the Snack Business during the 12 months preceding the Commencement Date and not (a) excluded from this Agreement by a specific change to the applicable Supplement or (b) discontinued pursuant to an affirmative decision by Kraft as reflected in a Kraft writing to discontinue such service, function or responsibility;

4.1.1.2.2 for services, functions and responsibilities not performed by Supplier for Kraft prior to the Commencement Date, unless otherwise expressly specified in the applicable Supplement, the services, functions, processes and responsibilities related to the activities described in the applicable Supplement that were performed by Kraft Personnel in the [* * *] months preceding the Commencement Date (or for Services to be performed in the Deferred Countries such later date as determined in accordance with this Agreement), and not discontinued during such [* * *] month period so that such discontinued services are not being performed on a recurring basis as of the Commencement Date, by Kraft Personnel who were displaced or whose functions were displaced as a result of this Agreement, including all Affected Personnel (including, for the avoidance of doubt, those services, functions and responsibilities performed by Directed Employees); and

4.1.1.2.3 where a detailed Kraft Base Case is attached to the applicable Supplement, the services, functions, processes and responsibilities reflected in those categories of the Kraft Base Case that Supplier is assuming pursuant to this Agreement.

4.1.2 **Included Services.** If any services, functions or responsibilities not specifically described in this Agreement are an inherent, necessary or customary part of the Services or are required for proper performance or provision of the Services in accordance with this Agreement, they shall be deemed to be included within the scope of the Services to be delivered for the Charges, as if such services, functions or responsibilities were specifically described in this Agreement.

4.1.3 **Commencement of Services.** Supplier shall commence providing the Services as follows:

4.1.3.1 in the case of the Transition Services and the Transformation Services, on the date stated in the Transition Plan or Transformation Plan of the applicable Supplement, respectively;

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

4.1.3.2 in the case of the Services described in the applicable Supplement, at 12:00:01 a.m., United States Central Time on the Commencement Date (or at such later time as Kraft may specify);

4.1.3.3 in the case of Services comprising Projects, New Services and Termination Assistance Services, on the date determined in accordance with this Agreement or the applicable Supplement; and

4.1.3.4 the value add Services provided pursuant to the applicable Supplement.

4.1.4 **Required Resources.** Except as otherwise expressly provided in the applicable Supplement or this Agreement, Supplier shall be responsible for providing the facilities, personnel, Equipment, Software, technical knowledge, expertise and other resources necessary to provide the Services.

4.1.5 **Supplier Responsibility.** Supplier shall be responsible for the provision of the Services in accordance with this Agreement even if, by written agreement of the Parties, such Services are actually performed or dependent upon services performed by (i) Subcontractors, (ii) subject to **Section 10.2** , non-Supplier Personnel, including Kraft employees, or (iii) subject to **Section 6.6** , Managed Third Parties.

4.2 **Transition Services.**

This **Section 4.2** shall only apply if a Supplement specifically refers to Transition Services in its Services description.

4.2.1 **Transition.** During the Transition Period, Supplier shall perform the Transition Services and provide the deliverables described in the Transition Plan, which will be attached to the applicable Supplement. If any services, functions or responsibilities not specifically described in the Transition Plan are an inherent, necessary or customary part of the Transition Services or are required for the proper performance of the Transition Services in accordance with this Agreement, they shall be deemed to be included within the scope of the Transition Services to be delivered for the transition charges, as if such services, functions or responsibilities were specifically described in the Transition Plan. During the Transition Period, Kraft will perform those tasks which are designated to be Kraft's responsibility in the Transition Plan, provided that, Kraft shall not be obligated to perform any tasks during the Transition Period that are not set forth in such Transition Plan, other than any services, functions or responsibilities that are an inherent, necessary or a customary part of the designated tasks. Unless otherwise agreed, Kraft shall not incur any charges, fees or expenses payable to Supplier or third parties in connection with the Transition Services, other than those charges, fees and expenses specified in the applicable Supplement and those incurred by Kraft in connection with its performance of tasks designated in the Transition Plan as Kraft's responsibility. During the Transition Period, Supplier shall confer with Kraft regarding the Deferred Countries and the timetable for Supplier's assumption of responsibility for the Services originating from such Deferred Countries. In addition, after the Commencement Date and until Supplier's assumption of responsibility therefor, Supplier shall cooperate and coordinate with Kraft's management of the services originating from such Deferred Countries so as to coordinate such Services with the Services provided by Supplier during such period.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

4.2.2 **Initial Transition Plan** . The initial Transition Plan will be attached to the applicable Supplement. During the 30 days immediately following the Effective Date, Supplier shall prepare and deliver to Kraft a detailed Transition Plan for Kraft's review, comment and approval. The proposed detailed Transition Plan shall describe in greater detail the specific transition activities to be performed by Supplier, but, unless otherwise agreed by Kraft, shall be consistent in all respects with the initial Transition Plan, including the activities, deliverables, Transition Milestones and Deliverable Credits described therein and in the applicable Supplement. Supplier shall address and resolve any questions or concerns Kraft may have as to any aspect of the proposed detailed Transition Plan and incorporate any modifications, additions or deletions to such Transition Plan requested by Kraft, to the extent such modifications, additions or deletions are not inconsistent with the Transition Plan set forth in the applicable Supplement. If approved by Kraft, or if Kraft fails within ten business days of receipt of the Transition Plan to provide any comments and Supplier provides Kraft with notice thereof and an additional seven days to provide comments, the detailed Transition Plan shall be appended to and incorporated in the applicable Supplement.

4.2.3 **Transition Plan** . The detailed Transition Plan shall identify, among other things, (i) the transition activities to be performed by Supplier and the significant components and subcomponents of each such activity for each Eligible Recipient, (ii) the deliverables to be completed by Supplier, (iii) the date(s) by which each such activity or deliverable is to be completed (the " **Transition Milestones** "), (iv) Supplier's plans for the hiring and retention of Transitioned Employees, (v) a process and set of standards acceptable to Kraft to which Supplier will adhere in the performance of the Transition Services and that will enable Kraft to determine whether Supplier has successfully completed the transition and the activities and deliverables associated with each Transition Milestone, including measurable success criteria by each Tower that Supplier must meet before transitioning the work any further, (vi) a process for Kraft to delay all or any part of the transition if Kraft determines that any part of the transition poses a risk or hazard to Kraft's or an Eligible Recipient's business interests (without any increase in Supplier's Charges to the extent Kraft's determination is based on Supplier's failure to perform satisfactorily its transition obligations), (vii) the contingency or risk mitigation strategies to be employed by Supplier in the event of disruption or delay, (viii) any transition responsibilities to be performed or transition resources to be provided by Kraft or the Eligible Recipients and (ix) a detailed work plan identifying the specific transition activities to be performed by Supplier Personnel (at the individual or team level, as appropriate) on a weekly basis during the Transition Period. The Transition Plan also shall identify any related documents contemplated by the applicable Supplement and/or required to effectuate the transition to be executed by the Parties.

4.2.4 **Performance** . Supplier shall perform the Transition Services described in the Transition Plan in accordance with the timetable and the Transition Milestones set forth in the Transition Plan. Supplier shall provide all cooperation and assistance reasonably required or requested by Kraft in connection with Kraft's evaluation or testing of the deliverables set forth in the Transition Plan. Supplier shall perform the Transition Services in a manner that will not (i) disrupt or have an unnecessary adverse impact on the business or operations of Kraft or the Eligible Recipients, (ii) degrade the Services then being received by Kraft or the Eligible Recipients, or (iii) disrupt or interfere with the ability of Kraft or the Eligible Recipients to obtain the full benefit of the Services, except as may be otherwise provided in the Transition Plan. Prior to undertaking any transition activity, Supplier shall discuss with Kraft all known Kraft-specific material risks and shall not proceed with such activity until Kraft is reasonably satisfied with the plans with regard to such risks (provided that, neither Supplier's disclosure of any such risks to Kraft, nor Kraft's acquiescence in Supplier's plans, shall operate or be construed as limiting Supplier's responsibilities under this Agreement). Supplier shall identify and resolve, with Kraft's

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

reasonable assistance, any problems that may impede or delay the timely completion of each task in the Transition Plan that is Supplier's responsibility and shall use commercially reasonable efforts to assist Kraft with the resolution of any problems that may impede or delay the timely completion of each task in the Transition Plan that is Kraft's responsibility.

4.2.5 **Reports** . Supplier shall meet at least weekly with Kraft to report on its progress in performing its responsibilities and meeting the timetable set forth in the Transition Plan. Supplier also shall provide written reports to Kraft at least weekly regarding such matters, and shall provide oral reports more frequently if reasonably requested by Kraft. Promptly upon receiving any information indicating that Supplier may not perform its responsibilities or meet the timetable or Transition Milestones set forth in the Transition Plan, Supplier shall notify Kraft in writing of material delays and shall identify for Kraft's consideration and reasonable approval specific measures to address such delay and mitigate the risks associated therewith.

4.2.6 **Suspension or Delay of Transition Activities** . Kraft reserves the right, in its sole discretion and subject to Change Control Procedures, to suspend or delay the performance of the Transition Services and/or the transition of all or any part of the Services. If Kraft elects to exercise this right and Kraft's decision is based, at least in material part, on reasonable concerns about Supplier's ability to perform the Services or Supplier's failure to perform its obligations under this Agreement, Kraft shall not incur any additional Charges or reimbursable expenses in connection with such decision. If Kraft's decision is not based in material part on reasonable concerns about Supplier's ability to perform the Services or Supplier's failure to perform its obligations under this Agreement, Kraft shall reimburse Supplier for any additional costs reasonably incurred by Supplier as a result of such decision, but only to the extent Supplier notifies Kraft in advance of such costs, obtains Kraft's approval prior to incurring such costs, and uses commercially reasonable efforts to minimize such costs. The Parties acknowledge that the Transition Milestones and any Service or Service Levels directly dependent upon achieving those Milestones may be equitably adjusted as a result of Kraft's decision to delay the performance of the Transition Services and/or the transition of all or any part of the Services.

4.2.7 **Failure to Meet Transition Milestones** . The Parties acknowledge and agree that the Transition Plan specifies various Transition Milestones by which Transition activities and/or deliverables are to be completed. Supplier recognizes that its failure to meet the Transition Milestones may have a material adverse impact on the business and operations of Kraft and the Eligible Recipients and that the damages resulting from Supplier's failure to meet such Transition Milestones are not capable of precise determination. Accordingly, if Supplier fails to meet a Transition Milestone, then, in addition to any other remedies available to Kraft under this Agreement, at law, or in equity, and subject to any exceptions to meeting Service Levels or Transition Milestones set forth in the applicable Supplement, Supplier shall be subject to the imposition of the Deliverable Credits specified in the applicable Supplement for such Transition Milestone, as compensation for Kraft's damages and not as a penalty. If Kraft recovers other monetary damages from Supplier as a result of Supplier's failure to meet one or more Transition Milestones, Supplier shall be entitled to set off against such damages any Deliverable Credits paid for the failures giving rise to such recovery. Neither the transition nor the activities and deliverables associated with individual Transition Milestones shall be deemed complete until the Parties have mutually determined that Supplier has successfully completed them in accordance with the process and standards identified in the Transition Plan.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

4.2.8 **Termination for Cause** . Notwithstanding the foregoing, Kraft may terminate this Agreement for cause if (i) Supplier fails to comply with its obligations with respect to the provision of Transition Services and such failure causes or will cause a material disruption to or otherwise has or will have a material adverse impact on the operations or businesses of Kraft or the Eligible Recipients, and, in the case of a failure that will have a material adverse impact that has not yet occurred, Supplier fails to cure such failure within 15 days after its receipt of notice of such failure or, in the case of a failure that has caused a material adverse impact, Supplier fails to cure such failure within 5 days after its receipt of notice of such failure, (ii) Supplier materially breaches its obligations with respect to the provision of Transition Services and fails to cure such breach within 15 days after its receipt of notice, or (iii) Supplier fails to meet a Transition Milestone and such failure constitutes a material breach of the applicable Supplement and Supplier fails to cure such breach within 15 days after its receipt of notice. In addition, unless otherwise agreed, if Supplier fails to meet the Transition Milestone for the completion of the transition of all Services to Supplier by more than 45 days, Kraft may terminate this Agreement for cause without requirement of notice or opportunity to cure. In all such events, subject to **Section 18.3** , Kraft may recover the damages suffered by Kraft or the Eligible Recipients in connection with such a termination, provided that, if such termination is based on Supplier's failure to meet a Transition Milestone, Supplier shall be entitled to set off against such damages any Deliverable Credits Supplier has paid for the failure to meet such Transition Milestone.

4.3 **Transformation Services.**

This **Section 4.3** shall only apply if a Supplement specifically refers to Transformation Services in its Services description.

4.3.1 **Transformation** . Without limiting any of Supplier's other obligations hereunder with respect to Technological Evolution, Supplier shall perform the transformational activities and implement the technology and other changes described in the Transformation Plan described in the applicable Supplement. If any services, functions or responsibilities not specifically described in the Transformation Plan are an inherent, necessary or customary part of the Transformation Services or are required for proper performance or provision of the Transformation Services or the completion of the changes described in the Transformation Plan in accordance with this Agreement, they shall be deemed to be included within the scope of the Transformation Services to be delivered without additional charge, as if such services, functions or responsibilities were specifically described in the Transformation Plan. Kraft will perform those tasks which are designated to be Kraft's responsibility in the Transformation Plan, and any services, functions or responsibilities that are an inherent, necessary or a customary part of the designated tasks. Unless otherwise agreed in writing, Kraft shall not incur any charges, fees or expenses payable to Supplier in connection with the transformation, other than those charges, fees and expenses specified in the applicable Supplement and those incurred by Kraft. At Supplier's request or as specified in the Transformation Plan, Kraft shall provide reasonable cooperation to Supplier in connection with its performance of the Transformation Services.

4.3.2 **Transformation Plan** . The initial Transformation Plan will be described in the applicable Supplement.

4.3.3 **Contents of Transformation Plan** . The Transformation Plan shall identify, among other things, (i) the transformational activities to be performed by the Supplier and the changes in technology and business processes to be implemented by Supplier, (ii) the date(s) by which each such activity

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

or implementation is to be completed (" **Transformation Milestones** "), (iii) a process and set of standards acceptable to Kraft to which Supplier will adhere in the performance of the transformation and that will enable Kraft to determine whether Supplier has successfully completed the transformation and the activities and deliverables associated with each Transformation Milestone, including measurable success criteria by each Tower that Supplier must meet before transforming the work any further, (iv) providing a process for Kraft to delay Supplier from proceeding with any part of the transformation, either current or future plans, or altering the timing for implementation of parts of the transformation without any increase in Supplier's Charges, if Kraft reasonably determines that any part of the transformation poses a risk or hazard to Kraft's or an Eligible Recipient's business interests, (v) the contingency or risk mitigation strategies to be employed by Supplier in the event of disruption or delay, and (vi) any transformational activities to be performed by Kraft or the Eligible Recipients (provided that Kraft and the Eligible Recipients shall not be obligated to perform any transformational activities that are not specifically contemplated by this Agreement and expressly set forth in the Transformation Plan).

4.3.4 **Implementation Plan** . Within 45 days after the Commencement Date, and thereafter at least 30 days before the end of each calendar year during the Term, Supplier shall deliver to Kraft for Kraft's review, comment and approval a detailed plan for the implementation of the activities required for the implementation of the Transformation Plan for the succeeding calendar year. In addition, until implementation of the Transformation Plan is completed, Supplier shall deliver to Kraft, at least 30 days before the end of each calendar quarter, a detailed plan, consistent with the annual plan, for the implementation of transformational activities related to the Transformation Plan that will be taking place during the succeeding quarter, for Kraft's review, comment and approval. Such implementation plan shall be based on and consistent with the initial Transformation Plan set forth in the applicable Supplement, and shall identify each transformational activity to be performed by Supplier Personnel, and the acceptance testing and review process for the changes being implemented. If approved by Kraft, each such plan for each calendar year shall become a part of the Transformation Plan and be incorporated in the applicable Supplement. In addition, Supplier may propose an update of the overall Transformation Plan in the applicable Supplement at the time it submits its annual implementation plan, which update shall be subject to Kraft's review, comment, and approval. The implementation plans described above are in addition to and separate from the annual Technology Plan described in **Section 9.5.5** , though Supplier's update to the Transformation Plan may arise from changes contemplated by the Technology Plan.

4.3.5 **Performance** . Supplier shall perform the Transformation Services and implement the Transformation Plan in accordance with the timetable and Transformation Milestones set forth in the Transformation Plan, and Kraft shall reasonably cooperate with Supplier to assist Supplier in implementing the Transformation Plan. Supplier shall provide all cooperation and assistance reasonably required or requested by Kraft in connection with Kraft's evaluation or testing of the deliverables resulting from implementation of the Transformation Plan. Supplier shall implement the Transformation Plan in a manner that will not (i) disrupt or have an unnecessary adverse impact on the business or operations of Kraft or the Eligible Recipients, (ii) degrade the Services then being received by them, or (iii) interfere with their ability to obtain the full benefit of the Services, except as may be otherwise provided in the Transformation Plan. Prior to undertaking any transformation activity, Supplier shall discuss with Kraft all known Kraft-specific material risks and shall not proceed with such activity until Kraft is reasonably satisfied with the plans with regard to such risks (provided that neither Supplier's disclosure of any such risks to Kraft

nor Kraft's acquiescence in Supplier's plans shall operate or be construed as limiting Supplier's responsibilities under this Agreement). Supplier shall identify and resolve, with Kraft's reasonable assistance, any problems that may impede or delay the timely completion of any phase of the Transformation Plan.

4.3.6 Failure to Meet Transformation Milestones .

4.3.6.1 The Parties acknowledge and agree that the Transformation Plan specifies various Transformation Milestones by which transformational activities and/or deliverables are to be completed. Supplier recognizes that its failure to meet the Transformation Milestones may have a material adverse impact on the business and operations of Kraft and the Eligible Recipients and that the damages resulting from Supplier's failure to meet such Transformation Milestones are not capable of precise determination. Accordingly, if Supplier fails to meet a Transformation Milestone, then, in addition to any other remedies available to Kraft under this Agreement, at law, or in equity, and subject to any exceptions to meeting Service Levels or Transformation Milestones set forth in the applicable Supplement, Supplier shall be subject to the imposition of Deliverable Credits specified in the applicable Supplement for such Transformation Milestone, as compensation for Kraft's damages and not as a penalty. If Kraft recovers other monetary damages from Supplier as a result of Supplier's failure to meet one or more Transformation Milestones, Supplier shall be entitled to set off against such damages any Deliverable Credits paid for the failures giving rise to such recovery.

4.3.6.2 Neither the transformation nor the activities and deliverables associated with individual Transformation Milestones shall be deemed complete until the Parties have mutually determined that Supplier has successfully completed them in accordance with the process and standards identified in the Transformation Plan.

4.4 Termination Assistance Services.

4.4.1 Availability . As part of the Services, and for the Charges set forth in **Section 4.4.2.8** and the applicable Supplement, Supplier shall provide to Kraft, the Eligible Recipients and/or their designee(s) the Termination Assistance Services described in **Section 4.4.2** and **Schedule 23** and any termination assistance services described in the applicable Supplement. Any Termination Assistance Services provided in connection with the expiration or termination of a Supplement shall apply with respect to the Services and associated personnel, Software, Equipment, contracts, Facilities and other resources associated with the discontinued Services.

4.4.1.1 **Period of Provision** . Supplier shall provide such Termination Assistance Services to Kraft and the Eligible Recipients, or their designee(s) (i) with reasonable prior written notice given the nature of the tasks being requested, with such services commencing on the date specified in the notice, which may be up to six months prior to the expiration of the Term or on such earlier date as Kraft may reasonably request given the nature of the tasks being requested, and continuing for the period of time requested by Kraft in its notice to Supplier, which may be up to 12 months following the effective date of the expiration of the Term (as such Term may be extended pursuant to **Section 3.2**), (ii) commencing upon any notice of termination (including notice based upon breach

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

or default by Kraft, breach or default by Supplier, or termination in whole or in part for convenience by Kraft) of the Term with respect to all or any part of the Services, and continuing for the period of time requested by Kraft in its notice to Supplier, which may be up to 12 months following the effective date of such termination of all or part of the Services, or (iii) commencing upon notice of termination of all or part of the Services to an Eligible Recipient no longer Controlled by Kraft and continuing for the period of time requested by Kraft in its notice to Supplier, which may be up to 12 months following the effective date of such termination.

4.4.1.2 **Extension of Termination Assistance Services** . Kraft may elect, upon 30 days' prior notice, to extend the effective date of any expiration/termination of all or part of the Termination Assistance Services, in its sole discretion, provided that the total of all such extensions will not exceed 180 days following the originally specified effective date without Supplier's prior written consent. If Kraft provides less than 30 days' prior notice of an extension, Supplier shall nonetheless use commercially reasonable efforts to comply with Kraft's request and provide the requested Services and/or Termination Assistance Services.

4.4.1.3 **Extension of Other Services** . As part of the Termination Assistance Services, for a period of 12 months following the expiration or termination date, Supplier shall provide to the Eligible Recipient(s), under the terms and conditions of this Agreement, at Kraft's request in a written notice provided to Supplier at least 60 days in advance of such expiration or termination date, any or all of the Services being performed by Supplier prior to the expiration or termination date, including those Services described in **Article 4** and the applicable Supplement; provided that Kraft may extend the period for the provision of such Services for up to an additional 180 days in accordance with **Section 4.4.1.2** . To the extent Kraft requests such Services, Kraft will pay Supplier the Charges specified in the applicable Supplement that Kraft would have been obligated to pay Supplier for such Services if this Agreement had not yet expired or been terminated. To the extent Kraft requests a portion (but not all) of the Services included in a particular Charge, the amount to be paid by Kraft will be equitably adjusted by the amount attributable to the portion of the Services that Supplier will not be providing or performing.

4.4.1.4 **Firm Commitment** . Supplier shall provide Termination Assistance Services to Kraft and the Eligible Recipients, or their designee(s) regardless of the reason for the expiration or termination of the Term; provided, if this Agreement is terminated by Supplier under **Section 20.1.2** for failure to pay undisputed amounts, Supplier may require payment by Kraft in advance for Termination Assistance Services to be provided or performed under this **Section 4.4** . At Kraft's request, Supplier shall provide Termination Assistance Services directly to an Eligible Recipient or an Entity acquiring Control of an Eligible Recipient; provided that, unless otherwise agreed by the Parties, all such Termination Assistance Services shall be performed subject to and in accordance with the terms and conditions of this Agreement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

4.4.1.5 **Performance** . All such Termination Assistance Services shall be provided subject to and in accordance with the terms and conditions of this Agreement. Supplier shall perform the Termination Assistance Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it provided and was required to provide with respect to the same or similar Services during the Term. The quality and level of performance of the Termination Assistance Services provided by Supplier following the expiration or termination of the Term as to all or part of the Services or Supplier's receipt of a notice of termination or non-renewal shall continue to meet or exceed the Service Levels and shall not be degraded or deficient in any respect. Accordingly, Service Level Credits may still be assessed for failure to meet Service Levels during the period Termination Assistance Services are provided. Supplier Personnel (including all Key Supplier Personnel) reasonably considered by Kraft to be critical to the performance of the Services and Termination Assistance Services that are performing or overseeing Services Kraft has requested Supplier to continue performing shall be retained on the Kraft account through the completion of the Services, including Termination Assistance Services, they are performing. If Kraft requests Supplier to perform less than all of the Services as part of the Termination Assistance Services, and at such time Supplier can reasonably demonstrate that the Service Levels for the remaining Services will be negatively impacted due to the partial termination of a Tower or the termination of any Services within the Cross Functional Services Tower, then the Parties agree to work together to adjust the Service Levels and the Service Level Credits accordingly.

4.4.2 **Scope of Termination Assistance Service.** As part of the Termination Assistance Services, Supplier will timely transfer the control and responsibility for all Services previously performed by or for Supplier to Kraft, the Eligible Recipients and/or their designee(s) by the execution of any documents reasonably necessary to effect such transfers. Additionally, Supplier shall provide any and all reasonable assistance requested by Kraft to allow, among other things:

(a) the Systems and processes associated with the Services to operate efficiently;

(b) the Services to continue with as little interruption or adverse effect as is reasonable under the circumstances; it being understood that Supplier shall not be responsible for Kraft's or the replacement supplier's failure to properly perform any in-sourced or re-sourced part of the Services; and

(c) the orderly transfer of the Services to Kraft, the Eligible Recipients and/or their designee(s).

The Termination Assistance Services shall include, as requested by Kraft, the Services, functions and responsibilities set forth on **Schedule 23** . In addition, in connection with such termination or expiration, Supplier will provide the following assistance and Services at Kraft's direction:

4.4.2.1 **General Support** . Supplier shall (i) assist Kraft, an Eligible Recipient and/or their designee(s) in developing a written transition plan for the transition of the Services to Kraft, such Eligible Recipient, or their designee(s), which plan shall include (as requested by Kraft) capacity planning, business process planning, facilities planning, human resources planning, telecommunications planning and

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

other planning necessary to effect the transition, (ii) perform programming and consulting services as requested to assist in implementing the transition plan, (iii) train personnel designated by Kraft, an Eligible Recipient and/or their designee(s) in the use of any business processes or associated Equipment, Software, Systems, Materials or tools used in connection with the provision of the Services, (iv) provide Kraft a catalog all business processes, Software, Kraft Data, Equipment, Materials, Third Party Contracts and tools used to provide the Services, (v) provide machine readable and printed listings and associated documentation for source code for Software owned by Kraft and source code to which Kraft is entitled under this Agreement and assist in its re-configuration, (vi) analyze and report on the space required for the Kraft Data and the Software needed to provide the Services, (vii) assist in the execution of a parallel operation, data migration and testing process until the successful completion of the transition to Kraft, an Eligible Recipient and/or their designee(s), (viii) create and provide copies of the Kraft Data in the format and on the media reasonably requested by Kraft, an Eligible Recipient and/or their designee(s), (ix) provide a complete and up-to-date, electronic copy of the Policy and Procedures Manual in the format and on the media reasonably requested by Kraft, an Eligible Recipient and/or their designee(s), and (x) provide other technical assistance as requested by Kraft, an Eligible Recipient and/or their designee(s).

4.4.2.2 **Personnel** .

4.4.2.2.1 Kraft, the Eligible Recipients and/or their designee(s) shall be permitted to undertake, without interference from Supplier, Supplier Subcontractors or Supplier Affiliates (including counter-offers), to hire, effective after the later of the termination of the Term or completion of any Termination Assistance Services, any Supplier Personnel primarily assigned to the performance of Services within the 12-month period prior to the expiration or termination date. Supplier shall waive, and shall cause its Subcontractors and Affiliates to waive, their rights, if any, under contracts with such personnel restricting the ability of such personnel to be recruited or hired by, or to provide any services to, Kraft, the Eligible Recipients and/or their designee(s). Supplier shall provide Kraft, the Eligible Recipients and/or their designee(s) with reasonable assistance in their efforts to hire such Supplier Personnel, and shall give Kraft, the Eligible Recipients and/or their designee(s) reasonable access to such Supplier Personnel for interviews, evaluations and recruitment. Kraft shall endeavor to conduct the above-described hiring activity in a manner that is not unnecessarily disruptive of the performance by Supplier of its obligations under this Agreement.

4.4.2.2.2 Promptly upon Kraft providing notice for provision of Termination Assistance Services, Supplier shall provide to Kraft a list, organized by country, of the Supplier Personnel who are eligible for solicitation for employment pursuant to this **Section 4.4.2.2** . Subject to applicable Privacy Laws, such list shall specify each such Supplier Personnel's job title and annual rate of pay.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

4.4.2.3 **Software** . Supplier shall provide Software in accordance with **Section 14.6** .

4.4.2.4 **Equipment** . Subject to **Section 6.4.3** , Kraft, the Eligible Recipients and/or their designee(s) shall have the right (but not the obligation, except with respect to Committed Equipment Purchase obligation specified in the applicable Supplement) to purchase, or assume the lease for, any Equipment (including the Acquired Assets) owned or leased by Supplier that is primarily used by Supplier, Supplier Subcontractors or Supplier Affiliates to perform the Services. Such Equipment shall be transferred in good working condition, reasonable wear and tear excepted, as of the expiration or termination date or the completion of any Services requiring such Equipment, whichever is later. Supplier shall maintain such Equipment for which Supplier has the maintenance obligation under the terms of this Agreement through the date of transfer so as to be eligible for the applicable manufacturer's maintenance program at no additional charge to Kraft, so long as Kraft's instructions to Supplier under this Agreement regarding such Equipment have not voided the applicable manufacturer's maintenance program and such maintenance program is available (provided that Supplier has notified Kraft in writing in advance that Kraft's instructions will void the applicable manufacturer's maintenance program and Kraft does not change its instructions following receipt of Supplier's notification). In the case of Supplier-owned equipment, Supplier shall grant to Kraft, the Eligible Recipients and/or their designee(s) a warranty of title and a warranty that such Equipment is free and clear of all liens and encumbrances. Such conveyance by Supplier to Kraft, the Eligible Recipients and/or their designee(s) shall be at the net book value which shall be calculated in accordance with GAAP, a depreciation method that is either straight line (or, at Supplier's option, accelerated) for a period of time that is no longer than the refresh cycle specified in the applicable Supplement for the applicable Equipment. At Kraft's request, the Parties shall negotiate in good faith and agree upon the form and structure of the purchase. In the case of leased Equipment, Supplier shall (i) represent and warrant that Supplier, or its Affiliate or Subcontractor if such entity is the lessee, is not in default under the Lease, (ii) represent and warrant that all payments thereunder have been made through the date of transfer, and (iii) notify Kraft of any lessor defaults of which it is aware at the time.

4.4.2.5 **Kraft Facilities, Equipment and Software** . Supplier shall vacate the Kraft Facilities and return to Kraft, if not previously returned, any Kraft owned or leased Equipment, Kraft Owned Software and Kraft licensed Software, in condition at least as good as the condition when made available to Supplier, ordinary wear and tear excepted. Such Kraft Facilities, Equipment and Software shall be vacated and returned at the expiration or termination date of the Term or the completion of any Services requiring such Kraft Facilities, Equipment and Software, whichever is later.

4.4.2.6 **Supplier Subcontracts and Third Party Contracts** . Supplier shall inform Kraft of all subcontracts or Third Party Contracts primarily used by Supplier, Supplier Subcontractors or Supplier Affiliates to perform the Services. Subject to **Sections 6.4.3** , Supplier shall, at Kraft's request, cause any such Subcontractors (other than product vendor specialists who Supplier engages on a

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

temporary basis to address urgent problems, and excluding Supplier Overhead Materials), Supplier Affiliates or third party contractors to permit Kraft, the Eligible Recipients and/or their designee(s) to assume prospectively any or all such contracts or to enter into new contracts with Kraft, the Eligible Recipients and/or their designees on substantially the same terms and conditions, including price. Supplier shall so assign the designated subcontracts and Third Party Contracts to Kraft, the Eligible Recipients and/or their designee(s) as of the expiration or termination date or the completion of any Termination Assistance Services requiring such subcontracts or Third Party Contracts, whichever is later. There shall be no charge or fee imposed on Kraft, the Eligible Recipients and/or their designee(s) by Supplier or its Subcontractors, Affiliates or third party contractors for such assignment. Supplier shall (i) represent and warrant that it is not in default under such subcontracts and Third Party Contracts, (ii) represent and warrant that all payments thereunder through the date of assignment are current, and (iii) notify Kraft of any Subcontractor's or third party contractor's default with respect to such subcontracts and Third Party Contracts of which it is aware at the time.

4.4.2.7 **Other Subcontracts and Third Party Contracts** . In addition to its obligations under **Section 4.4.2.6** , and subject to Kraft's consent to the contrary in **Section 6.4.3** , Supplier shall make available to Kraft, the Eligible Recipients and/or their designee(s), pursuant to reasonable terms and conditions, any Subcontractor or third party services then being utilized by Supplier in the performance of the Services. Supplier shall retain the right to utilize any such Subcontractor or third party services in connection with the performance of services for any other Supplier customer. Kraft and the Eligible Recipients shall retain the right to contract directly with any such subcontractor or third party previously utilized by Supplier to perform any Services or to assume Supplier's contract with such Subcontractor or third party to the extent provided in **Section 4.4.2.6** .

4.4.2.8 **Rates and Charges** . Except as otherwise provided in this **Section 4.4.2.8** and **Section 4.4.2.9** , if Kraft requests that Supplier provide or perform Termination Assistance Services in accordance with this Agreement, Kraft shall pay Supplier the rates and charges specified in the applicable Supplement for the additional Supplier Personnel or resources required to perform such Termination Assistance Services. To the extent rates and charges for such Supplier Personnel or resources are not specified in the applicable Supplement, Kraft shall pay Supplier a negotiated fee, which will be [* * *] that is [* * *] the [* * *] reflected in the applicable rates under the applicable Supplement from Supplier's [* * *]. To the extent the Termination Assistance Services requested by Kraft can be provided by Supplier using personnel and resources already assigned to Kraft to provide the Services and that are not removed as a result of Kraft's request that Services be reduced, and without adversely impacting the remaining personnel's ability to perform their responsibilities in accordance with this Agreement, including the applicable Service Levels, there will be no additional charge to Kraft for such Termination Assistance Services. If the Termination Assistance Services requested by Kraft cannot be provided by Supplier using personnel and resources as described in the preceding sentence, Kraft, in its sole discretion, may forego or delay any work activities or temporarily or permanently adjust the work

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

to be performed by Supplier, the schedules associated therewith or the Service Levels to permit the performance of such Termination Assistance Services using such personnel or resources already assigned to perform the Services that are not removed as a result of Kraft's request that Services be reduced.

4.4.2.9 **Proprietary Communications Network** . If Supplier uses a proprietary communications network to provide Services to Kraft or the Eligible Recipients, then for a period of up to two years following the expiration or termination date, upon Kraft's request Supplier shall continue to provide such proprietary communications network and other Network Services at the rates, and subject to the terms and conditions, set forth in this Agreement.

4.4.3 **Resources** . Supplier shall ensure that, at all times during the Term, on 30 days' notice, it is able to deploy all necessary resources to perform Termination Assistance Services in accordance with this **Section 4.4** .

4.4.4 **Survival of Terms** . This **Section 4.4** shall survive termination/expiration of the Term.

4.5 **Use of Third Parties.**

4.5.1 **Right of Use** . Nothing in this Agreement shall be construed as a requirements contract, and notwithstanding anything to the contrary contained herein, this Agreement shall not be interpreted to prevent Kraft or any Eligible Recipient from obtaining from third parties (each, a " **Kraft Third Party Contractor** "), or providing to itself, any or all of the Services or any other services. Nor shall anything in this Agreement be construed or interpreted as limiting Kraft's right or ability during the Term to change the requirements of Kraft or the Eligible Recipients, move parts of Towers in and out of scope, add or delete Eligible Recipients or to increase or decrease its demand for Services. To the extent Kraft or an Eligible Recipient obtains from Kraft Third Party Contractors, or provides to itself, any of the Services, the amount to be paid to Supplier by Kraft will be adjusted in accordance with the applicable Supplement, and such adjustments [* * *] (unless [* * *] elects to declare a [* * *] pursuant to [* * *]). Similarly, to the extent Kraft adds or deletes Eligible Recipients or increases or decreases its demand for Services, the amount to be paid to Supplier by Kraft will be adjusted in accordance with the applicable Supplement and the rates specified therein. Without limiting the forgoing, if and to the extent Kraft purchases telecom transport services from Supplier, Kraft will have the right to discontinue purchase of any or all telecom transport services from Supplier on [* * *] notice in the United States and [* * *] notice outside the United States [* * *], and, at its election, to include any replacement telecom transport services contract that Kraft enters into as a Managed Telecom Transport Agreement.

4.5.2 **Supplier Cooperation** . Supplier shall fully cooperate with and work in good faith with Kraft or Kraft Third Party Contractors as described in the applicable Supplement or requested by Kraft and, except as provided below, at no additional charge to Kraft. Such cooperation may include: (A) timely providing access to any facilities being used to provide the Services, as necessary for Kraft personnel or Kraft Third Party Contractors to perform the work assigned to them; (B) timely providing reasonable electronic and physical access to the business processes and associated Equipment, Software and/or Systems to the extent necessary and appropriate for Kraft personnel or Kraft Third Party Contractors to perform the work assigned to them; (C) timely providing written requirements, standards, policies or other documentation for the business processes and associated Equipment, Software or Systems procured, operated, supported or used by Supplier in connection with the Services; (D) ensuring that there is no degradation in the

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

provision of the Services caused by the adjustments made by Supplier in transferring Services to a third party, Kraft or an Eligible Recipient; or (E) any other cooperation or assistance reasonably necessary for Kraft personnel or Kraft Third Party Contractors to perform the work in question. Kraft personnel and Kraft Third Party Contractors shall comply with Supplier's reasonable security and confidentiality requirements, and shall, to the extent performing work on Software, Equipment or Systems for which Supplier has operational responsibility, or accessing any Supplier facilities, comply with Supplier's reasonable standards, methodologies and procedures, so as to not compromise the confidentiality or security of any Supplier information, including information of any other customer of Supplier. If, in connection with providing the foregoing assistance to Kraft Third Party Contractors, Supplier is required to use resources it would not otherwise have been required to use to provide the Services either because of the specific skill levels involved or to avoid any adverse impact on the Services or the Service Levels, and Supplier is not compensated for such additional resources through the charging mechanism in the applicable Supplement, then Kraft will compensate Supplier for such assistance on a time and materials basis provided that (i) Supplier notifies Kraft prior to its final decision that Supplier will not be able, using commercially reasonable efforts, to cooperate with the Kraft Third Party Contractor without such additional resources under such circumstances and Supplier provides a reasonable estimate of any impact of such additional resources on the Charges, (ii) Supplier identifies and considers commercially reasonable alternatives, if any, available to avoid such additional resource requirement, and (iii) Supplier uses commercially reasonable efforts to minimize usage of such additional resources.

4.5.3 **Notice by Supplier** . Supplier shall immediately notify Kraft when it becomes aware that an act or omission of a Kraft Third Party Contractor will cause, or has caused, a problem or delay in providing the Services, and shall use commercially reasonable efforts, using existing Supplier Personnel assigned to perform the Services, to work with Kraft, the Eligible Recipients and the Kraft Third Party Contractor to prevent or circumvent such problem or delay; provided, that the Parties acknowledge and agree that Supplier has no responsibility for the work of Kraft Third Party Contractors or any delays therein or problems therewith, unless and to the extent Supplier or its Affiliates or Subcontractors are responsible for managing such third parties or have caused such problems or delays. Supplier shall cooperate with Kraft, the Eligible Recipients and Kraft Third Party Contractors to resolve differences and conflicts arising between the Services and other activities undertaken by Kraft, the Eligible Recipients or Kraft Third Party Contractors. Any notification provided by Supplier in accordance with this **Section 4.5.3** shall not excuse Supplier from the performance of any of its obligations under this Agreement.

4.6 **Projects.**

4.6.1 **Procedures and Performance** . Supplier shall perform Projects requested and approved by Kraft as part of the Services. The Projects underway as of the Effective Date are specified in the applicable Supplement. If Supplier desires to make any change to a Project that is underway as of the Effective Date, then Supplier shall submit to Kraft a written proposal describing such change and the potential impact of such change, and Kraft may, in its sole discretion approve or reject such proposal. A " **Project** " is a discrete unit of non-recurring work that is (i) not an inherent, necessary or customary part of the day-to-day Services, (ii) not required to be performed by Supplier to meet the existing Service Levels (other than Service Levels related to Project performance and except as provided in the applicable Supplement), and (iii) unless as otherwise provided in the applicable Supplement, that requires at least [* * *] of a Supplier Personnel's effort to complete. A Project may consist of or include work that would otherwise be treated as

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

New Services. The Supplier Personnel assigned to perform such Projects shall possess the training, education, experience, competence and skill to perform such work. The Kraft Contract Manager or his or her designee shall request, define and set the priority for such Projects. Supplier shall maintain appropriate continuity of personnel assigned to perform Projects. Kraft shall pay for Projects performed by Supplier at Kraft's request in accordance with the applicable Supplement.

4.6.2 **Project Proposals** . To the extent required under this Agreement, the applicable Supplement or the Policy and Procedures Manual, Supplier shall prepare a Project proposal that conforms with the requirements for New Services proposals in accordance with **Section 11.5.1** prior to beginning such Project. Kraft may accept or reject such Project proposal in its sole discretion. The hours expended by Supplier in preparing proposals or plans or reporting on the status of such Projects shall be included in the Monthly Base Charges and shall not be counted as FTE Services. If there is significant growth in the monthly number of Project proposals or plans requested by Kraft as compared to the monthly number of Project proposals and plans typically prepared by Kraft prior to the Effective Date, the Parties agree to meet and develop an equitable solution.

4.6.3 **Additional Work or Reprioritization** . In addition to the FTEs provided for in accordance with **Section 4.6.1** , the Kraft Contract Manager or his or her designee may identify new or additional work activities to be performed by Supplier Personnel (including work activities that would otherwise be treated as New Services) or reprioritize or reset the schedule for existing work activities to be performed by such Supplier Personnel. Unless otherwise agreed, Kraft shall incur no additional charges for the performance of such work activities by Supplier Personnel to the extent then assigned to Kraft. Supplier shall use commercially reasonable efforts to perform such work activities without impacting the established schedule for other tasks or the performance of the Services in accordance with the Service Levels. If after using such efforts it is not possible to avoid such an impact, Supplier shall notify Kraft of the anticipated impact and obtain its consent prior to proceeding with such work activities. Kraft, in its sole discretion, may forego or delay such work activities or temporarily adjust the work to be performed by Supplier, the schedules associated therewith or the Service Levels to permit the performance by Supplier of such work activities. The foregoing shall not be interpreted to and is not intended to diminish Supplier's right to reduce the resource assigned to Kraft, so long as such reduction is not in contravention of its obligations hereunder, and does not require that Supplier Personnel work longer hours than normally required of full time FTEs.

4.6.4 **Baselining Non-Billable Project Work** .

4.6.4.1 A " **Non-Billable Project** " is a discrete unit of non-recurring project work initiated by Kraft that is (i) not an inherent, necessary or customary part of the day–to-day Services, (ii) not required to be performed by Supplier to meet the existing Service Levels (other than Service Levels related to Non-Billable Project performance), and (iii) unless otherwise provided in the applicable Supplement, that requires less than [* * *] of a Supplier Personnel's effort to complete. The Parties acknowledge that Non-Billable Projects will not include the effort required of Supplier to meet its obligations under this Agreement, including performing activities such as: (i) System maintenance activities, including the correction of security deficiencies and flaws (ii) maintenance and continuous improvement in Service Levels, (iii) Technological Evolution (except as otherwise provided in **Section 9.17.1**), including technology refresh requirements

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

and Software currency requirements; (iv) changes required to comply with all Supplier Laws; (v) "run the business" changes of type periodically performed by Kraft Personnel prior to the Effective Date (or by Supplier Personnel if Supplier was performing such Services prior to the Effective Date); and (vi) compliance with the Kraft Standards as of the Effective Date. A Non-Billable Project may consist of or include work that would otherwise be treated as New Services.

4.6.4.2 The Supplier Personnel assigned to perform Non-Billable Projects shall possess the training, education, experience, competence and skill to perform such work. Supplier shall maintain appropriate continuity of personnel assigned to perform Non-Billable Projects. Except as provided in this **Section 4.6.4** , Non-Billable Project Work will be performed by Supplier as part of the Monthly Base Charges.

4.6.4.3 Reserved.

4.6.4.4 Reserved.

4.6.4.5 Reserved.

4.6.4.6 If, during any calendar quarter during the Term, Supplier is requested to perform a significant number of Non-Billable Projects over or under the agreed baseline, then through the governance process described in **Schedule 6** , the Parties will meet and agree on appropriate adjustments, including working with Kraft to reduce the number of Non-Billable Projects, adjusting priorities of Supplier's then existing personnel, or adding or decreasing the FTEs to handle the increased or reduced number of Non-Billable Projects, or some other approach as the governance committee may determine is appropriate.

4.6.5 Reserved

4.7 Acquisition and Divestiture Services.

Supplier shall provide the following Services related to Entities acquired or divested by Kraft.

4.7.1 Acquisition and New Entity Support. With respect to a potential acquisition by Kraft, or formation by Kraft of a new Affiliate, partnership, joint venture or other Entity that may become an Eligible Recipient, upon Kraft's request, Supplier will provide support (including assessments of the current technology environments to be acquired, potential integration approaches, and the potential net economic impact of the acquisition in connection with the Services) as reasonably necessary to assist Kraft's assessment of the portion of the acquisition or new Entity to which the Services will relate and subsequently provide the Services as they apply to such Entity on the terms and conditions of this Agreement, including **Section 11.5** , if and to the extent that the Services as they apply to such Entity satisfy the definition of New Services. Such support will be provided within the timeframe reasonably requested by Kraft or as required by the timing of the acquisition or formation of such Entity.

4.7.2 Migration of Systems and Business Processes. As requested by Kraft and as they relate to the Services, Supplier will migrate the business processes, systems, applications and data of such Entity to the Kraft environment on the terms and conditions of this Agreement, including **Section 11.5** , if and to the extent that the Services as they apply to such Entity satisfy the definition of New Services.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

4.7.3 **Personnel Support.** As requested by Kraft, Supplier will provide personnel, at the rates set forth in the applicable Supplement or such other rates as may be agreed upon by the Parties, to staff vacancies and to provide management for the information technology functions needed to support such Entity, including on-site support at the location of such Entity.

4.7.4 **Divestitures.** From time to time, Kraft may divest business units or Affiliates. In such cases, Supplier will provide transition support services to Kraft, the divested Entity or the acquiring Entity as if such services are Termination Assistance Services. Supplier shall provide the services described in **Sections 4.7.1** through **4.7.3** and **Section 11.1.6** to the divested Entity or the acquiring Entity with respect to such divestitures as described in **Section 11.1.6** .

5. REQUIRED CONSENTS

5.1 Supplier Responsibility.

At no additional cost to Kraft, Supplier shall undertake all administrative activities necessary to obtain all Required Consents. At Supplier's request, Kraft will cooperate with Supplier in obtaining the Required Consents by executing appropriate Kraft-approved written communications and other documents prepared or provided by Supplier. In addition, in those instances where Kraft is the contracting party or licensee, Kraft will make the initial contact with and make introductions to the applicable third parties as Supplier may reasonably request. With Kraft's approval, Supplier shall exercise for the benefit of Kraft and the Eligible Recipients any rights Supplier has to utilize or transfer license rights or other applicable rights under Supplier's existing third party licenses, leases or contracts, and the Parties shall cooperate in minimizing or eliminating any costs associated therewith.

5.2 Financial Responsibility.

[* * *] shall pay all transfer, re-licensing or termination fees or expenses associated with obtaining any Required Consents or terminating any licenses or agreements as to which [* * *] is unable to obtain such Required Consents. [* * *] will cooperate with [* * *] in good faith to minimize such fees and expenses.

5.3 Contingent Arrangements.

If, despite using commercially reasonable efforts, Supplier is unable to obtain a Required Consent with Kraft's reasonable cooperation, with respect to Kraft licensed Third Party Software, Supplier shall, at Supplier's option and with Kraft's approval (which shall not be unreasonably withheld), (i) replace the Kraft license for such Third Party Software with a Supplier license; (ii) replace such Third Party Software with other Software offering equivalent features and functionality, or (iii) secure the right to manage the Kraft licensed Third Party Software on behalf of Kraft. If, despite using commercially reasonable efforts with Kraft's reasonable cooperation, Supplier is unable to obtain a Required Consent with respect to any other Kraft Third Party Contract, then, unless and until such Required Consent is obtained, Supplier shall manage such Third Party Contract on Kraft's behalf and perform all obligations and enforce all rights under such Third Party Contract as if Supplier were a party to the agreement in Kraft's place. If, despite using commercially reasonable efforts with Kraft's reasonable cooperation, management of such Third Party Contract is not legally or contractually possible or Supplier is unable to obtain any other Required Consent, Supplier shall use all commercially reasonable efforts to determine and adopt, subject to Kraft's

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

prior approval, such alternative approaches as are necessary and sufficient to provide the Services without such Required Consent. If such alternative approaches are required for a period longer than 90 days following the Commencement Date (or, in the case of Required Consents specific to a Deferred Country, 90 days after Supplier begins performing Services for such Deferred Country), the Parties will equitably adjust the terms and reduce the prices specified in this Agreement to reflect any additional costs being incurred by Kraft and any Services not being received by Kraft and the Eligible Recipients. In addition, if Supplier fails to obtain any Required Consent within 90 days after the Commencement Date (or, in the case of a Deferred Country, the applicable start date for the Services for such Deferred Country requiring such consent) and such failure has a material adverse impact on the use or enjoyment of such Services by Kraft or the Eligible Recipients, [* * *] may terminate the affected [* * *] of any [* * *]. Except as otherwise expressly provided herein, the failure to obtain any Required Consent shall not relieve Supplier of its obligations under this Agreement and [* * *] shall not be entitled to any [* * *] in connection with [* * *] any Required Consent or implementing any alternative approach.

6. FACILITIES, SOFTWARE, EQUIPMENT, CONTRACTS AND ASSETS ASSOCIATED WITH THE PROVISION OF SERVICES

6.1 Service Facilities.

6.1.1 **Service Facilities** . The Services shall be provided at or from (i) the Kraft Facilities described on **Schedule 7.1** , (ii) the Supplier Facilities described in the applicable Supplement, or (iii) any other service location approved by Supplier and Kraft, including work performed remotely by Supplier Personnel using methods of remote access approved by Kraft according to procedures set forth in the Policy and Procedures Manual. Supplier may from time to time determine that the relocation by Supplier, its Affiliates or Subcontractors of the provision of a Service Function to a new Supplier Facility is necessary or desirable. In such event, Supplier shall notify Kraft of the location and timing of such relocation. Such notification shall include all information that Supplier reasonably believes is required for Kraft to determine whether the new location will result in: (A) increased costs to Kraft or the Eligible Recipients, (B) a negative impact to the Services or Service Levels, or (C) increased business (including public relations), operational or regulatory risk to Kraft or the Eligible Recipients. If Kraft requires additional information from Supplier in order to complete its evaluation, Kraft will notify Supplier, and Supplier will promptly provide such additional information. If Kraft reasonably believes that the new location will have such an impact, then Kraft will promptly provide Supplier with a list of Kraft's concerns. Supplier will address those concerns before executing any such relocation. Supplier shall not proceed with such relocation until Kraft has determined that it will not have one of the effects described above. If Supplier believes that Kraft's concerns are unfounded, Supplier may challenge Kraft's determination according to the dispute resolution processes under **Article 19** of this Agreement. Supplier agrees that help desk relocation will be more broadly subject to Kraft's approval, which approval may be subject to sharing of cost savings associated with such relocation in the event the relocation is to a different country from the prior location. Kraft acknowledges and has approved the Supplier Facilities set forth on the applicable Supplement as of the Supplement Effective Date for the provision of the Services and scope thereof described therein. Supplier shall be financially responsible for all additional costs, Service Taxes (including telecom taxes) and property taxes or expenses related to or resulting from any Supplier-initiated relocation to a new or different Supplier Facility, including any costs or expenses incurred or experienced by Kraft or any Eligible Recipient as a result of such relocation.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

6.1.2 **Kraft Facilities** . Kraft shall provide Supplier with the use of and access to the Kraft Facilities (or equivalent space) described in **Schedule 7.1** for the periods specified therein solely as necessary for Supplier to perform its obligations under this Agreement. All Kraft owned or leased assets provided for the use of Supplier under this Agreement shall remain in Kraft Facilities unless Kraft otherwise agrees. In addition, all improvements or modifications to Kraft Facilities requested by Supplier shall be (i) subject to review and approval in advance by Kraft, (ii) in strict compliance with Kraft's then-current policies, standards, rules and procedures, and (iii) performed by and through Kraft at Supplier's expense. THE KRAFT FACILITIES ARE PROVIDED BY KRAFT TO SUPPLIER ON AN AS-IS, WHERE-IS BASIS. KRAFT EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE KRAFT FACILITIES, OR THEIR CONDITION OR SUITABILITY FOR USE BY SUPPLIER.

6.1.3 **Office Space, Furniture, Fixtures and Equipment** . At the Kraft Facilities described in **Schedule 7.1** , Kraft shall provide office space and office furniture for the number of Supplier Personnel and for such periods specified in **Schedule 7.1** . Except as otherwise provided in **Schedule 7.1** or to the extent Supplier agrees otherwise, the office space and office furniture provided by Kraft for the use of Supplier Personnel will be office space and office furniture that reasonably meets Supplier Personnel's requirements, provides reasonably acceptable working conditions, is equivalent to office space and office furniture provided by Kraft to other contractors performing information technology or similar services at the same Kraft Facility, except to the extent Supplier provides lesser quality office space and office furniture to its own similarly situated employees. In the case of Transitioned Employees only, for the first two Contract Years, such office space shall be located in such part of the Kraft Facility as is generally made available to similarly situated Kraft employees, except to the extent Supplier provides lesser quality office space and office furniture to its own similarly situated employees. Supplier shall be financially responsible for providing all other office space, office furniture and fixtures needed by Supplier or Supplier Personnel (including Transitioned Employees) to provide the Services, and for all upgrades, replacements and additions to such office furniture or fixtures; provided that any such office furniture and fixtures in Kraft Facilities must meet Kraft's then-current standards and procured by Kraft on Supplier's behalf, but only with Supplier's prior written consent to the terms of the procurement; and provided further that Supplier shall use commercially reasonable efforts to purchase and use surplus Kraft furniture and fixtures to the extent available and where to be used by Supplier within Kraft Facilities. Supplier Personnel using the office facilities provided by Kraft will be accorded reasonable access to the communications wiring in such facilities (including fiber, copper and wall jacks, subject to **Section 6.1.4**) and the use of certain shared office equipment and services, such as photocopiers, local and long distance telephone service for Kraft-related calls, telephone handsets, mail service, office support service (e.g., janitorial), heat, light, and air conditioning; provided that such access and usage shall be solely for and in connection with the provision of Services by such Supplier Personnel; and provided further that Supplier shall reimburse Kraft for the additional incremental costs incurred by Kraft or the Eligible Recipients if and to the extent Supplier's technology solution, service delivery model and/or inefficiency cause its usage or consumption of such resources to exceed historical levels. Supplier shall be responsible for providing all other office related equipment and services needed by Supplier or Supplier Personnel at such Kraft Facilities to provide the Services, and for upgrades, improvements, replacements and additions to such equipment or services.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

6.1.4 **Supplier's Responsibilities Regarding Kraft's Network** . To the extent any Equipment provided or used by Supplier or Supplier Personnel is connected directly to the network(s) of Kraft or any Eligible Recipient, such Equipment (and all Software installed thereon or that may be subsequently added) shall be (i) subject to review and approval in advance by Kraft (Supplier shall cooperate with Kraft in the testing, evaluation and approval of such Equipment), (ii) in strict compliance with Kraft's then-current security policies, architectures, standards, rules and procedures, and (iii) in strict compliance with Kraft's then-current hardware and software specifications. Supplier shall promptly investigate any security breach of Kraft's networks or Systems associated with Supplier Personnel or the performance of the Services. Supplier shall notify Kraft and permit Kraft to participate in any audit or investigation of any such security breach. Supplier shall promptly report the findings of any such audit or investigation to Kraft and, within five business days after the report of such audit or inspection is completed, shall provide Kraft with a written statement of the details of such report to the extent it pertains to Kraft, and, to the extent not provided in such statement, a written summary of such report that includes at least the following: (A) scope of the audit; (B) control weaknesses found; (C) the impact to Kraft (financial, operational or otherwise) of such security breach; and (D) Supplier's plan for remediation within 60 days; provided that Supplier may redact name or other identifying information of other Supplier customers from any information provided to Kraft and Supplier will be under no obligation to disclose any Supplier cost information (other than Pass-Through Expenses and reimbursable costs) or any information that is the proprietary or confidential information of any other Supplier customer or vendor.

6.1.5 **Supplier's Responsibilities** . Except as provided in **Sections 6.1.1** , **6.1.2** and **6.1.3** and **Section 6.4** , Supplier shall be responsible for providing all furniture, fixtures, Equipment, space and other facilities required to perform the Services and all upgrades, improvements, replacements and additions to such furniture, fixtures, Equipment, space and facilities. Without limiting the foregoing, Supplier shall provide (i) all maintenance, site management, site administration and similar services for the Supplier Facilities, (ii) uninterrupted power supply services for the Supplier Facilities and for the Software, Equipment and Systems in Kraft Facilities as designated in **Schedule 7.1** and (iii) telecommunications transport (voice and data) between Supplier Facilities and Kraft Sites and Facilities.

6.1.6 **Physical Security** . Kraft is responsible for the physical security of the Kraft Facilities; provided, that Supplier shall be responsible for the safety and physical access and control of the areas that are dedicated solely for use by Supplier for its performance of the Services and Supplier shall not permit any person to have access to, or control of, any such area unless such access or control is permitted in accordance with control procedures approved by Kraft, including the procedures described in **Schedule 17.2** , or any higher standard agreed to by Kraft and Supplier. Supplier shall be solely responsible for compliance by Supplier Personnel with such control procedures, including obtaining advance approval to the extent required.

6.1.7 **Standards, Requirements and Procedures at Kraft Facilities** . Supplier shall adhere to and enforce, and cause Supplier Personnel to adhere to and enforce, the operational, safety and security standards, requirements and procedures described in the applicable lease and/or then in effect at the Kraft Facilities, as such standards, requirements and procedures may be modified by Kraft from time to time. Supplier shall regularly advise Kraft of other operational, safety and security practices, procedures and safeguards that Supplier sees in general use in the industry.

6.1.8 **Employee Services** . Subject to applicable security requirements, Kraft will permit Supplier Personnel to use certain employee facilities (e.g., designated parking facilities, cafeteria and common facilities) at the Kraft Facilities that are generally made available to the employees and

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

contractors of Kraft or the Eligible Recipients. The employee facilities in question and the extent of Supplier Personnel's permitted use shall be specified in writing by Kraft and shall be subject to modification in Kraft's sole discretion with the same advance notice, if any, that Kraft provides its own employees. Supplier Personnel will not be permitted to use employee facilities designated by Kraft for the exclusive use of certain Kraft or Eligible Recipient employees and will not be entitled to the provision or reimbursement of paid parking.

6.1.9 Use of Kraft Facilities .

6.1.9.1 Unless Supplier obtains Kraft's prior written agreement, which Kraft may withhold in its sole discretion, Supplier shall use the Kraft Facilities, and the Equipment and Software located therein, only to provide the Services to Kraft and the Eligible Recipients.

6.1.9.2 Kraft reserves the right to relocate any Kraft Facility from which the Services are then being provided by Supplier to another geographic location; provided that, in such event, Kraft will provide Supplier with comparable office space in the new geographic location. In such event, Kraft shall pay the applicable labor rate(s) for additional personnel reasonably required by Supplier, for the incremental Out-of-Pocket Expenses reasonably incurred by Supplier in physically relocating to such new geographic location, and for any additional ongoing costs incurred by Supplier that would not have been incurred but for the required relocation; provided that such relocation is not expressly contemplated in this Agreement, and that Supplier notifies Kraft of such additional required personnel, incremental Out-of-Pocket Expenses, and ongoing costs, obtains Kraft's approval prior to using such personnel or incurring such expenses and costs, and uses commercially reasonable efforts to minimize such personnel, expenses and costs.

6.1.9.3 Kraft also reserves the right to direct Supplier to cease using all or part of the space in any Kraft Facility from which the Services are then being provided by Supplier and to thereafter use such space for its own purposes. In such event, Kraft shall reimburse Supplier for any reasonable incremental Out-of-Pocket Expenses incurred by Supplier in leasing required substitute new space, and for any additional ongoing costs incurred by Supplier that would not have been incurred but for the required relocation; provided that such relocation direction is not expressly contemplated in this Agreement and that Supplier notifies Kraft of such additional required incremental Out-of-Pocket Expenses and ongoing costs, obtains Kraft's approval prior to incurring such expenses and costs, and uses commercially reasonable efforts to minimize such expenses and costs.

6.1.9.4 In connection with any decision by Kraft to relocate any Kraft Facility or to direct Supplier to cease using any Kraft Facility as described in **Section 6.1.9.2** or **6.1.9.3** , Supplier will provide to Kraft for its review, comment, and approval, a written plan for such relocation which shall include the cost of such plan, and any commercially reasonable alternatives for reducing such costs, which alternatives may in some cases include limited impacts of the availability of the affected Services.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

6.1.10 **Conditions for Return** . When the Kraft Facilities are no longer to be used by Supplier as contemplated by **Section 6.1.2** or are otherwise no longer required for performance of the Services, Supplier shall notify Kraft as soon as practicable and shall vacate and return such Kraft Facilities (including any improvements to such facilities made by or at the request of Supplier) to Kraft in substantially the same condition as when such facilities were first provided to Supplier, subject to reasonable wear and tear.

6.1.11 **No Violation of Laws** . Supplier shall (i) treat, use and maintain the Kraft Facilities in a reasonable manner, and (ii) ensure that neither Supplier nor any of its Subcontractors commits, and use commercially reasonable efforts to ensure that no business visitor or invitee commits, any act in violation of any Laws in such Supplier occupied Kraft Facility or any act in violation of Kraft's insurance policies or in breach of Kraft's obligations under the applicable real estate leases in such Supplier occupied Kraft Facilities (in each case, to the extent Supplier has received notice of such insurance policies or real estate leases or should reasonably be expected to know of such obligations or limitations). Such commercially reasonable efforts include, by way of example, providing the visitor or invitee with notice of any requirements regarding such facilities that are not common or self-evident; accompanying visitors and invitees while in Kraft facilities; and exercising appropriate oversight over such visitors and invitees activities while in Kraft facilities.

6.2 **Use of Supplier Facilities.**

During the Term and solely for the purpose of conducting audits, and reviews of the Services and other work directly related to the Services, Supplier will provide to Kraft at no charge (i) reasonable access to and use of Supplier Facilities from which the Services are being performed, and (ii) access to reasonable work/conference space at such Supplier Facilities, for the conduct of Kraft's business pertaining to the Services. All such access shall be in compliance with Supplier's security rules and procedures communicated in advance and applicable to other parties visiting Supplier's facility.

6.3 **Kraft Rules/Employee Safety.**

6.3.1 **Kraft Rules and Compliance** . In performing the Services and using the Kraft Facilities, Supplier shall observe and comply with all Kraft policies, rules and regulations applicable to Kraft Facilities or the provision of the Services which have been communicated to Supplier or Supplier Personnel in advance by such means as are generally used by Kraft to disseminate such information to its employees or contractors, including those set forth on **Schedule 17.3** and those applicable to specific Kraft Sites (collectively, " **Kraft Rules** "). The Parties acknowledge and agree that, as of the Commencement Date, Supplier is fully informed as to the Kraft Rules, both through due diligence and its hiring of the Transitioned Employees. Supplier shall be responsible for the promulgation and distribution of Kraft Rules to Supplier Personnel as and to the extent necessary and appropriate. Additions or modifications to the Kraft Rules may be (i) communicated orally by Kraft or an Eligible Recipient directly to Supplier or Supplier Personnel, (ii) disclosed to Supplier and Supplier Personnel in writing, (iii) conspicuously posted at a Kraft Facility, (iv) electronically posted, or (v) communicated to Supplier or Supplier Personnel by means generally used by Kraft to disseminate such information to its employees or contractors. Supplier and Supplier Personnel shall observe and comply with such additional or modified Kraft Rules. If Supplier believes that any new or modified Kraft Rule negatively impacts Supplier's ability to provide the Services, or meet the Service Levels, Supplier shall notify Kraft and Kraft and Supplier will meet to discuss appropriate workarounds.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

6.3.2 **Safety and Health Compliance** . Supplier and Supplier Personnel shall familiarize themselves with the premises and operations at each Kraft Site or Facility at or from which Services are rendered and the Kraft Rules applicable to each such Site or Facility. Supplier and Supplier Personnel shall observe and comply with all Laws applicable to the use by it and them of each Kraft Facility or Site or the provision of the Services, including environmental Laws and Laws regarding occupational health and safety. Supplier shall be responsible for the compliance of Equipment, Software, Systems and Services for which it is operationally responsible with such Laws and shall be responsible for any acts or omissions of Supplier Personnel in contravention of such Laws. Supplier and Supplier Personnel also shall observe and comply with all Kraft Rules with respect to safety, health, security and the environment and shall take commercially reasonable precautions to avoid injury, property damage, spills or emissions of hazardous substances, materials or waste, and other dangers to persons, property or the environment. To the extent required by Kraft, Supplier Personnel shall receive prescribed training prior to entering certain Kraft Sites or Facilities.

6.4 **Software, Equipment and Third Party Contracts.**

6.4.1 **Financial Responsibility.** Supplier shall be responsible for any third party fees or expenses attributable to periods on or after the Commencement Date that are associated with Software, Equipment, Equipment Leases and related Third Party Contracts used to provide the Services, except those for which Kraft is financially responsible under the the applicable Supplement (i.e., not including the sub schedules attached thereto). Kraft shall be responsible for third party fees or expenses incurred on or after the Commencement Date that are associated with Software, Equipment, Equipment Leases and Third Party Contracts used to provide the Services for which Kraft is financially responsible under such the applicable Supplement. Unless otherwise expressly provided, each Party also shall be responsible for any third party fees or expenses attributable to periods on or after the Commencement Date that are associated with new, substitute, renewal or replacement Software, Equipment, Equipment leases or Third Party Contracts (including Upgrades, enhancements, new versions or new releases of such Software or Equipment) for which such Party is financially responsible under such the applicable Supplement. With respect to Third Party Software licenses, Equipment Leases and Third Party Contracts that are transferred to Supplier by Kraft or for which Supplier otherwise assumes financial responsibility under this Agreement, Supplier shall (i) pay all amounts becoming due under such licenses, leases or contracts, and all related expenses, to the extent attributable to periods on or after the Commencement Date in connection with which such licenses, leases and contracts are transferred to Supplier; (ii) rebate to Kraft any prepayment of such amounts in accordance with **Section 11.9.1** ; (iii) pay all modification, termination, cancellation, late payment, renewal or other fees, penalties, charges, interest or other expenses relating to periods on or after the Commencement Date; (iv) pay all costs associated with the transfer of such licenses, leases and contracts to Supplier, including all taxes associated with such transfer; and (v) be responsible for curing any defaults in Supplier's performance under such licenses, leases and contracts on or after the Commencement Date. Kraft will remain responsible for all amounts due under such license, leases and contracts that are attributable to periods prior to the Commencement Date.

6.4.2 **Operational Responsibility** . With respect to Software, Equipment, Equipment leases and Third Party Contracts for which Supplier is operationally responsible under **Schedule 11.1** , **12.1** , or **12.3** or the applicable Supplement and any other Third Party Contracts (excluding Third Party Contracts administered by Supplier on a pass-through basis, which are addressed in **Section 11.2**) used by Supplier to provide the Services, Supplier shall be responsible for (i) the evaluation, procurement (i.e., performing administrative activities, but not assuming financial responsibility unless otherwise provided herein), testing, installation, rollout, use, support, management,

administration, operation and maintenance of such Software, Equipment, Equipment leases and Third Party Contracts; (ii) the evaluation, procurement (i.e., performing administrative activities, but not assuming financial responsibility unless otherwise provided herein), testing, installation, rollout, use, support, management, administration, operation and maintenance of new, substitute or replacement Software, Equipment, Equipment leases and Third Party Contracts (including Upgrades, enhancements, new versions or new releases of such Software); (iii) the performance, availability, reliability, compatibility and interoperability of such Software, Equipment and Third Party Contracts each in accordance with this Agreement, including the Service Levels and Change Control Procedures; (iv) the compliance with and performance of all operational, administrative and contractual obligations specified in the applicable licenses, leases and contracts; (v) the administration and exercise as appropriate of all rights available under such licenses, leases and contracts; and (vi) the payment of any fees, penalties, charges, interest or other expenses due and owing under or with respect to such licenses, leases and contracts that are incurred, caused by or result from Supplier's failure to comply with or perform its obligations under this **Section 6.4.2** (except to the extent that such failure directly results from the acts or omissions of Kraft under those licenses, leases or contracts in contravention of its obligations under this Agreement). Kraft agrees that, during the Term, Supplier, in consultation with Kraft, shall direct the actions of the applicable third party vendors with respect to the leases, licenses and Third Party Contracts for which Supplier has operational responsibility hereunder.

6.4.3 **Rights Upon Expiration/Termination** . With respect to all Third Party Software licenses, Equipment leases and Third Party Contracts for which Supplier is financially responsible under this Agreement, except for (a) product vendor specialists who Supplier engages on a temporary basis to address urgent problems and (b) contracts for Supplier Overhead Materials, Supplier shall use commercially reasonable efforts to (i) obtain for Kraft, the Eligible Recipients and/or their designee(s) the license, sublicense, assignment and other rights specified in **Sections 4.4.2** and **14.6** , (ii) ensure that the granting of such license, sublicense, assignment and other rights is not subject to subsequent third party approval or the payment by Kraft, the Eligible Recipients or their designee(s) of license, assignment or transfer fees, (iii) ensure that the terms, conditions and prices applicable to Kraft, the Eligible Recipients and/or their designee(s) following expiration or termination of this Agreement (or any portion thereof) are no less favorable than those otherwise applicable to Supplier, and at least sufficient for the continuation of the activities comprising the Services, (iv) ensure that neither the expiration or termination of this Agreement (or any portion thereof) nor the assignment of the license, lease or contract will trigger less favorable terms, conditions or pricing, and (v) not replace any perpetual software licenses with subscription term licenses or use subscription term licenses for any new Software not currently licensed by Kraft. If Supplier is unable to obtain any such rights and assurances, it shall notify Kraft in advance and, except for those licenses, leases or Third Party Contracts made available to Supplier by Kraft pursuant to this Agreement, shall not use such Third Party Software license, Equipment lease or Third Party Contract without Kraft's approval (and absent such approval, Supplier's use of any such Third Party Software license, Equipment lease or Third Party Contract shall obligate Supplier to obtain or arrange, at no additional cost to Kraft, for such license, sublicense, assignment or other right for Kraft, the Eligible Recipients and their designee(s) upon expiration or termination). The exception in the preceding sentence which permits Supplier to use licenses and contracts made available by Kraft under this Agreement shall not be interpreted to be a consent which excuses Supplier's obligation to obtain post-termination rights for Kraft under those licenses and contracts, except to the extent permitted by **Section 5.3** . If Kraft consents to Supplier's use of specific Third Party Software licenses, Equipment leases or Third Party Contracts under these circumstances, such consent shall be deemed to be conditioned on

Supplier's commitment to use commercially reasonable efforts to cause such third party to agree at expiration or termination of this Agreement or the applicable Supplement or the completion of Termination Assistance Services to permit Kraft, the Eligible Recipients and/or their designee(s) to assume prospectively the license, lease or contract in question or to enter into a new license, lease or contract with Kraft, the Eligible Recipients and/or their designee(s) on substantially the same terms and conditions, including price. Kraft consents to the specific exceptions set forth in the applicable Supplement with respect to the corresponding Third Party Contracts described in that Schedule.

6.4.4 **Evaluation of Third Party Software, Equipment** . In addition to its obligations under **Section 6.4.1** and **6.4.2** and in order to facilitate Kraft's control of architecture, standards and plans pursuant to **Section 9.5** , Supplier shall use commercially reasonable efforts to evaluate any Third Party Software and Equipment selected by or for Kraft or an Eligible Recipient to determine whether such Software and Equipment will adversely affect Kraft's environment, Kraft's ability to interface with and use the Software, Equipment and Systems and/or Supplier's ability to provide the Services. Supplier shall develop and provide such an evaluation to Kraft within 15 days of its receipt of Kraft's request and receipt of the Software or Equipment Supplier is being asked to evaluate; provided that (i) Supplier shall use commercially reasonable efforts to respond more quickly in the case of a pressing business need or an emergency situation, and (ii) if the complexity of the evaluation would make it impractical to complete the evaluation within 15 days, Supplier shall promptly notify and confer with Kraft regarding the time Supplier will reasonably require to complete the evaluation.

6.4.5 **Kraft Provided Equipment** .

6.4.5.1 **Provision** . Kraft shall provide Supplier with the use of the Kraft owned and leased Equipment identified on **Schedule 10** (collectively, the " **Kraft Provided Equipment** ") for the periods specified in such Schedule solely for and in connection with the provision of the Services. THE KRAFT PROVIDED EQUIPMENT IS PROVIDED BY KRAFT TO SUPPLIER ON AN AS-IS, WHERE-IS BASIS. KRAFT EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE KRAFT PROVIDED EQUIPMENT, OR ITS CONDITION OR SUITABILITY FOR USE BY SUPPLIER TO PROVIDE THE SERVICES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the foregoing, Kraft will pass through to Supplier any representations and warranties for such Equipment provided by the vendors and manufacturer that Kraft is able to pass through without additional cost to Kraft.

6.4.5.2 **Upgrades** . If and to the extent Supplier upgrades (including adding components or features or otherwise modifying) any Kraft Provided Equipment, Supplier will retain ownership of such upgrade until the earlier of (i) the date Supplier has fully expensed or amortized such upgrade; or (ii) the date Supplier ceases to use the upgraded Equipment to provide the Services (whether due to refresh, decline in resource requirements or any other reason), at which time Supplier shall be deemed to have hereby automatically transferred title and ownership of such upgrade to Kraft or the applicable Eligible Recipient that owns the corresponding Kraft Provided Equipment. Supplier shall take any and all actions necessary,

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

including executing any documents, to transfer title of such upgrades to, and vest title of such Kraft Provided Equipment upgrades in, Kraft or the applicable Eligible Recipient to the extent provided above.

6.4.5.3 **Return** . Upon the expiration of the period specified in **Schedule 10** for each item of Kraft Provided Equipment (or when such Kraft Provided Equipment is no longer required by Supplier for the performance of the Services), Supplier shall promptly return such Kraft Provided Equipment to Kraft in substantially the same condition (as it may have been modified or improved by Supplier with Kraft's approval) as when such Kraft Provided Equipment was first provided to Supplier, subject to reasonable wear and tear.

6.4.5.4 **Responsibility for Other Equipment** . Notwithstanding the foregoing, except as provided in this **Section 6.4.6** , **6.1.2** , **6.1.3** and **6.4.1** , and the applicable Supplement, Supplier shall be responsible for providing all Equipment required to perform the Services and all Upgrades, improvements, replacements and additions thereto.

6.4.6 **Surplus Equipment** . Supplier shall, at its cost, prepare surplus Kraft owned Equipment for shipment. The responsibilities of the Parties with respect to transportation and disposal of such Equipment is set forth in the applicable Supplement. If and to the extent Supplier is responsible for disposal of any Kraft-owned Equipment, Supplier shall (i) obtain Kraft's consent to dispose of such Equipment before disposing of it; and (ii) maintain reasonable documentation regarding the disposition, including the costs of and revenues from disposal and as proof of appropriate disposal, and shall make such documentation available to Kraft upon Kraft's request.

6.5 **Assignment of Licenses, Leases and Related Agreements.**

6.5.1 **Assignment and Assumption** . Subject to Supplier obtaining any Required Consents, on and as of the Commencement Date on which Supplier assumes responsibility for the Services in question, Kraft shall assign to Supplier, and Supplier shall assume and agree to perform all obligations arising on or after the applicable Commencement Date that are related to, the Third Party Software licenses, Equipment Leases and Third Party Contracts for which Supplier is financially responsible under **Sections 6.4** or the applicable Supplement, unless otherwise specified in **Schedule 11.1** , **12.1** or **12.3** or the applicable Supplement; provided, however, that such assignment shall not include any assignment or transfer of any intellectual property rights in Materials developed under such Third Party Software licenses, Equipment Leases and Third Party Contracts prior to the date of such assignment and, as between the Parties, Kraft hereby expressly reserves and retains such intellectual property rights. Kraft and Supplier shall execute and deliver a mutually satisfactory assignment and assumption agreement with respect to such leases, licenses and agreements, evidencing the assignment and assumption provided for herein.

6.5.2 **Items Not Assignable by Commencement Date** . With respect to any such Third Party Software licenses, Equipment Leases or Third Party Contracts for which Supplier is financially responsible under **Section 6.4** or the applicable Supplement and that can not, as of the Commencement Date on which Supplier assumes responsibility for the Services in question, be assigned to Supplier without breaching their terms or otherwise adversely affecting the rights or obligations of Kraft or Supplier thereunder, the performance obligations shall be deemed to be subcontracted or delegated to Supplier until any requisite consent, notice or other prerequisite to assignment can be obtained, given or satisfied by Supplier. It is understood that Supplier, as a subcontractor or

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

delegatee, shall be financially and operationally responsible for all obligations arising on or after the applicable Commencement Date under such Third Party Software license, Equipment Lease or Third Party Contract as Kraft's agent pursuant to **Section 9.11.2** . Supplier shall use commercially reasonable efforts to satisfy the consent, notice or other prerequisites to assignment and, upon Supplier doing so, the Third Party Software license, Equipment Lease or Third Party Contract shall immediately be assigned and transferred to and assumed by Supplier.

6.5.3 **Non-Assignable Items** . If, after using commercially reasonable efforts for a reasonable period of time but not longer than 90 days after the Commencement Date, Supplier cannot assign a Third Party Software license, Equipment Lease or Third Party Contract without breaching its terms or otherwise adversely affecting the rights or obligations of Kraft or Supplier thereunder, the Parties shall take such actions and execute and deliver such documents as may be necessary to cause the Parties to realize the practical effects of the allocation of responsibilities intended to be effected by this Agreement.

6.5.4 **Modification and Substitution** . Supplier may terminate, shorten, modify or extend the Third Party Software licenses, Equipment Leases and Third Party Contracts for which Supplier is financially responsible under the applicable Supplement and, subject to **Section 9.12** , may substitute or change vendors relating to goods or services covered thereby; provided that, except as otherwise disclosed by Supplier and agreed to by Kraft, such change(s) (i) shall not constitute a breach of any obligation of Kraft or the Eligible Recipients under such Software licenses, Equipment Leases or Third Party Contracts, (ii) shall not result in additional financial obligations, financial or operational risk or Losses to Kraft or the Eligible Recipients, (iii) shall not result in any increase to Kraft or the Eligible Recipients in the cost of receiving the Services, and (iv) if assumable by Kraft or the Eligible Recipients, shall not provide for less favorable terms, conditions or prices for Kraft, the Eligible Recipients and/or their designee(s) following the expiration or termination of the Term or any applicable Service than would otherwise be applicable to Supplier (except for terms, conditions or prices available to Supplier because of its volume purchases). Supplier's rights under the immediate preceding sentence are conditioned upon Supplier paying all applicable termination or cancellation charges, Losses and other amounts due to the applicable vendor associated with such action and indemnifying Kraft and the Eligible Recipients against any such charges, Losses or other amounts associated therewith. Notwithstanding anything to the contrary herein, Supplier shall not terminate, shorten or modify without Kraft's prior written consent any license for Third Party Software either created exclusively for Kraft or the Eligible Recipients or otherwise not commercially available. Supplier shall reimburse Kraft and the Eligible Recipient(s) for any termination charges, cancellation charges, or other amounts paid by them at Supplier's direction in connection with obtaining any such modification.

6.6 **Managed Third Parties.**

6.6.1 **Responsibility.**

6.6.1.1 Supplier shall cause Managed Third Parties to perform in accordance with this Agreement, including Service Levels set forth in the applicable Supplement, and comply with all applicable duties and obligations imposed on Supplier under this Agreement, except that:

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

6.6.1.1.1 Supplier shall be excused of such obligation to the extent the terms of Kraft's agreement with a Managed Third Party do not permit Supplier to enforce the terms of the applicable Supplement;

6.6.1.1.2 Supplier will not be liable for a Managed Third Party's breach of this Agreement with respect to matters not involving performance of the Services, such as confidentiality obligations, but only if and to the extent that (i) such breach is not a result of Supplier's failure to properly manage such Managed Third Party, (ii) Supplier, following discovery of the breach, promptly notifies Kraft of such breach and takes prompt action to demand the Managed Third Party to so comply and (iii) Supplier uses commercially reasonable efforts, in cooperation with Kraft, to mitigate any damage resulting from such breach (with any incremental expense of mitigation being borne by the Party which has financial responsibility for such Managed Third Party's performance); and

6.6.1.1.3 Supplier will be excused from its failure to comply with its Service-related obligations, including meeting the Service Levels set forth in the applicable Supplement, under this Agreement if and to the extent Supplier (i) confirms through a Root Cause Analysis that a Managed Third Party caused Supplier to fail to perform any Services in accordance with the applicable Service Levels for such Services, and (ii) Kraft declines to take such action demanded by Supplier under its agreement with the Managed Third Party which Kraft is contractually entitled to take; provided that Supplier shall indemnify and defend Kraft from any third party claims (including any increased costs payable by Kraft or an Eligible Recipient under its agreement with such Managed Third Party) resulting from Kraft compliance with Supplier's direction. In the event Kraft declines to take the requested action, Supplier shall nonetheless use commercially reasonable efforts without additional costs to Supplier to perform such Services notwithstanding the Managed Third Party's failure to perform.

6.6.1.2 Unless otherwise specified in the applicable Supplement, **Section 6.6.2** , or agreed in writing by the Parties, Supplier is responsible for all costs and charges associated with Managed Third Parties and, subject to the exceptions noted in **Sections 6.6.1.1.1** , **6.6.1.1.2** , and **6.6.1.1.3** , for any failure by any Managed Third Party or its personnel to perform in accordance with this Agreement or to comply with any duties or obligations imposed on Supplier under this Agreement, to the same extent as if such failure to perform or comply was committed by Supplier or Supplier Personnel. Supplier shall be Kraft's and the Eligible Recipients' sole point of contact regarding the services provided by such Managed Third Parties.

6.6.2 **Modification.** If a Managed Third Party's Third Party Contract is terminated (other than by Kraft for convenience) or a Managed Third Party ceases to perform or fails to perform in accordance with this Agreement, Supplier shall be responsible for the continued performance of the Services in accordance with this Agreement and shall either provide such Services itself or enter into an agreement for such Services with a replacement Managed Third Party. In that event, if and to the extent Kraft is financially responsible for that Managed Third Party, Kraft (i) will

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

determine whether Supplier provides the Services itself or through a replacement Managed Third Party, and (ii) will either pay Supplier amounts to be mutually agreed where Supplier assumes responsibility at Kraft's direction for performance or will pay the replacement Managed Third Party directly as a Pass-Through Expense. Kraft reserves all rights to modify, amend, renew, terminate, extend or otherwise replace any Managed Third Party and/or the applicable Third Party Contract, and to negotiate any Pass-Through Expenses associated therewith. If a modification, amendment or replacement of a Managed Third Party materially affects Supplier's ability to meet its obligations under this **Section 6.6** , then, within 30 days after Supplier receives notice of such modification, amendment or replacement, Supplier shall notify Kraft in writing in sufficient detail to explain Supplier's concerns, and thereafter the Parties shall meet and agree to any appropriate modifications or relief to Supplier's obligations that are directly affected by such change. Kraft shall agree to reimburse Supplier for reasonable, actual and demonstrable increases in costs and expenses incurred by Supplier as a direct result of Kraft's modification, amendment or replacement of such a Third Party Contract or Managed Third Party, provided that Supplier (i) notifies Kraft in writing of all such costs and expense within 30 days after Supplier's receipt of a copy of the modification, amendment or replacement to the applicable Third Party Contract, and (ii) uses commercially reasonable efforts to minimize such costs and expenses.

6.7 Notice of Defaults.

Kraft and Supplier shall promptly inform the other Party in writing of any material breach of, or misuse or fraud in connection with, any Third Party Contract, Equipment lease or Third Party Software license used in connection with the Services of which it becomes aware and shall cooperate with the other Party to prevent or stay any such breach, misuse or fraud.

6.8 Acquired Assets.

6.8.1 To the extent Acquired Assets are specifically identified in a Supplement, Kraft agrees to convey (or shall cause the applicable Eligible Recipient to convey) to Supplier, and Supplier agrees (or shall cause an Affiliate to agree) to accept, as of the Commencement Date, all of Kraft's (or the applicable Eligible Recipient's) right, title and interest in and to the Acquired Assets, other than the Acquired Assets in the Deferred Countries. In consideration for such conveyance, Supplier agrees to pay Kraft on the Commencement Date the Acquired Assets Credit specified in the applicable Supplement. In addition, Supplier shall be responsible for, and shall pay, or provide evidence of exemption from, all sales, use, goods and services and other similar taxes arising out of the conveyance of the Acquired Assets, excluding income taxes and franchise taxes. Kraft represents and warrants to Supplier that Supplier (or its Affiliates) shall take good title to the Acquired Assets as of the Commencement Date, free and clear of all liens. The conveyance of the Acquired Assets shall be effected by the delivery of each Acquired Asset to the Supplier where possible or, where this is not possible, by the delivery of a bill of sale in substantially the form set forth in **Exhibit 2** . Except as otherwise expressly provided in this **Section 6.8** , Kraft CONVEYS THE ACQUIRED ASSETS TO SUPPLIER ON AN AS-IS, WHERE-IS AND WITH-ALL-FAULTS BASIS. KRAFT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACQUIRED ASSETS, OR THE CONDITION OR SUITABILITY OF SUCH ACQUIRED ASSETS FOR USE BY SUPPLIER TO PROVIDE THE SERVICES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Kraft shall convey and Supplier shall pay for the Acquired Assets in each Deferred Country, on the same terms described in this **Section 6.8.1** , on the date Supplier assumes responsibility for providing Services from such country.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

6.8.2 **Taxes.** The Acquired Assets Credit is exclusive of all taxes. Supplier shall be responsible for, and shall pay, or provide evidence of exemption from, all sales, use, goods and services and other similar taxes arising out of the conveyance of the Acquired Assets. Kraft and Supplier intend that Article 5 of the Sixth Council Directive 77/388/EEC of May 17, 1977, as implemented in the relevant jurisdiction, and similar applicable Laws will apply to the conveyance of the Acquired Assets pursuant to this Agreement in those jurisdictions in which such Laws apply and agree to use all reasonable endeavors to secure that the conveyance is treated neither as a supply of goods nor a supply of services. If, nevertheless, any Service Taxes are chargeable in respect of any supply in connection with the conveyance of the Acquired Assets pursuant to this Agreement, then Supplier shall forthwith pay or procure the payment to Kraft of an amount equal to any such tax in respect of the conveyance of the Acquired Assets (in addition to the consideration or any other sum payable to Kraft) subject to the production of a valid tax invoice in respect of such conveyance, and shall indemnify Kraft for any fines, penalties or interest imposed by any Tax Authority arising out of the treatment by Kraft and Supplier of such conveyance. Supplier warrants to Kraft that Supplier is registered for any Service Tax or will be registered for such tax with effect from a date not later than the Commencement Date and shall, on or before that date, provide Kraft with proof of such registration reasonably satisfactory to Kraft. Supplier warrants to Kraft that the Acquired Assets are to be used by Supplier in carrying on the same kind of business as that carried on by Kraft and Supplier will after the Commencement Date continue to carry on such business. In relation to records pertaining to Service Taxes: (i) Kraft shall on the Commencement Date deliver to Supplier all records required to be so delivered under the applicable legislation; and (ii) Supplier shall preserve or shall procure to be preserved those records for such period as may be required by law and during that period permit Kraft reasonable access to them to inspect or make copies of them. All sums payable in connection with the transfer of the Acquired Assets are exclusive of Service Taxes and Supplier shall, in addition to such sums, pay any Service Taxes properly chargeable thereon, on receipt of a valid invoice for such Service Taxes.

7. SERVICE LEVELS

7.1 General.

7.1.1 **General Performance Standards.** Beginning on the Commencement Date, unless otherwise provided in the applicable Supplement or for the Deferred Countries, such later date as Supplier assumes responsibility for providing Services in those Deferred Countries, Supplier shall perform the Services at levels of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency that are at least equal to those received by Kraft or the Eligible Recipients 12 months prior to such date. In addition, for those Services for which there are no Service Levels, Supplier shall perform such Services at levels of accuracy, quality, completeness, timeliness, responsiveness, resource efficiency and productivity that are equal to or higher than the accepted industry standards of first tier providers of such business process and outsourcing services. This **Section 7.1.1** shall not be deemed to supersede the Service Levels specified in the applicable Supplement.

7.1.2 **Service Level Performance Standards** . Beginning on the dates specified in the applicable Supplement, Supplier shall perform the Services so as to meet or exceed the Service Levels, as set forth in the applicable Supplement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

7.1.3 **Multiple Service Levels** . If more than one Service Level applies to any particular obligation of Supplier, Supplier shall perform in accordance with the most stringent of such Service Levels.

7.1.4 **Responsibility** . Supplier shall be responsible for meeting or exceeding the applicable Service Levels even where doing so is dependent on the provision of Services by (i) Subcontractors, (ii) subject to **Section 10 .2,** non-Supplier Personnel, including Kraft employees, or (iii) subject to **Section 6. 6** , Managed Third Parties.

7.2 **Service Level Credits; Deliverable Credits.**

7.2.1 **Service Level Credits** . Supplier recognizes that Kraft is paying Supplier to deliver the Services at specified Service Levels. If Supplier fails to meet such Service Levels, then, in addition to other remedies available to Kraft, Supplier shall pay or credit to Kraft the performance credits specified in the applicable Supplement (" **Service Level Credits** ") in recognition of the diminished value of the Services resulting from Supplier's failure to meet the agreed upon level of performance, and not as a penalty. Under no circumstances shall the imposition of Service Level Credits be construed as Kraft's sole or exclusive remedy for any failure to meet the Service Levels. However, if Kraft recovers monetary damages from Supplier as a result of Supplier's failure to meet a Service Level, Supplier shall be entitled to set off against such damages any Service Level Credits paid for the failure giving rise to such recovery, as reduced by any applicable earnback pursuant to the applicable Supplement.

7.2.2 **Deliverable Credits** . Supplier recognizes that Kraft is paying Supplier to provide certain Critical Deliverables by the time and in the manner agreed by the Parties. If Supplier fails to meet its obligations with respect to such Critical Deliverables, then, in addition to other remedies available to Kraft, Supplier shall pay or credit to Kraft the Deliverable Credits specified in the applicable Supplement or established by Kraft as part of the Project approval process on a case by case basis in recognition of the diminished value of the Services resulting from Supplier's failure to meet the agreed-upon level of performance, and not as a penalty. If Kraft recovers monetary damages from Supplier as a result of Supplier's failure to meet its obligations with respect to one or more Critical Deliverables, Supplier shall be entitled to set off against such damages any Deliverable Credits paid for the failures giving rise to such recovery.

7.3 **Problem Analysis.**

If Supplier fails to provide Services in accordance with the Service Levels and this Agreement, Supplier shall (after restoring service or otherwise resolving any immediate problem) (i) promptly investigate and report on the causes of the problem; (ii) provide a Root Cause Analysis of such failure as soon as practicable after such failure or at Kraft's request; (iii) correct the problem as soon as practicable (regardless of cause or fault) or coordinate the correction of the problem if Supplier does not have responsibility for the cause of the problem; (iv) advise Kraft of the status of remedial efforts being undertaken with respect to such problem; (v) demonstrate to Kraft's reasonable satisfaction that the causes of such problem have been or will be corrected on a permanent basis and (vi) take all commercially reasonable actions to prevent any recurrence of such problem. Supplier shall complete all Root Cause Analyses in accordance with the requirements of the applicable Supplement. If the Root Cause Analysis indicates that neither Supplier nor any Directed Employee while performing a function under Supplier's direction was responsible for the cause of the breach or potential breach and Supplier is unable to perform remediation efforts without adding substantial additional Supplier resources or third party contractors (beyond the Subcontractor personnel then assigned to perform Services for Kraft), Kraft may elect to either (i) reprioritize the Services, in which event Supplier will perform the remediation at no additional charge, or (ii) authorize Supplier to perform the remediation as a Project.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

7.4 Continuous Improvement Reviews.

7.4.1 Improvement of Services Quality . Supplier acknowledges that the quality of the Services provided in certain Service areas can and will be improved during the Term and agrees that the Service Levels in such Service areas will be enhanced periodically in recognition of the anticipated improvement in service quality. Supplier will improve the quality of the Services provided in such areas to meet or exceed the enhanced Service Levels and will do so [* * *].

7.4.2 Increase of Service Levels . In addition to the foregoing, Kraft and Supplier shall periodically review the Service Levels and the performance data collected and reported by Supplier in accordance with the applicable Supplement and relevant industry data and trends on an annual basis (or more frequently if requested by Kraft). Supplier shall give Kraft any assistance it reasonably requires to review and verify such data. As part of this review process, the Parties shall, [* * *], increase the Service Levels to reflect the higher performance levels actually attained or attainable by Supplier in accordance with the applicable Supplement. In addition, subject to the applicable Supplement, the Parties shall agree, to the extent reasonable and appropriate, to (i) increase the Service Levels to reflect improved performance capabilities associated with advances in the proven processes, technologies and methods available to perform the Services; (ii) add new Service Levels to permit further measurement or monitoring of the accuracy, quality, completeness, timeliness, responsiveness, cost-effectiveness, or productivity of the Services; (iii) modify or increase the Service Levels to reflect changes in the processes, architecture, standards, strategies, needs or objectives defined by Kraft; and (iv) modify or increase the Service Levels to reflect agreed upon changes in the manner in which the Services are performed by Supplier.

7.5 Measurement and Monitoring.

Supplier shall, not later than the date by which Supplier is required to collect Service Level related data to enable it to comply with the requirements set forth in the applicable Supplement, implement measurement and monitoring tools and metrics as well as standard reporting procedures, all acceptable to Kraft, to measure and report Supplier's performance of the Services at a level of detail sufficient, as determined by Kraft, to verify Supplier's compliance with the applicable Service Levels. Kraft or its designee shall have the right to audit all such measurement and reporting tools, performance metrics and reporting procedures. Supplier shall provide Kraft with on-line access to up-to-date problem management data and other data regarding the status of service problems, service requests and user inquiries. Supplier also shall provide Kraft with access to the data used by Supplier to calculate its performance against the Service Levels and the measurement and monitoring tools and procedures utilized by Supplier to generate such data for purposes of audit and verification. Kraft shall not be required to pay any amount in addition to the Charges for such measurement and monitoring tools or the resource utilization associated with their use.

7.6 Satisfaction Surveys.

7.6.1 General . Within 90 days after the applicable Commencement Date or within such other time as may be specified in the applicable Supplement, and at agreed upon intervals thereafter, Supplier and/or independent third parties engaged by Supplier shall conduct the satisfaction surveys of Kraft's management and Authorized Users in accordance with the survey protocols and

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

procedures specified in the applicable Supplement in order to determine their satisfaction with Supplier's provision of the Services. To the extent Supplier engages an independent third party to perform all or any part of any satisfaction survey, such third party shall be approved in advance by Kraft. Supplier shall be responsible for all costs associated with conducting the satisfaction surveys.

7.6.2 **Kraft Conducted Surveys** . In addition to the satisfaction surveys to be conducted by an independent third party pursuant to **Section 7.6.1** , Kraft may survey Authorized User satisfaction with Supplier's performance in connection with and as part of broader Authorized User satisfaction surveys periodically conducted by Kraft. At Kraft's request, Supplier shall cooperate and assist Kraft with the formulation of the survey questions, protocols and procedures and the execution and review of such surveys.

7.6.3 **Survey Follow-up** . If the results of any satisfaction survey conducted pursuant to **Section 7.6.1** or **7.6.2** indicate that the level of satisfaction with Supplier's performance is less than the target level specified in the applicable Supplement, Supplier shall promptly: (i) conduct a Root Cause Analysis as to the cause of such dissatisfaction; (ii) develop an action plan to address and improve the level of satisfaction, provided that Kraft will be responsible for taking action where it has agreed to do so as part of such plan; (iii) present such plan to Kraft for its review, comment and approval; and (iv) take action in accordance with the approved plan and as necessary to improve the level of satisfaction. Kraft and Supplier shall establish a schedule for completion of a Root Cause Analysis and the preparation and approval of the action plan which shall be reasonable and consistent with the severity and materiality of the problem; provided, that the time for completion of such tasks shall not exceed 30 days from the date such user survey results are finalized and reported, or such longer period as may be agreed upon by the Parties. Supplier's action plan developed hereunder shall specify the specific measures to be taken by Supplier and the dates by which each such action shall be completed. Following implementation of such action plan, Supplier shall conduct follow-up surveys with the affected Kraft users and management to confirm that the cause of any dissatisfaction has been addressed and that the level of satisfaction has improved.

7.7 Notice of Adverse Impact.

If Supplier becomes aware of any failure by Supplier to comply with its obligations under this Agreement or any other situation (i) that has impacted or reasonably could impact the maintenance of Kraft's or any Eligible Recipient's financial integrity or internal controls, the accuracy of Kraft's or any Eligible Recipient's financial, accounting, quality, inventory, procurement or human resources records and reports or compliance with Kraft Rules, Kraft Standards or applicable Laws, or (ii) that has had or reasonably could have any other material adverse impact on the Services in question or the impacted business operations of Kraft or the Eligible Recipients, then, Supplier shall immediately inform Kraft in writing of such situation and the impact or expected impact and Supplier and Kraft shall meet to formulate an action plan to minimize or eliminate the impact of such situation.

8. PROJECT PERSONNEL

8.1 Transitioned Personnel.

The provisions of this Agreement that involve or impact any Transitioned Personnel shall apply only to the extent there are Transitioned Personnel in the applicable Supplement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

8.1.1 Offers and Employment.

8.1.1.1 **Supplier Offers of Employment** . Except as otherwise provided with respect to employees in Deferred Countries and Directed Employees, Supplier shall extend offers of at-will employment to all Affected Kraft Foods Global Personnel (other than contractors) at least 30 days before the Commencement Date, on a schedule and in a manner that is pre-approved and in coordination with Kraft and the Eligible Recipients. Supplier shall extend offers to the Directed Employees who are designated in the applicable Supplement as receiving an offer, at least 30 days before the end of such employee's Directed Employee Period (except for those Directed Employees who prior to the Directed Employee Period were extended an offer by Supplier and subsequently turned down such offer) and shall extend offers to the Affected Employees in the applicable Supplement (other than contractors) who are in a Deferred Country at least 30 days before Supplier is scheduled to begin performing Services in that country. Such offers will be made in accordance with Supplier's normal employment policies to the extent such policies are consistent with the requirements of this Agreement. Except as provided in the applicable Supplement, Supplier shall waive any preconditions to such offers, including background checks, drug testing and/or medical examinations. Such offers shall be for employment for an indeterminate period of time with Supplier in positions comparable to those held by such employees at Kraft or another Eligible Recipient, as applicable, and with initial base wages or salaries at least equal to that paid or provided to such personnel as of the Effective Date, except for those employees in Deferred Countries who, with Kraft's approval, transition to Supplier on or after April 1, 2007, in which event such offers will be at initial base wages or salaries at least equal to that paid or provided to such personnel as of April 1, 2007. In addition, Supplier will allocate and pay the amounts described in the applicable Supplement **.** Unless otherwise specified in the applicable Supplement or agreed by the Parties, personnel accepting such offers shall be hired by Supplier effective as of the Commencement Date.

8.1.1.2 **On-Leave Employees** . With respect to any Affected Personnel who, on the Commencement Date, is not actively at work or is on leave status, including without limitation personal, medical, disability, industrial or sick leave, such individual shall remain an employee of the applicable employing Entity until such employee returns to work, with physician's release or other appropriate documentation, as applicable, releasing the employee to resume his or her prior work schedule. If such personnel returns to work within six months after the Commencement Date or, if later where required by applicable law outside of the United States, immediately following the expiration of their such leave, with physician's release or other appropriate documentation, as applicable, releasing the employee to resume his or her work schedule, Supplier shall promptly extend an offer of employment to such employee and the compensation and other terms and conditions of such offer shall be as set forth in this **Article 8** . In the event the two U.S.-based Affected Personnel who are on military leave return to work later than six months after the Commencement Date, Supplier will consider such Affected Personnel for open positions at Supplier. Personnel accepting such offers shall be hired by Supplier effective on such person's first day of work with

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Supplier. If such personnel do not return within such six-month period or, if later where required by applicable law, immediately following the expiration of their such leave, Supplier shall be under no obligation to offer employment to such employee or to treat such employee as a Transitioned Employee hereunder.

8.1.1.3 **Employment Effective Date** . All personnel who accept Supplier's offer of employment and begin work with Supplier pursuant to the foregoing paragraphs are herein referred to as " **Transitioned Employees** ." Each such Transitioned Employee's " **Employment Effective Date** " shall be the effective date on which Supplier actually employs such employee, as set forth in **Sections 8.1.1.1** and **8.1.1.2** .

8.1.1.4 **Years of Service Credit.** Supplier's employment offers will grant credit for all years of service recognized by Kraft or another Eligible Recipient, as applicable, for purposes of seniority, career advancement, promotion consideration, and other rights attaching to length of service, including all benefits referenced in **Section 8.2** ; provided, however, that Supplier shall not grant any credit for such years of service for severance purposes for the Affected Kraft Foods Global Personnel who received severance payment from Kraft or another Eligible Recipient prior to their employment by Supplier.

8.1.1.5 **Communications Regarding Affected Personnel.** Supplier shall, together with Kraft and the other Eligible Recipients, as applicable, jointly plan, execute and communicate information regarding the transfer of employment, including communication to the Affected Personnel, using methods and content to be agreed upon as soon as practicable after the Effective Date except to the extent earlier communication is required by applicable Law. Supplier shall not disclose information relating to the transfer of employment, including internal employee communications or external communications, without the prior consent of Kraft or another Eligible Recipient, as applicable.

8.1.1.6 **Non-U.S. Employee Requirements.** Without limiting the provisions of this Agreement relating to communications with employees and third parties, the following provisions shall apply with respect to Affected Personnel located outside the United States:

8.1.1.6.1 **Offers** . Except as set forth below, following the Effective Date, Supplier will make to each Affected Personnel (other than contractors) outside the United States an offer to employ that person in accordance with applicable Law (and will do all such things as are required by the Law to cause such person to be employed by Supplier) as an employee of Supplier on the Commencement Date.

8.1.1.6.2 In Brazil, prior to the Commencement Date, Kraft shall completely sever its employment relationship with the Affected Personnel who are employees (" **Brazilian Affected Employees** ") and shall in all cases be responsible for the liquidation and timely payment of severance, termination and any other benefits or entitlements to Brazilian Affected Employees, and shall, upon the reasonable request of Supplier, provide Supplier with legal documentation evidencing (i) termination of

Brazilian Affected Employees in accordance with applicable laws of Brazil, and (ii) timely payment of all severance, termination and any other benefits or entitlements to Brazilian Affected Employees.

8.1.1.6.3 **Kraft Commitments.** Kraft shall, and shall arrange for any applicable Eligible Recipients to: (i) not hinder Supplier in offering employment to Affected Personnel outside the United States; and (ii) as requested by Supplier, give reasonable assistance to employ Affected Personnel who are employees outside the United States, including: (A) providing reasonable access for Supplier to the Affected Personnel who are employees outside the United States for interviews and recruitment; and (B) providing an organizational chart showing the roles, responsibilities, authority, and salaries or resource values of all Affected Personnel who are employees outside the United States.

8.1.2 **Transitioned Employee Retention** . Except as otherwise provided in a Companion Agreement, if a Transitioned Employee's employment with Supplier is terminated within the first 24 months after such Transitioned Employee's Employment Effective Date for any reason other than Cause, that Transitioned Employee will be eligible to receive a severance payment as provided in **Section 8.2.9** . Supplier also shall not relocate a Transitioned Employee outside of their current geographic location (i.e., 50 miles during the 12 months immediately following such Transitioned Employee's Employment Effective Date, unless the possibility of such relocation is expressly disclosed in the Transitioned Employee's offer letter and agreed to by him or her at the time of hiring or thereafter. For a period of 12 months following the Effective Date, the Supplier will inform Kraft each month of Transitioned Personnel terminated by Supplier, or who otherwise leave the Supplier's employment for voluntary reasons. In addition, during such 12 month period, Supplier will keep the Transitioned Employees who remain employed by Supplier in jobs requiring skills that are similar to the skills required for their positions prior to transitioning to Supplier, and will evaluate such employees based on those required skills.

8.1.3 [Intentionally left blank]

8.1.4 **Additional Transitioned Employees** . During the six months following the Commencement Date, Kraft may designate additional employees of Kraft or its Affiliates who performed functions that were transferred to Supplier under this Agreement to whom offers of employment are to be extended by Supplier, provided that the number of such additional personnel cannot exceed five percent (5%) of the Transitioned Employees. The compensation and other terms and conditions of such offers of employment shall be as set forth in this **Article 8** and personnel accepting such offers shall be treated as Transitioned Employees for all purposes.

8.1.5 **Training/Career Opportunities** . Supplier shall offer training, skills development and career growth opportunities to Transitioned Employees that are at least as favorable as those offered generally to its similarly situated employees.

8.1.6 **Personnel Projection Matrix** . Set forth in the applicable Supplement is a staffing plan showing the planned deployment of Transitioned Employees (the " **Personnel Projection Matrix** "). Supplier shall not make material changes to the number of Transitioned Employees in the Personnel Projection Matrix for [* * *] from the Commencement Date without Kraft's prior approval, which shall not be unreasonably withheld and which shall be based on Kraft's reasonable satisfaction that such changes shall not have an adverse impact on the Supplier's

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

ability to perform its obligations under the Agreement. Supplier shall report monthly to Kraft any material changes to the Personnel Projection Matrix during the first 24 months following the Effective Date and quarterly through the [* * *] after the Effective Date. For purposes of this provision, a material change to the staffing is considered to be a change of [* * *] or more in any number (on a regional, but not Tower, basis) in the Personnel Projection Matrix. The Parties agree that such review and approval of the Personnel Projection Matrix or changes in the Personnel Projection Matrix shall not constitute joint employment.

8.1.7 **Employment Status** . The Parties agree that Transitioned Employees will no longer be considered employees of Kraft or any other Eligible Recipient, on and after their Employment Effective Dates. In addition, Supplier and Kraft will conduct their respective businesses in a manner to eliminate, or reduce to a significantly low level, the risk that, following the Commencement Date, Kraft or any other Eligible Recipient might be considered an employer, co-employer or joint employer of any employee of Supplier or its Affiliates or Subcontractors performing the Services, including the Transitioned Employees.

8.1.8 **Subcontractors** . Unless otherwise specified in the applicable Supplement, all offers of employment to personnel must be for employment by Supplier. To the extent the applicable Supplement specifies that any personnel will be offered employment with or transitioned to a Subcontractor or Affiliate of Supplier (rather than Supplier itself), such employment must be subject to and in strict accordance with the same requirements of this Agreement applicable to Supplier.

8.1.9 **Employees Who Reject or Do Not Receive Offers.** For a period of 12 months after the Commencement Date, the Supplier will not permit any Supplier Personnel, who obtains information about Affected Personnel who did not receive or accept an offer from Supplier or its Subcontractors, to directly or indirectly offer employment to any such Affected Kraft Foods Global Personnel.

8.2 **Employee Benefit Plans.**

8.2.1 **General** . Except as otherwise provided in this **Article 8** , each Transitioned Employee and his or her dependents shall be eligible to enroll, effective as of his or her Employment Effective Date, in the employee plans of Supplier that are made available to similarly situated employees of Supplier. Supplier shall provide Kraft with true and complete copies of its most recent employee plans for Kraft to review and compare with the Kraft employee plans. The compensation and benefits provided by Supplier to Transitioned Employees shall be no less favorable in the aggregate than the compensation and benefits generally available to similarly situated Supplier employees.

8.2.2 **Employee Welfare Benefit Plans** . Each Transitioned Employee shall be eligible as of his or her Employment Effective Date to participate immediately in Supplier's employee welfare benefit plans (" **welfare plans** "), which shall include medical care, hospitalization, life, accidental death and dismemberment, prescription drug, dental insurance benefits, short term disability and long term disability, to the extent such benefits are provided to similarly situated Supplier employees. Subject to the general comparability requirements of **Section 8.2.1** , eligibility for, the benefits of, and the amount, if any, of employee contributions toward welfare plan coverage will be determined by Supplier; provided, however, that each of Supplier's welfare plans shall waive all pre-existing condition exceptions, evidence of insurability, exclusionary provisions and/or waiting periods for each such Transitioned Employee and any eligible spouse or covered

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

dependents (except that proof of insurability may be required for life insurance coverage that exceeds the coverage amount such employee had with Kraft as of the Effective Date). In addition, any deductible amounts paid by any Transitioned Employee in the calendar year of his or her Employment Effective Date shall be applied toward any deductible requirement by Supplier's group insurance program for the calendar year of his or her Employment.

8.2.3 **Paid-Time-Off (Vacation/Sick Leave)** . Beginning on his or her Employment Effective Date, Supplier shall make available to all Transitioned Employees paid-time-off benefits for vacation and sick leave under its applicable plans. The paid-time-off vacation benefits provided by Supplier shall be no less favorable than the vacation benefits provided under the Transitioned Employee's existing plan as of his or her Employment Effective Date and generally available to similarly situated Supplier employees. The paid time-off benefits for sick-leave provided by Supplier shall be no less favorable than the sick-leave benefits generally available to similarly situated Supplier employees. Supplier shall recognize vacations plans made by the Transitioned Employees and approved by Kraft or another Eligible Recipient prior to his or her Employment Effective Date, that in each case were approved by Kraft prior to his or her Employment Effective Date (which Kraft will verify upon Supplier's request), and shall permit such Transitioned Employees to incur negative leave balances for this purpose so long as such balances will be earned during the current calendar year or other vacation plan period as may be required by applicable law.

8.2.4 **Pension Plans** . Each Transitioned Employee shall be eligible as of his or her Employment Effective Date to participate immediately in Supplier's applicable defined benefit or defined contribution pension plan.

8.2.5 **Savings Plans** . Each Transitioned Employee shall be eligible as of his or her Employment Effective Date to participate immediately in Supplier's applicable savings plan.

8.2.6 **Flexible Spending Account Plans** . Each Transitioned Employee shall be eligible as of his or her Employment Effective Date to participate in Supplier's applicable health care and dependent care reimbursement accounts .

8.2.7 **Tuition Assistance** . Transitioned Employees shall be eligible to participate in all tuition assistance programs provided by Supplier to its similarly situated employees. Courses which are in progress as of the enrolled Transitioned Employee's Employment Effective Date, for which tuition assistance has been approved by Kraft, and Courses which have been approved and paid for by the Transitioned Employee prior to the Transitioned Employees Employment Effective Date (which Kraft shall confirm at Supplier's request), shall be reimbursed by Supplier at the completion of the Course, provided all of the requisites for reimbursement under the Transitioned Employee's existing program have been approved. " **Course** " refers to specific classes in progress or scheduled to start during a particular term and does not refer to a degree program.

8.2.8 **Bonus Programs** . Supplier shall provide to the Transitioned Employees the same variable compensation, incentive compensation, and bonus programs as are available to similarly situated Supplier employees.

8.2.9 **Severance Pay Plans** . Supplier's employment offer to each Affected Kraft Foods Global Personnel will state that if the Affected Kraft Foods Global Personnel accepts the employment offer and is subsequently terminated by Supplier within the first [* * *] of employment with Supplier for any reason other than Cause, the Affected Kraft Foods Global Personnel (other than

Affected Kraft Foods Global Personnel outside of Canada who received severance from Kraft or another Eligible Recipient at the time they became Transitioned Employees) will be paid a lump sum payment in lieu of any other separation or severance payment in an amount equal to (1) the greater of (A) the [* * *] under the [* * *] as of the [* * *] with Kraft or the Eligible Recipient, as applicable, or (B) the [* * *] under [* * *] then current severance plan, *plus* (2) an additional amount to cover such employee's [* * *] (including a [* * *]) of obtaining [* * *] coverage for a time period equal to what would have been [* * *] had the [* * *] in clause (1) above been [* * *]. The Affected Kraft Foods Global Personnel outside of Canada who received severance from Kraft at the time they became Transitioned Employees shall only be entitled to the severance payment calculated under Supplier's then current severance plan. Supplier shall be entitled to reduce its severance payment to each Affected Kraft Foods Global Personnel in Canada, by the severance payment amount paid by Kraft to such personnel at the time such personnel was severed by Kraft, to the extent such reduction is permitted by applicable Law. After such 24 month period, all Transitioned Employees shall only be entitled to the severance payment calculated under Supplier's then-current severance plan. Payment of any such amount shall be contingent upon the Transitioned Employee signing a separation agreement deemed appropriate and used non-discriminatorily by Supplier (which will include, amongst its other terms, a release and/or waiver of any claims the Transitioned Employee may have against Supplier).

8.2.10 **Benefits Information Outside the U.S.** At the request of Supplier and within a reasonable time frame, Kraft or another applicable Eligible Recipient will deliver or make available the information set forth below.

8.2.10.1 **UK-Specific Information.** In the United Kingdom, copies of such information as is required to initiate and complete the transfer of employment per the EU Acquired Rights Directive and all tax, PAYE, social security and national insurance records and copies of any other agreed-upon documents or records that are relevant to the Affected Kraft Foods Global Personnel and any employees who transfer pursuant to the EU Acquired Rights Directive or similar applicable Laws, including, without limitation, those referred to in Regulation 55(2) Income Tax (Employment) Regulations 1993 and paragraph 32(1) schedule 1 Social Security (Contribution) Regulations 1979).

8.2.10.2 **Other Countries.** In countries other than the United States and the United Kingdom, such information as is required to initiate and complete the transfer of employment per the EU Acquired Rights Directive or similar applicable Laws; provided that:

8.2.10.2.1 Kraft shall, or shall arrange for an Eligible Recipient to, preserve the originals of such records or documents for a period of at least five years (or such shorter or longer period as may be required by any relevant laws) after the Commencement Date and shall allow Supplier access to the same at all reasonable times to the extent necessary to enable Supplier to deal with any matters relating to the Affected Personnel, and any employees who transfer pursuant to the EU Acquired Rights Directive or similar applicable Laws, and shall, as and when requested by Supplier to do so, produce the same to the relevant authorities.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

8.2.10.2.2 Should Kraft or an Eligible Recipient wish to dispose of or destroy any such records or documents prior to the expiration of three years after the Commencement Date, it shall not do so without informing Supplier of its intention to do so and if Supplier so requests, it shall deliver to Supplier such of the records or documents as Supplier may request.

8.2.11 **EU Benefits Liabilities.** All wages, salaries and entitlement to other benefits for Transitioned Employees in the EU (except as otherwise provided in this **Section 8.2.12**), and all the employer's liabilities for Transitioned Employees in the EU in respect of PAYE, tax deductions, social security payments and national insurance contributions relating thereto and arising on or after the Employment Effective Date shall be discharged by the Supplier during employment with the Supplier or its Subcontractors or Affiliates. In addition, except where otherwise required by applicable Laws, Kraft shall retain responsibility for administering and paying the pension benefits that were earned at Kraft or its Affiliates by the Transitioned Employees immediately prior to their Employment Effective Date. Kraft or the applicable Eligible Recipient shall be and remain liable for the payment of all such amounts accrued up to the Employment Effective Date.

8.2.12 **Non-EU Benefits Liabilities.** All wages, salaries and entitlement to other benefits for Transitioned Employees in non-EU countries, and all the employer's liabilities for Transitioned Employees in non-EU countries relating thereto and arising on or after the Employment Effective Date shall be discharged by the Supplier, during employment with the Supplier or its Subcontractors or Affiliates. Kraft or the applicable Eligible Recipient shall be and remain liable for the payment of all such amounts accrued up to the Employment Effective Date.

8.3 **Other Employee Matters.**

8.3.1 **Responsibility for Transitioned Employees** . As of the Employment Effective Date, the Transitioned Employees shall be employees of Supplier for all purposes. Supplier shall be responsible for all necessary recruiting and hiring costs associated with employing appropriate staff. In addition, Supplier shall be responsible for funding and distributing benefits under the benefit plans in which Transitioned Employees participate on or after the Transitioned Employee's Employment Effective Date and for paying any compensation and remitting any income, disability, withholding and other employment taxes for such Transitioned Employees beginning on the Employment Effective Date. Unless otherwise agreed, Kraft or the other applicable Eligible Recipient shall be responsible for funding and distributing benefits under the Kraft benefit plans in which Transitioned Employees participated prior to the Employment Effective Date and for paying any compensation and remitting any income, disability, withholding and other employment taxes for such Transitioned Employees for the period prior to the Employment Effective Date of such Transitioned Employee. Kraft or another applicable Eligible Recipient shall provide Supplier with such information in Kraft's possession reasonably requested by Supplier in order to fulfill its obligations under this **Article 8** .

8.3.2 **Principles for Other Countries** . The principles, rights, responsibilities and obligations articulated in this **Article 8** with respect to the hiring of the Affected Personnel in the United States (" **Principles** ") shall be applicable to Affected Personnel in countries other than the United States to the extent that the applicable Laws of such countries are not inconsistent with the Principles. To the extent the applicable Laws of any country are inconsistent with any of the Principles, the Parties shall, with regard to such Principles as they apply to Supplier Personnel in such country, restate such Principles to reflect as nearly as possible the original intentions of the

Parties regarding such Principles in accordance with applicable Law. In any event, Supplier performance of its obligations under this **Section 8.3.2** must both (i) comply with applicable Laws in each country, and (ii) comply with the Principles, as a minimum, except where applicable Law requires otherwise, all at no additional cost to Kraft.

8.3.3 **Hiring of Supplier Personnel at Expiration** . If, at the expiration of the Term, Kraft is required to hire any Supplier Personnel as a result of the EU Acquired Rights Directive or similar applicable Laws, [* * *] will reimburse [* * *] for any [* * *] made by [* * *] to (i) any such Supplier Personnel where Kraft or its Affiliates are assuming responsibility for the Services being performed by or on behalf of Supplier prior to the expiration of the Term, or (ii) any such Supplier Personnel performing Services from a location other than a Kraft Facility where Kraft is transferring responsibility for those Services to a third party that is not a Kraft Affiliate; provided in each case that Kraft, its Affiliates, or such third party, as the case may be, severs such Supplier Personnel within a reasonable period of time after such entity assumes responsibility for the Services.

8.4 **Key Supplier Personnel and Critical Affected Personnel.**

8.4.1 **Approval of Key Supplier Personnel.**

8.4.1.1 Before assigning an individual to act as one of the Key Supplier Personnel whether as an initial assignment or a subsequent assignment, Supplier shall notify Kraft of the proposed assignment at least 40 business days prior to the planned assignment, shall introduce the individual to appropriate Kraft representatives, shall provide reasonable opportunity for Kraft representatives to interview the individual, and shall provide Kraft with a resume, a plan describing the steps and education that will be performed regarding the turnover of responsibility to the proposed individual, and such other information about the individual as may be reasonably requested by Kraft. If Kraft in good faith objects to the proposed assignment, the Parties shall attempt to resolve Kraft's concerns on a mutually agreeable basis. If the Parties have not been able to resolve Kraft's concerns within five business days of Kraft communicating its concerns, Supplier shall not assign the individual to that position and shall propose to Kraft the assignment of another individual of suitable ability and qualifications.

8.4.1.2 Prior to the Commencement Date, Supplier shall identify and obtain Kraft's approval of all Supplier Personnel who will serve as Key Supplier Personnel. The positions designated by Kraft as being Key Supplier Personnel positions and the individuals that have been selected and approved for such positions as of the Effective Date are listed in **Schedule 5.4** . This **Schedule 5.4** shall be reviewed and modified as necessary as the Parties add or remove Supplements.

8.4.1.3 Kraft may from time to time change the positions designated as Key Supplier Personnel under this Agreement with Supplier's approval which shall not be unreasonably withheld.

8.4.2 **Continuity of Key Supplier Personnel** . For so long as the Key Supplier Personnel remains employed by Supplier, Supplier shall cause each of the Key Supplier Personnel to devote full time and effort to the provision of Services under this Agreement for a minimum of [* * *] from the date he or she assumes the position in question (provided that, in the case of Key Supplier

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Personnel assigned prior to any Commencement Date, the minimum period shall be [* * *] from the Commencement Date), to the extent permissible under applicable Laws. Supplier shall not transfer, or reassign any of the Key Supplier Personnel (except as a result of cause, or illness) or announce its intention to do so during the specified period without Kraft's prior approval, which Kraft may withhold in its sole discretion, except in the case of personal hardship, in which case Kraft will not unreasonably withhold its approval. In addition, even after the specified period, Supplier shall transfer, or reassign one of its Key Supplier Personnel only after (i) giving Kraft at least 40 business days prior notice of such action, (ii) identifying and obtaining Kraft's approval of a suitable replacement at least 30 days prior to such transfer, reassignment or removal and (iii) demonstrating to Kraft's reasonable satisfaction that such action will not have an adverse impact on Supplier's performance of its obligations under this Agreement. If Kraft in good faith objects to the proposed transfer, or reassignment, the Parties shall attempt to resolve Kraft's concerns on a mutually agreeable basis. If the Parties have not been able to resolve Kraft's concerns within five business days of Kraft communicating its concerns, Supplier shall not transfer, or reassign the individual from that position. Unless otherwise agreed, [* * *] shall [* * *] than [* * *] of the Key Supplier Personnel in any [* * *]. In the event of the voluntary resignation or termination of one of its Key Supplier Personnel during or after the specified period, Supplier shall (i) give Kraft as much notice as reasonably possible of such development, and (ii) expeditiously identify and obtain Kraft's approval of a suitable replacement. Notwithstanding any language to the contrary, the Parties agree that the same Key Supplier Personnel can work on both this Agreement and the GroceryCo MPSA on a simultaneous basis and any level of effort designation of "full time" or "part time" in **Schedule 5.4** for any such personnel will not be interpreted to prevent any such personnel from working on both this Agreement and the GroceryCo MPSA.

8.4.3 **Engagement of Contractors and Continuity of Critical Affected Personnel** . Supplier will take an assignment of Kraft contracts specified in **Schedule 12.1** for the Critical Affected Personnel who are contractors, or enter into replacements with such contractors. Subject to Supplier's employment policies, Supplier will not (i) transfer or reassign any Critical Affected Personnel who are Transitioned Employees during [* * *] after his or her Employment Effective Date, or (ii) transfer, reassign or discontinue the contract for Critical Affected Personnel who are contractors except for Cause during the [* * *] after the Commencement Date (or, in the case of contractors in Deferred Countries, [* * *] after the date Supplier begins providing Services from such country), in each case without Kraft's approval. In addition, in the event Supplier intends to terminate any Critical Affected Personnel who are Transitioned Employees during the [* * *] following the applicable Employment Effective Date, for any reason except Cause, Supplier will (A) provide timely notice to Kraft of its intent to terminate any of such Critical Affected Personnel in accordance with this Section, (B) take reasonable measures to ensure and demonstrate to Kraft's reasonable satisfaction that there will be adequate transfer of knowledge between such Critical Affected Personnel and Supplier, and (C) give due consideration to Kraft's concerns with respect to the impact of terminating such Critical Affected Personnel prior to so terminating any such person. Further, in the event Supplier wishes to terminate the contract for Critical Affected Personnel who are contractors anytime between the [* * *] after Supplier first engaged such contractors as provided above, for any reason except Cause, Supplier will (1) provide timely notice to Kraft of its intent to terminate the contract for contractors, (2) take reasonable measures to ensure and demonstrate to Kraft's reasonable satisfaction that there will be adequate transfer of knowledge between such contractors and Supplier, and (3) give due consideration to Kraft's concerns with respect to the impact of terminating such contractors prior to such [* * *].

8.4.4 **Retention and Succession** . Supplier shall implement and maintain a retention strategy designed to retain Key Supplier Personnel and Critical Affected Personnel (but only if reasonably necessary in the case of contractors) on the Kraft account for the prescribed period. Supplier shall also maintain active succession plans for each of the Key Supplier Personnel positions. Supplier shall implement various retention strategies to retain Key Supplier Personnel and Critical Affected Personnel, which, except for contractors, may include granting stock options, awards, salary increases, recognition events and other retention and incentive programs offered to similarly situated Supplier employees. Upon separation of any Key Supplier Personnel, Supplier shall provide notice to Kraft of such separation and identify potential suitable replacements.

8.5 **Supplier Account Executive.**

Supplier shall designate a Supplier Account Executive for the Services who, unless otherwise agreed by Kraft, shall maintain his or her office at Three Parkway North, Deerfield, Illinois 60015. The Supplier Account Executive shall (i) be one of the Key Supplier Personnel; (ii) be a full time employee of Supplier; (iii) subject to **Section 8.4.2 ,** devote his or her full time and effort to managing the Services; (iv) not be transferred, or reassigned for a [* * *] from the initial assignment (except as required by law or as a result of illness or disability), unless otherwise agreed by the Parties; (v) serve as the single point of accountability for the Services; (vi) be the single point of contact to whom all Kraft communications concerning this Agreement may be addressed; (vii) have authority to act on behalf of Supplier in all day-to-day matters pertaining to this Agreement; and (viii) have day-to-day authority for ensuring customer satisfaction and attainment of all Service Levels.

8.6 [* * *] **Supplier Account Executive and Key Supplier Personnel.**

8.6.1 **Supplier Account Executive** . At a minimum, [* * *] of the Supplier Account Executive's [* * *], to the extent such [* * *] is generally available to such employee in accordance with [* * *] program, shall be based upon (i) the level of [* * *] reflected in the periodic [* * *]; (ii) the extent to which [* * *] has [* * *] the [* * *] and [* * *] other [* * *] under [* * *]; (iii) [* * *] of the [* * *] relating to [* * *] and its [* * *] in [* * *], as reasonably determined by [* * *] and (iv) [* * *] determination as to whether [* * *] has [* * *] the [* * *] set by the [* * *] or his or her designee.

8.6.2 **Key Supplier Personnel** . At a minimum, [* * *] of the [* * *], to the extent such [* * *] is generally available to such employee in accordance with [* * *], of the Key Supplier Personnel listed on **Schedule 5.4** shall be based upon the factors set forth in **Section 8.6(a)** above.

8.6.3 **Evaluation Input** . Kraft shall have a meaningful opportunity to provide information to Supplier with respect to Kraft's evaluation of the performance of the Supplier Account Executive and the other Key Supplier Personnel and such evaluation shall be considered and accorded substantial weight by Supplier in establishing the [* * *] and [* * *] of such individuals.

8.7 **Supplier Personnel Are Not Kraft Employees.**

Except as otherwise expressly set forth in this Agreement, the Parties intend to create an independent contractor relationship and nothing in this Agreement shall operate or be construed as making Kraft (or any Eligible Recipients) and Supplier partners, joint venturers, principals, joint employers, agents or employees of or with the other. No officer, director, employee, agent, Affiliate, contractor or subcontractor retained by Supplier to perform work hereunder shall be deemed to be an officer, director, employee, agent, Affiliate, contractor or subcontractor of Kraft or the Eligible Recipients for any purpose.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Supplier, not Kraft or the Eligible Recipients, has the right, power, authority and duty to supervise and direct the activities of the Supplier Personnel, to compensate such Supplier Personnel for any work performed by them on the behalf of Kraft or the Eligible Recipients pursuant to this Agreement, and to terminate Supplier's employment of such personnel. Supplier, and not Kraft or the Eligible Recipients, shall be responsible and therefore solely liable for all acts and omissions of Supplier Personnel acting in the course of their employment, including acts or omissions constituting negligence, gross negligence, willful misconduct and/or fraud.

8.8 Replacement, Qualifications and Retention of Supplier Personnel.

8.8.1 **Sufficiency and Suitability of Personnel** . Supplier shall assign (or cause to be assigned) sufficient Supplier Personnel to provide the Services in accordance with this Agreement and such Supplier Personnel shall possess suitable competence, ability and qualifications and shall be properly educated and trained for the Services they are to perform.

8.8.2 **Requested Replacement** . In the event that Kraft determines lawfully and in good faith that the continued assignment to Kraft of any individual Supplier Personnel (including Key Supplier Personnel) is not in the best interests of Kraft or the Eligible Recipients, then Kraft shall give Supplier notice to that effect requesting that such Supplier Personnel be replaced. Supplier shall have 10 business days following Kraft's request for removal of such Supplier Personnel in which to investigate the matters forming the basis of such request, correct any deficient performance and provide Kraft with assurances that such deficient performance shall not recur (provided that, if requested to do so, Supplier shall immediately remove (or cause to be removed) the individual in question from all Kraft sites pending completion of Supplier's investigation and discussions with Kraft). If, following such 10 business day period, Kraft is not reasonably satisfied with the results of Supplier's efforts to correct the deficient performance and/or to ensure its non-recurrence, Supplier shall, as soon as possible, remove and replace such Supplier Personnel with an individual of suitable ability and qualifications, without cost to Kraft. Nothing in this provision shall operate or be construed to limit Supplier's responsibility for the acts or omission of the Supplier Personnel, or be construed as joint employment.

8.8.3 **Turnover Rate and Data** . Supplier will use commercially reasonable efforts to keep the turnover rate of personnel performing the Services to a level comparable or better than averages for large, well-managed first tier service providers performing similar services, and in any case as necessary to comply with the applicable Service Levels. If Kraft determines that the turnover rate of Supplier Personnel is higher than that noted above or otherwise has an adverse effect on Kraft, and so notifies Supplier, Supplier shall within 30 days (i) provide Kraft with data concerning Supplier's turnover rate, (ii) meet with Kraft to discuss the reasons for the turnover rate, and (iii) submit a proposal for reducing the turnover rate for Kraft's review and approval. Notwithstanding any transfer or turnover of Supplier Personnel, Supplier shall remain obligated to perform the Services without degradation and in accordance with the Service Levels.

8.8.4 **Restrictions on Performing Services to Competitors** . Neither Supplier nor any Subcontractor shall cause or permit any dedicated, client-facing Transitioned Personnel; Transitioned Personnel who are SAP basis programmers or database administrators; Critical Affected Personnel, other than contractors; or Key Supplier Personnel (who remain employed by Supplier or a Subcontractor) to perform services directly or indirectly for or market Supplier's services to a Direct Kraft Competitor either while engaged in the provision of Services or during the first [* * *] after the Effective Date for the Transitioned Employees and, with respect to: (a) each Key

Supplier Personnel, for a period of [* * *] immediately following the termination of his or her involvement in the provision of such Services without Kraft's prior written consent, and (b) each Critical Affected Personnel (who is not a Key Supplier Personnel and not a contractor), for a period of [* * *] immediately following the termination of his or her involvement in the provision of such Services without Kraft's prior written consent.

8.8.5 **Supplier Personnel** . Supplier shall comply with applicable Laws with respect to verifying the authorization of Supplier Personnel to work in any country in which they are assigned to perform Services. To the extent allowed by applicable laws and to the extent of consistency with market practice, for newly-hired Supplier employees (which does not include Transitioned Employees), Supplier shall perform or have performed a background check, drug test and credit test on all Supplier Personnel assigned to work hereunder, provided that, if a satisfactory background check was completed in connection with the hiring of such Supplier Personnel, it need not be repeated. Supplier Personnel who do not meet Supplier's hiring criteria shall not be assigned to work hereunder.

8.9 **Conduct of Supplier Personnel.**

8.9.1 **Conduct and Compliance** . While at Kraft Sites or Kraft Facilities, Supplier Personnel shall (i) comply with the Kraft Rules and other rules and regulations regarding personal and professional conduct, including Kraft Labor Policies listed in **Schedule 17.5** , generally applicable to personnel at such Kraft Sites (and communicated to Supplier in writing or by any other means generally used by Kraft to disseminate such information to its employees or contractors), (ii) comply with reasonable requests of Kraft or the Eligible Recipients personnel pertaining to personal and professional conduct, (iii) attend workplace training offered by Kraft and/or the Eligible Recipients at Kraft's request, and (iv) otherwise conduct themselves in a businesslike and professional manner. Provided Supplier has received reasonable notice from Kraft, Supplier shall ensure that any Supplier Personnel who provide Services at the applicable Kraft Site shall have passed background screening and drug testing to the extent such screening or testing is generally required of third party service providers performing work in such Kraft Sites for comparable periods of time, provided such requirement is permitted by applicable Law.

8.9.2 **Identification of Supplier Personnel** . All Supplier Personnel shall clearly identify themselves as Supplier Personnel and not as employees of Kraft and/or the Eligible Recipients. This shall include any and all communications, whether oral, written or electronic. Each Supplier Personnel shall wear a badge indicating that he or she is employed by Supplier or its Subcontractors when at a Kraft Site or Facility. Supplier personnel will be required to display a Kraft badge while at a Kraft Facility or Kraft Site, such badge will be clearly marked with the words "Contractor," on the front of the badge in an offsetting color to the badge background, to indicate that the Supplier personnel are not employees of Kraft or an Eligible Recipient.

8.9.3 **Restriction on Marketing Activity** . Except for marketing representatives designated in writing by Supplier to Kraft, none of the Supplier Personnel shall conduct any marketing activities to Kraft or Eligible Recipient employees at Kraft Facilities or sites (including marketing of any New Services), other than, subject to **Section 13.3** , reporting potential marketing opportunities to Supplier's designated marketing representatives.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

8.10 Substance Abuse.

8.10.1 Employee Removal . To the extent permitted by applicable Laws, Supplier shall immediately remove (or cause to be removed) any Supplier Personnel who is known to be or reasonably suspected of engaging in substance abuse while at Kraft Facility or Site, in a Kraft vehicle or while performing Services. In the case of reasonable suspicion, such removal shall be pending completion of the applicable investigation. Substance abuse includes the sale, attempted sale, possession or use of illegal drugs, drug paraphernalia, or, to the extent not permitted on at Kraft Facilities or Kraft Sites, alcohol, or the misuse of prescription or non-prescription drugs.

8.10.2 Substance Abuse Policy . Supplier represents and warrants that it has and will maintain substance abuse policies, in each case in conformance with applicable Laws, and Supplier Personnel will be subject to such policies. Supplier represents and warrants that it shall require its Subcontractors (other than Commodity Equipment and Transport Providers, product vendor specialists who Supplier engages on a temporary basis to address urgent problems, and Third Party Contractors under Third Party Contracts assumed by Supplier to the extent such contracts do not comply with this requirement as of the Effective Date) and Affiliates providing Services to have and maintain such policy in conformance with applicable Law and to adhere to this provision.

8.11 Union Agreements and WARN ACT.

8.11.1 Notice by Supplier . Supplier shall provide Kraft not less than 90 days notice of the expiration of any collective agreement with unionized Supplier Personnel if the expiration of such agreement or any resulting labor dispute could potentially interfere with or disrupt the business or operations of Kraft or an Eligible Recipient or impact Supplier's ability to timely perform its duties and obligations under this Agreement.

8.11.2 WARN Act Commitment . Supplier shall not, for a period of 90 days after the Commencement Date, cause any of the Transitioned Employees who were located at Kraft's Bannockburn facility prior to their Employment Effective Date to suffer "employment loss" as that term is construed under the Worker Adjustment and Retraining Notification Act (" **WARN Act** "), if such employment loss could create any liability for Kraft, the Eligible Recipients, or any of their respective Affiliates, under the WARN Act with respect to Kraft's Bannockburn facility, unless Supplier delivers notices under the WARN Act in a manner and at a time such that Kraft, the Eligible Recipients or their respective Affiliates bear no liability with respect thereto.

8.11.3 Responsibility . Supplier shall be responsible for any liability, cost, claim, expense, obligation or sanction attributable to any breach by Supplier of **Section 8.11.2** that results in Kraft or the Eligible Recipients being in violation of the WARN Act or the regulations promulgated thereunder with respect to Kraft's Bannockburn facility.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

8.12 **Application of Acquired Rights Directive and Similar Laws.** Each Party agrees to comply fully with its legal obligations under the EU Acquired Rights Directive and similar applicable Laws if and where applicable to the transfer of Affected Personnel to Supplier's or Supplier's Affiliate's employment, including (without limitation) its obligations regarding consultation and the giving of information.

8.13 **Reserved.**

8.14 **Directed Employees** . Kraft shall make available to Supplier for use in Supplier's performance of Services the employees of Kraft and its Affiliates listed on the applicable Supplement (so long as they remain employees with Kraft or its Affiliates and are not unavailable due to reasons beyond Kraft's reasonable control) for the period commencing on the Commencement Date and extending through the date specified for each such employee on the applicable Supplement (such period with respect to each such employee, the " **Directed Employee Period** " and each such employee during such respective period, a " **Directed Employee** "). Supplier shall provide direction to Kraft management personnel who will instruct Directed Employees to perform activities in connection with Supplier's performance of the Services in a manner consistent with the technical direction provided by Supplier. Supplier shall not have authority to fire, impose discipline or otherwise to take personnel related actions with respect to the Directed Employees. The Parties agree that no employer and employee relationship is to be created between Supplier and the Directed Employees, and that no co-employment relationship is created nor is intended to be created, and further that no employee benefits available to employees of Supplier shall accrue to the Directed Employees during the period such employees are employed by Kraft or its Affiliates. Supplier will at all times exercise its right to provide Kraft management with technical direction regarding the activities of the Directed Employee in accordance with Kraft's policies, and in consultation, as necessary, with the Kraft Contract Manager or his/her designee. In respect of the Directed Employees, Supplier shall not be responsible for implementing and administering Kraft human resources policies, practices or procedures, including without limitation those addressing hiring, compensation, promotions, transfers, terminations, employment related complaints, or general career development and performance management. Deficient performance by any Directed Employee while performing a function under Supplier's direction shall not constitute a failure by Kraft to perform any of its obligations under this Agreement, and, except as provided in the last sentence of this **Section 8.14** , shall not excuse Supplier from any of its obligations under this Agreement. Other terms applicable to the Directed Employees shall otherwise be as provided in the applicable Supplement. Supplier shall be excused for a Directed Employee's failure to perform as directed by Supplier if Supplier has notified Kraft in writing of such failure and Kraft has not thereafter caused the Directed Employee to promptly correct such failure.

9. **SUPPLIER RESPONSIBILITIES.**

9.1 **Policy and Procedures Manual.**

9.1.1 **Content** . As part of the Services, and at no additional cost, Supplier shall provide to Kraft and the Eligible Recipients a manual describing the policies and procedures that will govern the provision of the Services, including the content required by **Schedule 21.1** and those policies and procedures of Kraft and the Eligible Recipients that Kraft may designate from time to time (the " **Policy and Procedures Manual** ").

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.1.2 Updated Policy and Procedures Manual .

9.1.2.1 **Existing Services** . In connection with each Supplement for Services being performed by Supplier immediately preceding the applicable Supplement Effective Date, and at no additional cost to Kraft, Supplier shall develop and deliver to Kraft for its review, comment and approval (i) a reasonably complete draft of an updated Policy and Procedures Manual applicable to the Services under this Agreement containing additions and modifications applicable to and/or specified in such Supplement not later than thirty (30) days after the Supplement Effective Date, and (ii) a final draft of such updated Policy and Procedures Manual within sixty (60) days after the Supplement Effective Date. Kraft shall review the draft Policy and Procedures Manual and provide Supplier with comments and revisions. Supplier shall then incorporate any comments or suggestions of Kraft into the Policy and Procedures Manual and shall deliver a final revised version to Kraft within fifteen (15) business days of its receipt of such comments and suggestions for Kraft's approval.

9.1.2.2 **New Supplement Services** . In connection with each Supplement for Services not being performed by Supplier immediately preceding the applicable Supplement Effective Date, and at no additional cost to Kraft:

9.1.2.2.1 **Initial Outline** . Supplier shall deliver a detailed outline of changes, modifications and updates to the content to be included in the Policy and Procedures Manual within 30 days after the applicable Supplement Effective Date.

9.1.2.2.2 **Content Required Prior to the Commencement Date** . Supplier shall deliver the updated portions of the Policy and Procedures Manual that are required to be completed prior to the applicable Supplement Commencement Date (including content identified as such in the applicable Supplement) at least 30 days prior to the applicable Supplement Commencement Date.

9.1.2.2.3 **Content Required Following the Commencement Date** . Supplier shall deliver the complete Policy and Procedures Manual as soon as practicable but in any case no later than ninety (90) ⁄ days after the applicable Supplement Commencement Date.

9.1.2.2.4 **Kraft Review and Comments** . Supplier shall make any changes reasonably requested by Kraft with respect to the Materials delivered pursuant to this **Section 9.1.2.2** within 15 business days after receipt from Kraft, and shall resubmit such Materials for Kraft's further review and approval.

9.1.3 Revision and Maintenance. The Policy and Procedures Manual will be delivered and maintained by Supplier in hard copy and electronic formats and will be accessible electronically to Kraft management and Authorized Users in a manner consistent with Kraft's security policies.

9.1.4 Compliance . Subject to Supplier's responsibilities in **Sections 9.4** and **9.10.9** , Supplier shall keep its records related to each Supplement in accordance with GAAP, and perform the applicable Services in accordance with Kraft's requirements related to the Sarbanes-Oxley Act of 2002 as set forth in the applicable Supplement or **Schedule 17.4** , or otherwise provided in writing

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

by Kraft, and any and all applicable Laws and Kraft's then current policies and procedures applicable to Kraft in connection with this Agreement until the Policy and Procedures Manual is finalized and agreed upon by the Parties. Thereafter, Supplier shall perform the Services in accordance with the Policy and Procedures Manual. In the event of a conflict between the provisions of this Agreement and the Policy and Procedures Manual, the provisions of this Agreement shall control unless the Parties expressly agree otherwise and such agreement is set forth in the relevant portion of the Policy and Procedures Manual. Without limiting Supplier's obligations under this **Section 9.1.4** and **Sections 9.4** and **9.10.9** , Kraft acknowledges and agrees that it retains responsibility for its compliance with GAAP and the Sarbanes-Oxley Act of 2002.

9.1.5 **Modification and Updating** . Supplier shall promptly modify and update the Policy and Procedures Manual monthly to reflect changes in the operations or procedures described therein, to reflect new Supplements or other changes in the work to be performed, and to comply with Kraft Standards, the Technology Plan and Strategic Plans as described in **Section 9.5** . Supplier shall provide the proposed changes in the manual to Kraft for review, comment and approval. To the extent such change could (i) increase Kraft's total costs of receiving the Services; (ii) require material changes to the facilities, systems, software or equipment of Kraft and/or the Eligible Recipients; (iii) have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services, or (iv) violate or be inconsistent with the Kraft Standards, the Technology Plan or Strategic Plans, Supplier shall not implement such change without first obtaining Kraft's approval, which Kraft may withhold in its sole discretion.

9.1.6 **Annual Review** . The Parties shall meet to perform a formal annual review of the Policy and Procedures Manual on each anniversary of the Commencement Date.

9.2 **Reports.**

9.2.1 **Reports** . Supplier shall provide Kraft with reports pertaining to the performance of the Services and Supplier's other obligations under this Agreement sufficient to permit Kraft to monitor and manage Supplier's performance (" **Reports** "). The Reports to be provided by Supplier shall include those described in the applicable Supplement in the format and at the frequencies provided therein, as well as those reports provided by Kraft prior to the Commencement Date for the Snack Business and those that can be provided through ad hoc reporting capabilities in report-generating tools. In addition, from time to time, Kraft may identify additional Reports to be generated by Supplier and delivered to Kraft on an ad hoc or periodic basis. All Reports listed on the applicable Supplement shall be provided to Kraft as part of the Services [* * *]. If Supplier can generate such additional reports using Supplier Personnel, Systems and Software then-assigned to provide the Services without degradation of Services or Service Levels, Supplier will do so [* * *]. The Reports described in the applicable Supplement and, to the extent reasonably possible, all other Reports shall be provided to Kraft (i) by secure on-line connection in an electronic format capable of being accessed by Microsoft Office components and downloadable by Kraft, with the information contained therein capable of being displayed graphically and accessible from a web browser, and (ii) in traditional printed form.

9.2.2 **Back-Up Documentation** . As part of the Services, Supplier shall provide Kraft with such documentation and other information available to Supplier as may be reasonably requested by Kraft from time to time in order to verify the accuracy of the Reports provided by Supplier. In addition, Supplier shall provide Kraft with all documentation and other information reasonably requested by Kraft from time to time to verify that Supplier's performance of the Services is in compliance with the Service Levels and this Agreement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.2.3 **Correction of Errors** . As part of the Services, Supplier shall promptly correct any errors or inaccuracies in or with respect to the Reports, the information or data contained in such Reports, or other contract deliverables. Corrections will be done [* * *] where the error or inaccuracy was caused by Supplier or its agents, or Subcontractor's failure to perform its obligations in accordance with this Agreement, or by Managed Third Parties subject to **Section 6.6** .

9.3 **Governance Model; Meetings.**

9.3.1 **Governance Model** . The Parties shall manage their relationship under this Agreement using the governance model in **Schedule 6** .

9.3.2 **Meetings** . During the Term, representatives of the Parties shall meet periodically or as requested by Kraft to discuss matters arising under this Agreement, including any such meetings provided for under the Transition Plan described in the applicable Supplement. Each Party shall bear its own costs in connection with the attendance and participation of such Party's representatives in such meetings. Such meetings shall include, at a minimum, the following:

9.3.2.1 a periodic meeting at least monthly to review performance and monthly reports, planned or anticipated activities and changes that might impact performance, and such other matters as appropriate;

9.3.2.2 a quarterly management meeting to review the monthly reports, review Supplier's overall performance under the Agreement, review progress on the resolution of issues, provide a strategic outlook for Kraft's and the Eligible Recipients' information systems requirements, and discuss such other matters as appropriate;

9.3.2.3 a meeting associated with the transition and ongoing provision of the Services, quarterly during the first year of the Term and semi-annually thereafter;

9.3.2.4 a quarterly meeting of senior management of both Parties to review relevant contract and performance issues;

9.3.2.5 a periodic meeting of management of both Parties in which Supplier will (A) explain how the Systems that Supplier operates in connection with the provision of the Services work and are operated, (B) explain how the Services are provided (in such detail as Kraft may request), and (C) provide such training and documentation as Kraft may require for Kraft to understand and operate such Systems and provide the Services after the termination or expiration of the Agreement; and

9.3.2.6 such other meetings of Kraft and Supplier Personnel, including senior management of Supplier, as Kraft may reasonably request.

9.3.3 **Agenda and Minutes** . For each such meeting, upon Kraft request, Supplier shall prepare and distribute an agenda, which will incorporate the topics designated by Kraft. Supplier shall distribute such agenda in advance of each meeting so that the meeting participants may prepare for the meeting. In addition, upon Kraft request, Supplier shall record and promptly distribute minutes for every meeting for review and approval by Kraft.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.3.4 **Authorized User and Eligible Recipient Meetings** . Supplier shall notify the Kraft Contract Manager in advance of scheduled meetings with Authorized Users or Eligible Recipients (other than meetings pertaining to the provision of specific Services on a day-to-day basis) and shall invite the Kraft Contract Manager to attend such meetings or to designate a representative to do so.

9.4 **Quality Assurance and Internal Controls** .

9.4.1 Supplier shall develop and implement Quality Assurance and internal control processes and procedures, including implementing tools and methodologies, to ensure that the Services are performed in an accurate and timely manner, in accordance with (i) the Service Levels and other requirements of this Agreement, generally accepted practices of first-tier providers within the information technology industry, (iii) the Sarbanes-Oxley Act of 2002 to the extent of Supplier's obligations set out in the applicable Supplement **,** or the requirements in **Schedule 17.4** or otherwise provided in writing by Kraft, (iv) subject to **Section 15.10** , the Laws applicable to Kraft and the Eligible Recipients, and (vi) industry practice standards applicable to Kraft and the Eligible Recipients and the performance of the Services to the extent of Supplier's obligations set out in the applicable Supplement. Such processes, procedures and controls shall include verification, checkpoint reviews, testing, acceptance, and other procedures for Kraft to assure the quality and timeliness of Supplier's performance. Without limiting the generality of the foregoing, Supplier will:

9.4.1.1 Maintain a strong control environment in day-to-day operations, to assure that the following fundamental control objectives are met: (i) operational information and financial information (to the extent required to be provided under this Agreement, including for audit purposes) is valid, complete and accurate; (ii) operations are performed efficiently and achieve effective results, consistent with the requirements of this Agreement; and (iii) assets are safeguarded;

9.4.1.2 Build the following basic control activities into work processes: (i) accountability clearly defined and understood; (ii) access properly controlled; (iii) adequate supervision; (iv) transactions properly authorized; (v) transactions properly recorded; (vi) policies, procedures, and responsibilities documented; (vii) adequate training and education; (viii) adequate separation of duties; and (ix) recorded assets compared with existing assets;

9.4.1.3 Develop and execute a process to ensure periodic control self-assessments are performed with respect to all Services (such self-assessments to be performed at least annually unless and until Kraft approves less frequent self-assessments);

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.4.1.4 Maintain an internal audit function to sufficiently monitor the processes and Systems used to provide the Services (i.e., perform audits, track control measures, communicate status to management, drive corrective action, etc.). As part of such internal audit function, Supplier will:

9.4.1.4.1 Provide to Kraft, promptly after conducting any audit of Supplier's or its Affiliates' operations relating to the Services, a summary report that (i) describes the scope of audit, (ii) identifies control weaknesses and any adverse impacts on Kraft's operations, and (iii) sets forth a plan for remediation for any control weaknesses or adverse impacts that have been identified.

9.4.1.5 Conduct investigations of suspected fraudulent activities within Supplier's organization that impact or could impact Kraft or the Eligible Recipients. Supplier shall promptly notify Kraft of any such suspected fraudulent activity and the results of any such investigation as they relate to Kraft or the Eligible Recipients. At Supplier's request, Kraft shall provide reasonable assistance to Supplier in connection with any such investigation;

9.4.1.6 Comply with all applicable requirements and guidelines set forth in **Schedule 17.4** , or otherwise provided in writing by Kraft in order to assist Kraft to meet the requirements of the Sarbanes-Oxley Act of 2002 and implementing regulations promulgated by the United States Securities and Exchange Commission and the Public Company Accounting Oversight Board, as well as similar Laws in other jurisdictions;

9.4.1.7 Recommend and, with Kraft's prior approval, implement compliance measures to satisfy Sarbanes-Oxley requirements and similar requirements in other jurisdictions, including as described in the applicable Supplement and **Schedule 17.4** ; and

9.4.1.8 Cause the policies, processes and procedures used by Supplier to interface with Kraft to provide the Services and the reports, user interfaces, and deliverables or outputs of the Services that are made available to Kraft to be in conformance with the generally accepted practices of the Information Technology Infrastructure Library (" **ITIL** ") by the Commencement Date, except as otherwise required in the applicable Supplement or as otherwise agreed upon by the Parties.

9.4.2 Supplier shall submit such processes, procedures and controls for any changes made or new functions introduced by Supplier to Kraft for its review, comment and approval within 60 days after the Effective Date and shall use commercially reasonable efforts to finalize such processes, procedures and controls and obtain Kraft's final approval within 60 days after the Effective Date. Where Supplier is required to document any processes, procedures and controls of Kraft existing as of the Effective Date, Supplier shall provide that documentation to Kraft for its review, comment and approval within 120 days after the Effective Date. Upon Kraft's approval, such processes and procedures shall be included in the Policy and Procedures Manual. Prior to the approval of such processes and procedures by Kraft, Supplier shall adhere strictly to Kraft's then current policies procedures, and controls. No failure or inability of the quality assurance procedures to disclose any errors or problems with the Services shall excuse Supplier's failure to comply with the Service Levels and other terms of this Agreement.

9.5 Processes, Procedures, Architecture, Standards and Planning .

9.5.1 Supplier Support . As requested by Kraft, Supplier shall assist Kraft on an on-going basis in defining (A) information technology and other standards, policies, practices, processes, procedures and controls to be adhered to and enforced by Supplier in the performance of the Services; and (B) the associated IT technologies architectures, standards, products and systems to

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

be provided, operated, managed, supported and/or used by Supplier in connection therewith (collectively, the " **Kraft Standards** "). As of the Effective Date, the Kraft Standards include the standards set forth on **Schedule 8** . Supplier also shall assist Kraft on an annual basis or otherwise as requested by Kraft in preparing Strategic Plans and short-term implementation plans. The assistance to be provided by Supplier shall include: (i) active participation with Kraft representatives on permanent and ad-hoc committees and working groups addressing such issues; (ii) assessments of the then-current Kraft Standards at a level of detail sufficient to permit Kraft to make informed business decisions; (iii) analyses of the appropriate direction for such Kraft Standards in light of business priorities, business strategies, competitive market forces, and changes in technology; (iv) the provision of information to Kraft regarding Supplier's technology, business processes and telecommunications strategies for its own business that Supplier generally makes available to its customers; and (v) recommendations regarding standards, processes, procedures and controls and associated technology architectures, standards, products and systems. With respect to each recommendation, Supplier shall provide the following at a level of detail sufficient to permit Kraft to make an informed business decision: (i) the projected cost to Kraft and the Eligible Recipients and cost/benefit analyses; (ii) the changes, if any, in the personnel and other resources Supplier, Kraft and/or the Eligible Recipients will require to operate and support the changed environment; (iii) the resulting impact on the total costs of Kraft and the Eligible Recipients; (iv) the expected performance, quality, responsiveness, efficiency, reliability, security risks and other service levels; and (v) general plans and projected time schedules for development and implementation. Any assistance provided by [* * *] under [* * *] or [* * *], [* * *], or [* * *] (except as otherwise provided in [* * *]) shall be at no [* * *] beyond the [* * *] specified in [* * *] for the Services, unless an [* * *] has been approved by [* * *].

9.5.2 **Supplier Familiarity with Kraft Standards** . Supplier is fully informed as to the Kraft Standards as of the Commencement Date, including through due diligence and its hiring of the Transitioned Employees, to the extent such Kraft Standards have been made available to Supplier. Supplier shall be responsible for including in the applicable Policy and Procedures Manual in accordance with **Section 9.1** the Kraft Standards delivered to Supplier in writing prior to the Effective Date and indicated as such. Additions, deletions or modifications to the Kraft Standards shall be communicated in writing by Kraft to Supplier.

9.5.3 **Kraft Authority and Supplier Compliance** . Kraft shall have final authority to promulgate Kraft Standards and Strategic Plans and to modify or grant waivers from such Kraft Standards and Strategic Plans. Supplier shall (i) comply with and implement the Kraft Standards and Strategic Plans in providing the Services, (ii) work with Kraft to enforce the Kraft Standards and Strategic Plans, (iii) modify the Services as and to the extent necessary and to a schedule to conform to such Kraft Standards and Strategic Plans, and (iv) obtain Kraft's prior written approval for any deviations from such Kraft Standards and Strategic Plans. Notwithstanding the requirements in this Agreement regarding Supplier's compliance with the Kraft Standards, Kraft acknowledges that Supplier's shared service Systems, which Supplier uses to provide services to both Kraft and Supplier's other customers, will not be required to be in compliance with the Kraft Standards, provided that such Systems must still meet the requirements set forth in **Sections 13.2** and **15.11.1** , and must otherwise be sufficient to enable Supplier to meet its other obligations under this Agreement.

9.5.4 **Financial, Forecasting and Budgeting Support** . To support Kraft's forecasting and budgeting processes, Supplier shall provide the following processes information regarding the costs to be incurred by Kraft and/or the Eligible Recipients in connection with the Services and the

cost/benefit to Kraft and/or the Eligible Recipients associated therewith: (i) actual and forecasted utilization of Resource Units; (ii) actual and forecasted changes in the total cost or resource utilization of Kraft and the Eligible Recipients associated with changes to the environment; (iii) opportunities to modify or improve the Services, to reduce the Charges, Pass-Through Expenses or retained expenses incurred by Kraft; and (iv) such other information as Kraft may reasonably request. Such information shall be provided at Kraft's request and in accordance with the schedule established by Kraft.

9.5.5 **Technology Plan** . Supplier shall develop and implement a technology and business process plan that is consistent with the Kraft Standards and Strategic Plan and that shows how Supplier will provide the Services to enable Kraft to achieve the Strategic Plan objectives and to implement and support Kraft's business, information technology objectives and strategies (" **Technology Plan** "). The development of the Technology Plan will be an iterative process that Supplier shall carry out in consultation with Kraft. The timetable for finalization of the Technology Plan shall be set each year having regard to the timetable for the Strategic Plan.

9.5.5.1 **Process** . The process for developing and approving the Technology Plan shall be as follows. Supplier shall provide a draft Technology Plan each year that includes multi-year implementation plans to achieve multi-year objectives. Kraft shall review the draft Technology Plan and provide requested amendments. Supplier shall incorporate any such amendments, unless it reasonably believes that any requested amendment would not assist Kraft to achieve its objectives and strategies. Kraft and Supplier shall escalate any disagreements about requested amendments to the draft Technology Plan in accordance with the dispute resolution procedure in **Article 19** . Following approval by Kraft, the draft Technology Plan will replace the previous plan. Approval of the Technology Plan by Kraft shall not relieve Supplier of any obligation under this Agreement in relation to its provision of the Services.

9.5.5.2 **Contents** . In the Technology Plan, Supplier shall, among other things, include plans for: (A) refreshing Equipment and Software (consistent with the refresh cycles defined in defined in this Agreement, its Schedules, or the applicable Supplement); (B) adopting new technologies and business processes as part of the Technology Evolution of the Services, as defined in this Agreement; and (C) maintaining flexibility as described in **Section 9.17** . In the Technology Plan, Supplier shall also present a reasonably detailed implementation plan for the upcoming year, and a high level implementation plan for subsequent years, in each case for the achievement of the Strategic Plan and the Kraft Standards.

9.5.5.3 **Compliance** . Supplier shall comply with the Technology Plan at all times, unless Kraft agrees to depart from the Technology Plan. Any such agreement to depart from the Technology Plan from the date on which it is signed by Kraft will not relieve Supplier of its responsibilities under the previous plan prior to the date of such agreement.

9.6 **Change Control** .

9.6.1 **Compliance with Change Control Procedures** . If Supplier desires or is required to make any change in the information technology or other standards, processes, procedures and controls or associated IT technologies, architectures, standards, products, Software, Equipment, Systems,

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Services or Materials provided, operated, managed, supported or used in connection with the Services, Supplier shall comply with the change control procedures specified in the Policy and Procedures Manual (" **Change Control Procedures** "). The Policy and Procedures Manual shall contain a procedure that allows Kraft to exercise the approval rights in this Section and complies with the following requirements:

9.6.1.1 **Impact Assessment** . If Supplier desires or is required to make any change, upgrade, replacement or addition that may have an adverse impact or require changes as described in **Section 9.6.3** or increase the risk of Supplier not being able to provide the Services in accordance with this Agreement or violate or be inconsistent with Kraft Standards or Strategic Plans, then Supplier shall prepare a written risk assessment and mitigation plan: (i) describing in detail the nature and extent of such adverse impact or risk; (ii) describing any benefits, savings or risks to Kraft or the Eligible Recipients associated with such change; and (iii) proposing strategies to mitigate any adverse risks or impacts associated with such change and, after consultation and agreement with Kraft, implement the plan.

9.6.1.2 **Comparison Testing** . Each time that Supplier makes a material change (more than, for instance, routine maintenance or like for like changes in the environment) to the Software, Equipment, Systems, Services or Materials Supplier shall perform a comparison test at a reasonable and mutually agreed level of detail to ensure the change will not have an adverse impact on the costs, business, or environment of Kraft or an Eligible Recipient or on the functionality interoperability, performance, accuracy, speed, legality, responsiveness, quality or resource efficiency of, the Services. In addition, at Kraft's request, Supplier shall perform a comparison at a reasonable and mutually agreed level of detail, between the amount of Resource Units required to perform a representative sample of the Services being performed for Kraft and the Eligible Recipients immediately prior to the change and immediately after the change. Kraft shall not be required to pay for increased Resource Unit usage due to a change except to the extent that such change is requested or approved by Kraft after notice from Supplier of such increased Resource Unit usage.

9.6.1.3 Prior to making any change or using any new (e.g., not tested in or for the Kraft environment) Software, Equipment or System to provide the Services, Supplier shall have verified by appropriate testing that the change or item has been properly installed, is operating in accordance with its specifications, is performing its intended functions in a reliable manner and is compatible with and capable of operating as part of the Kraft environment. This obligation shall be in addition to any unit testing done by Supplier as part of routine deployment or installation of Software or Equipment.

9.6.2 **Financial Responsibility for Changes** . Unless otherwise set forth in this Agreement, including as specified in **Schedule 11.1** , **12.1** or **12.3** or the applicable Supplement, or approved in accordance with **Section 9.6.3** or otherwise, Supplier shall bear all charges, fees and costs associated with any change desired by Supplier, including all charges, fees and costs associated with (i) the design, installation, implementation, testing and rollout of such change, (ii) any modification or enhancement to, or substitution for, any impacted business process or associated Software, Equipment, System, Services or Materials, (iii) any increase in the cost to Kraft or the

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Eligible Recipients of operating, maintaining or supporting any impacted business process or associated Software, Equipment, System, Services or Materials, and (iv) subject to **Section 9.6.8** , any increase in Resource Unit usage resulting from such change.

9.6.3 **Kraft Approval – Cost, Adverse Impact** . Supplier shall make no change which will (i) increase Kraft's total cost of receiving the Services; (ii) require material changes to, or have an adverse impact on, Kraft's or an Eligible Recipient's business, operations, facilities, business processes, systems, software, utilities, tools or equipment (including those provided, managed, operated, supported and/or used on their behalf by Kraft Third Party Contractors); (iii) require Kraft or the Eligible Recipients, at their expense, to install a new version, release, upgrade of, or replacement for, any Software or Equipment or to modify any Software or Equipment; (iv) have a material adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; (v) have an adverse impact on any Applications run by Kraft or the Eligible Recipients; (vi) have an adverse impact on Supplier's ability to adequately deliver the Services; (vii) have an adverse impact on the cost, either actual or planned, to Kraft of terminating all or any part of the Services or exercising its right to in-source or use third parties; (viii) have an adverse impact on Kraft's or an Eligible Recipient's environment (including its flexibility to deal with future changes, interoperability and its stability); (ix) introduce new technology to Kraft's or an Eligible Recipient's environment or business, to the extent that such introduction has or may have an impact on Kraft's or an Eligible Recipient's environment; (x) have an adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality, cost or resource efficiency of Kraft's Retained Systems and Business Processes; or (xi) violate or be inconsistent with Kraft Standards or Strategic Plans as specified in **Section 9.5** , without first obtaining Kraft's approval, which approval Kraft may withhold in its sole discretion. If Supplier desires to make such a change, it shall provide to Kraft a written proposal describing in detail the extent to which the desired change may affect the functionality, performance, price or resource efficiency of the Services and any benefits, savings or risks to Kraft or the Eligible Recipients associated with such change.

9.6.4 **Information for Exercise of Strategic Authority** . In order to facilitate Kraft's strategic control pursuant to **Section 9.5** , Supplier will provide Kraft with such information as Kraft shall reasonably require prior to making any proposed change. Such information shall include, at a minimum, a description of the proposed rights of Kraft and the Eligible Recipients with respect to ownership and licensing (including any related restrictions) relating to such Software, Equipment or other technology or Materials. Such description shall include the license fees, maintenance fees and/or purchase or lease terms (if any) for use of such Software, Equipment or other technology or Materials by Kraft, the Eligible Recipients and their respective third party contractors upon termination or expiration of the Term and any limitations or conditions on such use.

9.6.5 **Temporary Emergency Changes** . Notwithstanding the foregoing, Supplier may make temporary changes required by an emergency if it has been unable to contact the Kraft Contract Manager or his or her designee to obtain approval after making reasonable efforts. Supplier shall document and report such emergency changes to Kraft not later than the next business day after the change is made. Such changes shall not be implemented on a permanent basis unless and until approved by Kraft.

9.6.6 **Implementation of Changes** . Supplier will schedule and implement all changes so as not to (i) disrupt or adversely impact the business or operations of Kraft or the Eligible Recipients, (ii) degrade the Services then being received by them, or (iii) interfere with their ability to obtain the full benefit of the Services.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.6.7 **Planning and Tracking** . On a monthly basis, Supplier will prepare a rolling quarterly "look ahead" schedule for ongoing and planned changes for the next three months. The status of changes will be monitored and tracked by Supplier against the applicable schedule.

9.6.8 **Comparisons** . For any change, Supplier shall, upon Kraft's request, perform a comparison at a reasonable and mutually agreed level of detail, between the amount of Resource Units required to perform a representative sample of the Services being performed for Kraft and the Eligible Recipients immediately prior to the change and immediately after the change. Kraft shall not be required to pay for increased Resource Unit usage due to a change except to the extent that such change is requested or approved by Kraft after notice from Supplier of such increased Resource Unit usage.

9.7 **Software Currency** .

9.7.1 **Currency of Software** . Subject to and in accordance with **Sections 6.4** , **9.5** , **9.6** , **9.7.3** and the applicable Supplement, Supplier will maintain reasonable currency, in compliance at least with the currency requirements set forth in the applicable Supplement (including the subsidiary schedules to the applicable Supplement), for Software for which it is financially responsible under this Agreement and to provide maintenance and support for new releases and versions of Software for which it is operationally responsible. At Kraft's direction, Supplier shall operate multiple releases or versions of Software, [* * *], consistent with Supplier's obligations under the applicable Supplement. Supplier shall use commercially reasonable efforts to support Software that is beyond the support requirements of the applicable Supplement . In addition, unless otherwise directed by Kraft, Supplier shall keep Software within release levels supported by the appropriate third party vendor to ensure compatibility with other Software or Equipment components of the Systems and of Kraft's Retained Systems and Business Processes. For purposes of this Section, " **reasonable currency** " shall mean that, unless otherwise directed by Kraft, (i) Supplier shall maintain Software within one Major Release of the then current Major Release, unless otherwise specified in the applicable Supplement, and (ii) Supplier shall install Minor Releases promptly or earlier, if requested by Kraft.

9.7.2 **Evaluation and Testing** . Prior to installing a new Major Release or Minor Release, Supplier shall evaluate and test such Release to verify that it will perform in accordance with this Agreement and the Kraft Standards and Strategic Plans and that it will not (i) increase Kraft's total cost of receiving the Services; (ii) require material changes to Kraft's or the Eligible Recipient's business, facilities, systems, software or equipment; (iii) adversely impact the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services; or (iv) violate or be inconsistent with Kraft Standards or Strategic Plans or applicable Laws. The evaluation and testing performed by Supplier shall be at least consistent with the reasonable and accepted industry norms applicable to the performance of such Services and shall be at least as rigorous and comprehensive as the evaluation and testing usually performed by highly qualified service providers under such circumstances.

9.7.3 **Approval by Kraft** . Notwithstanding **Section 9.7.1** , Supplier shall confer with Kraft prior to installing any Major Release or Minor Release, shall provide Kraft with the results of its testing and evaluation of such Release and a detailed implementation plan and shall not install such Release if directed not to do so by Kraft; provided that Supplier will be provided relief from

meeting any affected Service Levels due to Kraft's decision not to install such Release, but only if (i) Supplier notifies Kraft that not installing the Release will impact Supplier's ability to meet a Service Level; (ii) Supplier identifies and considers all reasonable alternatives available to address and avoid the impending performance failure; and (iii) Supplier uses commercially reasonable efforts to meet such Service Levels notwithstanding Kraft's rejection of the Release. Where specified by Kraft, Supplier shall not install new Software releases or make other Software changes until Kraft has completed and provided formal signoff on successful user acceptance testing. Supplier shall not install new Software releases or make other Software changes if doing so would require Kraft or the Eligible Recipients to install new releases of, replace, or make other changes to Applications Software or other Software for which Kraft is financially responsible unless Kraft consents to such change. Supplier shall install, operate and support multiple versions of the same Software as and to the extent directed to do so by Kraft.

9.7.4 **Updates by Kraft** . Kraft and the Eligible Recipients shall have the right, but not the obligation, to install new releases of, replace, or make other changes to Applications Software or other Software for which Kraft is financially responsible under this Agreement.

9.8 **Network Configuration Data** .

Supplier (i) shall provide Kraft (and its third party vendors) with network configuration data to the extent relevant to Kraft's and the Eligible Recipients use of the network supported by Supplier; and (ii) hereby grants to Kraft (and its third party vendors) the unlimited right to use such data in connection with businesses of Kraft and the Eligible Recipients.

9.9 **Access to Specialized Supplier Skills and Resources; [***] Regarding [***].**

9.9.1 **Specialized Services.** Upon Kraft's request, Supplier shall provide Kraft and the Eligible Recipients with prompt access to Supplier's specialized services, personnel and resources pertaining to information technology standards, processes and procedures and associated software, equipment and systems on an expedited basis taking into account the relevant circumstances (the " **Specialized Services** "). The Parties acknowledge that the provision of such Specialized Services may, in some cases, constitute New Services for which Supplier is entitled to additional compensation, but in no event shall Supplier be entitled to any additional compensation for New Services under this subsection unless the Kraft Contract Manager and Supplier Account Executive, or their authorized designee, expressly agree upon such additional compensation or Supplier's entitlement to additional compensation is established through the dispute resolution process.

9.9.2 [* * *] **Regarding** [* * *] **.** If [* * *] authorizes [* * *] to proceed but the Parties disagree as to whether the [* * *] constitutes [* * *], [* * *] shall proceed with [* * *] to the extent that [* * *] that (a) [* * *] reasonably believes is [* * *] to [* * *] or [* * *] (e.g., [* * *] that if not [* * *] could [* * *] provision of [* * *]), or (b) if [* * *] does not reasonably believe [* * *] is [* * *] to [* * *], and [* * *] (i) can be performed by [* * *] without requiring it to [* * *], or (ii) if it requires [* * *] use of a [* * *], such [* * *] is within the [* * *] performing [* * *]. If [* * *] is required to proceed with the [* * *] pursuant to the above, the [* * *] shall be submitted to [* * *] pursuant to [* * *]. In that event, the Parties agree to expedite the [* * *]. For all other requests not meeting the conditions in clauses (a) or (b) above, [* * *] may elect to not [* * *] on such [* * *] until the Parties agree on the key terms and conditions for [* * *], including the scope and pricing [* * *].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.10 Audit Rights.

9.10.1 **Contract Records** . Supplier shall, and shall cause its Subcontractors and suppliers to, maintain complete and accurate records of and supporting documentation for all Charges, all Kraft Data and all transactions, authorizations, changes, implementations, soft document accesses, reports, filings, returns, analyses, procedures, controls, records, data or information created, generated, collected, processed or stored by Supplier in the performance of it's obligations under this Agreement (" **Contract Records** "); provided, however, that the requirement above to cause Subcontractors and suppliers to comply shall not apply to product vendor specialists who Supplier engages on a temporary basis to address urgent problems, to Third Party Contracts assumed from Kraft to the extent such contracts do not cover such requirement, or vendors of Supplier Overhead Materials; it being understood that Supplier shall remain responsible for retaining Contract Records pertaining to its transactions with such Subcontractors and suppliers. Supplier shall maintain such Contract Records in accordance with applicable Laws, subject to **Section 15.10.1** . Supplier shall retain Contract Records in accordance with Kraft's record retention policy as modified from time to time and provided to Supplier in writing during the Term and any Termination Assistance Services period and thereafter through the end of the second full calendar year after the calendar year in which Supplier stopped performing Services (including Termination Assistance Services).

9.10.2 **Operational Audits** . During the Audit Period Supplier shall, and, if and to the extent (i) appropriate in Kraft's reasonable judgment given the nature of the services or products being provided by them and (ii) the purpose for the audit of any Subcontractor or supplier cannot be reasonably satisfied, in the reasonable judgment of Kraft's auditors, through an audit of Supplier, shall cause its Subcontractors and suppliers (other than Commodity Equipment and Transport Providers, product vendor specialists who Supplier engages on a temporary basis to address urgent problems, Third Party Contractors under Kraft assigned contracts to the extent such contracts do not comply with this requirement as of the Effective Date, and vendors of Supplier Overhead Materials) to provide to Kraft (and internal and external auditors, inspectors, regulators and other representatives that Kraft may designate from time to time, including customers, vendors, licensees and other third parties to the extent Kraft or the Eligible Recipients are legally or contractually obligated to submit to audits by such entities) access at reasonable hours, and following reasonable notice (with 30 days prior written notice deemed to be reasonable notice for planned or routine audits, but as soon as practicable for more urgent audits, or as required by government inspectors or regulators) to the extent such notice is available to Kraft, to Supplier Personnel, to the facilities at or from which Services are then being provided and to Supplier records and other pertinent information, all to the extent relevant to the Services and Supplier's obligations under this Agreement. Such access shall be provided for the purpose of performing audits and inspections, to (i) verify the integrity of Kraft Data; (ii) examine the systems that process, store, support and transmit that data; (iii) examine the internal controls (e.g., information technology controls, organizational controls, input/output controls, system modification controls, processing controls, system design controls, and access controls) and the security, disaster recovery and back-up practices and procedures; (iv) examine Supplier's performance of the Services; (v) verify Supplier's reported performance against the applicable Service Levels; (vi) examine Supplier's measurement, monitoring and management tools; and (vii) enable Kraft and the Eligible Recipients to meet applicable legal, regulatory and contractual requirements (including those associated with the Sarbanes-Oxley Act of 2002 and the implementing regulations promulgated by the United States Securities and Exchange Commission and Public Company Accounting Oversight Board), in each case (i) through (vii) to the extent applicable to

the Services. Supplier shall (i) provide any assistance reasonably requested by Kraft or its designee in conducting any such audit, including installing and operating audit software; (ii) make requested personnel, records and information available to Kraft or its designee; and (iii) in all cases, provide such assistance, personnel, records and information in an expeditious manner to facilitate the timely completion of such audit. If an audit reveals a breach of this Agreement by Supplier that is material relative to the scope of the audit, Supplier shall promptly reimburse Kraft for the actual cost of such audit and any damages, fees, fines, or penalties assessed against or incurred by Kraft as a result thereof.

9.10.3 **Financial Audits** . During the Audit Period Supplier shall, and, if and to the extent the purpose for the audit of any Subcontractor cannot be reasonably satisfied, in the reasonable judgment of Kraft's auditors, through an audit of Supplier, shall cause its Subcontractors (other than Commodity Equipment and Transport Providers, product vendor specialists who Supplier engages on a temporary basis to address urgent problems, Third Party Contractors under Kraft assigned contracts to the extent such contracts do not comply with this requirement as of the Effective Date, and vendors of Supplier Overhead Materials) to, provide to Kraft (and internal and external auditors, inspectors, regulators and other representatives that Kraft may designate from time to time, including customers, vendors, licensees and other third parties to the extent Kraft or the Eligible Recipients are legally or contractually obligated to submit to audits by such entities) access at reasonable hours, and following reasonable notice (with 30 days prior written notice deemed to be reasonable notice for planned or routine audits, but as soon as practicable for more urgent audits, or as required by government inspectors or regulators) to the extent such notice is available to Kraft, to Supplier Personnel and to Contract Records and other pertinent information to conduct financial audits, all to the extent relevant to the performance of Supplier's obligations under this Agreement. Such access shall be provided for the purpose of performing audits and inspections to (i) verify the accuracy and completeness of Contract Records, (ii) verify the accuracy and completeness of Charges and any Pass-Through Expenses and Out-of-Pocket Expenses, (iii) examine the financial controls, processes and procedures utilized by Supplier, (iv) examine Supplier's performance of its other financial and accounting obligations, and (v) enable Kraft and the Eligible Recipients to meet applicable legal, regulatory and contractual requirements, in each case (i) through (v) to the extent applicable to the Services and/or the Charges for such Services. Supplier shall (A) provide any assistance reasonably requested by Kraft or its designee in conducting any such audit, (B) make requested personnel, records and information available to Kraft or its designee, and (C) in all cases, provide such assistance, personnel, records and information in an expeditious manner to facilitate the timely completion of such audit. If any such audit reveals an overcharge by Supplier, and Supplier does not successfully dispute the amount questioned by such audit in accordance with **Article 19** , Supplier shall promptly pay to Kraft the amount of such overcharge, together with interest from the date of Supplier's receipt of such overcharge at the Interest Rate. In addition, if any such audit reveals an overcharge of more than two percent of the audited Charges in any Charges category, Supplier shall promptly reimburse Kraft for the actual cost of such audit (including auditors' fees). If any such audit reveals an undercharge by Supplier in the Charges for a particular Charges category, Kraft shall promptly pay to Supplier the amount of such undercharge, except to the extent the invoice for such undercharge is not permitted by **Section 12.1.4.**

9.10.4 **Audit Assistance** . Kraft and certain Eligible Recipients may be subject to regulation and audit by governmental bodies, standards organizations, other regulatory authorities, customers or other parties to contracts with Kraft or an Eligible Recipient under applicable Laws, rules, regulations, standards and contract provisions. If a governmental body, standards organization, other

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

regulatory authority or customer or other party to a contract with Kraft or an Eligible Recipient exercises its right to examine or audit Kraft's or an Eligible Recipient's books, records, documents or accounting practices and procedures pursuant to such Laws, rules, regulations, standards or contract provisions, Supplier shall provide all assistance reasonably requested by Kraft or the Eligible Recipient in responding to such audits or requests for information and shall do so in an expeditious manner to facilitate the prompt closure of such audit or request.

9.10.5 General Procedures .

9.10.5.1 Supplier shall obtain audit rights equivalent to those specified in this **Section 9.10** from all Subcontractors and will cause such rights to extend to Kraft.

9.10.5.2 Notwithstanding the intended breadth of Kraft's audit rights, Kraft shall not be given access to (A) the proprietary information of other Supplier customers, (B) Supplier locations that are not related to Kraft, the Eligible Recipients or the Services, (C) Supplier's internal costs, except to the extent such costs are the basis upon which Kraft is charged (e.g., reimbursable expenses, Out-of-Pocket Expenses, Pass-Through Expenses or cost-plus Charges) and/or are necessary to calculate the applicable variable Charges, or (D) other Supplier Proprietary Information unrelated to the Services that Kraft does not otherwise have a right to obtain pursuant to this Agreement.

9.10.5.3 In performing audits, Kraft shall use commercially reasonable efforts to avoid unnecessary disruption of Supplier's operations and unnecessary interference with Supplier's ability to perform the Services in accordance with the Service Levels. If Kraft elects to install audit software within Supplier's environment notwithstanding Supplier's willingness and ability to provide Kraft with all data Kraft has the right to access hereunder and that it requires for its audit review, Kraft will indemnify and hold harmless Supplier from any Losses arising as a result of the installation or operation of that audit software.

9.10.5.4 Following any audit, Kraft shall conduct (in the case of an internal audit), or request its external auditors or examiners to conduct, an exit conference with Supplier to obtain factual concurrence with issues identified in the review.

9.10.5.5 Kraft shall be given adequate private workspace in which to perform an audit, plus access to photocopiers, telephones, facsimile machines, computer hook-ups, and any other facilities or equipment needed for the performance of the audit.

9.10.5.6 In performing audits, Kraft, Eligible Recipients and their internal and external auditors, inspectors, regulators or other representatives shall comply with Supplier's physical and information security procedures and shall cause external auditors (other than government auditors) to comply with Kraft's confidentiality obligations in **Section 13.4** . External auditors designated by Kraft shall not be direct Supplier competitors, which shall not in any case include professional accounting organizations.

9.10.6 Supplier Internal Audit . If Supplier determines as a result of its own internal audit that it has overcharged Kraft, then Supplier shall promptly pay to Kraft the amount of such overcharge, together with interest from the date of Supplier's receipt of such overcharge at the Interest Rate.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.10.7 **Supplier Response** . Supplier and Kraft shall meet promptly upon the completion of an audit conducted pursuant to this **Section 9.10** (i.e., an exit interview) and/or issuance of an interim or final report to Supplier and Kraft following such an audit. Supplier will respond to each exit interview and/or audit report in writing within 30 days, unless a shorter response time is specified in such report. Supplier and Kraft shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns and/or recommendations identified in such exit interview and/or audit report and Supplier, at its own expense, shall undertake remedial action in accordance with such action plan and the dates specified therein to the extent necessary to comply with Supplier's obligations under this Agreement.

9.10.8 **Supplier Response to External Audits** . If an audit by a governmental body, standards organization or regulatory authority having jurisdiction over Kraft, an Eligible Recipient or Supplier results in a finding that Supplier is not in compliance with any applicable Law or standard required by this Agreement, including any generally accepted accounting principle, Supplier shall, at its own expense and within the time period specified by such auditor, address and resolve the deficiency(ies) identified by such governmental body, standards organization or regulatory authority.

9.10.9 **SSAE Audit** .

9.10.9.1 **Regular Audits** . Supplier shall appoint one of the American Institute of Certified Public Accountants member firms (" **AICPA Auditors** ") to conduct Type II ISAE 3402/SSAE 16 audit of each of the following Supplier's operating systems using Supplier control standards located at a Supplier's Service Management Centers (" **SMC** "): Mainframe OS 390, Windows NT/2000/2003, Unix HP, Unix IBM AIX, Unix Sun Solaris, Linux, and AS 400 platforms. Each such audit is called a " **SSAE Audit** ". Supplier's obligation under the preceding sentences extends to Kraft, only to the extent that Supplier processes Kraft Data on any such operating system. Supplier agrees that, each calendar year during the Term, it will have one of the AICPA Auditors conduct, at Supplier's expense, at least one SSAE Audit covering each type of operating system from which Kraft Data is processed at each SMC. Supplier shall provide Kraft with one copy of each applicable audit report resulting from such SSAE Audit (" **SSAE Report** "). To the extent Kraft obtain Services from Supplier's SMC's, any incremental remediation costs due to Supplier's non-compliance with its obligation to provide the Services in accordance with Supplier's control standards shall be borne by Supplier. For purposes of clarification, the Parties agree that if Kraft changes its environment in a manner that does not meet Supplier control standards, Supplier shall so notify Kraft and any operating system so affected may be excluded from the SSAE Audits discussed above.

9.10.9.2 **Additional Audits** . To the extent Kraft provides reasonable notice and requests that, in addition to the SSAE Audit described in **Section 9.10.9.1** , Supplier conducts a Kraft-specific SSAE Audit, Supplier shall do so at Kraft's expense (provided, Supplier notifies Kraft of such expense, obtains Kraft's approval and uses commercially reasonable efforts to minimize such expense). If, however, Supplier undertakes additional or different SSAE Audits (or equivalent audits) of Supplier Facilities at, from or through which Services are provided to Kraft and/or the Eligible Recipients (other than customer-specific audits requested and paid for by other Supplier customers), Supplier shall accord Kraft the rights described in the preceding paragraph with respect to such audits.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.10.9.3 **Audit Requirements** . Supplier shall permit Kraft to participate in the planning of each SSAE Audit described in **Section 9.10.9.2** , confer with Kraft as to the scope and timing of each such audit and accommodate Kraft's requirements and concerns to the extent practicable. Unless otherwise agreed by the Parties, each SSAE Audit described in **Section 9.10.9.2** shall be designed and conducted by an independent public accounting firm approved by Kraft to facilitate periodic compliance reporting by Kraft and the Eligible Recipients under the Sarbanes-Oxley Act of 2002 (and implementing regulations promulgated by the United States Securities and Exchange Commission and Public Company Accounting Oversight Board) and comparable Laws in other jurisdictions. To the extent the resulting audit report is relevant to Kraft and/or the Eligible Recipients, Supplier shall provide a copy of such report to Kraft and its independent auditors for review and comment as soon as reasonably practicable and in all events within 60 days of completion. Supplier shall respond to such report in accordance with **Section 9.10.7** .

9.10.10 **Information-Technology Support** . Supplier shall provide all information-technology support reasonably related to the Services and required for Kraft and the Eligible Recipients to meet all of the requirements imposed by applicable Laws, including the Sarbanes-Oxley Act of 2002, and to meet Kraft's and the Eligible Recipients' audit-compliance requirements, as such requirements may evolve from time to time, and which requirements may be more stringent than regulatory requirements imposed by applicable Laws. Notwithstanding the foregoing, Kraft is solely responsible for providing Supplier in writing Kraft policies and procedures with regard to finance and accounting standards and other regulatory and applicable law requirements, including without limitation those related to the Sarbanes-Oxley Act of 2002. Kraft shall retain responsibility for the interpretation of applicable laws, rules, and regulations in order to determine Kraft's requirements for compliance. Kraft acknowledges that Supplier's compliance with Kraft's changes in such Laws or audit compliance requirements could result in Supplier performing New Services pursuant to **Section 11.5** .

9.10.11 **Audit Costs** . [* * *] and its [* * *] and suppliers shall provide the [* * *] described in [* * *] at [* * *] to [* * *], except as otherwise provided in [* * *].

9.11 **Agency and Disbursements.**

9.11.1 **Disbursements** . Beginning on the Commencement Date, Supplier shall make payments to certain lessors, licensors and vendors as paying agent of Kraft or the Eligible Recipients, or shall reimburse Kraft for payments made by Kraft or the Eligible Recipients to such lessors, licensors and vendors, if and to the extent such payments relate or to Third Party Contracts, Equipment leases or Third Party Software licenses as to which Supplier is financially responsible, but which have not been formally transferred to Supplier.

9.11.2 **Limited Agency.** Kraft hereby appoints Supplier as its limited agent during the Term solely for the purposes of and to the extent required for the administration of and payment of Pass-Through Expenses, amounts under Managed Third Party Contracts and Managed Telecom Transport Agreements, and amounts under Third Party Contracts, Equipment leases and Third Party Software licenses for which Supplier is financially responsible under **Schedules 11.1** , **12.1** or

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

12.3 or the applicable Supplement. Kraft shall appoint Supplier as its limited agent during the Term for other purposes as and to the extent it becomes necessary in order for Supplier to perform its responsibilities under this Agreement. At Supplier's request, Kraft shall provide additional authorizations reasonably required to enable Supplier to fulfill its responsibilities hereunder in connection with such contracts, agreements and licenses. Kraft shall provide, on a timely basis, such affirmation of Supplier's authority to such lessors, licensors, suppliers and other third parties as Supplier may reasonably request.

9.11.3 **Reimbursement for Substitute Payment** . If either Party in error pays to a third party an amount for which the other Party is responsible under this Agreement, the Party that is responsible for such payment shall promptly reimburse the paying Party for such amount.

9.11.4 **Notice of Decommissioning** . Supplier agrees to notify Kraft promptly if and to the extent any Kraft or Eligible Recipient owned Equipment or Kraft or Eligible Recipient leased Equipment will no longer be used to provide the Services. The notification will include the identification of the Equipment, and the date it will no longer be needed by Supplier, along with the reason for decommissioning. Upon receipt of any such notice, Kraft may (or may cause the applicable Eligible Recipient to), in its sole discretion, terminate the Equipment lease for such leased Equipment as of the date specified in such notice and sell or otherwise dispose of or redeploy such Kraft or Eligible Recipient owned Equipment that is the subject of such a notice as of the date specified in such notice. Upon Supplier ceasing to use any Equipment (or, in the case of leased Equipment, upon the last day Kraft or Eligible Recipient is obligated to make such leased Equipment available to Supplier, if earlier), Supplier shall return the same to Kraft, the Eligible Recipients and/or their designee(s) in condition at least as good as the condition thereof on the date Supplier took possession or control thereof, ordinary wear and tear excepted. Supplier shall, at Supplier's expense, deliver such Equipment to the location designated by Kraft, the Eligible Recipients and/or their designee(s).

9.11.5 **Telecom Transport Services** . To the extent necessary to provide the Services, Kraft hereby appoints Supplier as its limited agent during the Term solely for the purpose of negotiating, executing and administering one or more agreements with third party telecom transport providers with whom Supplier is legally incapable of contracting directly (collectively, " **Managed Telecom Transport Providers** "); provided, that Supplier shall obtain Kraft's prior written consent to any such agency agreement. Supplier shall notify Kraft of changes that must be made to cause the terms and conditions of such agreements with Managed Telecom Transport Providers (" **Managed Telecom Transport Agreements** ") to be consistent in all material respects with the terms and conditions of this Agreement, and, at Kraft's request, assist Kraft in making those changes. Supplier shall manage each Managed Telecom Transport Provider as a managed third party pursuant to **Section 6.6** .

9.12 **Subcontractors** .

9.12.1 **Use of Subcontractors** . Prior to entering into a subcontract with a third party, or otherwise adding an existing Supplier subcontractor, for any portion of the Services that does not qualify as a Shared Subcontractor in accordance with **Section 9.12.3** , Supplier shall (i) at Kraft's request, provide Kraft with a detailed description of the scope and material terms (other than pricing and other terms not pertinent to Kraft) of the proposed subcontract, including the duration of the contract, termination rights, obligations for which Kraft would be liable in the event Kraft elects to terminate this Agreement for convenience, and other information Kraft may reasonably

request; (ii) give Kraft reasonable prior notice of the subcontract, specifying the components of the Services affected, the scope of the proposed subcontract, the identity and qualifications of the proposed Subcontractor, and the reasons for subcontracting the work in question, the location of the Subcontractor facilities from which the Services will be provided, the extent to which the subcontract will be dedicated, and the Subcontractor's willingness to grant the rights described in **Section 6.4.3** upon expiration or termination; and (iii) obtain Kraft's prior written approval of such Subcontractor. Kraft's approval of a Subcontractor shall not be deemed in any way to relieve Supplier from its obligations to perform the Services being performed by the Subcontractor on Supplier's behalf. Supplier's agreements for Supplier's provision of commodity Equipment that Supplier is required to supply as part of the Services (i.e., not on a cost-reimbursement or Pass-Through Expense basis) shall not constitute subcontracts that are subject to Kraft's approval under this **Section 9.12** , provided that such contracts do not include the provision of any Services and do not affect any right, liability or obligation of Kraft during or after the Term.

9.12.2 **Right to Revoke Approval** . Kraft also shall have the right during the Term to revoke its prior approval of a Subcontractor and direct Supplier to replace such Subcontractor as soon as possible if the Subcontractor's performance is materially deficient or if there are other reasonable grounds for removal. Supplier shall have a reasonable opportunity to investigate Kraft's concerns, correct the Subcontractor's deficient performance and provide Kraft with a written action plan to assure that such deficient performance will not recur. If Kraft is not reasonably satisfied with the Supplier's efforts to correct the Subcontractor's deficient performance and/or to ensure its non-recurrence, the Supplier shall, as soon as possible, remove and replace such Subcontractor. Supplier shall continue to perform its obligations under the Agreement, notwithstanding the removal of the Subcontractor. If Kraft requests the removal of the Subcontractor because the Subcontractor's performance is materially deficient or because of the Subcontractor's failure to comply with its obligations in this Agreement, such removal shall be at no additional cost to Kraft. If Kraft requests the removal of the Subcontractor for other reasons, then Kraft will be responsible for the net amount of (i) any termination or cancellation costs Supplier reasonably incurs with respect to removing such Subcontractor, and (ii) the differential between the cost of the replacement Subcontractor to Supplier as compared to the cost of the removed Subcontractor, provided that Supplier has (a) notified Kraft of such costs before Kraft's final decision, and (b) Supplier uses commercially reasonable efforts to minimize such costs. Kraft shall have no responsibility under this **Section 9.12.2** for any termination charges, cancellation fees, or other costs that Supplier may incur to the extent the removal of a Subcontractor results from changes in the volume or scope of Services, recognizing that such changes will be subject to the pricing set forth in the applicable Supplement.

9.12.3 **Shared Subcontractors** . Supplier may, in the ordinary course of business, enter into subcontracts related to Kraft (A) for [* * *], and (B) with a total estimated value of less than [* * *] (i) for [* * *] and not for [* * *], (ii) for [* * *] that are not [* * *] and that do not [* * *] with [* * *] personnel or the [* * *] at [* * *], (iii) with [* * *] for [* * *], or (iv) for [* * *] specialists who Supplier engages on a [* * *] to address [* * *] (collectively, " **Shared Subcontractors** "); provided, that such Shared Subcontractors possess the training and experience, competence and skill to perform the work in a skilled and professional manner. Supplier shall not be required to obtain Kraft's prior approval of Shared Subcontractors. If, however, Kraft expresses dissatisfaction with the services of a Shared Subcontractor, Supplier shall work in good faith to resolve Kraft's concerns on a mutually acceptable basis and, at Kraft request, replace such Shared Subcontractor at no additional cost to Kraft.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.12.4 **Supplier Responsibility** . Unless otherwise approved by Kraft, the terms of any subcontract (but not including contracts for Supplier Overhead Materials) must be consistent (where "consistent" means either that such subcontract contains these requirements or such subcontract enables Supplier to direct the subcontractor as necessary to comply with such listed items set forth in clauses (i) through (vii)) with this Agreement, including: (i) confidentiality and intellectual property obligations; (ii) Kraft's approval rights (which must apply directly to the Subcontractor); (iii) compliance with Kraft Standards, Strategic Plans and applicable Laws; (iv) compliance with Kraft's policies and directions; (v) audit rights as described in **Section 9.10** ; (vi) Key Supplier Personnel; and (vii) insurance coverage, as described in **Section 16.1.1** , with coverage limits consistent with the scope of the work to be performed by such Subcontractors. Supplier shall use a common methodology and tool set to ensure all of the Subcontractors are managed effectively and efficiently. Kraft acknowledges and approves Supplier's use of Kraft assigned contracts notwithstanding that such contracts do not comply with all of the requirements of this Agreement as of the Effective Date. Notwithstanding the terms of the applicable subcontract, the approval of such Subcontractor by Kraft or the availability or unavailability of Subcontractor insurance, Supplier shall be and remain responsible and liable. Supplier shall be responsible for any failure by any Subcontractor or Subcontractor personnel to perform in accordance with this Agreement or to comply with any duties or obligations imposed on Supplier under this Agreement to the same extent as if such failure to perform or comply was committed by Supplier or Supplier employees. Supplier shall be responsible for the performance of all such Subcontractors and Subcontractor personnel providing any of the Services hereunder. Supplier shall be Kraft's sole point of contact regarding the Services, including with respect to payment.

9.13 **Government Contract Flow-Down Clauses** .

9.13.1 **General** . The Parties acknowledge and agree that, as a matter of federal procurement law, Supplier may be deemed a "subcontractor" to Kraft and/or an Eligible Recipient under one or more of their contracts with the federal government, that the Services provided or to be provided by Supplier in such circumstances constitute "commercial items" as that term is defined in the Federal Acquisition Regulation, 48 C.F.R. Section 52.202, and that "subcontractors" providing "commercial items" under government contracts are subject to certain mandatory "flow-down" clauses (currently, (i) Equal Opportunity, (ii) Affirmative Action for Special Disabled and Vietnam Era Veterans, and (iii) Affirmative Action for Handicapped Workers) under the Federal Acquisition Regulation, 48 C.F.R. Section 52.244-6. The Parties agree that to the extent these specific clauses and any other government-mandated clauses are required to be flowed down to Supplier, Supplier shall comply with such clauses at no additional cost to Kraft.

9.13.2 **Special Requirements** . The Parties do not believe that the Services provided by Supplier under this Agreement will be subject to government flow-down requirements other than those associated with any subcontracts for commercial items. Should compliance by Supplier with additional flow-down provisions nevertheless be required by the federal government due to Supplier being a subcontractor under a government contract in which the Services fail to qualify as "commercial items", then Kraft will reimburse Supplier for additional direct incremental costs of compliance approved by Kraft provided that (i) Supplier notifies Kraft of such costs before Supplier incurs them or begins providing the applicable Services, (ii) uses commercially reasonable efforts to minimize such costs, and (iii) Supplier equitably allocates such costs among Kraft and any other Supplier customers who have similar compliance requirements.

9.13.3 **Special Purchases Support** . Kraft's intent is to purchase products and services from Small Disadvantaged Businesses and Small Woman Owned Businesses (collectively " **SDBs** ") in order to satisfy its goals and comply with government procurement laws and regulations. To help Kraft achieve its goals, Supplier agrees to establish as a goal the purchase, when commercially feasible, of products and services from SDBs, on behalf of Kraft and/or the Eligible Recipients, in the performance of Supplier's obligations under this Agreement. Supplier, as part of the Service, shall track invoice payments made to SDBs, and shall submit a quarterly summary to Kraft with respect to such activity. The failure of Supplier to meet its goal under this Section will not be considered a material breach of this Agreement.

9.14 **Additional Telecommunications Matters** .

9.14.1 **Connection** . To the extent technologically and operationally compatible and permitted by applicable Laws, (including any applicable tariffs other than tariffs filed by Supplier), the Services may be connected/interconnected by Kraft or an Eligible Recipient to other services provided by Supplier or to services provided by Kraft or an Eligible Recipient itself or any other vendor.

9.14.2 **Change of Provider** . To the extent Supplier elects to change one or more of its underlying providers of inter-exchange facilities, such change shall not, unless otherwise agreed, result in any interruption, diminution in service quality or increase in the Charges.

9.14.3 **Compatibility** . With respect to the compatibility of the Services with Equipment for which Kraft is financially and operationally responsible, Supplier agrees to consult with Kraft on request concerning the compatibility of Services with such Equipment including, in the case of Equipment and related software that Kraft proposes to acquire, informing Kraft of the likely effects (if any) of the use of such Equipment and related software on the quality, operating characteristics and efficiency of the Services and the effects (if any) of the Services on the operating characteristics and efficiency of such Equipment and related software. Supplier further agrees to provide all interface specifications requested by Kraft with respect to any Service.

9.14.4 **Interconnections** . Without limiting Supplier's other obligations hereunder, at Kraft's request, Supplier shall connect new Eligible Recipients and Authorized Users to the Kraft voice and data networks and systems as soon as practicable. If Supplier determines that the Systems used by such new Eligible Recipients or Authorized Users are incompatible in any material respect with the Kraft Standards or any other requirements for interconnection with the Kraft voice and data networks and systems, Supplier shall promptly notify Kraft prior to proceeding with such connection. Kraft shall have the right to require that Supplier proceed with the interconnection notwithstanding Supplier's concerns regarding incompatibility. Supplier's failure to meet the Service Levels or its other obligations shall be excused if and to the extent such failure is attributable to the connection of such new Eligible Recipients and Authorized Users to the Kraft voice and data networks and systems upon Kraft's authorization, and despite Supplier's notice that such connection may cause such failure as a result of the reported technical incompatibility.

9.15 **Applicable Authority Actions** .

9.15.1 **Applicable Tariff** . If Supplier, its Subcontractors and/or any Managed Telecom Transport Providers are required to file a tariff or other regulatory submission pursuant to **Section 9.15.2** , below, and the initial tariff option or regulatory submission to implement this Agreement is not permitted to become effective by the Applicable Regulatory Authority or if any ruling, order or

determination of such Applicable Regulatory Authority shall materially and adversely affect Supplier's or its Subcontractors' or Managed Telecom Transport Providers' ability to offer the Services under the terms and conditions set forth herein, Supplier shall develop a proposal the purpose of which will be to provide comparable service to Kraft or an Eligible Recipient at rates at or below those set forth in, and on terms and conditions substantially equivalent to those contained in, this Agreement, to the extent permissible under applicable Laws. Kraft shall cooperate with Supplier in the development of such a proposal. Such service may be provided under (i) other existing Supplier, Subcontractor or Managed Third Party Telecom Transport Provider tariffs (if that can be done at such tariffs' then-effective rates without further revision) or (ii) newly filed tariffs or regulatory submissions or (iii) public postings by Supplier, Subcontractor or Managed Third Party Telecom Transport Provider of rates and other terms of service. If (x) Supplier is unwilling or unable to develop such proposal within 20 business days of any such event, (y) such proposal is not reasonably acceptable to Kraft and Kraft notifies Supplier thereof as soon as Kraft becomes aware it is not reasonably acceptable and provides Supplier with ten (10) business days to cause the proposal to be reasonably acceptable to Kraft or (z) such proposal fails to take effect within 20 business days of the Parties' agreement to such proposal, Kraft, as its sole remedy for the failure to develop or so implement such a proposal, shall have the right to terminate any affected portions of this Agreement in accordance with **Section 4.5.1** . A proposal shall be deemed not reasonably acceptable to Kraft if it fails to comply with applicable Law, increases Kraft's total costs of receiving the Services, requires material changes to Kraft's or an Eligible Recipient's facilities, systems, software, utilities, tools or equipment, has a material adverse impact on the functionality, interoperability, performance, accuracy, speed, responsiveness, quality or resource efficiency of the Services or violates or is inconsistent with Kraft Standards or Strategic Plans as specified in **Section 9.5** .

9.15.2 **Regulatory Submission** . To the extent required by Law, and within 30 days after the Effective Date of this Agreement, Supplier, its Subcontractors and/or any Managed Third Party Telecom Transport Provider shall file any applicable tariff, tariff option or other regulatory submission required to implement the Agreement. Such filing shall be consistent in all material respects with all applicable provisions of this Agreement and shall not be less favorable to Kraft and the Eligible Recipients than the rates and other terms and conditions of this Agreement. Supplier shall make a copy of any applicable filings available to Kraft for Kraft's review and inspection and shall provide Kraft with a copy of all amendments to such tariffs or other filings having a bearing on the Agreement when such amendments are filed with the appropriate governmental agencies. In addition, Supplier shall provide a draft of any revisions that may substantively affect Kraft's rights and obligations under this Agreement at least 10 days before such revisions are filed with and Applicable Regulatory Authority, where feasible. If Supplier, its Subcontractors and/or any Managed Third Party Telecom Transport Provider makes revisions to a tariff, tariff option or other submission that materially and adversely affect Kraft's rights hereunder without obtaining Kraft's prior written consent, Kraft shall have the right to terminate any affected portions of this Agreement without payment of Termination Charges or other liability.

9.15.3 **Agreement to Not Interpose Defense** . Each of the Parties agrees that it will not (and Supplier shall cause its Subcontractors and use commercially reasonable efforts to cause Managed Telecom Transport Providers not to) interpose as a defense in any action to enforce the other Party's rights under this Agreement that such terms and conditions are invalid or unenforceable because of inconsistency with Supplier's or its Subcontractors' or Managed Telecom Transport Providers' tariffs, tariff options or other regulatory submission, if any.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.15.4 **Detariff** . If, at any time during the Term, an Applicable Regulatory Authority with jurisdiction over a material portion of the Services, pursuant to a final order that is not subject to further appeal, alters the rules or regulations applicable to Supplier, its Subcontractors and/or Managed Telecom Transport Providers or the Services in a manner that requires or permits Supplier, its Subcontractors and/or Managed Telecom Transport Providers to detariff all or any material portion of the Services, Supplier shall, shall cause its Subcontractors and use commercially reasonable efforts to cause Managed Telecom Transport Providers to, promptly detariff (and withdraw any tariff, tariff option or other regulatory submission specifically relating to) such Services or the affected portions thereof.

9.15.5 **Tariff Copy and Revision** . Supplier shall make a copy of its, its Subcontractors' and/or Managed Telecom Transport Providers' filed tariffs available to Kraft for Kraft's review and inspection and shall, in accordance with Supplier's, its Subcontractors' and/or Managed Telecom Transport Providers' standard tariff update service, provide Kraft with a copy of all amendments to the tariffs related to this Agreement when such amendments are filed with the appropriate regulatory authority. In addition, Supplier shall provide a draft of any of its tariff revisions that substantively adversely affect Kraft's rights and obligations under this Agreement at least 10 days before such revisions are filed with the Applicable Regulatory Authority, where feasible. Supplier shall use commercially reasonable efforts to cause its Subcontractors, and use commercially reasonable efforts to cause Managed Telecom Transport Providers to, make no revisions to a tariff or a tariff option that materially and adversely affect Kraft's rights hereunder without obtaining Kraft's prior written consent.

9.15.6 **Division of Agreement** . If, at any time during the Term, an Applicable Regulatory Authority with jurisdiction over a material portion of the Services determines that it is unlawful for Supplier, its Subcontractors and/or Managed Telecom Transport Providers to provide both regulated and non-regulated Services under a single agreement, the Parties agree to execute a separate agreement under which the non-regulated services will be provided and, except as otherwise agreed by the Parties or required by applicable Laws, the terms and conditions applicable to such non-regulated Services shall be identical in all non-material respects to those provided herein.

9.15.7 **Adverse Law** . If, at any time during the Term, an Applicable Regulatory Authority with jurisdiction over a material portion of the Services promulgates or passes a Law that adversely affects Supplier's or its Subcontractors' ability to offer the Services under the terms and conditions set forth herein, to the extent permitted by applicable law Supplier shall provide service to Kraft and the Eligible Recipients under other arrangements with rates, terms and conditions no less favorable to Kraft and the Eligible Recipients than those set forth in this Agreement. If any such Law shall require the enhancement or improvement of a Service provided under this Agreement, Supplier shall not, and shall use commercially reasonable efforts to cause its Subcontractors not to, resist same and shall improve or enhance such Service as required.

9.16 **Unauthorized Use.**

Kraft and Supplier shall cooperate fully in efforts to prevent and cure unauthorized use of the Services by expeditiously informing each other of suspected abuse and, when known, the identity of the responsible individuals. Supplier shall advise Kraft regarding methods to minimize Kraft's and the Eligible Recipients' exposure to misuse and abuse of Kraft's and the Eligible Recipients' service that results from

the operation of Kraft or Eligible Recipient-provided systems, equipment, facilities or services interconnected with Supplier's Services. Supplier shall provide assistance to Kraft and/or the Eligible Recipients' upon Kraft's request in Supplier's efforts to minimize ongoing misuse or abuse through timely reconfiguration and limitation of the Services. Appropriate representatives of Supplier, Kraft and Eligible Recipient shall meet at the request of Kraft to establish appropriate operational fraud control procedures. The Parties acknowledge and agree that Supplier's performance of its obligations under this **Section 9.16** shall be subject to and in accordance with applicable Privacy Laws.

9.17 Technological Evolution.

9.17.1 Obligation to Evolve . Supplier acknowledges and agrees that its current technologies and business processes shall continue to evolve and change over time, and at a minimum, shall remain consistent with (i) the established best practices of leading providers of information technology and other in-scope services; (ii) the business, information technology objectives and competitive needs of Kraft and the Eligible Recipients; and (iii) the services, functions, processes and responsibilities that are of a nature and type that would ordinarily be performed by the organization or part of the organization performing services similar to the Services within a company in the packaged-consumer-goods industry. Supplier acknowledges that Kraft operates in an environment characterized by constant change that directly affects the delivery of Services. Subject to **Section 9.5** , Supplier shall provide the Services using current technologies and business processes that will enable Kraft and the Eligible Recipients to take advantage of advances in the industry and support their efforts to maintain competitiveness in the markets in which it competes. In addition, subject to **Section 9.5** , Supplier shall make such current technologies and business processes available to Kraft to perform information technology services and other related services and functions on behalf of itself and/or the Eligible Recipients at or from Kraft facilities. Supplier will, with Kraft's prior approval, use such advancements and improvements without additional charge to Kraft unless such advancements and improvements fall within the definition of New Services. The foregoing shall not be interpreted to require Supplier to refresh Equipment at a rate that is faster than the rate specified in the applicable Supplement for such Equipment.

9.17.2 Annual Technology and Business Process Audit . Kraft may elect to conduct an annual technology and business process audit to benchmark Supplier's then-current technologies and business processes against the established best practices of leading providers of information technology services and other in-scope outsourcing services. If any such audit reveals that the technologies and business process then utilized by Supplier are not at the level of such established best practice, then Kraft and the Supplier will review the results of the audit and promptly establish and implement a plan to implement identified established best practices.

9.17.3 Obligation to Propose Technological Evolutions . Supplier shall identify and propose the implementation of Technological Evolutions that are likely to: (i) improve the efficiency and effectiveness of the Services (including cost savings); (ii) improve the efficiency and effectiveness of the information technology services and functions performed by or for Kraft and the Eligible Recipients at or from Kraft Facilities; (iii) result in cost savings or revenue increases to Kraft and the Eligible Recipients in areas of their business outside the Services; (iv) enhance the ability of Kraft and the Eligible Recipients to conduct their business and serve their customers; and (v) achieve the objectives of Kraft and the Eligible Recipients (as described in **Section 1.2**) faster and/or more efficiently than the then current strategies. Supplier shall regularly make recommendations to Kraft with regard to the Technology and Business Process Evolution that Supplier sees in established best practice in the industry.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.17.4 **Supplier Briefings and Technology and Business Process Audit** . Supplier shall routinely and regularly monitor and analyze Technological Evolutions of possible interest or applicability to Kraft and the Eligible Recipients. At least semi-annually, Supplier shall meet with Kraft to formally brief Kraft regarding such Technological Evolutions. Such briefing shall include Supplier's assessment of the business impact, performance improvements and cost savings associated with such Technological Evolutions. Where requested by Kraft, Supplier shall develop and present to Kraft proposals for (i) implementing Technological Evolutions or (ii) changing the direction of Kraft's then current strategy.

9.17.5 **Supplier Developed Advances** . If Supplier develops or implements technological advances in or changes to the business processes and services and associated technologies used to provide the same or substantially similar services to other Supplier customers or Supplier develops or implements new or enhanced processes, services, software, tools, products or methodologies to be offered to such customers (collectively, " **New Advances** "), Supplier shall, subject to **Section 11.5** and its contractual obligations to its other customers, (i) offer Kraft the opportunity to serve as a pilot customer in connection with the implementation of such New Advances; and (ii) if [* * *], offer [* * *] preferred [* * *] and the [* * *] to be [* * *] of the [* * *] to implement and receive the [* * *] of any [* * *].

9.17.6 **Flexibility** . Supplier shall ensure that the technologies and business process strategies it employs to provide the Services meet industry standards and are flexible enough to allow integration with new technologies or business processes, or significant changes in Kraft's or an Eligible Recipient's business objectives and strategies. For example, Equipment must have sufficient scalability and be sufficiently modular to allow integration of new technologies without the need to replace whole, or significant parts of, systems or business processes (e.g., made to be a one-to-many model) to enable Kraft's and/or the Eligible Recipients' business to become more scalable and flexible.

9.17.7 **Equipment Implementation and Refresh** . Supplier shall be fully responsible for the implementation of new Equipment in the ordinary course of Technological Evolution, provided that the foregoing shall not be interpreted to require Supplier to refresh Equipment at a rate that is faster than the rate specified in the applicable Supplement for such Equipment. Supplier shall refresh all Equipment in accordance with Kraft's refresh strategies, as set out in the Technology Plan, and as necessary to provide the Services in accordance with the Service Levels and satisfy its other obligations under this Agreement. If Supplier is aware that these strategies differ from generally accepted practice (or there are any other areas of concern in relation to such strategies) it shall provide Kraft with notice of that fact and, upon request, provide Kraft with further information as to how to more closely align the strategies with generally accepted practice. Kraft shall have the right to waive refresh of Equipment under its control. If Kraft does waive refresh of Equipment under its control, Supplier will work with Kraft to assess and address any impact on Supplier's support costs consistent with **Section 11.2** . Supplier's failure to meet the Service Levels shall be excused if and to the extent such failure is attributable to Kraft's waiver of Equipment refresh but only if: (i) Supplier notifies Kraft prior to its final decision that Supplier will not be able, using commercially reasonable efforts, to meet such Service Levels under such circumstances; (ii) Supplier identifies and considers commercially reasonable alternatives available to address and avoid the impending performance failure; and (iii) Supplier uses commercially reasonable efforts, without additional cost to Supplier, to meet such Service Levels notwithstanding Kraft's rejection of or insistence on waiving such Equipment refresh.

9.17.8 **Software Implementation and Refresh** . Supplier shall be fully responsible for the implementation of new or changed Software, tools and methodologies with respect to and consistent with the then current scope of Supplier's Services as set forth in the applicable Supplement and elsewhere in this Agreement, and consistent with the allocation of financial and operational responsibilities set forth in the applicable Supplement, in the ordinary course of Technological Evolution. Supplier shall (i) refresh Software in accordance with **Section 9.7** of this Agreement and the Technology Plan; and (ii) provide training to Kraft staff regarding the use of any new or changed Software, tools and methodologies. Kraft shall have the right to waive refresh of Software, tools or methodologies under its control. If Kraft does waive refresh of Software, tools or methodologies under its control, Supplier will work with Kraft to assess and address any impact on Supplier's support costs. Supplier's failure to meet the Service Levels shall be excused if and to the extent such failure is attributable to Kraft's waiver of Software, tools or methodologies refresh but only if: (i) Supplier notifies Kraft that Supplier will not be able, using commercially reasonable efforts, to meet such Service Levels under such circumstances; (ii) Supplier identifies and considers commercially reasonable alternatives available to address and avoid the impending performance failure; and (iii) Supplier uses commercially reasonable efforts, without additional cost to Supplier, to meet such Service Levels notwithstanding Kraft's rejection of or insistence on waiving such of Software, tools or methodologies refresh.

9.17.9 **Included in** [* * *]. [* * *] and [* * *] shall be included in the [* * *] and [* * *] shall deploy, implement and support [* * *] and [* * *] throughout [* * *]. [* * *] shall be financially responsible for the [* * *] of implementing [* * *] and [* * *] to the extent such implementation involves categories of [* * *] as to which responsibility is allocated to [* * *]. The performance of projects required to implement [* * *] also shall be included within the [* * *]. Kraft shall [* * *] sums for implementation only if and to the extent (i) the [* * *] or [* * *] meets the [* * *], or (ii) [* * *] requests accelerated implementation of the [* * *] or [* * *] (i.e., more rapidly than previously contemplated in the [* * *] or established [* * *]), and in each case, only if and to the extent additional [* * *] and [* * *] are required to implement the [* * *] or [* * *] in the desired [* * *].

9.18 **Retained Systems and Business Processes** .

9.18.1 **No Adverse Effect** . Supplier shall not, by any act or omission, adversely affect or alter the functionality, interoperability, performance, accuracy, speed, responsiveness, quality, cost or resource efficiency of Kraft's Retained Systems and Business Processes without the prior consent of Kraft. Nor shall Supplier, by any act or omission, require changes to Kraft's Retained Systems and Business Processes, including associated business processes, applications, systems, software, utilities, tools or equipment, without the prior consent of Kraft.

9.18.2 **Interface** . Supplier shall ensure that the processes, Systems, Software and Equipment used by Supplier to provide the Services will interface and integrate with the Retained Systems and Business Processes.

9.18.3 **Keep Informed** . Supplier shall inform itself and maintain up to date knowledge about all aspects of the existing and future Retained Systems and Business Processes related to the Services, provided Supplier is given reasonable access to, and notice of changes affecting, such systems and business processes.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.18.4 **Assistance** . As part of the Services, Supplier shall provide Kraft (upon Kraft's request) with Services in relation to Retained Systems and Business Processes, including: (i) liaising with Kraft or third parties regarding the impact of any alterations to the Retained Systems and Business Processes and vice versa; and (ii) identifying favorable vendors, and acting as Kraft's agent, in relation to the acquisition, support and development of Retained Systems and Business Processes.

9.19 **Annual Reviews** .

Annually, or more frequently if Kraft requires, the Parties shall conduct a detailed review of the Services then being performed by the Supplier. As part of this review, the Parties shall review the Resource Baselines against actual service volumes for the previous year, and forecast the service volumes for the next year. In addition, the Parties shall examine: (i) whether the Charges are consistent with Kraft's forecasts, and industry norms; (ii) the quality of the performance and delivery of the Services; (iii) whether the Supplier has delivered cost saving or efficiency enhancing proposals; (iv) the level and currency of the technologies and business processes employed; (v) the business and technology strategy and direction; and (vi) such other things as Kraft may reasonably require related to the Services.

10. KRAFT RESPONSIBILITIES

10.1 **Responsibilities** .

In addition to Kraft's responsibilities as expressly set forth elsewhere in this Agreement, Kraft shall be responsible for the following:

10.1.1 **Kraft Contract Manager** . Kraft shall designate one individual to whom all Supplier communications concerning this Agreement may be addressed (the " **Kraft Contract Manager** "), who shall have the authority to act on behalf of Kraft and the Eligible Recipients in all day-to-day matters pertaining to this Agreement. Kraft may change the designated Kraft Contract Manager from time to time by providing notice to Supplier. Additionally, Kraft will have the option, but will not be obligated, to designate additional representatives who will be authorized to make certain decisions (e.g., regarding emergency maintenance) if the Kraft Contract Manager is not available.

10.1.2 **Cooperation** . Kraft shall cooperate with Supplier by, among other things, making available, as reasonably requested by Supplier, management decisions, information, approvals and acceptances so that Supplier may accomplish its obligations and responsibilities hereunder.

10.1.3 **Requirement of Writing** . To the extent Supplier is required under this Agreement to obtain Kraft's approval, consent or agreement, such approval, consent or agreement must be in writing and must be signed by or directly transmitted by electronic mail from the Kraft Contract Manager or an authorized Kraft representative. Notwithstanding the preceding sentence, the Kraft Contract Manager may agree in advance in writing that as to certain specific matters oral approval, consent or agreement will be sufficient.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

10.2 Savings Clause .

10.2.1 Requirements . Supplier's failure to perform its responsibilities under this Agreement or to meet the Service Levels shall be excused if and to the extent such Supplier non-performance is caused by (i) the wrongful or tortious act or failure to act by Kraft, an Eligible Recipient, or a Kraft Third Party Contractor or an agent or employee thereof performing obligations on behalf of Kraft (unless and to the extent, as to Kraft Third Party Contractors, such failure is attributable to Supplier's failure to properly manage such Kraft Third Party Contractor), or (ii) the failure of Kraft or an Eligible Recipient to perform (either directly or through a third party engaged by Kraft or an Eligible Recipient to do so) Kraft's obligations described in this Agreement, but only if Supplier, upon actual or constructive knowledge of such an occurrence, expeditiously:

10.2.1.1 notifies Kraft of such wrongful or tortious act or failure to act, or such failure to perform and the impact thereof on Supplier's ability to perform under such circumstances,

10.2.1.2 provides Kraft with reasonable opportunity to correct such wrongful or tortious act or failure to act, or correct such failure to perform and thereby avoid such Supplier non-performance,

10.2.1.3 identifies and pursues commercially reasonable means to avoid or mitigate the impact of such wrongful or tortious act or failure to act, or failure to perform, so long as Supplier is not obligated to incur additional costs in connection therewith that will not be reimbursed by Kraft,

10.2.1.4 uses commercially reasonable efforts to perform notwithstanding such wrongful or tortious act or failure to act, or failure to perform, so long as Supplier is not obligated to incur additional costs in connection therewith that will not be reimbursed by Kraft, and

10.2.1.5 conducts a Root Cause Analysis and thereby demonstrates that such act or omission or failure to perform is the cause of Supplier's non-performance.

10.2.2 No Other Circumstances . Supplier acknowledges and agrees that the circumstances described in this **Section 10.2** , and in the applicable Supplement, together with force majeure, are the only circumstances in which its failure to perform its responsibilities under this Agreement or to meet the Service Levels will be excused and that Supplier will not assert any other act or omission of Kraft or the Eligible Recipients as excusing any such failure on Supplier's part.

10.2.3 Authorized User Actions . For the avoidance of doubt with respect to **clause (ii)** of **Section 10.2.1** and except as provided in **clause (i)** of **Section 10.2.1** , Supplier will not be excused of any of its responsibilities, including its failure to meet any Service Levels, with respect to an operational area due to [* * *] in such operational area, except to the extent [* * *] has failed to perform [* * *] on which [* * *] performance was dependent.

11. CHARGES

11.1 General .

11.1.1 Payment of Charges . In consideration of Supplier's performance of the Services, Kraft agrees to pay Supplier the applicable Charges that are set forth in the applicable Supplement beginning as of the Commencement Date. Supplier shall continually seek to identify methods of reducing such Charges and will notify Kraft of such methods and the estimated potential savings associated with each such method.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.1.2 **No Additional Charges** . Kraft shall not pay any Charges for the Services other than those set forth in this Agreement. Any costs incurred by Supplier prior to the Effective Date are included in the Charges as set forth in the applicable Supplement and are not to be separately paid or reimbursed by Kraft.

11.1.3 **Incidental Expenses** . Supplier acknowledges that, except as expressly provided otherwise in this Agreement, expenses that Supplier incurs in performing the Services (including management, travel and lodging, document reproduction and shipping, desktop Equipment and other office Equipment required by Supplier Personnel, and long-distance telephone) are included in Supplier's charges and rates set forth in this Agreement. Accordingly, such Supplier expenses are not separately reimbursable by Kraft unless Kraft has agreed in advance and in writing to reimburse Supplier for the expense.

11.1.4 **No Charge for Reperformance** . At no additional expense to Kraft, Supplier shall reperform (including any required backup or restoration of data from scheduled backups or, if not available on such backups, restoration by other means with Kraft's reasonable cooperation) any Services that result in incorrect outputs due to an error or breach by Supplier, and the resources required for such performance shall not be counted in calculating the Charges payable or resources utilized by Kraft hereunder.

11.1.5 **Charges for Contract Changes** . Unless otherwise agreed from time to time, and except as noted in the applicable Supplement, changes in the Services (including changes in Kraft Standards, Strategic Plans, Technology Plans, business processes, Software, Equipment and Systems) and changes in the rights or obligations of the Parties under this Agreement (collectively, " **Contract Changes** ") shall result in changes in the applicable Charges only if and to the extent (i) the Agreement expressly provides for a change in the Supplier Charges in such circumstances; (ii) the agreed-upon Charges or pricing methodology expressly provides for a price change in such circumstances (for example, the applicable Supplement specifies the number of FTEs or hours of coverage to be provided for the quoted price, or defines a Resource Baseline for the Resource Unit in question with ARCs and RRCs for increased or decreased usage); or (iii) the Contract Change meets the definition of New Services for purposes of **Section 11.5** and additional Charges are applicable in accordance therewith.

11.1.6 **Eligible Recipient Services** .

11.1.6.1 **Eligible Recipients** . Supplier shall provide the Services to Eligible Recipients designated by Kraft. To the extent a designated Eligible Recipient will receive less than all of the Services, Kraft shall identify the categories of Services to be provided by Supplier to such Eligible Recipient.

11.1.6.2 **New Eligible Recipients** . From time to time Kraft may request that Supplier provide Services to Eligible Recipients not previously receiving such Services. Except as provided in **Section 11.5** or otherwise agreed by the Parties, such Services shall be performed in accordance with the terms, conditions and prices (excluding any non-recurring transition or start-up activities specific to such Eligible Recipients) then applicable to the provisions of the same Services to existing Eligible Recipients.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.1.6.3 **Election Procedure** . In the event of a transaction described in **clause (c)** or **(d)** within the definition of Eligible Recipient in **Schedule 1** , Kraft may elect, on behalf of the Eligible Recipient in question, either (i) that such Eligible Recipient shall continue to obtain Services in some or all of the Services or Tower subject to and in accordance with the terms and conditions of this Agreement for the remainder of the Term, (ii) that the Entity shall obtain some or all of the Services under a separate agreement between Supplier and such Entity containing the same terms and conditions as this Agreement or (iii) that the Term shall be terminated as to such Eligible Recipient with respect to some or all Services as of a specified date, subject to its receipt of Termination Assistance Services pursuant to **Section 4.4** . If the Services are provided under a separate agreement, Kraft shall have no obligation to pay any fees in relation to the Services provided to such Entity. To the extent that such Entity obtains only a portion of the Services within a Tower or less than all of the related Cross Functional Services required to support the selected Services, Supplier will promptly notify Kraft if it believes the Service Levels and the pricing for the partial services may have to be modified to take account of Supplier's diminished control of the Service Levels and any change in Supplier cost structure for providing the partial set of Services. In such event, Supplier and Kraft will in good faith promptly negotiate any Service Level or pricing adjustments required. Except as provided in a Supplement, in addition, if in connection with such a transaction, Kraft specifically requests that Supplier enter into a separate agreement with the Entity, and that Supplier separate its systems and/or delivery organization for such Entity from that of the remainder of Kraft and the Eligible Recipients, then, in addition to any Charges for Projects approved by Kraft for such activity (including Projects to implement new network and security requirements) and changes in costs resulting from changes in locations and System architecture, Supplier may increase its Monthly Base Charges in the aggregate by an amount equal to the additional costs Supplier will incur in complying with Kraft's request. Except as provided in a Supplement, Services provided to such Entity pursuant to clause (i) of this Section shall be included in the calculation of Service volumes, if any, under this Agreement (as allocated by Kraft). Except as provided in a Supplement, Services provided to such Entity pursuant to clause (ii) of this Section shall be excluded when determining any Termination Charges payable as a result of termination for convenience.

11.2 Pass-Through Expenses .

11.2.1 Procedures and Payment . Supplier shall administer Pass-Through Expenses identified in the applicable Supplement as follows. Unless otherwise agreed by the Parties, Kraft shall pay all Pass-Through Expenses directly to the applicable vendors following review, validation and approval of such Pass-Through Expenses by Supplier. Where the applicable information was provided to Supplier, Supplier shall review taxes, surcharges and user fees for reasonableness on a periodic basis, however Kraft acknowledges that Supplier will have no obligation to verify the accuracy of any taxes, surcharges or usage fees. No new Pass-Through Expenses may be added without Kraft's prior consent. Before submitting an invoice to Kraft for any Pass-Through

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Expense, Supplier shall (i) review and validate the invoiced charges, (ii) identify any errors or omissions, and (iii) communicate with the applicable vendor to correct any errors or omissions, use commercially reasonable efforts to resolve any questions or issues, and obtain any applicable credits for Kraft. Supplier shall deliver to Kraft the original supplier invoice, together with any documentation supporting such invoice and a statement that Supplier has reviewed and validated the invoiced charges, within 10 days after Supplier's receipt thereof; provided that, if earlier, Supplier shall use commercially reasonable efforts to deliver such invoice, documentation and statement at least five business days prior to the date on which payment is due; and provided further that, if it is not possible to deliver such invoice, documentation and statement at least five business days prior to the due date, Supplier shall promptly notify Kraft and, at Kraft's option, either request additional time for review and validation or submit the invoice for payment subject to subsequent review and validation. In addition, if the vendor offers a discount for payment prior to a specified date, Supplier shall use commercially reasonable efforts to deliver such invoice and associated documentation to Kraft at least five business days prior to such date. To the extent Supplier fails to comply with its obligations hereunder, it shall be financially responsible for any discounts lost or any late fees or interest charges incurred by Kraft and/or the Eligible Recipients. No new Pass-Through Expenses may be added without Kraft's prior consent, which it may withhold in its sole discretion.

11.2.2 **Efforts to Minimize** . Supplier will continually seek to identify methods of reducing and minimizing Kraft's retained and Pass-Through Expenses and will notify Kraft of such methods and the estimated potential savings associated with each such method.

11.2.3 [* * *]. If [* * *] proposes an [* * *] not [* * *] by [* * *], and not otherwise [* * *] by [* * *], that [* * *] elects to implement, then [* * *], in its sole discretion, may agree on a case by case basis to [* * *] a [* * *] of the [* * *] directly [* * *] to the [* * *] for a [* * *] not to exceed [* * *]. The foregoing shall not be interpreted to require [* * *] to share with [* * *] the benefit of the [* * *] that [* * *] is able to achieve without requiring [* * *].

11.3 **Procurement** .

11.3.1 In procuring such products and services on a Pass-Through Expense or cost-reimbursement basis, where Supplier is procuring third party products and services for which Kraft shall pay on a Pass-Through Expense, or, where agreed upon by the Parties, on a cost-reimbursement basis, Supplier shall: (i) give Kraft and the Eligible Recipients the benefit of Supplier's most favorable vendor arrangements where permitted by such vendors; (ii) use commercially reasonable efforts to obtain the most favorable pricing and terms and conditions then available from any source for such products and services; (iii) use the scale of Supplier's procurements on behalf of itself, Kraft, the Eligible Recipients and other customers as leverage in negotiating such pricing or other terms and conditions; (iv) ensure that Kraft receives at least an equitable and proportionate share of the total refunds, credits, discounts, rebates, incentives and other benefits then available to Supplier in connection with such procurements; and (v) adhere to (A) the procurement procedures specified in the Policy and Procedures Manual, as such procedures may be modified from time to time by Kraft, and (B) Kraft's product and services standards and shall not deviate from such standards without Kraft's prior approval.

11.3.2 To the extent an authorized Kraft representative specifies the vendor, pricing and/or terms and conditions for procurement of products or services for which Kraft shall pay on a Pass-Through Expense basis or, where agreed upon by the Parties, on a cost-reimbursement basis, Supplier shall

not deviate from such instructions without Kraft's prior approval. Unless otherwise agreed by the Parties, the procurement price of such products and services shall be treated as a Pass-Through Expense or otherwise passed through to Kraft without Supplier markup. For all other products and services Kraft may request Supplier to procure on Kraft's behalf, Supplier will quote to Kraft terms, including prices, for such products and services, and upon Kraft's approval, will obtain the products and services on Kraft's behalf on those terms.

11.3.3 Supplier may use, with Kraft's prior approval, master agreements, existing as of the Commencement Date, that are between Kraft and various third party vendors to procure products and services requested by Kraft. Supplier's use of such Kraft master agreements shall be conditioned on and subject to the following: (i) Supplier obtaining any Required Consents to the use of such master agreements; (ii) Supplier complying with the terms and conditions of such master agreements; and (iii) Supplier accepting responsibility for curing any breaches by Supplier of such master agreements and indemnifying, in accordance with **Section 17.5** , Kraft or the Eligible Recipients for any Losses in connection with such breaches.

11.3.4 Supplier may use existing agreements between Supplier and third party vendors or enter into new agreements with third party vendors to procure such products and services on a Pass-Through Expense or, if agreed upon by the Parties, on a cost-reimbursement basis. Supplier's use of such agreements for such purchases shall be conditioned on and subject to the following: (i) Kraft approving in advance the terms, conditions and pricing of such agreements and any financial or other commitments made therein by or on behalf of Kraft or the Eligible Recipients; (ii) Supplier complying with the terms and conditions of such agreements and accepting responsibility for meeting any minimum volumes; (iii) Supplier passing through to Kraft any refunds, credits, discounts or other rebates; (iv) Supplier retaining responsibility for curing any breaches of such agreements and indemnifying, in accordance with **Section 17.5** , Kraft or the Eligible Recipients for any Losses in connection with such breaches; and (v) such agreements offering more favorable pricing and equivalent or better terms and conditions for the requested product or service than the master agreements existing as of the Commencement Date that are between Kraft and third party vendors.

11.3.5 If, at any time, Kraft determines that the pricing and terms and conditions available through Supplier are not as favorable as those Kraft could obtain on its own, Kraft reserves the right to select and negotiate with the provider of such third party products and services and Supplier shall comply with Kraft's decision with respect thereto.

11.3.6 With respect to all products and services purchased by Supplier for Kraft and/or the Eligible Recipients on Pass-Through Expense or, where agreed upon by the Parties, on a cost-reimbursement basis during the course of performing the Services, Supplier shall use commercially available efforts to pass through, or otherwise provide, to Kraft and/or the applicable Eligible Recipient(s) all benefits offered by the manufacturers and/or vendors of such products and services(including all warranties, refunds, credits, rebates, discounts, training, technical support and other consideration offered by such manufacturers and vendors) except to the extent otherwise agreed by Kraft. If Supplier is unable to pass through any such benefit to Kraft and/or the applicable Eligible Recipient(s), it shall notify Kraft in advance and shall not purchase such product or service without Kraft's prior approval.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.3.7 Except as expressly agreed in writing by Kraft, Supplier represents and warrants that Supplier will only procure such products and services for Kraft with manufacturers and/or vendors with whom Supplier has an arm's-length relationship. Supplier will fully disclose to Kraft and obtain Kraft's prior written approval prior to procuring any products or services for Kraft from any manufacturer and/or vendor in whom Supplier has an ownership interest, affiliation, referral or marketing agreement, or any other similar relationship. Supplier will fully disclose to Kraft any affiliation it may have with such manufacturers and/or vendors.

11.4 Taxes .

The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

11.4.1 Income Taxes . Each Party shall be responsible for its own Income Taxes.

11.4.2 Sales, Use and Property Taxes . Each Party shall be responsible for any sales, lease, use, personal property, stamp, duty or other such taxes on Equipment, Software or property it owns or leases from a third party, including any lease assigned pursuant to this Agreement, and/or for which it is financially responsible under this Agreement.

11.4.3 [Intentionally left blank]

11.4.4 Taxes on Goods or Services Used by Supplier . Supplier shall be responsible for all sales, service, value-added, lease, use, personal property, excise, consumption, and other taxes and duties payable by Supplier on any goods or services used and consumed by Supplier in providing the Services (including services obtained from Subcontractors) where the tax is imposed on Supplier's acquisition of such goods or services and the amount of tax is measured by Supplier's costs in acquiring or procuring such goods or services and not by Kraft's cost of acquiring such goods or services from Supplier.

11.4.5 Service Taxes . Unless Kraft provides Supplier with a valid and applicable exemption certificate there shall be added to any Charges under the applicable Supplement, or a separate billing for, and Kraft will be financially responsible for and shall pay or reimburse Supplier for any and all Service Taxes however designated, assessed, imposed or levied on or against either Party on the provision of the Services as a whole, or on any particular Service received by Kraft or the Eligible Recipients, provided however, where required by applicable local tax Laws, Charges shall be increased to include the applicable Service Taxes. If new or higher Service Taxes thereafter become applicable to the Services as a result of either Party moving all or part of its operations to a different jurisdiction (e.g., Kraft opening a new office, Supplier relocating performance of Services to a shared service center or assigning this Agreement to an Affiliate), the Party initiating such move shall be financially responsible for such new or higher Service Taxes. [* * *] will provide [* * *] with advice and assistance from [* * *] to assist [* * *] in analyzing and minimizing [* * *] obligations for [* * *] related to [* * *].

11.4.6 Telecommunication Surcharges or User Fees . To the extent Kraft is responsible under the applicable Supplement for telecommunication surcharges or user fees and related telecommunication taxes imposed by government authorities and associated with the Services and the allocation of such fees, taxes or surcharges is within Supplier's or its Subcontractors' discretion, Supplier and its Subcontractors shall act fairly and equitably in allocating such fees, taxes and surcharges to Kraft, and Kraft and the Eligible Recipients shall not receive more than a proportionate share of such fees, taxes and surcharges; it being understood that Supplier will not be deemed to have such discretion on allocation where the surcharge, tax or user fee is directed

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

specifically at Kraft. In addition, in the event any such fee, tax or surcharge for which Kraft or an Eligible Recipient is responsible is subsequently reduced or vacated by the appropriate regulatory authority or court of competent jurisdiction, then where the Parties agree and at Kraft's expense, Supplier shall use commercially reasonable efforts to obtain on behalf of Kraft a refund of any overpayment of such fee or surcharge by Kraft or the Eligible Recipient.

11.4.7 **Notice of New Taxes and Charges** . Supplier shall promptly notify Kraft when it becomes aware of any new taxes or other charges (including changes to existing taxes or charges) to be passed through and/or collected by Kraft under this Section.

11.4.8 **Efforts to Minimize Taxes** . The Parties agree to cooperate fully with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. Supplier's invoices shall separately state the Charges that are subject to taxation and the amount of taxes included therein. Supplier shall be responsible for any unrecovered Service Taxes that Kraft is required to pay as a result of Supplier's failure to provide invoices (or corrected invoices, to the extent they can enable Kraft to avoid the tax payment obligation) in such format. Each Party will provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by either Party. At Kraft's reasonable request, Supplier shall provide Kraft with (i) an annual written certification signed by an authorized representative of Supplier, and, if required more frequently than annually, other evidence confirming that Supplier has filed all required tax forms and returns required in connection with any Service Taxes collected from Kraft, and has collected and remitted all applicable Service Taxes, and (ii) such other information pertaining to applicable Taxes as Kraft may reasonably request.

11.4.9 **Tax Audits or Proceedings** . Each Party shall promptly notify the other Party of, and coordinate with the other Party, the response to and settlement of, any claim for taxes asserted by applicable taxing authorities for which the other Party is financially responsible hereunder. With respect to any claim arising out of a form or return signed by a Party to this Agreement, such Party will have the right to elect to control the response to and settlement of the claim, but the other Party will have all rights to participate in the responses and settlements to the extent of its potential responsibility or liability. Each Party also shall have the right to challenge the imposition of any tax liability for which it is financially responsible under this Agreement or, if necessary, to direct the other Party to challenge the imposition of any such tax liability. If either Party requests the other to challenge the imposition of any tax liability, such other Party shall do so (unless and to the extent it assumes financial responsibility for the tax liability in question), and, the requesting Party shall reimburse the other for all fines, penalties, interest, additions to taxes or similar liabilities imposed in connection therewith, plus the reasonable legal, accounting and other professional fees and expenses it incurs. Each Party shall be entitled to any tax refunds or rebates obtained with respect to the taxes for which such Party is financially responsible under this Agreement. Supplier reserves the right to settle any and all claims, without notification to, or approval by, Kraft, provided however, that in such event, Kraft shall not be responsible for such settled taxes, and Supplier shall reimburse Kraft to the extent Kraft had paid such taxes.

11.4.10 **Tax Filings.** Each Party represents, warrants and covenants that it will file appropriate tax returns, and pay applicable taxes owed arising from or related to the provision of the Services in applicable jurisdictions. Supplier represents, warrants and covenants that it is registered to remit Service Taxes that it collects from Kraft.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.4.11 Where Kraft is required by the Laws of any foreign tax jurisdiction to withhold income or other similar taxes from a payment, the amount payable by Kraft upon which the withholding is based shall be paid to Supplier net of such withholding. Kraft shall pay any such withholding to the applicable tax authority and timely provide Supplier with applicable documentation, certificates of withholding, or receipts necessary for Supplier to claim the withholding taxes from the applicable Taxing Authority. If after 60 days of receipt of such documentation by Kraft from the taxing authority, Kraft has not supplied Supplier with the required certificates of withholding, documentation or receipts, then Supplier shall invoice Kraft or the applicable Eligible Recipient for such withholding taxes and Kraft or such Eligible Recipient shall either pay to Supplier an amount equal to such withholding or provide the required certificates of withholding, documentation or receipts within 60 days after Kraft's or such Eligible Recipient's receipt of an invoice for such amounts from Supplier. In the event that Supplier does not agree with any particular withholding Supplier shall request, and Kraft or such Eligible Recipient shall provide, a reasonable explanation for such withholding. If, after receipt of such reasonable explanation, Supplier still disputes the withholding, Supplier may use the dispute resolution provisions in **Article 19** to resolve such dispute.

11.5 New Services.

11.5.1 Procedures .

11.5.1.1 **New Services Proposals.** If Kraft requests that Supplier perform any New Services reasonably related to the Services or other services generally provided by Supplier, Supplier shall promptly prepare a New Services proposal for Kraft's consideration. Unless otherwise agreed by the Parties, Supplier shall prepare such New Services proposal [* * *] and shall deliver such proposal to Kraft within 10 days of its receipt of Kraft's request; provided, that (a) Supplier shall use all commercially reasonable efforts to respond more quickly in the case of a pressing business need or an emergency situation; and (b) Supplier shall promptly notify Kraft if the complexity of the requested New Services makes it impractical for the Supplier to provide a proposal within 10 days, in which case Supplier shall promptly advise Kraft of the time Supplier will require, and shall provide such proposal as soon as reasonably practicable. Kraft shall provide such information as Supplier reasonably requests in order to prepare such New Service proposal. Such New Services proposal shall include, among other things, the following at a level of detail sufficient to permit Kraft to make an informed business decision: (i) a project plan and fixed price or price estimate for the New Service; (ii) a breakdown of such price or estimate, (iii) a description of the service levels to be associated with such New Service, (iv) a schedule for commencing and completing the New Service, (v) a description of the new hardware or software to be provided by Supplier in connection with the New Service, (vi) a description of the software, hardware and other resources, including Resource Unit utilization, necessary to provide the New Service, (vii) any additional facilities or labor resources to be provided by Kraft or the Eligible Recipients in connection with the proposed New Service, and (viii) in the case of any Developed Materials to be created through the provision of the proposed New Services, any ownership rights therein that differ from the provisions of **Section 14.2** .

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.5.1.2 **Acceptance or Rejection.** Kraft may accept or reject any New Services proposal in its sole discretion and Supplier shall not be obligated to perform any New Services to the extent the applicable proposal is rejected. Unless the Parties otherwise agree, if Kraft accepts Supplier's proposal, Supplier will perform the New Services and be paid in accordance with the proposal submitted by Supplier and the provisions of the applicable Supplement. Upon Kraft's acceptance of a Supplier proposal for New Services, the scope of the Services will be expanded and the applicable Supplement will be modified to include such New Services. If Supplier is unable to provide such New Services related to the Services using its own resources, Kraft may require Supplier to engage (as Supplier's subcontractor) a third party approved or selected by Kraft to provide such services. Notwithstanding any provision to the contrary, (i) Supplier shall act reasonably and in good faith in formulating such pricing proposal, (ii) Supplier shall use commercially reasonable efforts to identify potential means of reducing the cost to Kraft, including utilizing Subcontractors as and to the extent appropriate, (iii) such pricing proposal shall be [* * *] than the [* * *], and (iv) such pricing proposal shall take into account [* * *].

11.5.1.3 [* * *] **Expenses** . The [* * *] requirement set forth in [* * *] of the definition of [* * *] (in **Schedule 1**) shall not apply to [* * *] for purchase of [* * *] which cannot be performed [* * *], or the purchase of [* * *], to the extent that such [* * *]: (1) result in changes to [* * *] specifically requested [* * *] and are not otherwise required for [* * *] to meet its then current obligations under [* * *], including its obligations under [* * *] below; (2) are approved by [* * *] in writing in advance; and (3) are not offset by costs or expenses that are avoided as a result of [* * *].

11.5.2 **Use of Third Parties** . Kraft may elect to solicit and receive bids from third parties to perform any New Services. If Kraft elects to use third parties to perform New Services, (i) such New Services shall not be deemed "Services" under the provisions of this Agreement, and (ii) Supplier shall cooperate with such third parties as provided in **Section 4.5** .

11.5.3 **Services Evolution and Modification.** The Parties anticipate that the Services will evolve and be supplemented, modified, enhanced or replaced over time to keep pace with technological advancements and improvements in the methods of delivering Services and changes in the businesses of Kraft and the Eligible Recipients, provided that the foregoing shall not be interpreted to require Supplier to refresh Equipment at a rate that is faster than the rate specified in the applicable Supplement for such Equipment. The Parties acknowledge and agree that these changes will modify the Services and will not be deemed to result in New Services unless the changed services meet the definition of New Services.

11.5.4 **Authorized User and Eligible Recipient Requests** . Supplier will promptly inform the Kraft Contract Manager of requests for New Services from Authorized Users or Eligible Recipients, and shall submit any proposals for New Services to the Kraft Contract Manager or his or her designee. Supplier shall not agree to provide New Services to any Authorized Users or Eligible Recipients without the prior written approval of the Kraft Contract Manager or his or her designee. If Supplier fails to comply strictly with this **Section 11.5.4** , it shall receive no compensation for any services rendered to any person or entity in violation of such provision.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.5.5 **Efforts to Reduce Costs and Charges** . The Supplier will continually explore and identify opportunities to improve the Services and reduce Kraft's costs, and will advise Kraft management of each opportunity that is identified and estimate the potential savings. From time to time, Kraft may request that the Parties work together to identify ways to achieve reductions in the cost of service delivery and corresponding reductions in the Charges to be paid by Kraft by modifying or reducing the nature or scope of the Services to be performed by Supplier, the applicable Service Levels or other contract requirements. If requested by Kraft, Supplier shall promptly prepare a proposal at a level of detail sufficient to permit Kraft to make an informed business decision identifying all viable means of achieving the desired reductions without adversely impacting business objectives or requirements identified by Kraft. In preparing such a proposal, Supplier shall give due consideration to any means of achieving such reductions proposed by Kraft. Supplier shall negotiate in good faith with Kraft about each requested reduction in Charges and, without disclosing the actual cost of providing the Services, shall identify for Kraft if and to what extent the cost of service delivery may be reduced by implementing various changes in the contract requirements. Kraft shall not be obligated to accept or implement any proposal; and Supplier shall not be obligated to implement any change that affects the terms of this Agreement unless and until such change is reflected in a written amendment to this Agreement. The foregoing shall not be interpreted to require Supplier to share with Kraft the benefit of the cost efficiencies that Supplier is able to achieve without requiring Kraft's investment or approval.

11.6 **Extraordinary Events** .

11.6.1 **Definition** . As used in this Agreement, an " **Extraordinary Event** " shall mean a circumstance in which an event or discrete set of events has occurred or is planned with respect to the business of Kraft or the Eligible Recipients that results or will result in a change in the scope, nature or volume of the Services that the Eligible Recipients will require from Supplier, and which is expected to cause the estimated average monthly amount of chargeable Resource Unit usage in any Resource Baseline, or other applicable grouping as may be specified in the applicable Supplement, to increase or decrease by [* * *] or more [* * *] consecutive [* * *]. Examples of the kinds of events that might cause such substantial increases or decreases include the following:

11.6.1.1 changes in locations where the Eligible Recipients operate;

11.6.1.2 changes in products of, or in markets served by, the Eligible Recipients;

11.6.1.3 mergers, acquisitions, divestitures or reorganizations of the Eligible Recipients;

11.6.1.4 changes in the method of service delivery;

11.6.1.5 changes in the applicable regulatory environment;

11.6.1.6 changes in Kraft's policy, technology or processes;

11.6.1.7 changes in market priorities; or

11.6.1.8 changes in the business units being serviced by Supplier.

11.6.2 **Consequence** . If an Extraordinary Event occurs, Kraft may, at its option, request more favorable pricing with respect to applicable Charges for any Service or Tower in accordance with the following:

11.6.2.1 [* * *] and [* * *] shall [* * *] determine on a reasonable basis the [* * *], if any, resulting from such Extraordinary Event and, upon [* * *], [* * *] shall then proceed to implement such [* * *] as quickly as practicable and in accordance with the agreed-upon schedule. As the [* * *] are realized, the Charges specified on the applicable Supplement and any affected [* * *] shall be promptly and equitably adjusted to pass through to [* * *] the full benefit of such [* * *]; provided, that [* * *] shall reimburse [* * *] for any net costs or expenses incurred to realize such [* * *] if and to the extent [* * *] (i) notifies [* * *] of such additional costs and obtains [* * *] approval prior to incurring such costs, (ii) uses commercially reasonable efforts to identify and consider practical alternatives, and reasonably determines that there is no other more practical or cost effective way to obtain [* * *] without incurring such expenses, and (iii) uses commercially reasonable efforts to minimize the additional costs to be [* * *]. For the avoidance of doubt, and notwithstanding the foregoing, any changes in the [* * *] arising out of this **Section 11.6** will be applied to the [* * *] on a [* * *] only from the date of the [* * *] of such [* * *].

11.6.2.2 An Extraordinary Event shall not result in [* * *] to [* * *] being [* * *] such Charges would have been if the RRCs, ARCs and other rates and charges then specified in the applicable Supplement had been applied. [* * *] may, at its sole option, elect, for each Extraordinary Event, at any time to forego its rights under this **Section 11.6** and instead, apply RRCs, ARCs and other rates and charges specified in the applicable Supplement to adjust the Charges.

11.7 **Unanticipated Change** .

If an Unanticipated Change occurs, and if Kraft requests that the Services be modified to incorporate such Unanticipated Change after the completion of Transformation for those Services to be transformed, or after Transition for all other Services, the Parties shall use the procedures in **Section 11.6.2** to equitably adjust the Charges and other relevant provisions of this Agreement to take such Unanticipated Change into Account. An " **Unanticipated Change** " shall consist of a material change in the technologies and/or business processes available to provide all or part of the Services which is outside the normal evolution of technology experienced by the information technology and other in-scope services, that was not generally available as of the Commencement Date, and that would materially reduce Supplier's cost of providing the Services.

11.8 **Proration** .

Periodic charges under this Agreement are to be computed on a calendar month basis, and shall be prorated for any partial month on a calendar day basis.

11.9 **Refundable Items** .

11.9.1 **Prepaid Amounts** . Where Kraft and/or the Eligible Recipients have prepaid for a service or function for which Supplier is assuming financial responsibility under this Agreement, Supplier shall promptly refund to Kraft or such Eligible Recipient, upon either Party identifying the prepayment, that portion of such prepaid expense that is attributable to periods on and after the Commencement Date; provided, however, that if Supplier had not received notice of the prepayment prior to the Effective Date, Supplier shall only be obligated to refund amounts to Kraft to the extent Supplier received an economic benefit from the prepayment (e.g., if Supplier can demonstrate that it had planned to use a replacement service at a lower cost, Supplier would only be obligated to refund such lower cost amount).

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.9.2 **Refunds and Credits** . If Supplier should receive a refund, credit, discount or other rebate for goods or services paid for by Kraft and/or the Eligible Recipients on a Pass-Through Expense, Retained Expense, cost-plus or cost-reimbursement basis, then Supplier shall (i) notify Kraft of such refund, credit, discount or rebate and (ii) pay the full amount of such refund, credit, discount or rebate to Kraft or such Eligible Recipient.

11.9.3 **Allocation of Balloon, Roll-Over and Similar Payments** . With respect to contracts assigned to Kraft in connection with any Termination Assistance Services, where the costs under any such contracts entered into by Supplier, a Supplier Affiliate or Subcontractor are to be apportioned between the Parties, Supplier shall be responsible for the payment of any costs required to be paid by Kraft after the assignment of such contracts to Kraft, to the extent such costs are attributable to periods during the Term and the provision of any Termination Assistance Services. Additionally, if lease, license, maintenance, service charges or other periodic payments under any such contract increase after assignment to Kraft (other than to account for cost of living or similar increases) (e.g., balloon or similar payments), unless Kraft has expressly agreed to assume such increase, all such payments shall be recalculated so that, as between the Parties, the entire cost shall be amortized evenly over the entire term of such contract. In the case of licenses, such allocation of costs shall not apply to the initial one-time license fees paid or payable by Supplier. Supplier shall be responsible for those back-end and recalculated costs that are attributable to periods during the Term and the provision of any Termination Assistance Services, and, upon assignment to Kraft, Kraft shall be responsible for all other payments. Supplier shall provide a credit to Kraft for any such back-end costs and recalculated costs against any amounts then due and owing by Kraft or, if there are no amounts then owed by Kraft, pay such back-end or recalculated amounts to Kraft within 30 days after the assignment of the applicable contract to Kraft.

11.10 **Kraft Benchmarking Reviews** .

11.10.1 **Benchmarking Review** . Commencing eighteen (18) months after the applicable Supplement Commencement Date (or in the case of the first Supplement, if later, following Supplier's execution of a separate agreement, pursuant to **Section 11.1.6.3** , with the second of the two Kraft entities resulting from the Spin-Off), and with 30 days' advance written notice to Supplier, and no more frequently than once every 12 months thereafter for each scope of Services that is benchmarked, Kraft may, subject to this **Section 11.10** , request that a benchmarking study be performed by an independent third party with the characteristics noted in **Section 11.10.2** (a " **Benchmarker** ") to compare the quality and price of all or any portion of the Services representing at least one Tower against the quality and price of other well-managed outsourcing suppliers (not including companies who self-perform services) performing similar services to ensure that Kraft is receiving from Supplier pricing and levels of service that are competitive with market rates, prices and service levels, given the nature, volume and type of Services provided by Supplier hereunder (" **Benchmarking** "). The Benchmarker may be hired and Kraft may provide the Benchmarker with instructions and information prior to the required waiting period set forth in the preceding sentence, but the actual benchmarking study may not commence earlier than the end of such waiting period. In addition, Kraft shall not require Benchmarking more than 3 times in any Contract Year. In making this comparison, the Benchmarker shall consider such factors as the Benchmarker typically considers in its benchmarking methodology, including the following factors, and adjust the prices as and to the extent appropriate: (i) any financial engineering, such

as whether supplier transition charges are paid by the customer as incurred or amortized over the term of this Agreement; (ii) the extent to which supplier pricing includes the purchase of the customer's existing assets; (iii) the extent to which supplier pricing includes the cost of acquiring future assets; (iv) the extent to which this Agreement calls for Supplier to provide and comply with unique Kraft requirements; (v) whether Service Taxes are included in such pricing or stated separately in supplier invoices; (vi) nature, size, scope and term of the contract, and (vii) service locations.

11.10.2 **General** . Any Benchmarker engaged to perform the benchmarking study shall execute a non-disclosure agreement substantially in the form attached hereto as **Exhibit 3** , and must be an independent, established and industry recognized third party with demonstrated benchmarking expertise, methodology and data sources, must not be a provider of the Services, Direct Kraft Competitor or a Direct Supplier Competitor or affiliated or associated with either Party in such a manner that an objective person would regard the Benchmarker as likely to have a material conflict of interest, such as because of its status as a consultant or auditor of either Party, and therefore be unable to conduct the benchmark study objectively and independently. Notwithstanding the foregoing, Supplier hereby irrevocably consents to Kraft's use of any Benchmarker listed in **Schedule 25** at any time during the Term. The Benchmarker shall be engaged on terms consistent with this **Section 11.10** and otherwise acceptable to Kraft, provided that Supplier shall have an opportunity to review and comment on the proposed agreement, and may at its option elect to be a party to such agreement and share equally with Kraft in the amounts payable to such Benchmarker. Supplier and Kraft shall cooperate fully with the Benchmarker and shall provide reasonable access to any premises, equipment, personnel or documents and provide any assistance required by the Benchmarker to conduct the Benchmarking, all at Kraft's and Supplier's respective cost and expense. The Benchmarking shall be conducted so as not to unreasonably disrupt Supplier's operations under this Agreement.

11.10.3 **Result of Benchmarking** . If the Benchmarker finds that the Charges paid by Kraft for all Services or for any service element are greater than [* * *] of the prices charged by other well-managed suppliers for work of a similar nature, type or volume (the " **Benchmark Standard** "), the Charges shall be [* * *]; provided that Supplier shall not be obligated to implement Benchmarking [* * *] to the extent such [* * *] would result in Supplier's total Charges [* * *] as compared to its pricing absent such [* * *]. Such [* * *] shall become effective immediately upon receipt of the Benchmarker's report, though [* * *] reserves [* * *] the Benchmarker's report pursuant to the dispute resolution proceedings described in **Section 11.10.4** . Any reversal of the Benchmarking findings will be effective prospectively only from the date the dispute is resolved.

11.10.4 **Supplier Review and Dispute** . Kraft shall provide Supplier with a copy of the Benchmarker's report and Supplier shall have 10 days to review such report and contest the Benchmarker's findings. If the Parties are unable to agree upon the validity of such findings, the matter shall be resolved pursuant to the dispute resolution procedures set forth in **Article 19** . [* * *] in Supplier's Charges shall be implemented effective as of the date the Benchmarker's final report was [* * *] to [* * *].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

12. INVOICING AND PAYMENT

12.1 Invoicing .

12.1.1 Invoice . Within fifteen days after the beginning of each month, Supplier will present Kraft with an invoice for any Charges due and owing for the preceding month (the " **Monthly Invoice** "), including Monthly Base Charges, Charges for Transition Services and Transformation Services, and ARCs and RRCs. The invoice shall be delivered in hard copy and/or electronically to such billing address(es) as Kraft may direct. Supplier shall not invoice Kraft for any advance or concurrent charges or other amounts.

12.1.2 Form and Data . At Kraft's request, Supplier shall provide separate Monthly Invoices for each country to which Supplier is then providing Services. With respect to the Resource Units in the Application Servers Tower that reside in Supplier Facilities or, if prior to the completion of Transition and Transformation, in the Kraft Facilities, Kraft may allocate the Charges for those Resource Units to Eligible Recipients in the countries that are receiving the benefit of the Services reflected by those Resource Units based on an allocation formula Kraft provides to Supplier. Supplier will calculate the Charges based on the location of the Resource Units and internally allocate those Charges from that location to the Eligible Recipients in a country or countries designated by Kraft and invoice Eligible Recipient in country for those Charges. Unless otherwise agreed by the Parties, invoicing for Kraft's existing in-scope entities shall be done in accordance with the applicable Supplement. If Kraft adds business that consumes Services in a country and Supplier is not then issuing invoices to an Eligible Recipient in that country, Kraft can require Supplier to begin issuing invoices to that country. Supplier shall issue such invoice either from a Supplier Affiliate located in the same country, or, if Supplier does not have an Affiliate in that country, from another country as mutually agreed by Kraft and Supplier. Each invoice shall be in the form specified in **Exhibit 4** and shall (i) comply with all applicable legal, regulatory and accounting requirements; and (ii) allow Kraft to validate volumes and fees. Each invoice shall include the pricing calculations and related data utilized to establish the Charges and sufficient information to validate the service volumes and associated Charges. The data underlying each invoice shall be delivered to Kraft electronically (if requested by Kraft) in a form and format compatible with Kraft's accounting systems. In addition, Supplier shall provide Kraft with a database of current and detailed information regarding its Charges, with the information in a format approved by Kraft, that can be used by Kraft to produce chargebacks by Kraft business unit.

12.1.3 Credits . To the extent a credit may be due to Kraft pursuant to this Agreement, Supplier shall provide Kraft with an appropriate credit against amounts then due and owing; if no further payments are due to Supplier, Supplier shall pay such amounts to Kraft within 15 days.

12.1.4 [* * *]. If [* * *] fails to provide an [* * *] to [* * *] for (i) the [* * *] within [* * *] after the [* * *] for which those [* * *], (ii) any other [* * *] (excluding any [* * *] and [* * *]) within [* * *] after the [* * *] in which the Services subject to [* * *] are rendered (or a total of [* * *] so long as [* * *] has notified [* * *] within such [* * *] of the delay and the estimated amount of the [* * *]), or (iii) [* * *] or [* * *] within [* * *] after the [* * *] in which the applicable [* * *] or [* * *] of the [* * *] is received by [* * *], then [* * *] shall waive any right it may otherwise have to [* * *] for and [* * *] such amount (and, with respect to [* * *] and [* * *], [* * *] shall be required to [* * *] such [* * *] and [* * *] and any associated [* * *] or [* * *] without [* * *]). [* * *] shall notify [* * *] of any delays of any [* * *] extending more than [* * *] of which [* * *] is aware.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

12.2 Payment Due .

Subject to the other provisions of this **Article 12** and except as otherwise provided in the applicable Supplement for the countries specified therein, each Monthly Invoice provided for under **Section 12.1** shall be due and payable by Kraft by wire transfer in immediately available funds within [* * *] days after receipt by Kraft of such Monthly Invoice unless the amount in question is disputed in accordance with **Section 12.4** . Any amount due under this Agreement for which a time for payment is not otherwise specified also shall be due and payable within [* * *] days, subject to Kraft's right to withhold pursuant to **Section 12.4** . Any undisputed amounts not paid when due will thereafter bear interest until paid at the Interest Rate.

12.3 Set Off .

With respect to any amount to be paid or reimbursed by Kraft hereunder, Kraft may set off against such amount any amount that Supplier is obligated to pay or credit Kraft hereunder; provided that (i) Kraft will first set off amounts due with respect to any Services in any country against invoices for the same country; (ii) Kraft will notify Supplier if the invoice for the same country is insufficient to set off the full amount due and permit Supplier or the applicable Supplier Affiliate to pay remaining amount due, and (iii) Kraft will be responsible for currency risk for amounts Kraft elects to set off against another country's invoice to the extent such other country uses a different currency.

12.4 Disputed Charges .

Kraft may withhold payment of particular Charges that Kraft reasonably disputes in good faith subject to the following:

12.4.1 Notice of Dispute . If Supplier's invoice includes sufficient detail and supporting documentation to enable Kraft to reasonably determine whether Supplier's Charges are in accordance with this Agreement, Kraft shall notify Supplier on or before the payment due date of such invoice if it disputes any of the Charges in such invoice.

12.4.2 Notice of Insufficient Detail, Documentation and Dispute . If Supplier's invoice does not include sufficient detail and supporting documentation to enable Kraft to reasonably determine whether Supplier's Charges are in accordance with this Agreement, Kraft shall so notify Supplier on or before the payment due date. Supplier shall promptly provide such reasonable detail and supporting documentation, and Kraft shall notify Supplier within 10 business days after receipt thereof by the Kraft Contract Manager whether it disputes any of the Charges in Supplier's invoice.

12.4.3 Description and Explanation . If Kraft disputes any Supplier Charges, Kraft shall so notify Supplier promptly after becoming aware of the issue and provide a description of the particular Charges in dispute and an explanation of the reason why Kraft disputes such Charges.

12.4.4 Continued Performance . Subject to compliance with the provisions of **Section 12.4.6** , each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

12.4.5 **No Waiver** . Neither the failure to dispute any Charges or amounts prior to payment nor the failure to withhold any amount shall constitute, operate or be construed as a waiver of any right Kraft may otherwise have to dispute any Charge or amount or recover any amount previously paid.

12.4.6 **Amount of Withholding** . In no event may Kraft withhold from any monthly invoice an amount in excess of [* * *] of the aggregate amount of the monthly invoices, provided that Kraft will be responsible for currency to the extent the amount withheld from a country invoice pertains to Services billed under an invoice for another country. If at any time Kraft is withholding disputed amounts that, in the aggregate, exceed [* * *], then Kraft shall place the full amount of the withheld amounts into an interest bearing escrow account with a nationally recognized financial institution. The Parties agree to work in good faith and expeditiously to resolve all Charges disputes. Interest earned in the account will be distributed to the Parties in the proportion to the amounts they receive from the account.

13. KRAFT DATA AND OTHER PROPRIETARY INFORMATION

13.1 Kraft Ownership of Kraft Data .

Kraft Data is and shall remain the property of Kraft (and/or the applicable Eligible Recipients). Supplier shall promptly deliver Kraft Data (or the portion of such Kraft Data specified by Kraft) to Kraft in the format and on the media prescribed by Kraft (i) at any time at Kraft's request, (ii) at the end of the Term and the completion of all requested Termination Assistance Services (except Contract Records, which shall be retained by Supplier for the Audit Period specified in **Section 9.10.1** unless and to the extent Supplier is directed by Kraft to deliver such Contract Records to Kraft prior to the expiration of such audit period), or (iii) with respect to particular Kraft Data, at such earlier date that such data are no longer required by Supplier to perform the Services. Thereafter, Supplier shall return or destroy, as directed by Kraft, all copies of the Kraft Data in Supplier's possession or under Supplier's control as soon as possible, but in any event within 10 business days and deliver to Kraft written certification of such return or destruction signed by an authorized representative of Supplier. Supplier shall not withhold any Kraft Data as a means of resolving any dispute. Kraft Data shall not be utilized by Supplier for any purpose other than the performance of Services under this Agreement and for use by Supplier in formal dispute resolution proceedings that may arise between the Parties pursuant to this Agreement. Supplier shall at all times comply with Kraft's privacy policy, as modified by Kraft from time to time. Kraft Data shall not be sold, assigned, leased, encumbered or commercially exploited or otherwise provided to third parties by or on behalf of Supplier or any Supplier Personnel. Supplier shall promptly notify Kraft if it believes that any use of Kraft Data by Supplier contemplated under this Agreement or to be undertaken as part of the Services is inconsistent with the foregoing.

13.2 Safeguarding Kraft Data .

13.2.1 **Safeguarding Procedures** . Supplier shall establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, loss, unauthorized access or alteration of Kraft Data in the possession of Supplier which are (i) no less rigorous than those maintained by Kraft as of the Effective Date and made available to Supplier at its request (or implemented by Kraft in the future to the extent deemed necessary by Kraft), including the security and control requirements described in **Schedule 17.1** and elsewhere in this Agreement; and (ii) no less rigorous than those maintained by Supplier for its own information of a similar nature where the Kraft Data is being maintained at a Supplier Facility, and, after completion of Transformation or Transition, as applicable, for Kraft Data maintained by Supplier

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

at a Kraft Site, subject to Kraft's responsibility for maintaining physical security at such Kraft Site; (iii) no less rigorous than accepted security standards in the industry (such as ISO 17799), and (iv) adequate to permit Supplier to meet its obligations under **Section 13.3** . Within 90 days following the Effective Date, Supplier shall evaluate the then-current Kraft security policy and shall prepare and submit for Kraft review and approval recommendations with respect to changes or modifications to such policy. Supplier shall maintain and enforce the then-current Kraft security policy until any changes or modifications are approved by Kraft in writing for implementation. The Parties acknowledge and agree that modifications or additions to the Kraft security or other policies or the information security requested by Kraft after the Effective Date may result in Supplier performing New Services to comply with such modifications or additions if such services meet the definition of New Services. Kraft shall have the right to establish backup security for Kraft Data and to keep backup copies of the Kraft Data in Kraft's possession at Kraft's expense if Kraft so chooses. Supplier shall provide Kraft with downloads of Kraft Data, as requested by Kraft, to enable Kraft to maintain such backup security or backup copies of Kraft Data. Supplier shall remove all Kraft Data from any media taken out of service and shall destroy or securely erase such media in accordance with the Policy and Procedures Manual. No media on which Kraft Data is stored may be used or re-used to store data of any other customer of Supplier or to deliver data to a third party, including another Supplier customer, unless securely erased in accordance with the Policy and Procedures Manual. In the event Supplier discovers or is notified of a breach or potential breach of security relating to Kraft Data in the possession or control of Supplier or its Affiliates or Subcontractors or System that Supplier is supporting, Supplier shall (i) expeditiously notify Kraft of such breach or potential breach, (ii) investigate such breach or potential breach and perform a Root Cause Analysis thereon, (iii) remediate the effects of such breach or potential breach of security to the extent possible, (iv) provide Kraft with such assurances as Kraft shall request that such breach or potential breach will not recur and (v) provide periodic updates during the investigation to Kraft and provide Kraft the Root Cause Analysis reports. If the Root Cause Analysis indicates that Supplier was not responsible for the cause of the breach or potential breach and Supplier is unable to perform remediation efforts without adding substantial additional Supplier resources or third party contractors (beyond the Subcontractor personnel then assigned to perform Services for Kraft), Kraft may elect to either (i) reprioritize the Services, in which event Supplier will perform the remediation at no additional charge, or (ii) authorize Supplier to perform the remediation as a Project.

13.2.2 **Reconstruction Procedures** . As part of the Services, Supplier shall be responsible for developing and maintaining procedures for the reconstruction of lost Kraft Data which are (i) no less rigorous than those maintained by Kraft as of the Effective Date (or implemented by Kraft in the future to the extent deemed necessary by Kraft), and (ii) no less rigorous than those maintained by Supplier for its own information of a similar nature.

13.2.3 **Corrections** . Supplier shall restore all destroyed, lost or altered Kraft Data using generally accepted data restoration techniques consistent with the requirements of the applicable Supplement, where applicable. In addition, if Supplier or its Affiliates or Subcontractors has caused the destruction, loss or alteration of any Kraft Data, Supplier shall be responsible for the cost of restoring such data. If Supplier or its Affiliates or Subcontractors have not caused the destruction, loss or alteration of any Kraft Data, and Supplier is unable to perform the restoration efforts without either adding substantial additional Supplier resources or third party contractors (beyond the Subcontractor personnel then assigned to perform Services for Kraft), Supplier will so notify Kraft. Kraft may elect to either (i) reprioritize the Services, in which event Supplier will perform the restoration at no additional charge, or (ii) authorize Supplier to perform the

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

restoration as a Project. Supplier shall at all times adhere to the procedures and safeguards specified in **Section 13.2.1** and **13.2.2** and shall correct (including any required back-up or restoration of data from scheduled backups, or if not available on such backups, restoration by other means with Kraft's reasonable cooperation), at no charge to Kraft, any destruction, loss or alteration of any Kraft Data attributable to the failure of Supplier or Supplier Personnel to comply with Supplier's obligations under this Agreement.

13.2.4 **Advice on Better Procedures** . Without disclosure of confidential information about other customers, Supplier shall regularly advise Kraft of data security practices, procedures and safeguards in effect for other Supplier customers, where such practices, procedures and safeguards are of a higher standard than those contemplated under this Agreement.

13.3 **Kraft and Supplier Personal Data** .

The Parties shall be bound by and comply the requirements of **Schedule 27** (Global Personal Data Protection Principles) to the extent applicable as specified in that Schedule.

13.4 **Confidentiality** .

13.4.1 **Proprietary Information** . Supplier and Kraft each acknowledge that the other possesses and will continue to possess information that has been developed or received by it, has commercial value in its or its customers' business and is not generally available to the public. Except as otherwise specifically agreed in writing by the Parties, "Proprietary Information" shall mean (i) this Agreement and the terms hereof; (ii) all non-public information and Materials marked confidential, restricted or proprietary by either Party, and (iii) in the case of Kraft and the Eligible Recipients, Software provided to Supplier by or through Kraft or the Eligible Recipients, Developed Materials, Kraft Data, customer lists, customer contracts, customer information, rates and pricing, information with respect to competitors, strategic plans, account information, rate case strategies, research information, plant and equipment design information, financial/accounting information (including assets, expenditures, mergers, acquisitions, divestitures, billings collections, revenues and finances), human resources and personnel information, marketing/sales information, information regarding businesses, plans, operations, third party contracts, licenses, internal or external audits, lawsuits, regulatory compliance or other non-public information, Materials or data obtained, received, from or through Kraft or any Eligible Recipient (including Proprietary Information of third party service providers of Kraft or any Eligible Recipient ; provided, however, that such third party service provider shall not be deemed a third party beneficiary under **Section 21.14** and only Kraft will have the right to enforce this obligation on behalf of such third party service provider) transmitted, processed, stored, archived, or maintained by Supplier under this Agreement; and (iv) in the case of Supplier, financial information, account information, information regarding Supplier's business plans and operations, research information, human resources and personnel information, trade secrets, third party contracts or licenses, and proprietary software, tools and methodologies owned by Supplier and used in the performance of the Services. The terms of, and performance reports issued in connection with, this Agreement will be deemed the Proprietary Information of each Party and, except as permitted by **Section 13.4.2.3** , neither Party may disclose such Proprietary Information without the prior written consent of the other Party. The Parties agree that Proprietary Information of Kraft includes, but is not limited to: plans for changes in Kraft's or an Eligible Recipient's facilities, business units and product lines, plans for business mergers, acquisitions or divestitures, rate information, plans for the development and marketing of new

products, financial forecasts and budgets, technical information, employee lists and company telephone or e-mail directories. Proprietary Information of Kraft also includes all Proprietary Information of or belonging to GroceryCo and the eligible recipients under the GroceryCo MPSA to the extent that Supplier receives any such information from or through Kraft or the Eligible Recipients pursuant to this Agreement.

13.4.2 Obligations.

13.4.2.1 During the term of this Agreement and at all times thereafter as specified in **Section 13.4.6** , Supplier and Kraft shall not disclose to any third party, except as allowable herein, and shall maintain the confidentiality of, all Proprietary Information of the other Party (and in the case of Supplier, the Eligible Recipients). Kraft and Supplier shall each use at least the same degree of care to safeguard and to prevent disclosing to third parties, except as allowable herein, the Proprietary Information of the other Party as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, or alteration of its own Proprietary Information (or Proprietary Information of its customers) of a similar nature, but not less than reasonable care. Supplier Personnel shall not have access to Kraft's Proprietary Information without proper authorization from the Kraft Contract Manager or a designee thereof. Upon receiving such authorization, authorized Supplier Personnel shall have access to Kraft's Proprietary Information only to the extent necessary for such person to perform his or her obligations under or with respect to this Agreement or as otherwise naturally occurs in such person's scope of responsibility, provided that such access is not in violation of Law.

13.4.2.2 The Parties may disclose Proprietary Information of the other Party to their Affiliates, auditors, attorneys, accountants, consultants, contractors and subcontractors, where (A) such disclosure is necessary for the performance of such person's or entity's obligations under or with respect to this Agreement or otherwise naturally occurs in such person's or entity's scope of responsibility, (B) the entity or individual agrees in writing to assume the obligations described in this **Section 13.4** , and (C) the disclosing Party assumes full responsibility for the acts or omissions of such person or entity and takes all reasonable measures to ensure that the Proprietary Information of the other Party is not disclosed or used in contravention of this Agreement. Any disclosure to such person or entity shall be under the terms and conditions as provided herein. Each Party's Proprietary Information shall remain the property of such Party. The Parties may, to the extent required and subject to appropriate confidentiality notices, provide Proprietary Information to tax authorities, pertinent to tax filings, claims, and assessments without approval by the other Party, but subject to notice to the other party except where prohibited by applicable Law.

13.4.2.3 Neither Party shall (A) make any use or copies of the Proprietary Information of the other Party except as contemplated by this Agreement, (B) acquire any right in or assert any lien against the Proprietary Information of the other Party, (C) sell, assign, transfer, lease, or otherwise dispose of the other Party's Proprietary Information to third parties, except as allowable herein, or commercially exploit such Proprietary Information of the other Party, including through Derivative

Works, or (D) refuse for any reason (including a default or material breach of this Agreement by the other Party) to promptly provide the other Party's Proprietary Information (including copies thereof) to the other Party if requested to do so. Notwithstanding the foregoing, either Party may disclose Proprietary Information relating to the financial or operational terms of this Agreement and/or Supplier's performance hereunder (e.g., applicable Service Levels and measurements of Supplier's performance with respect to such Service Levels) in connection with a benchmarking under **Section 11.10.** Kraft may disclose Proprietary Information relating to its operations, the Services, the Service Levels, and its costs for the Services (but not the Resource Unit Charges or Supplier's actual performance against its Service Level obligations hereunder), in connection with the solicitation of proposals for or the procurement of the same or similar services from Kraft Third Party Contractors. Upon expiration or any termination of this Agreement and completion of each Party's obligations under this Agreement, each Party shall return or destroy, as the other Party may direct, all documentation in any medium that contains, refers to, or relates to the other Party's Proprietary Information within 30 days (except Contract Records, which shall be retained by Supplier for the Audit Period, unless and to the extent Supplier is directed by Kraft to deliver such Contract Records to Kraft prior to the expiration of such audit period). Each Party shall deliver to the other Party written certification of its compliance with the preceding sentence signed by an authorized representative of such Party. In addition, each Party shall take all necessary steps to ensure that its employees comply with these confidentiality and non-use provisions.

13.4.3 **Exclusions.** **Section 13.4.2** shall not apply to any particular information or Materials which the receiving Party can demonstrate (i) is, at the time of disclosure to it, generally available to the public other than through a breach of the receiving Party's or a third party's confidentiality obligations; (ii) after disclosure to it, is published by the disclosing Party or otherwise becomes generally available to the public other than through a breach of the receiving Party's or a third party's confidentiality obligations; (iii) is lawfully in the possession of the receiving Party at the time of disclosure to it; (iv) is received from a third party having a lawful right to disclose such information; or (v) is independently developed by the receiving Party without reference to Proprietary Information of the furnishing Party, provided however, that the exclusions in the foregoing subsections (i) and (ii) shall not be applicable to the extent that the disclosure or sharing of such information by one or both Parties is subject to any limitation, restriction, consent or notification requirement under any applicable federal or state information privacy law or regulation then in effect. The Parties acknowledge and agree that Proprietary Information of the other Party that is not generally available to the public shall not be deemed public or subject to this exclusion merely because it is combined with information that is generally available to the public. In addition, the receiving Party shall not be considered to have breached its obligations under this **Section 13.4** for disclosing Proprietary Information of the other Party as required, in the opinion of legal counsel, to satisfy any legal requirement of a competent government body, provided that, promptly upon receiving any such request, such Party, to the extent it may legally do so, advises the other Party of the other Party's Proprietary Information to be disclosed and the identity of the third party requiring such disclosure prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take action to assure confidential handling of its Proprietary Information, or take such other action as it deems appropriate to protect the Proprietary Information. Further, and notwithstanding anything to the contrary in this

Agreement, each Party may disclose, without prior notice to, or approval or consent by, the other Party, to taxing authorities and to such Party's representatives, attorneys and advisers, any Proprietary Information that is required to be disclosed in connection with such Party's tax filings, reports, claims, audits or litigation, provided the disclosing Party takes such action as is reasonable to assure confidential handling of the other Party's Proprietary Information. The receiving Party shall use commercially reasonable efforts to cooperate with the disclosing Party in its efforts to seek a protective order or other appropriate remedy or in the event such protective order or other remedy is not obtained, to obtain assurance that confidential treatment will be accorded such Proprietary Information.

13.4.4 **Loss of Proprietary Information** . Each Party shall upon the knowledge or belief of a loss of the other Party's Proprietary Information (i) immediately notify the other Party of any possession, use, knowledge, disclosure, or loss of such other Party's Proprietary Information in contravention of this Agreement, (ii) promptly furnish to the other Party all known details and assist such other Party in investigating and/or preventing the reoccurrence of such possession, use, knowledge, disclosure, or loss, (iii) cooperate with the other Party in any investigation or litigation deemed necessary by such other Party to protect its rights, and (iv) promptly use all commercially reasonable efforts to prevent further possession, use, knowledge, disclosure, or loss of the other Party's Proprietary Information in contravention of this Agreement. Each Party shall bear any costs it incurs in complying with this **Section 13.4.4** .

13.4.5 **No Implied Rights** . Nothing contained in this **Section 13.4** shall be construed as obligating a Party to disclose its Proprietary Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to any Proprietary Information of the other Party.

13.4.6 **Survival** . Supplier's obligations with respect to Kraft Personal Data and Kraft's human resources and personnel information and Kraft's obligations with respect to Supplier's human resources and personnel information shall survive the expiration or termination of this Agreement and shall be perpetual. The Parties' obligations of non-disclosure and confidentiality with respect to all of the other Party's Proprietary Information shall survive the expiration or termination of this Agreement for a period of 15 years from the expiration or termination of this Agreement (including all periods of Termination Assistance Services); provided, however, that the passage of this 15 year period shall not absolve either Party of responsibility for any breach of this **Article 13** occurring prior to the expiration of such 15 year period.

13.4.7 **Disclosure of Supplier Proprietary Information by Kraft.** Notwithstanding the terms and conditions of this **Section 13.4** , Kraft shall have the right to disclose Supplier Proprietary Information obtained by Kraft under the terms of this Agreement to GroceryCo and its Eligible Recipients (as defined under the GroceryCo MPSA), and to receive Supplier Proprietary Information obtained by GroceryCo under the terms of the GroceryCo MPSA from GroceryCo and its Eligible Recipients (as defined under the GroceryCo MPSA) at any time until [* * *] after the GroceryCo Start Date without obligation to notify or obtain the consent of Supplier. In addition, Kraft shall have the right at any time to disclose to and to receive from GroceryCo and the Eligible Recipients (as defined under the GroceryCo MPSA), without obligation to notify or obtain the consent of Supplier, any Supplier Proprietary Information disclosed by Supplier in connection with this Agreement or the GroceryCo MPSA prior to the GroceryCo Start Date. Kraft shall protect such Supplier Proprietary Information in the same manner as if received directly from Supplier.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

13.4.8 **Disclosure of Kraft Proprietary Information by Supplier** . Notwithstanding the terms and conditions of this **Section 13.4** , Supplier shall have the right to disclose to GroceryCo Kraft Proprietary Information obtained by Supplier under the terms of this Agreement solely as necessary to perform the Services under this Agreement or the GroceryCo MPSA, until the later of (i) [* * *] after the GroceryCo Start Date or (ii) with respect to Kraft Proprietary Information related to Projects related to the Spin-Off, the date that such Projects related to the Spin-Off are complete, without obligation to notify or to obtain the consent of Kraft. In addition, Supplier shall have the right at any time to disclose to and to receive from GroceryCo, without obligation to notify or to obtain the consent of Kraft, any Kraft Proprietary Information disclosed by Kraft to GroceryCo prior to the GroceryCo Start Date. Supplier shall protect any Kraft Proprietary Information received from GroceryCo in the same manner as if received directly from Kraft.

13.5 **File Access** .

Subject to the limitations expressly noted in this **Section 13.5** , Kraft shall have unrestricted access to, and the right to review and retain the entirety of, all computer or other files containing Kraft Data, as well as all systems and network logs, system parameters and documentation. At no time shall any of such files or other materials or information be stored or held in a form or manner not readily accessible to Kraft. Supplier shall provide to the Kraft Contract Manager all passwords, codes, comments, keys, documentation and the locations of any such files and other materials promptly upon the request of Kraft, including Equipment and Software keys and such information as to format, encryption (if any) and any other specification or information necessary for Kraft to retrieve, read, revise and/or maintain such files and information. Upon the request of the Kraft Contract Manager, Supplier shall confirm that, to the best of its knowledge, all files and other information provided to Kraft are complete and that no material element, amount, or other fraction of such files or other information to which Kraft may request access or review has been deleted, withheld, disguised or encoded in a manner inconsistent with the purpose and intent of providing full and complete access to Kraft as contemplated by this Agreement. Kraft shall comply with Supplier's reasonable security and confidentiality requirements, and, to the extent such access requires use of Supplier's software, equipment, systems or facilities, shall comply with Supplier's reasonable security and confidentiality requirements, and with Supplier's reasonable standards and procedures in order to avoid disclosure of or access to any information of any other Supplier customers, or other Supplier Proprietary Information that Kraft is not otherwise entitled to obtain pursuant to this Agreement, including Supplier's internal costs.

13.6 **Requirements for Information in Legal Proceedings** .

13.6.1 **Preservation of Legal Privileges** . If Kraft notifies Supplier, or Supplier is otherwise aware, that particular Kraft Data or Kraft's Proprietary Information may be within Kraft attorney-client or work-product privileges of Kraft, then regardless of any applicable exclusions, Supplier (i) shall not disclose such Kraft Data or Kraft Proprietary Information or take any other action that would result in waiver of such privileges and (ii) shall instruct all Supplier Personnel and Subcontractors who may have access to such communications to maintain privileged material as strictly confidential and otherwise protect Kraft privileges. Communications to and from any lawyer employed or retained on behalf of Kraft shall be deemed to contain privileged material unless Kraft otherwise states, and Supplier acknowledges it is aware of this.

13.6.2 **Litigation Response Plan** . If Kraft so requests, Supplier shall participate in periodic meetings to discuss implementation and updating of policies and procedures to prepare for and respond to discovery requests, subpoenas, investigatory demands, and other requirements for information

related to legal and regulatory audits and proceedings (the " **Litigation Response Plan** "). At such meetings, Supplier shall fully cooperate with Kraft in providing all information requested by Kraft or that would assist Kraft in connection with such Litigation Response Plan. Supplier shall comply with the Litigation Response Plan, to the extent capable of being performed by the Supplier Personnel then providing the Services, as it may be revised by Kraft from time to time, including preparing for and complying with requirements for the preservation and production of data in connection with legal and regulatory proceedings and government investigations.

13.6.3 Response to Preservation and Production Requirements .

13.6.3.1 If Kraft is required to, or sees a risk that it will be required to, preserve and/or produce any Materials, Kraft Data, Kraft's Proprietary Information or related Systems possessed by Supplier or under Supplier's control in the context of legal proceedings or investigations (" **Litigation Data** "), Kraft may send Supplier a notice (a " **Litigation Requirements Notice** ") describing the Litigation Data to be preserved or produced in reasonable detail. If Kraft so requests, Supplier shall promptly provide Kraft with information needed to determine with greater specificity the scope of the request.

13.6.3.2 Upon receipt of a Litigation Requirements Notice, Supplier shall (A) designate a legal information management representative who shall be responsible for managing Supplier's response and any resulting Services and (B) cooperate with Kraft to the fullest extent to preserve and/or produce the Litigation Data described in such Litigation Requirements Notice.

13.6.3.3 Without limiting the foregoing, Supplier shall immediately take all necessary measures to preserve all Litigation Data described in a Litigation Requirements Notice and unless otherwise instructed by Kraft, to deliver such Litigation Data to Kraft by the date set forth in the Litigation Requirements Notice (or within 30 days, if no date is given). If Supplier is unable to determine from the Litigation Requirements Notice what Litigation Data is to be preserved and/or produced, or is not able for technical or other reasons to take effective steps to fully preserve or produce such Litigation Data, Supplier shall immediately so notify Kraft and undertake all necessary measures to comply with the Litigation Requirements Notice to the fullest extent possible.

13.6.3.4 Supplier shall cooperate with Kraft in generating information to be presented in legal proceedings, including, as Kraft requests, (A) Charges estimates, (B) descriptions of systems, data, media and processes, (C) reports, declarations and affidavits, (D) reasons why it may be infeasible to preserve or produce certain items, and (E) other material as requested by Kraft, so long as it does not require the disclosure of Supplier Proprietary Information or internal cost information that Kraft does not have a right to obtain. Without limiting the generality of the foregoing, Supplier shall fully document all actions taken by Supplier pursuant to any Litigation Requirements Notice. Supplier shall promptly report to Kraft on its activities related to complying with the requirements described in the Litigation Requirements Notice, and shall issue periodic reports pursuant to **Section 9.2** on a schedule to be agreed to by the Parties.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

13.6.4 **Supplier Responsibility for Kraft Information** . Upon receipt by Supplier from a third party of any request, demand, notice, subpoena, order or other legal information request relating to legal proceedings or investigations relating to any Materials, Kraft Data, Kraft Proprietary Information or related Systems in Supplier's possession (" **Third Party Litigation Data** "), Supplier shall immediately notify Kraft Contract Manager (or his or her designee) and provide Kraft with a copy of all Third Party Litigation Data requested, to the extent Supplier legally may do so. Prior to responding to such legal information request, Supplier shall meet and confer with Kraft and shall cooperate with Kraft in preserving Kraft's legal rights, including but not limited to objections, reservations, limitations and privileges, relating to such legal information request. If legally permissible, Kraft at its sole discretion may demand tender of the request by Supplier and assume primary responsibility for responding, in which case (i) Supplier shall cooperate fully with Kraft in preparing the response and (ii) Kraft shall inform Supplier of all proceedings related to the response and protect Supplier's interests and legal rights. If Supplier is barred legally from notifying Kraft of the legal information request, Supplier shall take commercially reasonable steps to protect Kraft's legal rights in connection with any response.

13.6.5 **Cost of Compliance** . The Parties acknowledge that compliance with this **Section 13.6** [* * *], constitute New Services for which Supplier is entitled to additional compensation. However, in no event shall Supplier be entitled to any additional compensation for New Services under this subsection unless the Kraft Contract Manager and Supplier Account Executive, or their authorized designee, expressly agree upon such additional compensation or Supplier's entitlement to additional compensation is established through the dispute resolution process.

14. OWNERSHIP AND LICENSE OF MATERIALS

14.1 **Kraft Owned and Licensed Materials** .

14.1.1 **Ownership of Kraft Owned Materials** . Kraft shall be the sole and exclusive owner of (i) all intellectual property, Software and other Materials owned by Kraft or the Eligible Recipients, including Kraft Owned Software and other Materials owned by Kraft and the Eligible Recipients, and (ii) all enhancements and Derivative Works of such intellectual property, Software and Materials, including all United States and foreign patent, copyright and other intellectual property rights in such Materials (collectively, " **Kraft Owned Materials** "). As between Kraft and Supplier, Kraft Owned Materials shall include (i) all intellectual property, Software and Materials pertaining to Kraft products or services created by or obtained from third party sellers, distributors, purchasers or users of such products or services, and (ii) all enhancements or derivative works of such intellectual property, Software and Materials.

14.1.2 **License to Kraft Owned Materials** . As of the Commencement Date, Kraft hereby grants Supplier and, to the extent necessary for Supplier to provide the Services, to Subcontractors designated by Supplier that sign a written agreement to be bound by all of the terms contained herein applicable to such Materials (such agreement shall be agreed to by the Parties and shall include the terms specified in this Section as well as those pertaining to the ownership of such Materials and any Derivative Works developed by the Parties, the scope and term of the license, the restrictions on the use of such Materials, the obligations of confidentiality, etc.) a non-exclusive, non-transferable, royalty-free limited right and license during the Term (and thereafter to the extent necessary to perform any Termination Assistance Services requested by Kraft) to access, use, execute, reproduce, display, perform, modify and distribute the Kraft Owned Materials for the express and sole purpose of (i) providing the Services, and (ii) for such Kraft

Owned Materials provided to or developed by Supplier before the GroceryCo Start Date, providing the "Services" under the GroceryCo Agreement for GroceryCo. Supplier and its Subcontractors shall have no rights in the source code to such Kraft Owned Materials unless and to the extent approved in writing in advance by Kraft. Kraft Owned Materials shall remain the sole property of Kraft. Supplier and its Subcontractors shall not (i) use any Kraft Owned Materials for the benefit of any person or Entity other than Kraft or the Eligible Recipients, (ii) separate or uncouple any portions of the Kraft Owned Materials, in whole or in part, from any other portions thereof, or (iii) reverse assemble, reverse engineer, translate, disassemble, decompile or otherwise attempt to create or discover any source or human readable code, underlying algorithms, ideas, file formats or programming interfaces of the Kraft Owned Materials by any means whatsoever, without the prior written approval of Kraft, which may be withheld at Kraft's sole discretion. Except as otherwise requested or approved by Kraft in writing, Supplier and its Subcontractors shall cease all use of Kraft Owned Materials upon the end of the Term and the completion of any Termination Assistance Services and shall certify such cessation to Kraft in a notice signed by an officer of Supplier and each applicable Subcontractor. THE KRAFT OWNED MATERIALS ARE PROVIDED BY KRAFT TO SUPPLIER AND ITS SUBCONTRACTORS ON AN AS-IS, WHERE-IS BASIS, EXCEPT FOR KRAFT'S INFRINGEMENT INDEMNITY IN **SECTION 17.2.5** . KRAFT EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO SUCH KRAFT OWNED MATERIALS, OR THE CONDITION OR SUITABILITY OF SUCH MATERIALS FOR USE BY SUPPLIER OR ITS SUBCONTRACTORS TO PROVIDE THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14.1.3 **License to Kraft Licensed Third Party Materials** . Subject to Supplier having obtained any Required Consents, Kraft hereby grants to Supplier, for the sole purpose of performing the Services and solely to the extent of Kraft's underlying rights, the same rights of access and use as Kraft possesses under the applicable software licenses with respect to Kraft licensed Third Party Materials. Kraft also shall grant such rights to Subcontractors designated by Supplier if and to the extent necessary for Supplier to provide the Services; provided that, Supplier shall pay all fees, costs and expenses associated with the granting of such rights to such Subcontractors. Supplier and its Subcontractors shall comply with the duties, including use restrictions and those of nondisclosure, imposed on Kraft by such licenses. In addition, each Subcontractor shall sign a written agreement to be bound by all of the terms contained herein applicable to such Third Party Materials (such agreement shall be agreed to by the Parties and shall include the terms specified in this Section as well as those pertaining to the ownership of such Third Party Materials and any derivative materials developed by the Parties, the scope and term of the license, the restrictions on the use of such Third Party Materials, the obligations of confidentiality, etc.). Except as otherwise requested or approved by Kraft (or the relevant licensor), Supplier and its Subcontractors shall cease all use of such Third Party Materials upon the end of the Term and the completion of any Termination Assistance Services. THE KRAFT LICENSED THIRD PARTY MATERIALS ARE PROVIDED BY KRAFT TO SUPPLIER AND ITS SUBCONTRACTORS ON AN AS-IS, WHERE-IS BASIS, EXCEPT FOR KRAFT'S INFRINGEMENT INDEMNITY IN **SECTION 17.2.5** . KRAFT EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO SUCH KRAFT LICENSED THIRD PARTY MATERIALS, OR THE CONDITION OR SUITABILITY OF SUCH MATERIALS FOR USE BY SUPPLIER OR ITS SUBCONTRACTORS TO PROVIDE THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14.2 Developed Materials .

14.2.1 Ownership by [* * *]. Unless the Parties agree otherwise, all Developed Materials created by Supplier in connection with the Services provided by Supplier under this Agreement shall be [* * *] and considered to be [* * *] (as that term is used in Section [* * *] of the United States Copyright Act, 17 U.S.C. § [* * *], or in analogous provisions of other applicable Laws) and owned by [* * *]. If any such Developed Materials may not be considered a [* * *] under applicable Law, [* * *] hereby irrevocably assigns, and shall assign, to [* * *] without further consideration, all of [* * *] right, title and interest in and to such Developed Materials, including United States and foreign patent, copyright and other intellectual property rights. [* * *] acknowledges that [* * *] and the successors and assigns of [* * *] shall have the right to obtain and hold in their own name any patent, copyright and other intellectual property rights in and to such Developed Materials. [* * *] agrees to execute any documents and take any other actions reasonably requested by [* * *] to effectuate the purposes of this **Section 14.2.1** . [* * *] hereby grants [* * *] certain license and other rights with respect to such Developed Materials and associated intellectual property rights, as described in **Sections 14.1.2** . [* * *] may, in its sole discretion and upon such terms and at such financial arrangement as [* * *] and [* * *] may agree, grant [* * *] a written license to use such Developed Materials for other purposes and to sublicense such Developed Materials.

14.2.2 Source Code and Documentation . At Kraft's request, Supplier shall, promptly as it is developed by Supplier, provide Kraft with the source code and object code and documentation for all Developed Materials used by Supplier. To the extent Kraft has not requested that Supplier provide such code to Kraft, Supplier shall maintain such code in a location and in a form that is readily accessible by Kraft upon its request. In each case, such source code shall be sufficient to allow a reasonably knowledgeable and experienced programmer to maintain and support such Developed Materials; and the user documentation for such Developed Materials shall accurately describe in terms understandable by a typical end user the functions and features of such Developed Materials and the procedures for exercising such functions and features.

14.2.3 Supplier Owned Developed Materials . Notwithstanding **Section 14.2.1** , Derivative Works of Supplier Owned Materials created by Supplier in the course of providing Services under this Agreement shall be owned by Supplier (provided, however, if such Derivative Work is a deliverable specifically requested and paid for by Kraft under a Project work order, unless otherwise agreed to by the Parties, it shall be treated as a work made for hire under **Section 14.2.1** and any associated copyright in such deliverable assigned to and owned by Kraft). Supplier hereby grants to Kraft a worldwide, perpetual, irrevocable, non-exclusive, fully paid-up license, with the right to grant sublicenses, to use, execute, reproduce, display, perform, modify, enhance, distribute and create Derivative Works of such Developed Materials for the benefit and use of Kraft and the Eligible Recipients.

14.2.4 Third Party Materials . The ownership of Derivative Works of Third Party Materials created by Supplier in connection with the Services shall, as between Supplier and Kraft, be considered owned by the Party that is the licensee of such Third Party Materials. For purposes of the foregoing, Supplier shall be deemed the licensee of Third Party Materials licensed by its Subcontractors or Affiliates and Kraft shall be deemed the licensee of Third Party Materials licensed by any Eligible Recipients. Each Party acknowledges and agrees that its ownership of such Derivative Works may be subject to or limited by the terms of the underlying agreement with the owner of the underlying Third Party Materials; provided, that if a Derivative Work is to

be made of Third Party Materials provided by Supplier, Supplier shall notify Kraft in advance if the terms of any such agreement will preclude or limit Kraft's use of such Derivative Work and shall obtain Kraft's written consent prior to proceeding with such Derivative Work.

14.2.5 **Disclosure by Supplier of Developed Materials** . Supplier shall promptly disclose in writing to Kraft each Developed Material that is developed in connection with the Services.

14.2.6 **Agreement Regarding Inventions and Patents** . With respect to patented inventions arising out of Developed Materials, but not including inventions by Transitioned Employees while working on the Kraft account during the first twelve (12) months following their relevant Employment Effective Date, and not including any inventions solely conceived and reduced to practice by or on behalf of Kraft or any Eligible Recipients, by a party other than Supplier or its subcontractors hereunder, Kraft shall not, and shall cause the Eligible Recipients and each of their respective employees to not, sue or seek injunctive relief for patent infringement against Supplier or any customer of Supplier which is (i) then currently receiving services from Supplier as evidenced by Supplier's business records, or (ii) using software or systems developed and delivered by Supplier, which in the case of either clauses (i) or (ii) above, that are alleged to be infringing of such rights, where the allegedly infringing inventions or services are independently developed by Supplier employees not primarily dedicated to the Kraft account or having access to confidential information related to the subject matter of the patent. The foregoing covenant shall not extend to any copyrights or other intellectual property rights of Kraft or the Eligible Recipients.

14.3 **Supplier Owned and Licensed Materials** .

14.3.1 **Ownership of Supplier Owned Materials** . Supplier shall be the sole and exclusive owner of the (i) intellectual property, Software and Materials lawfully owned by it, (ii) intellectual property, Software and Materials acquired by Supplier (including any such Materials purchased from Kraft pursuant to this Agreement) other than acquisitions for Kraft or an Eligible Recipient in connection with the performance of the Services, (iii) Derivative Works of Supplier owned intellectual property, Software and Materials created by or for Supplier in accordance with **Section 14.2.3** , (iv) Materials developed by or on behalf of Supplier other than in the course of the performance of its obligations under this Agreement or in connection with the use of any Kraft Data or Kraft Owned Materials, including all United States and foreign patent, copyright and other intellectual property rights in such Materials described in clauses (i) through (iv) of this paragraph (" **Supplier Owned Materials** ").

14.3.2 **License to Supplier Owned Materials** . Effective upon the first use by the Supplier of any Supplier Owned Materials to provide the Services, Supplier hereby grants to Kraft and the Eligible Recipients, at no additional charge, a world-wide, non-exclusive, royalty-free right and license during the Term and any Termination Assistance Services period to (i) access, use, execute, reproduce, display, distribute (among themselves and, where appropriate for Kraft and the Eligible recipients to receive the benefit of this Section, to Kraft Third Party Contractors) and perform, such Supplier Owned Materials (including all modifications, replacements, Upgrades, enhancements, methodologies, tools, documentation, materials and media related thereto), and (ii) modify, enhance and create Derivative Works of such Supplier Owned Materials, provided that Kraft will notify Supplier of any such modifications, enhancements or creation of Derivative Works and obtain Supplier's approval through the Change Control Procedures if Kraft's modifications, enhancements or the creation of Derivative Works would impair Supplier's ongoing use of such Material to perform the Services. In addition, [* * *], Supplier hereby

grants to Kraft Third Party Contractor(s) a non-exclusive, royalty-free right and license during the Term and any Termination Assistance Services period, for the benefit of Kraft and the Eligible Recipients, to (x) access use, execute, reproduce, display, perform, and distribute (to Kraft and the Eligible Recipients and, where appropriate for Kraft and the Eligible recipients to receive the benefit of this Section, to Kraft Third Party Contractors) and (y) modify, enhance and create Derivative Works of such Supplier Owned Materials and Software (including all modifications, replacements, Upgrades, enhancements, methodologies, tools, documentation, materials and media related thereto), provided that Kraft will notify Supplier of any such modifications, enhancements or creation of Derivative Works and obtain Supplier's approval through the Change Control Procedures if any Kraft Third Party Contractor's modifications, enhancements or Derivative Works would impair Supplier's ongoing use of such Material to perform the Services. Supplier Owned Materials shall remain the property of Supplier. Kraft, the Eligible Recipients and Kraft Third Party Contractors may only exercise the rights granted to the Supplier Owned Materials pursuant to this **Section 14.3.2** in order to (A) receive the full benefit of the Services provided by Supplier, and (B) perform or have performed services that entail the same or similar types of use for which Supplier used or uses such Material in connection with the provision of the Services. The rights and obligations of Kraft, the Eligible Recipients and Kraft Third Party Contractors with respect to such Supplier Owned Materials following the expiration or termination of the Agreement or termination of any Service are set forth in **Section 14.6** .

14.3.3 **Embedded Materials.** To the extent that Supplier Owned Materials are embedded in any Developed Materials owned by Kraft pursuant to **Section 14.2.1** , Supplier shall not be deemed to have assigned its intellectual property rights in such Supplier Owned Materials to Kraft, but Supplier hereby grants to Kraft a worldwide, perpetual, irrevocable, non-exclusive, fully paid-up license, with the right to grant sublicenses, to use, execute, reproduce, display, perform, modify, enhance, distribute and create Derivative Works of such Supplier Owned Materials (including all modifications, replacements, Upgrades, enhancements, methodologies, tools, documentation, materials and media related thereto) solely for the benefit and use of Kraft, Kraft Affiliates and the Eligible Recipients for so long as such Supplier Owned Materials remain embedded in such Developed Materials and are not separately commercially exploited. Following the expiration or termination of the Term and the termination of the Service(s) for which such Materials were used, Supplier shall, at Kraft's request, provide Upgrades, maintenance, support and other services for such embedded Supplier Owned Materials in accordance with **Section 14.6.2 or 14.6.3** , as applicable.

14.3.4 **Source Code Escrow** . At Kraft's request and expense with respect to the escrow agent charges, Supplier shall deposit in escrow with an escrow agent selected by Kraft the source code and related documentation for Supplier Owned Software, other than commercial off-the-shelf (" **COTS** ") Software, for which Kraft has post-termination rights pursuant to this Agreement and, to the extent available to Supplier, the source code for any Third Party Software used by Supplier to perform the Services for which Kraft has post-termination rights pursuant to this Agreement. The escrow shall be governed by and subject to the terms and conditions appearing in the Escrow Agreement attached hereto as **Exhibit 5** , as such terms and conditions may be modified by agreement of the Parties and the escrow agent. Unless approved by Kraft, Supplier shall not use any non-commercially available Third Party Software for which Kraft has post-termination rights pursuant to this Agreement for the performance of the Services without obtaining the right to the source code for such software, whether by escrow or otherwise.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

14.3.5 **License to Supplier Licensed Third Party Materials** . Effective upon the first use by Supplier of any Third Party Materials to provide the Services and subject to Supplier having obtained any Required Consents, Supplier hereby grants to Kraft and the Eligible Recipients, and, solely for the benefit of Kraft and the Eligible Recipients, to the Kraft Third Party Contractors, at no additional charge, a non-exclusive, royalty-free right and license to access and/or use the Third Party Materials as to which Supplier holds the license or for which Supplier is financially responsible under this Agreement (including all modifications, substitutions, Upgrades, enhancements, methodologies, tools, documentation, materials and media related thereto), during the Term and any Termination Assistance Services period Kraft, the Eligible Recipients and Kraft Third Party Contractors may only exercise the rights granted to the Third Party Materials pursuant to this **Section 14.3.5** in order to (A) receive the full benefit of the Services provided by Supplier, and (B) perform or have performed services that entail the same or similar types of use for which Supplier used or uses such Material in connection with the provision of the Services. The rights and obligations of Kraft, the Eligible Recipients and Kraft Third Party Contractors with respect to such Supplier licensed Third Party Materials following the expiration or termination of the Agreement or termination of any Service are set forth in **Section 14.6** .

14.4 **Other Materials** .

This Agreement shall not confer upon either Party intellectual property rights in Materials of the other Party (to the extent not covered by this **Article 14**) unless otherwise so provided elsewhere in this Agreement.

14.5 **General Rights** .

14.5.1 **Copyright Legends** . Each Party agrees to reproduce copyright legends which appear on any portion of the Materials which may be owned by the other Party or third parties.

14.5.2 **Residuals** . Nothing in this Agreement (including **Article 9**) shall restrict any employee or representative of a Party from using general ideas, concepts, practices, learning or know-how relating to the processing of information technology that are retained in the unaided memory of such employee or representative after performing the obligations of such Party under this Agreement, except to the extent that such use infringes upon any patent, copyright or other intellectual property right of a Party or its Affiliates (or, in the case of Supplier, any Eligible Recipient); provided, however, that this **Section 14.5.2** shall not (i) be deemed to limit either Party's obligations under this Agreement with respect to the disclosure or use of Proprietary Information, or (ii) operate or be construed as permitting an employee or representative of Supplier to disclose, publish, disseminate or use (a) the source of any Proprietary Information of Kraft or an Eligible Recipient, (b) any financial, statistical or personnel information of Kraft or an Eligible Recipient, or (c) the business plans of Kraft or the Eligible Recipients. An individual's memory is unaided if the individual has not intentionally memorized the other Party's Proprietary Information for the purpose of retaining and subsequently using or disclosing it and does not identify the information as the other Party's Proprietary Information upon recollection. For avoidance of doubt, the foregoing would not permit Supplier Personnel to use Proprietary Information of Kraft or an Eligible Recipient for any purpose other than the provision of Services under this Agreement.

14.5.3 **No Implied Licenses** . Except as expressly specified in this Agreement, nothing in this Agreement shall be deemed to grant to one Party, by implication, estoppels or otherwise, license rights, ownership rights or any other intellectual property rights in any Materials owned by the other Party or any Affiliate of the other Party (or, in the case of Supplier, any Eligible Recipient).

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

14.5.4 **Incorporated Materials** . Should either Party incorporate into Developed Materials any intellectual property subject to third party patent, copyright or license rights, any ownership or license rights granted herein with respect to such Materials shall be limited by and subject to any such patents, copyrights or license rights; provided that, prior to incorporating any such intellectual property in any Materials, the Party incorporating such intellectual property in the Materials has disclosed this fact and obtained the prior approval of the other Party, and provided further that, each Party's obligation to disclose patented subject matter of a third party is based on such Party's knowledge after exercising reasonable due diligence (not including patent searches unless the information available would reasonably lead such Party to believe that a patent search is required).

14.6 Kraft Rights Upon Expiration or Termination of Agreement.

The provisions of this **Section 14.6** with respect to any Supplement shall apply to the Materials pertaining to the Supplement. As part of the Termination Assistance Services, Supplier shall provide the following to Kraft, Kraft Affiliates and the Eligible Recipients with respect to Materials and Software:

14.6.1 **Kraft Owned Materials and Developed Materials.** With respect to Kraft Owned Materials and Developed Materials, Supplier shall, at no cost to Kraft:

14.6.1.1 deliver to Kraft all Kraft Owned Materials and Developed Materials and, all copies thereof in the format and medium in use by Supplier in connection with the Services as of the date of such expiration or termination, provided that Supplier may retain a copy of the Developed Materials to which Supplier has ongoing rights under this Agreement; and

14.6.1.2 following confirmation by Kraft that the copies of the Kraft Owned Materials and Developed Materials delivered by Supplier are acceptable and the completion by Supplier of any Termination Assistance Services for which such Materials are required, destroy or securely erase all other copies of such Materials then in Supplier's possession and cease using such Materials and any information contained therein for any purpose, provided that Supplier may retain a copy of the Developed Materials to which Supplier has ongoing rights under this Agreement.

14.6.2 **Supplier Owned Materials.**

14.6.2.1 **Non-Commercially Available Supplier Materials** . With respect to those Materials, other than any Excluded Materials and Materials and that are commercial off-the-shelf products available from Supplier, owned by Supplier or Supplier Affiliates or (subject to **Section 6.4.3**) Subcontractors (other than Commodity Equipment and Transport Providers, product vendor specialists who Supplier engages on a temporary basis to address urgent problems, and Third Party Contractors under Third Party Contracts assumed by Supplier to the extent such contracts do not comply with this requirement as of the Effective Date) and used by them during the 12-month period immediately preceding the expiration or termination of the Term to provide the Services (and any modifications,

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

substitutions, Upgrades, enhancements, methodologies, tools, documentation, materials and media related thereto), Supplier hereby grants to Kraft and the Eligible Recipients (or, at Kraft's election, to their designee(s)) a worldwide, perpetual, non-exclusive, non-transferable, irrevocable, fully paid-up license to use, execute, reproduce, display, perform, and distribute (among themselves and, where appropriate for Kraft and the Eligible Recipients to receive the benefit of this Section, to Kraft Third Party Contractors), and modify, enhance and create Derivative Works and to permit a third party to use, execute, reproduce, display, perform, and distribute (to Kraft and such Eligible Recipients, and, where appropriate for Kraft and the Eligible Recipients to receive the benefit of this Section, to Kraft Third Party Contractors) such Supplier Owned Materials for the benefit or use of Kraft, Kraft Affiliates and the Eligible Recipients upon the expiration or termination of the Term, but only with respect to replacement services that are the same or similar to the Services for which such Supplier Owned Materials and Derivative Works were used (without the obligation by Supplier to maintain, support, upgrade or provide other services with respect thereto except as provided in **Section 14.6.2.4** below).

14.6.2.2 **Commercially Available Supplier Materials** . With respect to Materials owned by Supplier or Supplier Affiliates which are commercial off-the-shelf products and used by them to provide the Services and used by them during the 12-month period immediately preceding the expiration or termination of the Term to provide the Services (and any modifications, substitutions, Upgrades, enhancements, methodologies, tools, documentation, materials and media related thereto), Supplier hereby grants to the Eligible Recipients (or, at Kraft's election, to their designee(s)) for use by Kraft upon termination or expiration of this Agreement, a license subject to the provision below concerning on-going license and maintenance charges, under the then-current standard license terms made generally available by Supplier to its other commercial customers, including any restrictions or prohibitions for such Materials (provided that any such license shall in any event comply with the terms of the then existing agreement between Kraft and Supplier covering Supplier commercially available materials). Supplier will waive any one-time license fee for such Materials (but not ongoing, monthly, variable, or periodic charges) that are generally applicable to other commercial customers for the period after expiration or termination (and, at Kraft's election, to Third Party Contractor(s) that sign a written agreement with Kraft to be bound by terms at least as protective as the terms contained herein applicable to such Materials). If commercial available software is offered on a one-time license fee basis, Kraft will not be subject to the one-time fee but would be responsible for upgrades and ongoing maintenance fees.

14.6.2.3 Supplier shall deliver to Kraft and the Eligible Recipients (or, at Kraft's election, to their designee(s)) (A) a copy of such Supplier Owned Materials and related documentation, (B) the source code and object code for Supplier Owned Materials that are not commercial off-the-shelf products, and (C) the source code and object code for Supplier Owned Materials that are commercial off-the-shelf products (i) to the extent providing such code is a part of Supplier's regular commercial practices, or (ii) if Supplier ceases or has ceased to offer or provide upgrades, maintenance, support and other services for such Materials as provided

in **Section 14.6.2.4** , but only with respect to replacement services that are the same or similar to the Services for which such Supplier Owned Materials and Derivative Works were used (without the obligation to maintain, support, upgrade or provide other services with respect thereto except as reflected in **Section 14.6.2.4** below; and

14.6.2.4 Supplier shall offer to provide to Kraft and the Eligible Recipients (or, at Kraft's election, to their designee(s)), Upgrades, maintenance, support and other services for Supplier Owned Materials commercial off-the-shelf Materials, and any other Materials provided by Supplier on Supplier's then-current standard terms and conditions for such services.

14.6.2.5 Unless Kraft has otherwise agreed in advance, Kraft and the Eligible Recipients (and, to the extent applicable, Kraft's designee(s)) shall not be obligated to pay any license or transfer fees in connection with its receipt of the licenses and other rights to Supplier Owned Materials above. Supplier shall not use any Supplier Owned Materials for which it is unable to offer such license or other rights without Kraft's prior written approval (and absent such approval, Supplier's use of any such Supplier Owned Materials shall obligate Supplier to provide, at no additional cost, such license and other rights to Kraft, Kraft Affiliates, the Eligible Recipients and Kraft's designees).

14.6.3 Third Party Materials.

14.6.3.1 Subject to any exceptions to which Kraft has consented pursuant to **Section 6.4.3** , with respect to Third Party Materials (other than Excluded Materials) licensed by Supplier or Supplier Affiliates or Subcontractors (other than product vendor specialists who Supplier engages on a temporary basis to address urgent problems, Third Party Contractors under Kraft assigned contracts to the extent such contracts do not comply with this requirement as of the Effective Date, and vendors of Supplier Overhead Materials) and used by them to provide the Services, Supplier hereby grants to Kraft and the Eligible Recipients (or, at Kraft's election, to their designee(s)) a sublicense (with the right to grant sublicenses) offering the same rights and warranties with respect to such Third Party Materials available to Supplier (or Supplier Affiliates or Subcontractors), on the same terms and conditions, for the benefit and use of Kraft, Kraft Affiliates and the Eligible Recipients upon the expiration or termination of the Term with respect to services that are the same or similar to the Services for which such Third Party Materials were used; provided that, during the Termination Assistance Services period, Supplier may, with Kraft's approval, substitute one of the following for such sublicense:

14.6.3.1.1 the assignment to Kraft and the Eligible Recipients (or, at Kraft's election, to their designee(s)) of the underlying license for such Third Party Materials;

14.6.3.1.2 the procurement for Kraft and the Eligible Recipients (or, at Kraft's election, to their designee(s)) of a new license (with terms at least as favorable as those in the license held by Supplier or its Affiliates or Subcontractors and with the right to grant sublicenses) to such Third Party Materials for the benefit or use of Kraft, Kraft Affiliates and the Eligible Recipients; or

14.6.3.1.3 the procurement for Kraft and the Eligible Recipients (or, at Kraft's election, to their designee(s)) of a substitute license for Third Party Materials sufficient to perform, without additional cost, support or resources and at the levels of performance and efficiency required by this Agreement, the functions of the Third Party Materials necessary to enable Kraft or its designee to provide the Services after the expiration or termination of the Term.

14.6.3.2 In addition, Supplier shall deliver to Kraft and the Eligible Recipients (or, at Kraft's election, to their designee(s)) a copy of such Third Party Materials (including source code, to the extent it has been available to Supplier) and related documentation, and shall cause (or in the case of commercially available Materials, use commercially reasonable efforts to cause) maintenance, support and other services to continue to be available to Kraft and the Eligible Recipients (or, at Kraft's election, to their designee(s)) to the extent it has been available to Supplier), provided that Kraft or its designee shall be responsible for the cost of such Services after termination. Unless Kraft has otherwise agreed in advance in accordance with **Section 6.4.3** , Kraft and the Eligible Recipients shall not be obligated to pay any license or transfer fees in connection with its receipt of the licenses, sublicenses and other rights specified in this **Section 14.6.3** . Supplier shall not use any Third Party Materials for which it is unable to offer such license, sublicense or other rights without Kraft's prior approval (and absent such approval, Supplier's use of any such Third Party Materials shall obligate Supplier to provide, at no additional cost, such licenses, sublicenses and other rights). Kraft, however, shall be obligated to make monthly or annual payments attributable to periods after the expiration or termination of the Term with respect to the Services for which such Third Party Materials were used for the right to use and receive maintenance or support related thereto, but only to the extent Supplier would have been obligated to make such payments if it had continued to hold the licenses in question or Kraft has agreed in advance to make such payments.

14.6.3.3 To the extent Kraft has agreed in advance to pay any fees in connection with its receipt of such licenses, sublicenses or other rights, Supplier shall, at Kraft's request, identify the licensing and sublicensing options available to Kraft and the Eligible Recipients and the license or transfer fees associated with each. Supplier shall use commercially reasonable efforts to obtain the most favorable options and the lowest possible transfer, license, relicense, assignment or termination fees for Third Party Materials. Supplier shall not commit Kraft or the Eligible Recipients to pay any such fees or expenses without Kraft's prior written approval. If the licensor offers more than one form of license, Kraft (not Supplier) shall select the form of license to be received by Kraft, the Eligible Recipients or their designee(s).

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

14.6.4 **Excluded Materials.** To the extent that Excluded Materials are designated as such in an applicable Supplement, such Excluded Materials shall not be incorporated in any Work Product or Developed Material provided to Kraft without obtaining Kraft's prior written approval.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS

15.1 Work Standards.

Supplier warrants that the Services shall be executed in a workmanlike manner, in accordance with the best practices of the information technology outsourcing industry and the Service Levels, Supplier covenants that (i) the Services shall be rendered with promptness, due care, skill and diligence; (ii) Supplier shall use adequate numbers of qualified individuals with suitable training, education, experience, know-how, competence and skill to perform the Services; (iii) Supplier shall provide such individuals with training as to new products and services prior to the implementation of such products and services in the Kraft/Eligible Recipients environment; and (iv) Supplier shall have the resources, capacity, expertise and ability in terms of Equipment, Software, know-how and personnel to provide the Services. In all cases where Supplier has committed to a specific Service Level in the applicable Supplement and there is a conflict between that Service Level and a service level obligation under this **Section 15.1** , the specific Service Level will apply.

15.2 Maintenance.

15.2.1 **Supplier Responsibility.** Unless otherwise agreed and to the extent Supplier has operational responsibility under this Agreement, Supplier shall maintain the Equipment and Software so that they operate substantially in accordance with the Service Levels and their Specifications, including (i) maintaining Equipment in good operating condition, subject to normal wear and tear, (ii) undertaking repairs and preventive maintenance on Equipment in accordance with the applicable Equipment manufacturer's recommendations and requirements, and (iii) performing Software maintenance in accordance with the applicable Software supplier's documentation, recommendations and requirements.

15.2.2 **Out of Support Third Party Equipment and Software** . For Third Party Equipment and Software no longer supported by the licensor or manufacturer for which Supplier has operational responsibility under this Agreement, Supplier shall use commercially reasonable efforts to perform maintenance for such Equipment or Software as required to meet its obligations under this Agreement.

15.2.3 **Refresh** . To the extent Supplier has financial responsibility under this Agreement for Equipment or Software, Supplier shall, subject to **Section 9.7** or as otherwise agreed by the Parties, Upgrade or replace such Equipment or Software in accordance with the applicable Supplement or as otherwise required to enable Supplier to meet its obligations under this Agreement, at no additional cost to Kraft. Supplier shall also comply with the Technology and Business Plan, so long as such compliance does not require Supplier to refresh Equipment at a rate that is faster than the rate specified in the applicable Supplement for such Equipment.

15.3 Efficiency and Cost Effectiveness .

Supplier covenants that it shall use commercially reasonable efforts to provide the Services in the most cost-effective manner consistent with the required level of quality and performance. Without limiting the generality of the foregoing, such actions shall include:

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

15.3.1 **Timing of Actions** . Making adjustments in the timing of actions (consistent with Kraft priorities and schedules for the Services and Supplier's obligation to meet the Service Levels).

15.3.2 **Timing of Functions** . Delaying or accelerating, as appropriate, the performance of non-critical functions within limits acceptable to Kraft.

15.3.3 **Systems Optimization** . Tuning or optimizing the Systems (including memory) and/or Applications Software for which Supplier has operational responsibility under this Agreement, in order to optimize performance and minimize costs.

15.3.4 **Usage Scheduling** . Controlling its use of the System and/or the Kraft data network by scheduling usage, where possible, to low utilization periods.

15.3.5 **Alternative Technologies** . Subject to **Section 9.5** , using alternative technologies to perform the Services.

15.3.6 **Efficiency** . Efficiently using resources for which Kraft is charged hereunder, consistent with industry norms, and compiling data concerning such efficient use in segregated and auditable form whenever possible.

15.4 **Software** .

15.4.1 **Ownership and Use** . Subject to Supplier's obligation to obtain Required Consents pursuant to **Article 5 ,** and except with respect to Software made available by Kraft hereunder, Supplier represents, warrants and covenants that it is either the owner of, or authorized to use, any and all Software provided and used by Supplier in providing the Services. As to any such Software that Supplier does not own but is authorized to use, Supplier shall advise Kraft as to the ownership and extent of Supplier's rights with regard to such Software to the extent any limitation in such rights would impair Supplier's performance of its obligations under this Agreement.

15.4.2 **Performance** . Supplier represents, warrants and covenants that any Supplier Owned Software will perform in conformance with its Specifications and will provide the functions and features and operate in the manner described therein.

15.4.3 **Developed Materials Compliance** .

15.4.3.1 Supplier warrants and covenants that Developed Materials shall be free from material errors in operation and performance, shall Comply with the applicable documentation and Specifications in all material respects and shall provide the functions and features and operate in the manner described in the applicable Supplement or **Schedule 8** or as otherwise agreed by the Parties, for the applicable period after Acceptance as follows:

15.4.3.1.1 Six months for Developed Materials that execute on a daily, weekly or monthly cycle,

15.4.3.1.2 Twelve months for Developed Materials that execute on a quarterly cycle, and

15.4.3.1.3 Two years for Developed Materials that execute on an annual cycle.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

15.4.3.2 During such warranty period with respect to any Developed Materials developed by Supplier, Supplier shall correct any failure of such Developed Material to Comply at no additional Charge to Kraft and shall use commercially reasonable efforts to do so as expeditiously as possible; provided that in the case of Developed Materials produced by Supplier on a time-and-materials or cost-plus basis, Supplier's obligation to perform such correction at no additional charge shall be limited to 10% (measured by Charges) of Supplier's original development effort for producing those materials. The foregoing warranty period will not extend to any failure to Comply attributable to (i) a change or modification to the applicable Developed Material by Kraft or its Third Party Contractors not contemplated by this Agreement or recommended, performed or approved by Supplier or (ii) Kraft operating the applicable Developed Material other than (x) in accordance with the applicable documentation and Specifications, (y) for the purposes contemplated in this Agreement or (z) on types of hardware contemplated by this Agreement or recommended, supplied or approved by Supplier. In the event that Supplier fails or is unable to repair or replace such nonconforming Developed Material, Kraft shall, in addition to any and all other remedies available to it hereunder, be entitled to obtain from Supplier a copy of the source code and/or object code to such Developed Material.

15.4.4 **Nonconformity of Supplier Owned Software** . In addition to the foregoing, in the event that the Supplier Owned Software (excluding Supplier Owned Developed Materials which are addressed in **Section 15.4.3**) does not conform to the Specifications and criteria set forth in this Agreement or the applicable Supplement, and/or materially adversely affects the Services provided hereunder, Supplier shall expeditiously repair such Software or replace such Software with conforming Software.

15.4.5 **Out of Support Third Party Software** . To the extent Third Party Software for which Supplier has operational responsibility under **Schedule 11.1** , **12.1** or **12.3** or the applicable Supplement is no longer supported by the applicable licensor or manufacturer, Supplier shall use commercially reasonable efforts to perform maintenance for such Software as required.

15.5 **Non-Infringement** .

15.5.1 **Performance of Responsibilities** . Except as otherwise provided in this Agreement, each Party covenants that it shall perform its responsibilities under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party; provided, however, that the performing Party shall not have any obligation or liability to the extent any infringement or misappropriation is caused by (i) modifications made by the other Party or its contractors or subcontractors, without the knowledge or approval of the performing Party, (ii) the other Party's combination of the performing Party's work product or Materials with items not furnished, specified or reasonably anticipated by the performing Party or contemplated by this Agreement, (iii) a breach of this Agreement by the other Party, (iv) the failure of the other Party to use corrections or modifications provided by the performing Party offering equivalent features and functionality, or (v) Third Party Software, except to the extent that such infringement or misappropriation arises from the failure of the performing Party to obtain the necessary licenses or Required Consents or to abide by the limitations of the applicable Third Party Software licenses. Each Party further

covenants that it will not use or create materials in connection with the Services which are libelous, defamatory or obscene. The foregoing non-infringement covenant will not cover any claims of infringement arising out of, under or in connection with the provision of any call center services for Kraft's customers or automated attendant services for such customer call centers involving computer telephony integration. As of the Effective Date, the Services do not include the provision of any such customer call center or automated attendant services.

15.5.2 **Third Party Software Indemnification** . In addition, with respect to Third Party Software provided by Supplier pursuant to this Agreement, Supplier covenants that it shall obtain and provide intellectual property indemnification for Kraft and the Eligible Recipients (or obtain intellectual property indemnification for itself and enforce such indemnification on behalf of Kraft and the Eligible Recipients) from the suppliers of such Software. Unless otherwise approved in advance by Kraft, such indemnification shall be comparable to the intellectual property indemnification provided by Supplier to Kraft and the Eligible Recipients under this Agreement.

15.6 **Authorization** .

Each Party represents, warrants and covenants to the other that:

15.6.1 **Corporate Existence** . It is a corporation duly incorporated, validly existing and in good standing under the Laws of its State of incorporation;

15.6.2 **Corporate Power and Authority** . It has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

15.6.3 **Legal Authority** . It has obtained all licenses, authorizations, approvals, consents or permits required to perform its obligations under this Agreement under all applicable federal, state or local laws and under all applicable rules and regulations of all authorities having jurisdiction over the Services, except to the extent the failure to obtain any such license, authorizations, approvals, consents or permits is, in the aggregate, immaterial;

15.6.4 **Due Authorization** . The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party; and

15.6.5 **No Violation or Conflict** . The execution, delivery, and performance of this Agreement shall not constitute a violation of any judgment, order, or decree; a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default.

15.7 **Inducements; Kraft Code of Business Conduct and Ethics** .

15.7.1 **Inducements** . Supplier represents, warrants and covenants that it has not given and will not give commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value to any employee or agent of Kraft in connection with this Agreement. Supplier also represents, warrants and covenants that, to the best of its knowledge, no officer, director, employee, agent or representative of Supplier has given any such payments, gifts, entertainment or other thing of value to any employee or agent of Kraft. Supplier also acknowledges that the giving of any such payments, gifts, entertainment or other thing of value is strictly in violation of Kraft policy on conflicts of interest, and may result in the cancellation of this Agreement and other existing and future contracts between the Parties.

15.7.2 **Kraft Code of Conduct** . Supplier covenants that, in the performance of the Services and its other contractual obligations hereunder, it shall comply with the Kraft Foods Code of Conduct for Compliance and Integrity, as set forth in **Schedule 17.3** , and as such Code may be reasonably modified from time to time to the extent Supplier has been given notice of it (which notice may be by electronic communications including notices of information contained on a website).

15.8 **Malicious Code** .

Each Party shall cooperate with the other Party and shall take commercially reasonable actions and precautions consistent with the applicable Supplement to prevent the introduction and proliferation of Malicious Code into Kraft's or an Eligible Recipient's environment or any System used by Supplier to provide the Services. Without limiting Supplier's other obligations under this Agreement, in the event Malicious Code is found in Equipment, Software or Systems managed or supported by Supplier or used by Supplier to provide the Services, Supplier shall eliminate or quarantine the Malicious Code and reduce the effects of such Malicious Code and, if the Malicious Code causes a loss of operational efficiency or loss of data, to mitigate such losses and restore such data with generally accepted data restoration techniques. If the Malicious Code was introduced notwithstanding Supplier's and its Subcontractors' compliance with the obligations of this **Section 15.8** , then if eliminating and reducing the effects of the Malicious Code and the restoration of data requires adding substantial additional Supplier resources or third party contractors (beyond the Subcontractor personnel then assigned to perform Services for Kraft), Kraft may elect to either (i) reprioritize the Services, in which event Supplier will perform the remediation at no additional charge, or (ii) authorize Supplier to perform the remediation as a Project.

15.9 **Disabling Code** .

Supplier covenants that, without the prior written consent of Kraft, Supplier shall not, and shall not permit its Subcontractors (which shall not include Software providers who are not performing any Services) to intentionally insert into the Software any code, or invoke any code that has already been inserted, with the purpose of disabling or otherwise shutting down all or any portion of the Software, Equipment and/or Systems. Supplier also covenants that it shall use only Third Party Software (i) without disabling code or (ii) with respect to which the Third Party Software licensor and any other entity controlling invocation of such disabling code has agreed to refrain from invoking such disabling code at any time without the prior approval of Kraft. For purposes of this provision, code that serves the function of ensuring software license compliance (including passwords) shall not be deemed disabling code, provided that Supplier notifies Kraft in advance of all such code of which Supplier is aware after exercise of reasonable due diligence and obtains Kraft's approval prior to installing such code in any Software, Equipment or System.

15.10 **Compliance with Laws** .

15.10.1 **Compliance by Supplier.** Subject to **Sections 15.10.4** , **15.10.5** and **15.10.6** , Supplier covenants that, with respect to the provision of the Services and the performance of any of its other legal and contractual obligations hereunder, it is and shall be in compliance in all material respects with all applicable Laws and shall remain in compliance with such Laws for the Term and any Termination Assistance Services period including identifying and procuring applicable permits, certificates, approvals and inspections required under such Laws. In addition, Supplier shall be obligated to promptly correct any other violations (i.e., even if not material) of which Supplier knew. Without limitation to the generality of the foregoing, Supplier specifically covenants as follows:

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

15.10.1.1 Supplier and its Subcontractors shall comply in all material respects with all applicable Laws regarding minimum wage, living conditions, overtime, working conditions, and the applicable labor and environmental Laws.

15.10.1.2 Supplier shall not use, and shall ensure that none of its Subcontractors use, any child labor, prison inmates, or knowingly use convicted felons or criminals, nor shall they contract with any prison system, to perform any Services.

15.10.1.3 All products supplied by Supplier pursuant to this Agreement shall conform to and satisfy the requirements of The Occupational Safety and Health Act of 1970 (or any state or local Laws passed in lieu thereof) and all standards and regulations issued thereunder.

15.10.1.4 Supplier shall be an equal opportunity employer, as described in Section 202 of Executive Order 11246, dated September 24, 1976, as amended, and as such, shall comply with the provisions of such Executive Order and its implementing regulations during the performance of this Agreement.

15.10.1.5 Supplier shall comply with the affirmative action requirements of Part 60-741.4 Title 41, Code of Federal Regulations, with respect to individuals with disabilities during the performance of this Agreement.

15.10.1.6 Supplier shall comply with the affirmative action requirements of Part 60-250.4 Title 41, Code of Federal Regulations, with respect to Disabled Veterans and Veterans of the Vietnam Era during the performance of this Agreement.

15.10.1.7 Supplier shall comply with the provisions of Executive Order 11625 and its implementing regulations with respect to the utilization of minority business enterprises during the performance of this Agreement.

15.10.2 **Compliance Data and Reports** . At no additional charge and at Kraft's request, Supplier shall provide Kraft with data and reports in Supplier's possession necessary for Kraft to comply with all Laws applicable to the Services. If a charge of non-compliance by Supplier with any such Laws occurs, Supplier shall promptly notify Kraft of such charge.

15.10.3 **Software, Equipment, Systems and Materials Compliance** . Supplier covenants that the Software, Equipment, Systems and Materials owned, provided or used by Supplier in providing the Services (other than the Acquired Assets) are in compliance in all material respects with all applicable Laws and shall remain in compliance with such Laws in all material respects for the Term and any Termination Assistance Services period. Notwithstanding the foregoing, (i) Supplier shall be obligated to promptly correct any other violations (i.e., even if not material) of which Supplier knew; and (ii) Supplier shall have a reasonable period of time, not to exceed 90 days after the date that Kraft provides any Software, Equipment, Systems or Materials to Supplier, to correct any non-compliance in the Software, Equipment, Systems or Materials supplied by Kraft for Supplier's use hereunder and during such period the covenant set forth above shall not apply to such Software, Equipment, Systems and Materials.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

15.10.4 **Notice of Laws** . Supplier shall notify Kraft of any Laws and changes in Laws applicable to (i) Supplier's performance of the Services and (ii) Supplier as a provider of outsourced information technology and other in-scope services, including those applicable to the employment of Supplier Personnel and the provision of Services from the countries in which Supplier Facilities are located (collectively, " **Supplier Laws** "). Kraft shall notify Supplier of any other Laws and any changes in such other Laws applicable to Kraft's and/or the Eligible Recipients' principal businesses to the extent applicable to Supplier's performance of the Services (other than Supplier Laws) (collectively, " **Kraft Laws** "). Supplier shall, through the Supplier Personnel, maintain general familiarity with Kraft Laws, and shall bring additional or changed requirements to Kraft's attention to the extent the changed law comes to Supplier's attention. Subject to its non-disclosure obligation under other customer contracts, Supplier also shall make commercially reasonable efforts to obtain information regarding such requirements from other outsourcing customer engagements and to communicate such information to Kraft in a timely manner. Each Party shall use commercially reasonable efforts to advise the other of Laws and changes in Laws about which such Party becomes aware in the other Party's area of responsibility, but without assuming an affirmative obligation of inquiry, except as otherwise provided herein, and without relieving the other Party of its obligations hereunder. At Kraft's request, Supplier Personnel shall participate in Kraft provided compliance training programs.

15.10.5 **Interpretation of Laws or Changes in Laws** . Kraft shall be responsible, with Supplier's cooperation and assistance, for interpreting Kraft Laws or changes in Kraft Laws and for identifying the impact of such Kraft Laws or changes in Kraft Laws on Supplier's performance and Kraft's and/or the Eligible Recipients' receipt and use of the Services. Supplier shall be responsible, with Kraft's cooperation and assistance, for interpreting Supplier Laws or changes in Supplier Laws and for identifying the impact of such Supplier Laws or changes in Supplier Laws on Supplier's performance and Kraft's and/or the Eligible Recipients' receipt and use of the Services. To the extent the impact of any Supplier Law or change in Supplier Law cannot be readily identified by Supplier, the Parties shall cooperate in interpreting such Law or change in Law and shall seek in good faith to identify and agree upon the impact on Supplier's performance and Kraft's and/or the Eligible Recipients' receipt and use of the Services. If the Parties are unable to agree upon such impact, Supplier shall adopt an interpretation based on its reasonable judgment, taking into consideration alternatives that have the least adverse affect on both Parties.

15.10.6 **Implementation of Changes in Laws** . In the event of any changes in Laws (including Kraft Laws to the extent Supplier receives notice of such Kraft Laws from Kraft or as otherwise provided in **Section 15.10.4**), Supplier shall implement any necessary modifications to the Services prior to the deadline imposed by the regulatory or governmental body having jurisdiction for such requirement or change. Except as noted in the next succeeding sentence, Supplier shall bear the costs associated with implementing changes in such Laws. If the change is a change to Kraft Laws and the effort required to implement that change meets the definition of "New Services" with the exception that for purposes of this **Section 15.10.6** the requirement of clause (ii) of such definition will be deemed satisfied if the additional level of effort required exceeds [* * *], then that effort shall be treated as a Project. [* * *] shall bear the costs associated with the ongoing compliance with such changed Laws unless such change meets the [* * *] of [* * *]. At Kraft's request, Supplier Personnel shall participate in Kraft provided regulatory compliance training programs.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

15.10.7 **Compliance by Kraft.** Kraft covenants that, with respect to its receipt and use of the Services and the performance of any of its other legal and contractual obligations hereunder, it is and shall be in compliance in all material respects with all applicable Kraft Laws and shall remain in compliance with such Kraft Laws for the Term and any Termination Assistance Services period including identifying and procuring applicable permits, certificates, approvals and inspections required under such Laws. If Supplier provides written notice to Kraft of any applicable Law where Kraft is not in compliance in all respects, Kraft agrees that it will take steps to get in compliance.

15.10.8 **Assistance to Kraft.** Subject to **Section 15.10.6** , as part of the Services and on an ongoing basis, Supplier shall assist Kraft and the Eligible Recipients as they may reasonably require in their efforts to comply with applicable Laws (including any changes to Laws) not applicable to Supplier but related to the Services.

15.10.9 **Termination.** In the event that any change in Laws results in an increase of [* * *] or more in the estimated average monthly Charges, or otherwise has a [* * *] on [* * *] ability to [* * *] the [* * *], and Kraft would not have incurred such additional cost or impact if it had not outsourced the Services in question to Supplier, then Kraft may, at its option, terminate the Agreement or the impacted Services by giving Supplier at least 90 days prior notice, designating a date upon which such termination shall be effective, and paying to Supplier the applicable Termination Charges specified in the applicable Supplement.

15.11 **Interoperability; Currency.**

15.11.1 **Interoperability** . Supplier covenants that the Software, Equipment and Systems provided by Supplier, and/or used to provide the Services, will be interoperable with the software, equipment and systems used by Kraft or the Eligible Recipients to provide the same or similar services and/or to deliver records to, receive records from, or otherwise interact with the Software, Equipment and Systems to receive the Services; provided that such interoperability requirement shall not be interpreted to require Supplier to (i) make Kraft Systems interoperable to the extent they are not interoperable as of the Commencement Date, or (ii) make any Software, Equipment or Systems that are introduced by Kraft after the Commencement Date interoperable, to the extent the non-interoperability was approved by Kraft in accordance with the Change Control Procedures.

15.11.2 **Currency** . Supplier covenants that the Software, Equipment, Systems and Services provided and/or used by Supplier will be able to receive, transmit, process, store, archive, maintain and support information in U.S. Dollars.

15.12 **Disclaimer** .

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES TO THE OTHER PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

16. INSURANCE AND RISK OF LOSS

16.1 Insurance .

16.1.1 Requirements .

16.1.1.1 Supplier agrees to keep in full force and effect and maintain at its sole cost and expense the following policies of insurance with the specified minimum limits of liability during the term of this Agreement:

16.1.1.1.1 Workers' Compensation and Employer's Liability Insurance in full compliance with the applicable Laws of the state and/or country in which the work is to be performed or the country of hire (whichever is applicable), including any applicable Laws relating to self-insurance (if applicable).

(a) The limits of liability of Workers' Compensation Insurance shall be not less than the limits required by applicable Law.

(b) The limits of liability of Employer's Liability Insurance with minimum limits of $1,000,000 per employee by accident/$1,000,000 per employee by disease/$1,000,000 policy limit by disease (or, if higher, the policy limits required by applicable Law).

16.1.1.1.2 Commercial General Liability Insurance (including coverage for Contractual Liability assumed by Supplier under this Agreement, Premises-Operations, and Completed Operations-Products) providing coverage for bodily injury, personal injury and property damage with combined single limits of not less than $5,000,000 per occurrence.

16.1.1.1.3 Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, leased, and hired vehicles providing coverage for bodily injury and property damage liability with combined single limits of not less than $5,000,000 per occurrence.

16.1.1.1.4 Professional Liability (also known as Errors and Omissions Liability) Insurance covering acts, errors and omissions arising out of Supplier's operations or Services in an amount not less than $20,000,000 per claim.

16.1.1.1.5 Comprehensive or Commercial Crime Insurance, including Employee Dishonesty and Computer Fraud Insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Supplier employees, acting alone or with others, in the amount of $5,000,000 per occurrence. Kraft, Kraft Affiliates and Eligible Recipients shall be included as Loss Payees as Their Interests May Appear with respect to this coverage. Supplier's policy will not provide any coverage to the extent such loss results from the dishonest acts of the employees of Kraft, Kraft Affiliates or Eligible Recipients.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

16.1.1.1.6 All-risk property insurance covering the replacement cost of loss or damage to Supplier owned or leased Equipment and other Supplier assets used to provide the Services.

16.1.1.2 Supplier shall be responsible for all deductibles payable with respect to claims arising under this Agreement covered by the Supplier's insurance described above.

16.1.2 **Approved Companies.** All such insurance shall be procured with reputable insurance companies and in such form as is usual and customary to Supplier's business. With the exception of any wholly owned captive, such insurance companies shall maintain a rating at least " **A-** " and be at least a Financial Size Category VIII as both criteria are defined in the most current publication of Best's Policyholder Guide.

16.1.3 **Endorsements** . Supplier's insurance policies as required herein under **Sections 16.1.1.1.2** and **16.1.1.1.3** shall include Kraft, Kraft Affiliates and Eligible Recipients and their respective officers, directors and employees as Additional Insureds for any and all liability, to which such insurance applies, arising at any time in connection with Supplier's or Supplier Personnel's performance under this Agreement. All insurance required under this **Section 16.1** shall be primary insurance and any other valid insurance existing for Kraft's benefit shall be excess of such primary insurance. Supplier shall obtain such endorsements to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein.

16.1.4 **Certificates and Policy Information** . Supplier shall provide Kraft with certificates of insurance evidencing compliance with this **Article 16** (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers for each year that this Agreement is in effect. Each certificate of insurance shall provide that the issuing company shall not cancel, the insurance afforded under the above policies unless notice of such cancellation has been provided in accordance to policy provisions to Supplier. Upon receipt of such notice, Supplier will forward notice of cancellation to:

Kraft Foods Group, Inc.
Three Parkway North
Deerfield, Illinois 60015

Attention: Senior Manager, Risk & Insurance

Kraft may from time to time change its address or designee for receipt of the deliveries and notices described above and the date upon which such change shall become effective.

16.1.5 **No Implied Limitation** . The obligation of Supplier and its Affiliates to provide the insurance specified herein shall not limit or expand in any way any obligation or liability of Supplier provided elsewhere in this Agreement. The rights of Kraft and its subsidiaries, Affiliates and Eligible Recipients to insurance coverage under policies issued to one or more of them are independent of this Agreement and shall not be limited by this Agreement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

16.2 Risk of Loss .

Each Party shall be responsible for damages to their respective tangible personal or real property (whether owned or leased), and each party agrees to look only to their own insuring arrangements (if any) with respect to such damages. Supplier, Kraft, Kraft Affiliates and Eligible Recipients waive all rights to recover against each other for any loss or damage to their respective tangible personal or real property (whether owned or leased) from any cause covered by insurance maintained by each of them, including their respective deductibles or self-insured retentions. Each Party will cause their respective insurers to issue appropriate waivers of subrogation rights endorsements to all property insurance policies maintained by each Party.

17. INDEMNITIES

17.1 Indemnity by Supplier .

Supplier agrees to indemnify, defend and hold harmless (i) Kraft and its Affiliates, Altria and its Affiliates (even if Altria ceases to be an Affiliate of Kraft) and the Eligible Recipients (excluding the Eligible Recipients identified in clauses (h) and (i) in the definition of Eligible Recipients); and (ii) all of their respective officers, directors, employees, agents, representatives, successors and assigns, from any and all Losses and threatened Losses due to third party claims (the Eligible Recipients, other than those in clauses (h) and (i) in the definition of such term, and Affiliates of a Party shall not be deemed third parties for purposes of this **Section 17.1** except as provided in **Section 17.1.9**) arising from or in connection with any of the following:

17.1.1 Representations, Warranties and Covenants . Supplier's breach of any of the representations, warranties and covenants set forth in [* * *] (regardless of whether [* * *]), and the first sentence of [* * *].

17.1.2 Assumed Contracts . Supplier's decision to terminate or failure to observe or perform any duties or obligations to be observed or performed by Supplier under any of the Third Party Software licenses, Equipment Leases or Third Party Contracts assigned to Supplier or for which Supplier has assumed financial or operational responsibility pursuant to this Agreement, but only to the extent the cause of action accrues after the date of such assignment to Supplier with respect to contracts assigned to Supplier, or after the Commencement Date with respect to contracts not assigned to Supplier but for which Supplier has assumed financial or operational responsibility pursuant to this Agreement.

17.1.3 Licenses, Leases and Contracts . Supplier's failure to observe or perform any duties or obligations to be observed or performed by Supplier under Third Party Software licenses, Equipment leases or Third Party Contracts used by Supplier to provide the Services to the extent Supplier is financially or operationally responsible or is otherwise informed thereof (but only after the time Supplier is informed thereof).

17.1.4 Kraft Data or Proprietary Information . Supplier's breach of its obligations with respect to Kraft Data or Kraft Proprietary Information set forth in **Sections 13.1** , **13.2.1 , 13.3, 13.4, 13.5** , and **13.6** .

17.1.5 Infringement . Infringement or misappropriation or alleged infringement or alleged misappropriation of a patent, trade secret, copyright or other proprietary rights in contravention of Supplier's representations, warranties and covenants in **Sections 15.4** and **15.5** . The foregoing

indemnity will not cover any claims of infringement arising out of, under or in connection with the provision of call center services for Kraft's customers or automated attendant services for such customer call centers involving computer telephony integration. As of the Effective Date, the Services do not include the provision of any such customer call center or automated attendant services.

17.1.6 **Government Claims** . Claims for fines, penalties, sanctions, interest or other monetary remedies imposed by a governmental body, regulatory agency or standards organization resulting from Supplier's failure to perform its responsibilities under this Agreement (in the case of [* * *], regardless of whether [* * *]).

17.1.7 **Taxes** . Taxes, together with interest and penalties that are the responsibility of Supplier under **Section 11.4** .

17.1.8 **Claims Arising in Shared Facility Services** . Systems, services or products provided by Supplier to a third party from any shared Supplier facility or using any shared Supplier resources (excluding Services provided to an Eligible Recipient pursuant to this Agreement).

17.1.9 **Affiliate, Subcontractor or Assignee Claims** . Any claim, other than an indemnification claim under this Agreement, initiated by (i) a Supplier Affiliate or Subcontractor asserting rights under this Agreement or (ii) any entity to which [* * *] its rights to receive [* * *] from [* * *] under [* * *] to the extent related to this Agreement or such [* * *], unless the [* * *] by the provisions of [* * *].

17.1.10 **Supplier Personnel Injury Claims** . Any claim by Supplier Personnel for death, personal injury or bodily injury suffered on a Kraft Site, except to the extent caused by Kraft's gross negligence or willful misconduct.

17.1.11 **Employment Claims** . Any claim (including claims by Transitioned Employees) relating to any (i) violation by Supplier, Supplier Affiliates or Subcontractors, or their respective officers, directors, employees, representatives or agents, of any Laws or any common law protecting persons or members of protected classes or categories, including Laws prohibiting discrimination or harassment on the basis of a protected characteristic; (ii) liability arising or resulting from the employment of Supplier Personnel (including Transitioned Employees) by Supplier, Supplier Affiliates or Subcontractors (including liability for any social security or other employment taxes, workers' compensation claims and premium payments, and contributions applicable to the wages and salaries of such Supplier Personnel); (iii) payment or failure to pay any salary, wages or other cash compensation due and owing to any Supplier Personnel (including Transitioned Employees from and after their Employment Effective Dates), (iv) employee pension or other benefits of any Supplier Personnel (including Transitioned Employees) accruing from and after their Employment Effective Date, (v) other aspects of the employment relationship of Supplier Personnel (including Transitioned Employees) with Supplier, Supplier Affiliates or Subcontractors or the termination of such relationship, including claims for wrongful discharge, claims for breach of express or implied employment contract and claims of joint employment; and/or (vi) liability resulting from representations (oral or written) to the Affected Kraft Foods Global Personnel or any other Affected Personnel by Supplier, Supplier Affiliates or Subcontractors (or their respective officers, directors, employees, representatives or agents), or other acts or omissions with respect to Affected Kraft Foods Global Personnel or any other Affected Personnel by such persons or entities, including any act, omission or representation made in connection with the interview, selection, hiring and/or transition process, the offers of

employment made to such employees, the failure to make offers to any such employees or the terms and conditions of such offers (including compensation and employee benefits), except, in each case, to the extent resulting from the wrongful actions of Kraft, the Eligible Recipients, or Kraft Third Party Contractors, errors or inaccuracies in the information provided by Kraft and faithfully communicated by Supplier or the failure of Kraft, the Eligible Recipients, or Kraft Third Party Contractors to comply with Kraft's responsibilities under this Agreement. For purposes of this Agreement, Supplier has no liability, and is not responsible, for claims by Transitioned Employees accruing prior to their Employment Effective Date to the extent Kraft has an indemnity obligation for such claim under **Section 17.2.9** .

17.1.12 **WARN Act** . Supplier's breach of its obligations under **Section 8.11.2** to the extent such breach results in Kraft or any Eligible Recipient being in violation of the WARN Act or the regulations promulgated thereunder with respect to Kraft's Bannockburn facility referred to in **Section 8.11.2** .

17.2 Indemnity by Kraft.

Kraft agrees to indemnify, defend and hold harmless Supplier and its officers, directors, employees, agents, representatives, successors and assigns, from any Losses and threatened Losses due to third party claims (the Eligible Recipients and Affiliates of a Party shall not be deemed third parties for purposes of this **Section 17.2** except as provided in **Section 17.2.7**) arising from or in connection with any of the following:

17.2.1 **Representations, Warranties and Covenants** . Kraft breach of any of the representations, warranties and covenants set forth in **Section 15.6** and **Section** [* * *] (regardless of whether [* * *]).

17.2.2 **Licenses, Leases or Contracts** . Kraft's failure to observe or perform any duties or obligations to be observed or performed by Kraft under any of the applicable Third Party Software licenses, Equipment Leases or Third Party Contracts to the extent Kraft is financially or operationally responsible under this Agreement, to the extent Kraft is informed thereof (but only after the time Kraft is informed thereof), or is financially or operationally responsible under this Agreement, or to the extent such licenses, leases or contracts are retained by Kraft; provided Supplier's notification to Kraft of a duty or obligation to a third party shall not limit Supplier's obligation to obtain the rights it requires to perform the Services as provided in this Agreement.

17.2.3 **Pre-Assignment Date Matters** . Kraft's failure to observe or perform any duties or obligations to be observed or performed by Kraft under any of the (a) Third Party Software licenses, Equipment Leases or Third Party Contracts assigned to Supplier by Kraft prior to the assignment or assumption of such license, lease or contract by Supplier, or (b) under any other Third Party Software licenses, Equipment Leases or Third Party Contracts made available to Supplier by Kraft, except to the extent such failure occurred as a result of Supplier's failure to meet its obligations pursuant to this Agreement.

17.2.4 **Supplier's Proprietary Information** . Kraft's breach of its obligations with respect to Supplier's Proprietary Information set forth in **Sections 13.3** and **13.4 ,** or breach of its obligations for privacy protection under the Global Master Data Protection Agreement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

17.2.5 **Infringement** . Infringement or misappropriation or alleged infringement or alleged misappropriation of a patent, trade secret, copyright or other proprietary rights with respect to any Software or Materials made available by Kraft to Supplier hereunder or otherwise in contravention of Kraft's representations, warranties and covenants in [* * *]. The Parties agree and acknowledge that the Services do not include any call center services for Kraft's customers or automated attendant services for such customer call centers involving computer telephony integration.

17.2.6 **Taxes** . Taxes, together with interest and penalties that are the responsibility of Kraft under **Section 11.4** .

17.2.7 **Kraft Affiliate, Eligible Recipient or Third Party Contractor Claims** . Any claim, other than an indemnification claim or insurance claim under this Agreement, initiated by a Kraft Affiliate, an Eligible Recipient (other than Kraft, or an entity described in clauses (h) and (i) in the definition of "Eligible Recipient") or a Kraft Third Party Contractor asserting rights under this Agreement.

17.2.8 **Government Claims** . Claims for fines, penalties, sanctions, interest or other monetary remedies imposed by a governmental body, regulatory agency or standards organization resulting from Kraft's failure to perform its responsibilities under this Agreement (in the case of **Section** [* * *], regardless of whether [* * *]).

17.2.9 **Employment Claims** . Any claim relating to any (a) violation by Kraft or the Eligible Recipients, or their respective officers, directors, employees, representatives or agents, of Federal, state, provincial, local, international or other Laws or regulations or any common law protecting persons or members of protected classes or categories, including laws or regulations prohibiting discrimination or harassment on the basis of a protected characteristic, (b) liability arising or resulting from a Transitioned Employee's employment with Kraft prior to the Employment Effective Date with Supplier, (c) payment or failure to pay any salary, wages or other cash compensation due and owing to (i) any Kraft employee who does not become a Transitioned Employee or (ii) any Transitioned Employee prior to such Transitioned Employee's Employment Effective Date with Supplier, (d) (i) all accrued employee pension or other benefits of any Kraft employee who does not become a Transitioned Employee and (ii) those employee pension or other benefits of any Transitioned Employee accruing prior to such Transitioned Employee's Effective Employment Date with Supplier, (e) other aspects of any Transitioned Employee's employment relationship with Kraft or the termination of such relationship, including claims for breach of an express or implied contract of employment, and/or (f) liability resulting from representations (oral or written) to the Kraft employees identified on the applicable Supplement by Kraft or the Eligible Recipients (or their respective officers, directors, employees, representatives or agents) with respect to their employment by Supplier or its Subcontractors or Affiliates (other than representations made with the authorization or approval of Supplier, representations that Supplier knew to be inaccurate and failed to correct and/or representations made by Supplier in this Agreement), except, in each case, to the extent resulting from the wrongful actions of Supplier, Supplier Affiliates or Subcontractors or their failure to comply with Supplier's responsibilities under this Agreement, or involving any matters for which Supplier has an indemnity obligation under **Section 17.1.11** ; and

17.2.10 **Kraft Personnel Injury Claims** . Any claim by Kraft Personnel for death, personal injury or bodily injury suffered on a Supplier Facility, except to the extent caused by Supplier's gross negligence or willful misconduct.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

17.3 Additional Indemnities .

Supplier agrees to indemnify, defend and hold harmless the Entities and individuals that are entitled to indemnification pursuant to **Section 17.1** , and Kraft agrees to indemnify, defend and hold harmless the Entities and individuals that are entitled to indemnification pursuant to **Section 17.2** , from any and all Losses and threatened Losses to the extent they arise from or in connection with any of the following: (a) except as otherwise provided in **Section 17.1.10** or **Section 17.2.10** , third party claims arising from the death, personal injury or bodily injury of any agent, employee, customer, business invitee, business visitor or other person caused by the negligence or other tortious conduct of the indemnitor or the failure of the indemnitor to comply with its obligations under this Agreement; and (b) the damage, loss or destruction of any third party's real or tangible personal property caused by the negligence or other tortious conduct of the indemnitor or the failure of the indemnitor to comply with its obligations under this Agreement.

17.4 Infringement .

In the event that (i) any Software, Equipment, Materials or Services for which Supplier has an indemnification obligation pursuant to **Section 17.1.5** or for which Kraft has an indemnification obligation pursuant to **Section 17.2.5** , or in the reasonable opinion of the Party with the indemnification obligation, are likely to be found, to infringe upon the patent, copyright, trademark, trade secrets, intellectual property or proprietary rights of any third party in any country in which Services are to be performed or received under this Agreement, or (ii) the continued use of such item(s) is enjoined, the party with the indemnification obligation shall, in addition to defending, indemnifying and holding harmless the other Party as provided in **Section 17.1.5** or **Section 17.2.5** , as applicable, and to the other rights the non-indemnifying Party may have under this Agreement, promptly and at its own cost and expense and in such a manner as to minimize the disturbance to the non-indemnifying Party's business activities do one of the following (subject to any applicable limitation of liability set forth in **Section 18.3.2**):

17.4.1 Obtain Rights . Obtain for the non-indemnifying Party the legal right to continue using such Software, Equipment or Materials.

17.4.2 Modification . Modify the item(s) in question so that it is no longer infringing (provided that such modification does not degrade the performance or quality of the Services or adversely affect Kraft's and the Eligible Recipients' intended use as contemplated by this Agreement).

17.4.3 Replacement . Replace such item(s) with a non-infringing functional equivalent acceptable to Kraft.

17.4.4 Removal . If Kraft is the indemnifying Party, Kraft may at its option elect to require Supplier to discontinue use of the infringing Material, in which case Supplier shall be excused to the extent such removal prevents Supplier from meeting any of its performance obligations under this Agreement.

17.5 Indemnification Procedures .

With respect to non-Party claims which are subject to indemnification under this Agreement (other than as provided in **Section 17.6** with respect to claims covered by **Section 17.1.6**), the following procedures shall apply:

17.5.1 **Notice** . Promptly after receipt by any entity entitled to indemnification under this Agreement of notice of the commencement or threatened commencement of any civil, criminal, administrative, or investigative action or proceeding involving a claim in respect of which the indemnitee will seek indemnification hereunder, the indemnitee shall notify the indemnitor of such claim. No delay or failure to so notify an indemnitor shall relieve it of its obligations under this Agreement except to the extent that such indemnitor has suffered actual prejudice by such delay or failure. Within 15 days following receipt of notice from the indemnitee relating to any claim, but no later than five days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee that the indemnitor elects to assume control of the defense and settlement of that claim (a " **Notice of Election** ").

17.5.2 **Procedure Following Notice of Election** . If the indemnitor delivers a Notice of Election within the required notice period, the indemnitor shall assume sole control over the defense and settlement of the claim; provided, however, that (i) the indemnitor shall keep the indemnitee fully apprised at all times as to the status of the defense, and (ii) the indemnitor shall obtain the prior written approval of the indemnitee before entering into any settlement of such claim asserting any liability against the indemnitee or imposing any obligations or restrictions on the indemnitee or ceasing to defend against such claim. The indemnitor shall not be liable for any legal fees or expenses incurred by the indemnitee following the delivery of a Notice of Election; provided, however, that (i) the indemnitee shall be entitled to employ counsel at its own expense to participate in the handling of the claim, and (ii) the indemnitor shall pay the fees and expenses associated with such counsel if there is a conflict of interest with respect to such claim which is not otherwise resolved or if the indemnitor has requested the assistance of the indemnitee in the defense of the claim or the indemnitor has failed to defend the claim diligently and the indemnitee is prejudiced or likely to be prejudiced by such failure. The indemnitor shall not be obligated to indemnify the indemnitee for any amount paid or payable by such indemnitee in the settlement of any claim if (A) the indemnitor has delivered a timely Notice of Election and such amount was agreed to without the written consent of the indemnitor, (B) the indemnitee has not provided the indemnitor with notice of such claim and a reasonable opportunity to respond thereto, or (C) the time period within which to deliver a Notice of Election has not yet expired.

17.5.3 **Procedure Where No Notice of Election Is Delivered** . If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnitee shall have the right to defend the claim in such manner as it may deem appropriate. The indemnitor shall promptly reimburse the indemnitee for all such reasonable costs and expenses incurred by the indemnitee, including reasonable attorneys' fees.

17.6 **Indemnification Procedures – Governmental Claims** .

With respect to claims covered by **Section 17.1.6** , the following procedures shall apply:

17.6.1 **Notice** . Promptly after receipt by the indemnitee of notice of the commencement or threatened commencement of any action or proceeding involving a claim in respect of which the indemnitee will seek indemnification pursuant to **Section 17.1.6** , the indemnitee shall notify the indemnitor of such claim. No delay or failure to so notify the indemnitor shall relieve the indemnitor of its obligations under this Agreement except to the extent that the indemnitor has suffered actual prejudice by such delay or failure.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

17.6.2 **Procedure for Defense** . The indemnitee shall be entitled, at its option, to have the claim handled pursuant to **Section 17.5** or to retain sole control over the defense and settlement of such claim; provided that, in the latter case, the indemnitee shall (i) consult with the indemnitor on a regular basis regarding claim processing (including actual and anticipated costs and expenses) and litigation strategy, (ii) reasonably consider any the indemnitor settlement proposals or suggestions, and (iii) use commercially reasonable efforts to minimize any amounts payable or reimbursable by the indemnitor.

17.7 **Subrogation** .

Except as otherwise provided in **Section 16.1** , in the event that an indemnitor shall be obligated to indemnify an indemnitee pursuant to any provision of this Agreement, the indemnitor shall, upon payment of such indemnity in full, be subrogated to all rights of the indemnitee with respect to the claims to which such indemnification relates.

18. LIABILITY

18.1 **General Intent** .

Subject to the specific provisions and limitations of this **Article 18** , it is the intent of the Parties that each Party shall be liable to the other Party for any actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required by this Agreement.

18.2 **Force Majeure** .

18.2.1 **General** . Subject to **Section 18.2.4** , no Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism, or any other similar cause beyond the reasonable control of such Party except to the extent that the non-performing Party could not have prevented such default or delay using reasonable precautions, and provided that such default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute involving Supplier Personnel shall not excuse Supplier from its obligations hereunder. The failure of any Equipment, Software or System for which Supplier is operationally responsible to be year 2000 compliant shall not be considered a force majeure event and shall not relieve Supplier of any of its obligations under this Agreement, including its obligations to perform the Services in accordance with the Service Levels. In addition, the refusal of Supplier Personnel to enter a facility that is the subject of a labor dispute shall excuse Supplier from its obligations hereunder only if and to the extent such refusal is based upon a reasonable fear of physical harm.

18.2.2 **Duration and Notification** . In the event of a force majeure event the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so prevented, hindered or delayed in its performance shall, as quickly as practicable under the circumstances, notify the Party to whom performance is due by telephone (to be confirmed in writing within one day of the inception of such delay) and describe at a reasonable level of detail the circumstances of the force majeure event, the steps being taken to address such force majeure event, and the expected duration of such force majeure event.

18.2.3 **Substitute Services; Termination** . If any event described in **Section 18.2.1** has substantially prevented, hindered or delayed or is reasonably expected to substantially prevent, hinder or delay the performance by Supplier or one of its Subcontractors of Services necessary for the performance of critical Kraft or Eligible Recipient functions for longer than the recovery period specified in the applicable disaster recovery plan or, if there is no such recovery period, [* * *], Kraft may procure such Services from an alternate source, and Supplier shall be solely liable for payment for such services from the alternate source for so long as the delay in performance shall continue, provided that Kraft continues to pay Supplier the Charges for such Services with respect to the period of non-performance, and Kraft has not terminated the affected portion of the Services. Kraft may at its option elect to pay the alternate source directly in lieu of paying Supplier for the affected services. In addition, if any event described in **Section 18.2.1** substantially prevents, hinders or delays the performance by Supplier or one of its Subcontractors of Services necessary for the performance of critical Kraft functions (i) for more than [* * *] days, and Supplier has not obtained such Services from another source on a temporary basis, Kraft, at its option, may terminate any portion of this Agreement so affected and the charges payable hereunder shall be equitably adjusted to reflect those terminated Services; or (ii) for more than [* * *] days, and Supplier has not obtained the Services from another source on a temporary basis, Kraft, at its option, may terminate this Agreement in its entirety. If the termination described in the preceding sentence results from [* * *] that impacts a Supplier Facility or that otherwise [* * *] from being able to [* * *], [* * *] shall not be obligated to pay any [* * *] in connection with [* * *]. [* * *] shall be obligated to pay the [* * *] in the event the [* * *] results from a [* * *] on a [* * *] or a [* * *]. Except as described above, [* * *] shall not have the right to additional [* * *] or increased [* * *] as a result of any [* * *] affecting [* * *] ability to [* * *].

18.2.4 **Disaster Recovery and Business Continuity Plans** . Within 90 days after the Effective Date or by the Commencement Date, whichever occurs first, Supplier shall document its disaster-recovery plan for the Services and ensure that it is consistent with and will operate in conjunction with the standards and plans referred to in the applicable Supplement. Supplier shall execute its disaster-recovery plan upon the occurrence of a disaster and cooperate with Kraft in the execution of Kraft's and/or the Eligible Recipients' business-continuity and disaster-recovery plans.

18.2.5 **Payment Obligation** . If Supplier fails to provide Services in accordance with this Agreement due to the occurrence of a force majeure event, all amounts payable to Supplier hereunder shall be equitably adjusted in a manner such that Kraft is not required to pay any amounts for Services that it is not receiving from Supplier, unless such Services are obtained from an alternate source at Supplier's expense pursuant to **Section 18.2.3** .

18.2.6 **Allocation of Resources** . Without limiting Supplier's obligations under this Agreement, whenever a force majeure event or disaster causes Supplier to allocate limited resources between or among Supplier's customers and Affiliates, Kraft and the Eligible Recipients shall receive at least the same treatment as comparable Supplier customers. In no event will Supplier re-deploy or re-assign any Key Supplier Personnel to another customer or account in the event of the occurrence of a force majeure event.

18.3 **Limitation of Liability** .

18.3.1 **Exclusions from Liability** .

Disclaimer of Consequential Damages . EXCEPT AS PROVIDED IN THIS **SECTION 18.3** , NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, COLLATERAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18.3.2 Liability Caps.

18.3.2.1 [* * *] **Liability Cap** . Additionally, except as provided below in **Section 18.3.3** , the total aggregate liability of either Party for claims (other than claims that are referenced in **Section 18.3.2.2)** asserted by the other Party under or in connection with this Agreement (including claims arising from parties to a Companion Agreement), regardless of the form of the action or the theory of recovery, shall be limited to (i) [* * *] for claims for which the last act or omission giving rise to such liability occurs before the date that is [* * *] months after the GroceryCo Start Date, or (ii) the total Charges payable to Supplier (including amounts payable to a Supplier Affiliate under a Companion Agreement) during the [* * *] period preceding the last act or omission giving rise to such liability for claims for which the last act or omission giving rise to such liability occurs more than [* * *] after the GroceryCo Start Date.

18.3.2.2 [* * *] **Liability Cap** . (a) Supplier's liability under **Section 17.1.1** for third party claims that arise from a breach of **Section 15.10.1 ,** and **Section 17.1.4 ,** and Losses occasioned by any breach of its obligations under **Article 13** and **Section 15.10.1 ,** and (b) Kraft's liability under **Section 17.2.1** for third party claims that arise from a breach of **Section 15.10.7, Section 17.2.4 ,** and Losses occasioned by any breach of its obligations under **Article 13** and **Section 15.10.7 ,** in the aggregate for each Party (including claims arising from parties to a Companion Agreement), shall be limited to (i) [* * *] for claims for which the last act or omission giving rise to such liability occurs before the date that is [* * *] months after the GroceryCo Start Date, or (ii) the total Charges payable to Supplier (including amounts payable to a Supplier Affiliate under a Companion Agreement) during the [* * *] period preceding the last act or omission giving rise to such liability for claims for which the last act or omission giving rise to such liability occurs more than [* * *] after the GroceryCo Start Date. For the avoidance of doubt, the [* * *] cap referred to above in this **Section 18.3.2.2** is separate and apart from the cap referred to in **Section 18.3.2.1.**

18.3.3 Exceptions to Limitations of Liability.

18.3.3.1 The exclusions set forth in **Section 18.3.1** and the liability caps set forth in **Section 18.3.2** shall not apply with respect to Losses occasioned by the [* * *] of a Party.

18.3.3.2 The exclusions set forth in **Section 18.3.1** shall not apply to amounts paid with respect to [* * *] that are the subject of indemnification pursuant to **Sections** [* * *] and [* * *], Losses occasioned by any breach of a Party's obligations under [* * *] or [* * *].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

18.3.3.3 The liability cap set forth in **Section 18.3.2.1** shall not apply with respect to [* * *] that are the subject of indemnification pursuant to [* * *] and **17.2 (** except for amounts paid for [* * *] under [* * *] as provided in [* * *] **)** .

18.3.3.4 The exclusions set forth in **Section 18.3.1** shall not apply to amounts paid with respect to [* * *] that are the subject of indemnification pursuant to [* * *], but the cap set forth in **Section 18.3.2.1** shall apply.

18.3.3.5 The exclusions set forth in **Section 18.3.1** and the liability caps set forth in **Section 18.3.2** shall not apply with respect to amounts paid for [* * *] by the [* * *] of this Agreement by [* * *]; provided, however, that [* * *] may exercise its express termination rights under this Agreement in good faith, in which case the limitations in **Sections 18.3.1** and **18.3.2** will apply.

18.3.3.6 The exclusions set forth in **Section 18.3.1** and the liability caps set forth in **Section 18.3.2** shall not apply with respect to amounts paid for [* * *] by [* * *], provided that [* * *] may exercise its express termination rights under this Agreement in good faith (in which case the exclusions in **Section 18.3.1** and the liability caps in **18.3.2** will apply) subject to [* * *] continued obligation to provide [* * *] as set forth in this Agreement. For purposes of this provision, " **refusal** " shall mean the intentional cessation by [* * *], in a manner impermissible under this Agreement, of the performance of all or a material portion of the [* * *] then required to be provided by [* * *] under this Agreement.

18.3.3.7 The exclusions set forth in **Section 18.3.1** and the liability caps set forth in **Section 18.3.2** shall not apply with respect to amounts paid under [* * *] with respect to [* * *] of an [* * *] or [* * *] of [* * *].

18.3.3.8 The exclusions set forth in **Section 18.3.1** and the liability caps set forth in **Section 18.3.2** shall not apply with respect to amounts paid for [* * *] by any [* * *] of a Party's [* * *] set forth in [* * *] or [* * *], or the first sentence of [* * *].

18.3.4 Items Not Considered Damages . The following shall not be considered damages subject to, and shall not be counted toward the liability exclusions or caps specified in, **Section 18.3.1** or **18.3.2** :

18.3.4.1 [* * *] assessed against [* * *] pursuant to [* * *], recognizing that the [* * *] will reduce the amount paid by [* * *] and thereby have the effect of reducing [* * *] limitation of liability where such liability is calculated based on the fees paid by [* * *] during the applicable period.

18.3.4.2 Amounts withheld by [* * *] in accordance with this Agreement due either to [* * *] or [* * *].

18.3.4.3 Amounts paid by [* * *] but subsequently recovered from [* * *] due either to [* * *] or [* * *].

18.3.4.4 [* * *] and other amounts that are due and owing to [* * *] for [* * *] under this Agreement.

18.3.4.5 [* * *] reimbursement obligations under [* * *]

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

18.3.5 **Waiver of Liability Cap** . If, at any time, the total aggregate liability of one Party for adjudicated claims by the other Party that arise under or in connection with this Agreement during the [* * *] after the Commencement Date exceeds [* * *] of either of the liability caps specified in **Section 18.3.2** and, within [* * *] from receipt of the request of the other Party, the Party incurring such liability refuses to waive such cap and/or increase the available cap to an amount at least equal to the original liability cap, then the other Party may [* * *] this Agreement without payment of [* * *].

18.3.6 **Acknowledged Direct Damages** . The following shall be considered direct damages and neither Party shall assert that they are indirect, incidental, collateral, consequential or special damages or lost profits to the extent they result directly from the breaching Party's failure to perform in accordance with this Agreement:

18.3.6.1 Costs and expenses of [* * *] any lost, stolen or damaged [* * *].

18.3.6.2 Costs and expenses of [* * *] in respect of a failure to provide the [* * *].

18.3.6.3 Costs and expenses of replacing lost, stolen or damaged [* * *].

18.3.6.4 Cover damages, including the costs and expenses incurred to procure the [* * *] or corrected [* * *] from an alternate source, to the extent in excess of [* * *] under this Agreement.

18.3.6.5 [* * *] or [* * *] incurred by either Party, including [* * *] of additional [* * *] and [* * *] charges.

18.3.6.6 Costs and expenses incurred to bring [* * *] or to contract to obtain [* * *], including the costs and expenses associated with the retention of [* * *] and [* * *] to assist with any [* * *] resulting from a [* * *] to [* * *].

18.3.6.7 Damages of [* * *] which are direct damages of such [* * *] and which would be direct damages of [* * *] if they had instead been suffered by [* * *] (including being so considered under this **Section 18.37**).

18.3.6.8 [* * *] remedies imposed by a [* * *] or [* * *] or [* * *] for failure to comply with requirements or deadlines in violation of [* * *].

18.3.6.9 Lost [* * *] incurred by [* * *] and the [* * *] to the extent arising as the result of [* * *] failure to properly review and [* * *] to [* * *] as required by this Agreement.

18.3.7 **Duty to Mitigate Damages** . Each Party shall have a duty to mitigate damages for which the other Party may be responsible.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

19. DISPUTE RESOLUTION

19.1 Informal Dispute Resolution .

Prior to the initiation of formal dispute resolution procedures with respect to any dispute, other than as provided in **Section 19.4** or **Section 20.8** , the Parties shall first attempt to resolve such dispute informally, as follows:

19.1.1 **Initial Effort** . The Parties agree that the Kraft Contract Manager and the Supplier Account Executive shall attempt in good faith to resolve the dispute. In the event the Kraft Contract Manager and the Supplier Account Executive are unable to resolve a dispute in an amount of time that either Party deems reasonable under the circumstances, such Party may refer the dispute for resolution to the senior corporate executives specified in **Section 19.1.2** below upon written notice to the other Party.

19.1.2 **Escalation** . Within five business days of a notice under **Section 19.1.1** above referring a dispute for resolution by senior corporate executives, the Kraft Contract Manager and the Supplier Account Executive will each prepare and provide to a Supplier Vice President and General Manager, United States and the Kraft Chief Financial Officer, respectively, summaries of the non-privileged relevant information and background of the dispute, along with any appropriate non-privileged supporting documentation, for their review. The designated senior corporate executives will confer as often as they deem reasonably necessary in order to gather and furnish to the other all non-privileged information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The designated senior corporate executives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. The specific format for the discussions will be left to the discretion of the designated senior corporate executives, but may include the preparation of agreed-upon statements of fact or written statements of position.

19.1.3 **Provision of Information** . During the course of negotiations under **Section 19.1.1** or **Section 19.1.2** above, all reasonable requests made by one Party to another for non-privileged information, reasonably related to the dispute, will be honored in order that each of the parties may be fully advised of the other's position. All negotiation shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one Party for these proceedings shall not be used as evidence by the other Party in any subsequent arbitration or litigation; provided, however, the underlying facts supporting such materials may be subject to discovery.

19.1.4 **Prerequisite to Arbitration** . Arbitration of a dispute may not be commenced until the earlier of:

19.1.4.1 the designated senior corporate executives under **Section 19.1.2** above concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or

19.1.4.2 30 days after the notice under **Section 19.1.1** above referring the dispute to senior corporate executives.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

19.2 Non-Binding Mediation.

19.2.1 Requirement to Attempt Non-Binding Mediation. Except for disputes described in **Section 19.4** or **Section 20.8** or termination of this Agreement pursuant to **Article 20** , any dispute arising out of or relating to this Agreement, or any breach thereof, which cannot be resolved using the procedures set forth in **Section 19.1** shall be first attempted to be resolved through non-binding mediation under the mediation rules of the Center for Public Resources.

19.2.2 Location and Decision . The mediation shall take place in Chicago, Illinois, and shall apply the governing law of this Agreement. The recommendations of the mediators shall be non-binding. The mediators shall be instructed to state the reasons for their recommendations. The mediators shall be bound by the warranties, limitations of liability and other provisions of this Agreement.

19.2.3 Selection and Qualification of Mediators . Within 10 days after delivery of written notice (" **Notice of Mediation** ") by one Party to the other in accordance with this Section, the Parties each shall use good faith efforts to mutually agree upon one mediator. If the Parties are not able to agree upon one mediator within such period of time, the Parties each shall within 10 days: (i) appoint one mediator who has at no time ever represented or acted on behalf of either of the Parties, and is not otherwise affiliated with or interested in either of the Parties and (ii) deliver written notice of the identity of such mediator and a copy of his or her written acceptance of such appointment to the other Party. If either Party fails or refuses to appoint a mediator within such 10-day period, the single mediator appointed by the other Party shall decide alone the issues set out in the Notice of Mediation. Within 10 days after such appointment and notice, such mediators shall appoint a third neutral and independent arbitrator who at no time ever represented or acted on behalf of either of the Parties, and is not otherwise affiliated with or interested in either of the Parties. In the event that the two mediators fail to appoint a third mediator within 10 days of the appointment of the second mediator, either mediator or either Party may apply for the appointment of a third mediator to the Center for Public Resources.

19.2.4 General . All mediators shall be practicing attorneys with at least five years' experience with the business processes, technology and law applicable to the Services or similar services or transactions. The Parties shall use commercially reasonable efforts to conclude the mediation within 60 days after selection of the mediator or mediators. The recommendations of the mediator or the majority of the three mediators, as applicable, shall be rendered within 15 days after the conclusion of the hearing, shall be in writing, shall set forth the basis therefore. Each Party shall bear its own mediation costs and expenses and all other costs and expenses of the mediation shall be divided equally between the Parties.

19.3 Arbitration.

19.3.1 Arbitration . Except for disputes described in **Section 19.4 ,** any controversy or claim arising out of or relating to this Agreement, or any breach thereof, which cannot be resolved using the procedures set forth above in **Section 19.1** or **19.2** shall be finally resolved under the Commercial Arbitration Rules of the American Arbitration Association then in effect; provided, however, that without limiting any rights at law or in equity a Party may have because of an improper termination of this Agreement by the other Party, nothing contained in this Agreement shall limit either Party's right to terminate this Agreement pursuant to **Article 20 .**

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

19.3.2 **Location and Decision.** Any arbitration under this Agreement shall take place in Chicago, Illinois, and shall apply the governing law of this Agreement. The decision of the arbitrators shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. The arbitrators shall be instructed to state the reasons for their decisions, including findings of fact and law. The arbitrators shall be bound by the warranties, limitations of liability and other provisions of this Agreement. Except with respect to the provisions of this Agreement which provide for injunctive relief rights, such arbitration shall be a precondition to any application by either Party to any court of competent jurisdiction.

19.3.3 **Selection and Qualification of Arbitrators.** Within 30 days, or such reasonable period mutually agreed upon by the Parties, after delivery of written notice (" **Notice of Arbitration** ") by one Party to the other in accordance with this Section, the Parties each shall use good faith efforts to mutually agree upon one arbitrator. If the Parties are not able to agree upon one arbitrator within such period of time, the Parties each shall within 30 days: (i) appoint one arbitrator who has at no time ever represented or acted on behalf of either of the Parties, and is not otherwise affiliated with or interested in either of the Parties and (ii) deliver written notice of the identity of such arbitrator and a copy of his or her written acceptance of such appointment to the other Party. If either Party fails or refuses to appoint an arbitrator within such 30-day period, the single arbitrator appointed by the other Party shall decide alone the issues set out in the Notice of Arbitration. Within 30 days after such appointment and notice, such arbitrators shall appoint a third neutral and independent arbitrator who at no time ever represented or acted on behalf of either of the Parties, and is not otherwise affiliated with or interested in either of the Parties. In the event that the two arbitrators fail to appoint a third arbitrator within 30 days of the appointment of the second arbitrator, either arbitrator or either Party may apply for the appointment of a third arbitrator to the American Arbitration Association.

19.3.4 **Scope of Discovery** . Subject to the last two sentences of this **Section 19.3.4** , discovery will be limited to the request for and production of documents, depositions and interrogatories. Interrogatories will be allowed only as follows: a Party may request the other Party to identify by name, last known address and telephone number (i) all persons having knowledge of facts relevant to the dispute and a brief description of that person's knowledge, (ii) any experts who may be called as an expert witness, the subject matter about which the expert is expected to testify, the mental impressions and opinions held by the expert and the facts known by the expert (regardless of when the factual information was acquired) that relate to or form the basis for the mental impressions and opinions held by the expert, and (iii) any experts who have been used for consultation, but who are not expected to be called as an expert witness, if such consulting expert's opinions or impressions have been reviewed by an expert witness. All discovery will be governed by the Federal Rules of Civil Procedure. All issues concerning discovery upon which the Parties cannot agree will be submitted to the arbitrator for determination. Nothing in this **Section 19.3.4** shall preclude either party from seeking limited third party discovery under applicable AAA Rules or the laws of the State of Illinois in the discretion of the arbitrator. In addition, should a Party be able to prove that it will be unfairly prejudiced without additional discovery on a certain issue, the arbitrator in its discretion can permit additional limited discovery for the purpose of improving the efficiency of the arbitration proceeding.

19.3.5 **General** . All arbitrators shall be attorneys with experience with the technology and/or law applicable to the Services or similar services or transactions. Any such appointment shall be binding upon the Parties. The arbitrator will not have authority to award damages in excess of the amount or other than the types allowed by **Section 18.3** and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement. The decision or award of the arbitrator or arbitrators shall be final, binding and nonappealable, and

may be enforced and executed upon in any court having jurisdiction over the Party against whom the enforcement of such decision or award is sought. Upon the request of a Party, the arbitrator's award will include written findings of fact and conclusions of law. Each Party shall bear its own arbitration costs, attorneys' fees and expenses.

19.4 Equitable Remedies.

19.4.1 Eligible Disputes . Notwithstanding the provisions of **Section 19.1** , **Section 19.2** , and **Section 19.3** , either Party may institute formal proceedings to obtain injunctive relief in order to:

19.4.1.1 avoid the expiration of any applicable limitations period,

19.4.1.2 preserve a superior position with respect to other creditors,

19.4.1.3 address a claim arising out of the breach of a Party's obligations under **Article 13** ,

19.4.1.4 address a claim arising out of the breach or attempted or threatened breach of the obligations described in **Section 19.4.2** , or

19.4.1.5 prevent other damages that are so immediate, so large or severe, and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

19.4.2 Irreparable Harm . [* * *] acknowledges that, in the event it breaches (or attempts or threatens to breach) its obligation to [* * *] in accordance with this Agreement, its obligation respecting [* * *] in accordance with [* * *], or its obligation to provide [* * *] in accordance with [* * *], [* * *] and/or [* * *] will be irreparably harmed. [* * *] acknowledgement is based on its reliance on [* * *] representation that it would only utilize the provisions of this **Section 19.4.2** when it has a good faith belief that it needs to obtain injunctive relief as quickly as possible to avoid an adverse impact on the ability of [* * *] to conduct any segment of its business which would be prevented or unreasonably disrupted in the event [* * *] denies, withdraws or restricts its [* * *] to [* * *] or withholds [* * *] access to [* * *]. In such a circumstance, [* * *] may proceed directly to court. If a court of competent jurisdiction should find that [* * *] has breached (or attempted or threatened to breach) any such obligations, [* * *] agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, [* * *] shall be entitled to seek and obtain injunctive relief, including entry of an appropriate order compelling performance by [* * *] and restraining it from any further breaches (or attempted or threatened breaches).

19.4.3 Attorney's Fees . A Party filing a pleading seeking immediate injunctive relief, which is not awarded in substantial part, shall pay all reasonable costs and attorneys' fees of the other Party.

19.5 Jurisdiction.

Each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in Illinois, and each Party irrevocably submits to the sole and exclusive jurisdiction of the federal and state courts in Cook County, Illinois, *in personam* , generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other Party.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

19.6 Continued Performance .

19.6.1 General . Subject to **Section 19.6.2** , each Party agrees that it shall, unless otherwise directed by the other Party, continue performing its obligations under this Agreement while any dispute is being resolved; provided, that this provision shall not operate or be construed as extending the Term of this Agreement or prohibiting or delaying a Party's exercise of any right it may have to terminate the Term as to all or any part of the Services. For purposes of clarification, Kraft Data may not be withheld by Supplier pending the resolution of any dispute.

19.6.2 Non-Interruption of Service . Supplier acknowledges and agrees that any interruption to the Service may cause irreparable harm to Kraft and/or the Eligible Recipients, in which case an adequate remedy at law would not be available. Subject to Supplier's right to terminate the Term pursuant to **Section 20.1.2** , Supplier expressly acknowledges and agrees that, pending resolution of any dispute or controversy, it shall not deny, withdraw or restrict Supplier's provision of the Services to Kraft and/or the Eligible Recipients under this Agreement, except as specifically and expressly agreed in writing by Kraft and Supplier.

19.7 Governing Law .

This Agreement and performance under it shall be governed by and construed in accordance with the applicable laws of the State of Illinois, without giving effect to the principles thereof relating to conflicts of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

19.8 Expiration of Claims.

Without altering either Party's rights or obligations under **Section 12.1.4** , no claims to be resolved under this **Article 19** may be asserted by either Party more than four (4) years after the later of (i) the last date on which the act or omission giving rise to the claim occurred, or (ii) with respect to invoices issued under this Agreement, the date on which such act or omission was discovered or should reasonably have been discovered (the election to conduct or not to conduct an audit with respect to an invoice shall not, in and of itself, be evidence of reasonableness for this purpose); provided, however, that the foregoing shall not apply to claims based upon a Party's fraud or willful misconduct, or a claim for which a Party has an indemnity obligation under this Agreement in which event the applicable statute of limitations shall apply. Failure to make such a claim (but not including claims referred to in the *proviso* of the preceding sentence) within such four-year period shall forever bar the claim.

20. TERMINATION

20.1 Termination for Cause .

20.1.1 By Kraft .

20.1.1.1 If Supplier:

(1) commits a material breach of its obligations with respect to Transition Services as provided in **Section 4.2.7** ;

(2) commits a material breach of this Agreement or an applicable Supplement, which breach is not cured within 30 days after notice of the breach from Kraft; provided

that if Supplier works diligently and in good faith to cure such breach in accordance with this provision and such breach is not capable of being cured within 30 days, Supplier may have up to 15 additional days to cure such breach if it demonstrates that it is capable of curing such breach within the additional period and the breach does not materially impair the ability of Kraft or an Eligible Recipient to conduct its business;

(3) commits [* * *] of its duties or obligations of which Supplier has [* * *] and which [* * *] of this Agreement or an applicable Supplement, and fails to (A) cure such breaches within thirty (30) days after receiving notice from the time such breaches become a material breach, and (B) give Kraft adequate assurance that the cause of each of such breaches has been corrected so as not to be repeated again; provided, however that if, within the twelve (12) month period following the thirty (30) day period described in the preceding clause (A), Supplier again commits numerous breaches of its duties or obligations of which Supplier has received notice and which collectively constitute a material breach of this Agreement, Supplier shall not be entitled to the cure rights described in the preceding clauses (A) and (B);

(4) becomes liable for or incurs Service Level Credits under this Agreement or applicable Supplement that, in the aggregate, exceed [* * *] of the cumulative At Risk Amount under this Agreement or a Supplement during any rolling six-month period, provided that for purposes of determining whether there is a right to terminate under this clause (4), no single Service Level in any month shall be counted for more than [* * *] of the At Risk Amount for that month;

(5) fails to perform in accordance with the Minimum Service Level for a Critical Service Level for [* * *] consecutive months or during [* * *] of any [* * *] consecutive month period; or

(6) commits a material breach of **Section 15.7** of this Agreement;

then Kraft may, by giving notice to Supplier, terminate the term of this Agreement or the Term of an applicable Supplement with respect to all or any part of the Services, as of a date specified in the notice of termination. Supplier shall not be entitled to any Termination Charges in connection with such a termination for cause. If Kraft chooses to terminate this Agreement or a Supplement in part, the Charges payable under this Agreement or such Supplement will be equitably adjusted in accordance with the pricing methodology set forth in the applicable Supplement, to reflect such partial termination. For avoidance of doubt, the Parties acknowledge and agree that a material breach under a Supplement shall be deemed a material breach under all Supplements for purposes of this provision.

20.1.1.2 The express acknowledgment that a certain amount of Service Level Credits or number of Service Level defaults constitutes grounds for termination under **Section 20.1.1.1** does not imply that a lesser amount or number cannot constitute a material breach of this Agreement and therefore grounds for termination under other subsections.

20.1.1.3 Kraft's right to terminate pursuant to **Section 20.1.1.1** will cease after [* * *] days following the date which is the later of the date (i) upon which it has cured the breach that gave rise to Kraft's termination right pursuant to **Section 20.1.1.1** , and (ii) the date that Supplier has provided written notification that it has cured the breach.

20.1.2 **By Supplier** . In the event that Kraft fails to pay Supplier undisputed charges exceeding in the aggregate [* * *], or Kraft fails to place disputed amounts into escrow to the extent required by **Section 12.4.6** , by the specified due date and fails to cure such default within [* * *] days after Kraft's Chief Information Officer receives a notice from Supplier of such failure and Supplier's intention to terminate for failure to make such payment, Supplier may, by notice to Kraft, terminate the Term. Supplier acknowledges and agrees that **Sections 20.1.2** and **20.5** describe Supplier's sole right to terminate this Agreement or a Supplement and Supplier hereby waives any other rights it may have to terminate this Agreement or any Supplement under this Agreement.

20.2 **Termination for Convenience** .

Beginning [* * *] months after the Commencement Date of a Supplement, Kraft may terminate such Supplement, in whole or in part, with respect to all or any portion of the Services under such Supplement for convenience and without cause with effect at any time by giving Supplier at least three months' prior notice designating the termination date. If Kraft elects to terminate on this basis, Kraft shall pay to Supplier a Termination Charge calculated in accordance with the applicable Supplement. In the event that a purported termination for cause by Kraft under **Section 20.1** is determined by a competent authority not to be properly a termination for cause, then such termination by Kraft shall be deemed to be a termination for convenience under this **Section 20.2** .

20.3 **Termination Upon Supplier Change of Control** .

In the event of a change in Control of Supplier (or that portion of Supplier providing all or any material portion of the Services under this Agreement) or the Entity that Controls Supplier (if any), where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of Supplier (or that portion of Supplier providing all or any material portion of the Services under this Agreement) are acquired by any entity, or Supplier (or that portion of Supplier providing all or any material portion of the Services under this Agreement) is merged with or into another entity to form a new entity, then at any time within 12 months after the last to occur of such events, Kraft may at its option terminate the Term by giving Supplier at least 90 days' prior notice and designating a date upon which such termination shall be effective; provided, however, if such change in Control of Supplier involves a [* * *], Kraft may terminate the Term by giving Supplier at least 60 days' prior notice, and such [* * *] shall be prohibited from any contact with Kraft Data, Kraft Proprietary Information and any and all other information about the Kraft account, including discussions with Supplier Personnel regarding specifics relating to the Services. Supplier shall be entitled to [* * *], calculated in accordance with the applicable Supplement, in connection with a termination on this basis.

20.4 **Termination Upon Kraft Change of Control** .

In the event that, in a single transaction or series of transactions, Kraft acquires or is acquired by any other Entity (by stock sale, asset sale or otherwise) or merges with any other Entity, then, at any time within 12 months after the last to occur of such events, Kraft may at its option terminate the Term by giving Supplier at least 90 days prior notice and designating a date upon which such termination shall be effective. If Kraft terminates on this basis, Supplier shall be entitled to Termination Charges, calculated in accordance with the applicable Supplement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

20.5 Termination for Insolvency .

In the event that any Party (i) commences a bankruptcy case or a bankruptcy case is commenced against a Party, (ii) becomes or is declared insolvent, is the subject of insolvency or similar proceedings under state or federal law, or a receiver or similar officer or representative is appointed with respect to all or substantially all of a Party's assets, (iii) passes a resolution for its voluntary liquidation, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) enters into an agreement or arrangement for the composition, extension, or readjustment of substantially all of its obligations , or (vi) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated, then the other Party may terminate this Agreement as of a date specified in a termination notice; provided, however, that Supplier will not have the right to exercise such termination under this Section so long as Kraft pays for the Services to be received hereunder in advance on a month-to-month basis. If any Party elects to terminate this Agreement due to the insolvency of the other Party, such termination will be deemed to be a termination for cause hereunder.

20.6 [* * *] **Rights Upon** [* * *] **Bankruptcy** .

20.6.1 **General Rights** . In the event of [* * *] bankruptcy or other formal procedure referenced in **Section 20.5** or of the filing of any petition under bankruptcy laws affecting the rights of [* * *] which is not stayed or dismissed within [* * *] days of filing, in addition to the other rights and remedies set forth herein, to the maximum extent permitted by Law, subject to the qualifications in the last two sentences below, [* * *] will have the right to retain and take possession for safekeeping all [* * *] to which [* * *] and/or [* * *] are or would be entitled during the Term or upon the expiration or termination of this Agreement. [* * *] shall cooperate fully with [* * *] and [* * *] and assist [* * *] and [* * *] in identifying and taking possession of the items listed in the preceding sentence. [* * *] shall comply with [* * *] reasonable safety and security procedures, shall not have a right to access data or materials which it would not have a right to obtain under the provisions of this Agreement, and shall use reasonable efforts to avoid disruptions to [* * *] operations. [* * *] shall be excused of any failure or inability to perform [* * *] in accordance with this Agreement to the extent caused by [* * *] actions. [* * *] will have the right to hold such [* * *] until such time as the trustee or receiver in bankruptcy or other appropriate insolvency office holder can provide adequate assurances and evidence to [* * *] that they will be protected from sale, release, inspection, publication, or inclusion in any publicly accessible record, document, material or filing. [* * *] acknowledges that [* * *] has stated that without this material provision, [* * *] would not have entered into this Agreement or provided any right to the possession or use of [* * *] Agreement. [* * *] may not use its rights under this section to effect [* * *], nor will [* * *] exercise of its rights hereunder alter in any manner the pricing under the applicable Supplement. To the extent [* * *] removal of any such [* * *] impairs [* * *] ability to perform, [* * *] shall be excused pursuant to [* * *], provided that [* * *] shall retain all rights it would otherwise have under this Agreement [* * *] subject to the [* * *] under the applicable Supplement.

20.6.2 **Kraft Rights in Event of Bankruptcy Rejection** . Notwithstanding any other provision of this Agreement to the contrary, in the event that Supplier becomes a debtor under the United States Bankruptcy Code (11 U.S.C. §101 et. seq. or any similar Law in any other country (the " **Bankruptcy Code** ")) and rejects this Agreement pursuant to Section 365 of the Bankruptcy

Code (a " **Bankruptcy Rejection** "), (i) any and all of the licensee and sublicensee rights, to the extent such rights are "intellectual property rights", of Kraft and the Eligible Recipients arising under or otherwise set forth in this Agreement, including without limitation the rights of Kraft and/or the Eligible Recipients referred to in **Section 14.6** , shall be deemed, upon election by Kraft under Section 365(n)(1)(b) of the Bankruptcy Code, fully retained by and vested in Kraft and/or the Eligible Recipients as protected intellectual property rights under Section 365(n)(1)(B) of the Bankruptcy Code and further shall be deemed to exist immediately before the commencement of the bankruptcy case in which Supplier is the debtor; (ii) Kraft shall have all of the rights afforded to non-debtor licensees and sublicensees under Section 365(n) of the Bankruptcy Code; and (iii) to the extent any license or sublicense rights of Kraft and/or the Eligible Recipients under this Agreement which arise after the termination or expiration of this Agreement are determined by a bankruptcy court not to be "intellectual property rights" for purposes of Section 365(n), all of such license or sublicense rights shall remain vested in and fully retained by Kraft and/or the Eligible Recipients to the extent provided in this Agreement after any Bankruptcy Rejection as though this Agreement were terminated or expired in accordance with its terms. Kraft shall under no circumstances be required to terminate this Agreement after a Bankruptcy Rejection in order to enjoy or acquire any of its rights under this Agreement, including without limitation any of the rights of Kraft referenced in **Section 14.6** , unless termination of this Agreement or a Supplement by Kraft is required under the terms of the Agreement for Kraft to enjoy or acquire any such rights.

20.7 Critical Services .

Without limiting Kraft's rights under **Section 20.1** , if Supplier commits a material breach which has a significant impact on the ability of Kraft or the Eligible Recipients to conduct a material aspect of their businesses, and Supplier is unable to cure such breach within [* * *], Kraft may, in addition to its other remedies at law and in equity, obtain from a third party or provide for itself services which will allow Kraft or the Eligible Recipients to conduct their businesses until Supplier has cured the breach or this Agreement is terminated. Supplier shall reimburse Kraft for all costs and expenses of obtaining or providing such services, at Kraft's election, for up to [* * *] after Supplier has notified Kraft in writing that Supplier will be unable to resume performance of the affected Services, which notice may not be given until after the commencement of the breach. The express inclusion of this remedy in this **Section 20.7** does not limit Kraft's right to use a similar remedy for other breaches by Supplier of this Agreement.

21. GENERAL

21.1 Binding Nature and Assignment .

21.1.1 Binding Nature . This Agreement will be binding on the Parties and their respective successors and permitted assigns.

21.1.2 Assignment . Neither Party may, or will have the power to, assign this Agreement without the prior written consent of the other, except in the following circumstances:

21.1.2.1 Kraft may assign its rights or obligations under this Agreement, in whole or in part, without approval of Supplier, to an Affiliate which expressly assumes Kraft's obligations and responsibilities hereunder, provided Kraft (i) remains fully liable for and is not relieved from the full performance of its obligations under this Agreement, and (ii) provides Supplier prompt written notice of the assignment; and

21.1.2.2 Kraft may assign its rights and obligations under this Agreement, in whole or in part, without the approval of Supplier to an Entity acquiring, directly or indirectly, Control of Kraft, an Entity into which Kraft is merged, or an Entity acquiring all or substantially all of Kraft's assets, provided the acquirer or surviving Entity agrees in writing to be bound by the terms and conditions of this Agreement.

21.1.2.3 Supplier may assign its rights or obligations under this Agreement, in whole or in part, without approval of Kraft, to an Affiliate which expressly assumes Supplier's obligations and responsibilities hereunder, provided Supplier (i) remains fully liable for and is not relieved from the full performance of its obligations under this Agreement, and (ii) provides Kraft written notice of the assignment.

21.1.3 Impermissible Assignment . Any attempted assignment that does not comply with the terms of this Section shall be null and void.

21.2 Entire Agreement; Amendment .

This Agreement, including any Supplements, Schedules and Exhibits referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements, representations, warranties, promises, covenants, commitments or undertaking, whether written or oral, with respect to the subject matter contained in this Agreement. No amendment, modification, change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver, or discharge is sought to be enforced.

21.3 Notices .

21.3.1 Primary Notices . Any notice, notification, request, demand or determination provided by a Party pursuant to the following:

(1) **Section 4.4** (Termination Assistance Services);

(2) **Section 4.5.1** (Use of Third Parties – Right of Use);

(3) **Section 6.7** (Notice of Defaults);

(4) **Section 7.7** (Notice of Adverse Impact);

(5) **Section 11.6** (Extraordinary Events);

(6) **Section 13.4.4** (Loss of Proprietary Information);

(7) **Sections 17.5** (Indemnification Procedures);

(8) **Section 17.6** (Indemnification Procedures – Government Claims);

(9) **Section 18.2** (Force Majeure);

(10) **Section 18.3.5** (Waiver of Liability Cap);

(11) **Article 19** (Dispute Resolution);

(12) **Article 20** (Termination); and

(13) **Section 21.1** (Binding Nature and Assignment);

shall be in writing and shall be delivered in hard copy using one of the following methods and shall be deemed delivered upon receipt: (i) by hand, (ii) by an express courier with a reliable system for tracking delivery, or (iii) by registered or certified mail, return receipt requested, postage prepaid. Unless otherwise notified, the foregoing notices shall be delivered as follows:

In the case of Kraft:

Kraft Foods Group, Inc.
Three Parkway North
Deerfield, Illinois 60015
Attention: Vice President Information Systems, Operations Services

With a copy to:
Kraft Foods Group, Inc.
Three Parkway North
Deerfield, Illinois 60015
Attention: Senior Counsel – Corporate and Business Services

and

In the case of Supplier:
EDS Enterprise Client Executive
Three Lakes Drive
Northfield, Illinois 60093
Attention:

With a copy to:
Office of the General Counsel
5400 Legacy Drive
Plano, TX 75024
Attention: General Counsel

With a copy to:
5400 Legacy Drive
Plano, TX 75024
Attention: Vice President/General Manager of US Region

21.3.2 **Other Notices** . All notices, notifications, requests, demands or determinations required or provided pursuant to this Agreement, other than those specified in **Section 21.3.1** , may be sent in hard copy in the manner specified in **Section 21.3.1** , or by e-mail transmission (where receipt is acknowledged by the recipient) or facsimile transmission (with acknowledgment of receipt from the recipient's facsimile machine) to the addresses set forth below:

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

In the case of Kraft:

Kraft Foods Group, Inc.
Three Parkway North
Deerfield, Illinois 60015
Attention: Mike Cunningham, CTO
Email Address: mike.cunningham@kraftfoods.com

and

In the case of Supplier:

EDS Enterprise Client Executive
Three Lakes Drive
Northfield, Illinois 60093
Attention:

21.3.3 **Notice of Change** . A Party may from time to time change its address or designee for notification purposes by giving the other prior notice of the new address or designee and the date upon which it shall become effective.

21.3.4 **Service of Process** . Notwithstanding the above, for the purpose of service of legal process and receipt of notice or pleadings in judicial proceedings before the federal or state courts of Illinois, both Parties to this Agreement irrevocably appoint the company below as their agent for service of process and receipt of such notice or notification, and further elect domicile at the address of said company in Chicago, Illinois, as follows:

In the case of Kraft:

CT Corporation System
208 South LaSalle Street
Chicago, IL 60604

With a copy to:

Kraft Foods Group, Inc.
Three Parkway North
Deerfield, Illinois 60015
Attention: Chief Litigation Counsel

and

In the case of Supplier:

Office of the General Counsel
5400 Legacy Drive
Plano, TX 75024
Attention: General Counsel

With a copy to:

The Prentice-Hall Corporation System, Inc.
33 North LaSalle Street
Chicago, Illinois 60602

21.4 Counterparts .

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.

21.5 Headings .

The article and section headings and the table of contents used herein are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

21.6 Relationship of Parties .

Supplier, in furnishing services to Kraft and the Eligible Recipients hereunder, is acting as an independent contractor, and Supplier has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Supplier under this Agreement. The relationship of the Parties under this Agreement shall not constitute a partnership or joint venture for any purpose. Except as expressly provided in this Agreement, Supplier is not an agent of Kraft or the Eligible Recipients and has no right, power or authority, expressly or impliedly, to represent or bind Kraft or the Eligible Recipients as to any matters, except as expressly authorized in this Agreement.

21.7 Severability .

In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision shall be valid and enforceable to the full extent permitted by law.

21.8 Consents and Approval .

Except where expressly provided as being in the sole discretion of a Party, where agreement, approval, acceptance, consent, confirmation, notice or similar action by either Party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement shall not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

21.9 Waiver of Default; Cumulative Remedies .

21.9.1 Waiver of Default . A delay or omission by either Party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. All waivers must be in writing and signed by the Party waiving its rights.

21.9.2 Cumulative Remedies . All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise. The election by a Party of any remedy provided for in this Agreement or otherwise available to such Party shall not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract or otherwise.

21.10 Survival .

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement will survive the expiration or termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.

21.11 Publicity.

Neither Party shall use the other Party's name or mark or refer to the other Party directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement, including in any promotional or marketing materials, customer lists or business presentations without the prior written consent of the other Party prior to each such use or release. Neither party shall make any public statements about this Agreement, the Services or its relationship with the other Party without the other Party's prior approval.

21.12 Service Marks .

Each Party agrees that it shall not, without the other Party's prior consent, use any of the names, service marks or trademarks of the other Party in any of its advertising or marketing materials.

21.13 Export .

The Parties acknowledge that certain Software and technical data to be provided hereunder and certain transactions hereunder may be subject to export controls under the laws and regulations of the United States, the European Union, the United Nations and other jurisdictions. No Party shall export or re-export any such items or any direct product thereof or undertake any transaction or service in violation of any such laws or regulations. To the extent within Supplier's control, Supplier shall be responsible for, and shall coordinate and oversee, compliance with such export laws in respect of such items exported or imported hereunder. To the extent within Kraft's control, and not in Supplier's control, Kraft shall be responsible for, and shall coordinate and oversee, compliance with such export laws in respect of such items exported or imported hereunder. Kraft will provide to Supplier prior written notice of any of the Kraft Data, Kraft Owned Software or Kraft Third Party Licensed Software or any other item provided by Kraft that will be used or accessed by Supplier outside of the United States in providing the Services which is controlled for export under the International Traffic in Arms Regulations or is classified for

export from the United States under any classification other than EAR99. Supplier will be the importer of record of any items for which import is required for delivery of any portion of the Services outside the United States and for maintaining such records as may be necessary or required as importer to comply with such Laws unless, (1) at Kraft's option, which may be exercised on a case by case basis, Kraft notifies Service Provider that Kraft will be the importer of record or (2) Supplier is not able to be the importer of record (such as where Supplier does not have a legal entity in place, or does not own the equipment being shipped) and Kraft can be the importer of record.

21.14 Enforcement and Third Party Beneficiaries .

Kraft shall have the right to enforce this Agreement and to assert all rights and exercise and receive the benefits of all remedies, including monetary damages, on behalf of each Eligible Recipient to the same extent as if such Eligible Recipient were Kraft under this Agreement. Except as expressly provided herein, this Agreement is entered into solely between, and may be enforced only by, Kraft (on behalf of itself and the other Eligible Recipients) and Supplier (on behalf of itself and the Supplier Affiliates). Except as expressly provided herein, this Agreement shall not be deemed to create any rights or causes of action in or on behalf of any third parties, including without limitation employees, suppliers and customers of a Party, or to create any obligations of a Party to any such third parties. Kraft is responsible for: (i) causing each Eligible Recipient to comply with the provisions of this Agreement where to the extent that Supplier performs the Services for Eligible Recipients, and (ii) payment of all of Supplier's Charges hereunder (including those that may be invoiced to an Eligible Recipient). Supplier shall first look to the Eligible Recipient that has been invoiced for payment under such invoice, provided that Kraft will be responsible for payment should the Eligible Recipient fail to pay such amounts when due.

21.15 Covenant Regarding Pledging .

Supplier may assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from Kraft under this Agreement, provided that Supplier shall ensure that (a) no Entity to which Supplier assigns, transfers, pledges, hypothecates or otherwise encumbers its rights to receive payments hereunder shall have any right to enforce the terms of this Agreement, except for its right to collect such payments from Kraft or the Eligible Recipients in accordance with the terms and conditions of this Agreement, (b) any Entity to which Supplier assigns, transfers, pledges, hypothecates or otherwise encumbers its rights to receive payments hereunder shall not be entitled to approve any amendment, modification or termination of this Agreement, (c) any such transaction shall not limit Supplier's rights to amend, modify or terminate this Agreement in accordance with the terms hereof and (d) Supplier shall continue to be Kraft's sole point of contact with respect to this Agreement, including with respect to payment, subject to a third party's right to collect payment owed hereunder as provided above. The person or Entity to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered shall only be able to exercise the collection right referenced in clause (a) above if Kraft fails to pay Supplier for amounts due hereunder, other than amounts disputed by Kraft pursuant to **Section 12.4** (including amounts where the dispute has been resolved through the dispute resolution process described in **Article 19**).

21.16 Order of Precedence .

In the event of a conflict, this amended MPSA shall take precedence over (a) the Schedules, and the Schedules shall take precedence over any Attachments or attached Exhibits, and (b) any Supplement, and Supplements shall take precedence over the Schedules, Attachments and Exhibits to such Supplement, except for any term specifically identified as superseding the terms of this Agreement, which term shall control over this Agreement for that Supplement, Attachment or Exhibit only.

21.17 Hiring of Employees .

21.17.1 Solicitation and Hiring . Except as expressly set forth herein, during the Term and for a period of 12 months thereafter, Supplier will not solicit for employment directly or indirectly, nor employ, any employees of Kraft or an Eligible Recipient or individual Kraft Third Party Contractors involved in the performance or consumption of the Services, or who become known to the Supplier in connection with Supplier's performance of the Services (unless Supplier is not aware and should not have been reasonably expected to be aware that the employer of the individual is a Kraft Third Party Contractor) without the prior approval of Kraft. Except as expressly set forth herein in connection with the expiration or termination of this Agreement, during the Term and for a period of 12 months thereafter, Kraft will not, and will not permit any Kraft Affiliate to, solicit for employment directly or indirectly, nor employ, any employee of Supplier involved in the performance of Supplier's obligations under a Supplement without the prior consent of Supplier. In each case, the prohibition on solicitation and hiring shall extend 90 days after the termination of the employee's employment or, in the case of Supplier employees, the cessation of his or her involvement in the performance of Services under the applicable Supplement. This provision shall not operate or be construed to prevent or limit any employee's right to practice his or her profession or to utilize his or her skills for another employer or to restrict any employee's freedom of movement or association.

21.17.2 Publications . Neither the publication of classified advertisements in newspapers, periodicals, Internet bulletin boards, or other publications of general availability or circulation nor the consideration and hiring of persons responding to such advertisements shall be deemed a breach of this **Section 21.17** , unless the advertisement and solicitation is undertaken as a means to circumvent or conceal a violation of this provision and/or the hiring party acts with knowledge of this hiring prohibition.

21.18 Further Assurances .

Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each Party shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

21.19 Liens .

Other than judgment liens that Supplier has obtained in a court of competent jurisdiction, Supplier will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of Kraft or any Eligible Recipient. In the event that any such liens arise as a result of Supplier's action or inaction, Supplier will obtain a bond to fully satisfy such liens or otherwise remove such liens (other than judgment liens mentioned in the previous sentence) at its sole cost and expense within 10 business days. If Supplier fails to do so, Kraft may, in its sole discretion, pay the amount of such lien, and/or deduct such amounts from payments due to the Supplier.

21.20 Covenant of Good Faith .

Each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

21.21 Notice of [* * *] **Condition** .

[* * *] shall, within fourteen (14) days after obtaining actual knowledge of the occurrence of a [* * *], provide notice to [* * *] of the occurrence of such [* * *]. Promptly following the date [* * *] receives such notice, senior executives of the Parties shall meet to discuss [* * *] condition and its ability to continue to perform its obligations hereunder. For the purposes of this **Section 21.21** , "[* * *]" means (1) any [* * *] of the long term [* * *] of [* * *] below [* * *] or [* * *], or (2) the failure of [* * *] to have a [* * *] from both [* * *].

21.22 Acknowledgment .

The Parties each acknowledge that the terms and conditions of this Agreement have been the subject of active and complete negotiations, and that such terms and conditions should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

21.23 References .

Supplier may only use Kraft as a reference for prospective Supplier customers if Supplier obtains the advance approval of the Kraft Contract Manager. If Kraft consents to serving as a reference, Kraft will be entitled to freely discuss all aspects of Supplier's performance and Kraft's satisfaction with such performance with prospective Supplier customers.

21.24 Matters Relating to Spin-Off.

21.24.1 Reserved

21.24.2 Reserved

21.24.3 Sunset of Legacy Services and Services for the Grocery Business. To the extent there are any Continuing Legacy Services, such Continuing Legacy Services will be deemed to continue under the terms of the Legacy Agreement except for those terms for which there is a corresponding provision under this Agreement; provided, however, that such Continuing Legacy Services will continue only until (a) the original expiration date of those Services under the Legacy Agreement or (b) the Parties agree to a Supplement under this Agreement with respect to such Continuing Legacy Services. Except as provided in the preceding sentence, from and after the GroceryCo Start Date, Supplier will not have any obligation to perform under this Agreement: (i) any of the Services that are not covered by this Agreement (which includes any Supplement or other associated document under this Agreement); (ii) any of the Services under a Supplement to this Agreement that has been assigned or novated to GroceryCo to reside under the GroceryCo MPSA; or (iii) any of the Services under that certain Supplement A (for hosting services) to the GroceryCo MPSA; provided that neither clause (ii) nor clause (iii) will relieve Supplier from its obligations to perform Services under this Agreement.

21.24.4 No Liability for Grocery Business . From and after the GroceryCo Start Date, Kraft and its Eligible Recipients shall not be liable under this Agreement, under any agreements entered into in connection with this Agreement, or under any companion agreements of GroceryCo or its Affiliates, in each case for any obligations (regardless of when the obligations arose) relating to GroceryCo and its Affiliates, except to the extent that GroceryCo or its Affiliates are receiving Services under this Agreement as an Eligible Recipients after the GroceryCo Start Date (e.g.,

Network Services). In addition, from and after the GroceryCo Start Date, Kraft and its Eligible Recipients shall not be liable for any obligations (regardless of when the obligations arose) of GroceryCo and its eligible recipients under the GroceryCo MPSA, under any agreements entered into in connection with the GroceryCo MPSA, or under any companion agreements of GroceryCo or its Affiliates.

21.24.5 **Liability for Obligations Related to Snack Business.** Except as set forth above in **Section 21.24.4** and the remainder of this **Section 21.24.5** , and notwithstanding any actions contemplated by the Spin-Off Amendment, Kraft and its Eligible Recipients shall remain liable for the obligations of Kraft and its Eligible Recipients under this Agreement and their respective Companion Agreements. In addition, effective upon the GroceryCo Start Date, the Parties agree to allocate accrued obligations and liabilities that have accrued as of the GroceryCo Start Date as follows:

21.24.5.1 All obligations and liabilities of the Parties that have accrued under this Agreement before the GroceryCo Start Date related to the Snack Business shall be deemed to be incurred subject to and pursuant to this Agreement, and the Parties hereby ratify that such obligations and liabilities will be subject to the terms of the amended and restated version of this Agreement that becomes effective on the GroceryCo Start Date.

21.24.5.2 All obligations and liabilities of the Parties that have accrued before the GroceryCo Start Date related to the Grocery Business shall be deemed to be incurred subject to and pursuant to GroceryCo MPSA, and will be subject to the terms of the GroceryCo MPSA.

21.24.5.3 For the avoidance of doubt, for purposes of applying **Section 19.8** (Expiration of Claims) under this Agreement to obligations and/or liabilities that have accrued under this Agreement before the GroceryCo Start Date, the accrual date for any obligation or liability described in **Sections 21.24.5.1** and **21.24.5.2** , shall be the actual accrual date of such obligation or liability, rather than the GroceryCo Start Date.

21.24.6 **Reserved.**

21.24.7 **No Duplication of Damages** . Notwithstanding anything to the contrary in this Agreement, neither Kraft and its Eligible Recipients, on the one hand, nor Supplier and its Affiliates, on the other hand, shall be entitled to recover any damages or Losses under the GroceryCo MPSA and its Companion Agreements (as defined in the GroceryCo MPSA) or this Agreement and its Companion Agreements, in each case to the extent such Party has already recovered for such damages or Losses pursuant to one of those agreements, or such Party is otherwise compensated for such damages or Losses under one of those agreements.

21.24.8 **GroceryCo MPSA Amendments.** No amendment to the GroceryCo MPSA or its Companion Agreements (as defined in the GroceryCo MPSA) shall have any force or effect with respect to this Agreement.

SIGNATURE PAGE FOLLOWS

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

KRAFT FOODS GROUP, INC.	**HP ENTERPRISE SERVICES, LLC**
By: /s/ Mark Dajani	By: /s/ Kevin Johnson
Name: Mark Dajani	Name: Kevin Johnson
Title: Senior Vice President	Title: Vice President
Date:	Date:

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

SCHEDULE 1

DEFINITIONS

References to the preamble, articles, sections, schedules and exhibits in this **Schedule 1** are to the preamble, Articles and Sections of, and Schedules and Exhibits to, the Agreement unless otherwise specified. As used in this Agreement:

" **Acceptance** " shall mean the determination, in Kraft's sole reasonable discretion, following implementation, installation, testing and execution in the production environment for an agreed upon number of business cycles that Software, Equipment, Systems and/or other contract deliverables are in Compliance in all material respects with the Specifications.

" **Acquired Assets Credit** " shall mean the amount (if any) set forth on the applicable Supplement that Supplier will pay to Kraft as consideration for the Acquired Assets.

" **Acquired Assets** " shall mean the Equipment, Software and other assets (if any) owned or controlled by Kraft or the Eligible Recipients and listed on the applicable Supplement that Supplier will acquire pursuant to the terms of this Agreement.

" **Actual Uptime** " shall mean shall mean the measurement of time that a particular System, Application, Software, Equipment, Network or any other part of the Services is actually available during the Measurement Window, and such measurement will be calculated by subtracting Downtime from the Scheduled Uptime.

" **Actual Volumes** " means, for each Resource Unit during each applicable measurement period, the actual volume of that Resource Unit measured for that period in accordance with the applicable Supplement.

" **Additional Resource Charge(s)** " or " **ARC(s)** " means, for any Billable Resource Unit, the incremental charge payable by Kraft to Supplier based on the amount by which the Actual Volume of such Billable Resource Unit exceeds the Resource Baseline for such Billable Resource Unit.

" **Affected Contractors** " means the Affected Personnel who are contractors.

" **Affected Kraft Foods Global Personnel** " means the Kraft Personnel who are identified in the applicable Supplement, including all of the individuals listed in the applicable Supplement.

" **Affected Personnel** " means the Affected Kraft Foods Global Personnel " **Affiliate** " shall mean with respect to any Entity, any other Entity that directly or indirectly Controls, is Controlled by or under common Control with such Entity at the time in question.

" **Agreement** " shall have the meaning given in the preamble to this Agreement.

" **AICPA Auditors** " shall have the meaning given in **Section 9.10.9.1** .

" **Allocation of Pool Percentage** " shall mean the portion of the Pool Percentage Available for Allocation that is specified for a Performance Category. The total of all Allocation of Pool Percentages shall not exceed the Pool Percentage Available for Allocation.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Altria** ” shall mean Altria Group, Inc., a Virginia corporation with its principal place of business at 120 Park Avenue, New York, New York 10017.

“ **Applicable Regulatory Authority** ” shall mean, in the United States, the Federal Communications Commission (the “ **FCC** ”) or comparable national, territorial, regional, state, provincial or local regulatory bodies of competent jurisdictions and in geographic regions other than the United States from, to or in which the Services are provided, comparable national, territorial, regional, state, provincial or local regulatory authorities.

“ **Application Server(s)** ” shall mean Wintel Servers, AIX Servers, LINUX Servers, UNIX Servers, and AS/400 Servers.

“ **Applications Software** ” or “ **Applications** ” shall mean Software that is used to support day-to-day business operations and accomplish specific business objectives.

“ **ARC Rate** ” means, in relation to each Billable Resource Unit, the amount specified as the “ARC Rate” for that Billable Resource Unit on the applicable Supplement, as adjusted pursuant to the applicable Supplement.

“Asset Inventory and Management System ” shall mean an electronic, database-driven application used to store, query, and frequently update asset inventory information for all assets used in association with the Services, whether the assets are located at Kraft Sites or Supplier Facilities.

“ **At Risk Amount** ” shall have the meaning given in the applicable Supplement.

“ **Audit Period** ” shall have the meaning given in **Section 9.10.1** .

“ **Authorized Users** ” shall mean users of Services within and outside of Kraft including, but not limited to, Kraft employees, vendors, customers and contractors.

“ **Availability** ” shall mean the Actual Uptime expressed as a percentage of the Scheduled Uptime for a particular System, Application, Software, Equipment, Network, or any other part of the Services (i.e. Availability % = ((Actual Uptime)/(Scheduled Uptime)) x 100%). Where Systems are redundant, the outage of one System will not be counted against Availability provided service is not disrupted.

“ **Bankruptcy Code** ” shall have the meaning given in **Section 20.6.2** .

“ **Bankruptcy Rejection** ” shall have the meaning given in **Section 20.6.2** .

“ **Baseline FTEs** ” shall have the meaning given in **Section 4.6.1.1** .

“ **Benchmark Standard** ” shall have the meaning given in **Section 11.10.3** .

“ **Benchmarker** ” shall have the meaning given in **Section 11.10.1** .

“ **Benchmarking** ” shall have the meaning given in **Section 11.10.1** .

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Billable Resource Unit** ” means, in relation to each Resource Unit that is requested or approved by Kraft or is generated by Kraft’s business activity and identified as a “Billable Resource Unit” on the applicable Supplement, for which distinct charging rates or other charging mechanisms apply.

“ **Brazilian Affected Personnel** ” shall have the meaning given in **Section 8.1.1.6.2** .

“ **Business Continuity (Services)** ” shall mean the overall, company-wide plans and activities that are intended to enable continued business operation in the event of any unforeseen interruption.

“ **Cable Plant** ” in all forms whether capitalized or not shall mean the physical Cables and Wires that make up the Network infrastructure.

“ **Cabling** ” or “ **Cable** ” shall mean cables that come with ends that permit the physical connection between Equipment and a wall jack or patch panel, including physical cabling media, peripheral cabling used to interconnect electronic equipment and all terminating hardware and cross connect fields, but not including conduits and pathways.

“ **Calls** ” shall mean the problems, questions, or requests submitted to the Supplier by telephone, electronically, or other means approved by Kraft.

“ **Cause** ” shall mean (i) material breach of any agreement entered into between the employee and Supplier; (ii) material misconduct; (iii) material or repeated failure to follow Supplier’s policies, directives or orders applicable to Supplier employees holding comparable positions; (iv) intentional destruction or theft of Supplier property or falsification of Supplier documents; (v) material or repeated failure or refusal to faithfully, diligently, and competently perform the usual and customary duties associated with your position; (vi) conviction of a felony or any crime involving moral turpitude; or (vii) material or repeated violation of the Supplier Code of Business Conduct.

“ **CEEMA Core Authorized Users** ” shall mean users of CEEMA Core Services within a CEEMA Core Location including, but not limited to, Kraft employees, vendors, customers and contractors.

“ **CEEMA Core Equipment** ” shall mean all computing, networking, communications and related computing equipment (hardware and firmware) procured, provided, operated, supported, or used by Kraft, Supplier or Authorized Users in connection with the delivery of CEEMA Core Services, including (i) mainframe, midrange, server and distributed computing equipment and associated attachments, features, accessories, peripheral devices, and cabling, (ii) personal computers, laptop computers, terminals, workstations and associated attachments, features, accessories, printers, multi-functional printers, peripheral devices, and cabling, utilized by Supplier, its employees, contractors and consultants and (iii) voice (VOIP), data, and wireless telecommunications and network and monitoring equipment and associated attachments, features, accessories, peripheral devices, and cabling.

“ **CEEMA Core Location** ” shall mean a Kraft Site in CEEMA that is designated in **Schedule 7** or **7.1** or the applicable Supplement as receiving only CEEMA Core Services from the Supplier.

“ **CEEMA Core Server(s)** ” shall mean all Wintel Servers, AIX Servers, LINUX Servers, UNIX Servers, and AS/400 Servers located in Supplier’s Facilities, and all Servers supporting Kraft’s electronic messaging environment (e.g. Exchange) and Servers providing Active Directory, DNS, DHCP & WINS capabilities to Kraft that are located in a CEEMA Core Location.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

" **CEEMA Core Services** " shall mean, collectively: (i) the services, functions and responsibilities provided by Supplier in Support of CEEMA Core Equipment and Cross Functional Services as described in the applicable Supplement for the delivery of Services to CEEMA Core Locations including specifically identified CEEMA Core Transition Services and Transformation; as they may be supplemented, enhanced, modified or replaced during the Term in accordance with the Agreement; (ii) any ongoing Projects required to be performed as specifically described in this Agreement and any new Projects upon Kraft's acceptance of Supplier's proposals for such Projects in accordance with **Section 4.6** and the other provisions of this Agreement; and (iii) any New Services to be provided at CEEMA Core Locations, upon Kraft's acceptance of Supplier's proposal for such New Services in accordance with **Section 11.5** and the other provisions of this Agreement. For the avoidance of doubt, when the phrase "utilizing Kraft global processes" is used in the applicable Supplement, Supplier will provide the Service for CEEMA Core Locations using the same processes and tools that exist and are used to provide the Services to Kraft under the Agreement. Unless otherwise specified, Supplier will not be required to create unique processes or tools for CEEMA Core Services.

" **CEEMA Core Software** " shall mean all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto), to the extent that Supplier has financial or operational responsibility for such programs or programming in connection with the provision of CEEMA Core Services, in accordance with **Schedule 11.1** , **12.1** or **12.3** or the applicable Supplement. CEEMA Core Software also shall include all such programs or programming in use or required to be used, developed and/or introduced by or for Kraft or the Eligible Recipients for Core Services on or after the CEEMA Core Services Commencement Date to the extent Supplier has financial or operational responsibility for such programs or programming under **Schedule 11.1** , **12.1** or **12.3** or the applicable Supplement. CEEMA Core Software includes all Applications, Development Tools, Management Tools and Systems Software that is installed on CEEMA Core Equipment, or utilized by Supplier to provide CEEMA Core Services.

" **Change Control Procedures** " shall have the meaning given in **Section 9.6.1** .

" **Charges** " shall mean the amounts set forth in **Article 11** and the applicable Supplement (or otherwise set forth in the Agreement) as charges due to the Supplier in return for providing the Services, including the applicable taxes payable under **Section 11.4** .

" **Collaborative Applications** " shall mean Applications containing functionality to enable electronic communication and messaging, work group collaboration, information transfers, frequently asked questions, and similar Applications that allow collaborative interaction and receipt/transfer of data and information both within and outside of Kraft. Examples of current and/or future Collaborative Applications include electronic mail, calendaring, and instant messaging.

" **Commencement Date** " means the applicable Supplement Commencement Date for the particular Services as designated in the applicable Supplement. For Supplement A to this Agreement, the Commencement Date shall mean the commencement date for Supplement A under the Legacy Agreement, regardless whether such date is prior to the GroceryCo Start Date. For other Services under this Agreement that are not covered by a Supplement and which were previously provided under the Legacy Agreement (and are made part of the Services pursuant to the terms of the Spin-Off Amendment), the Commencement Date shall mean the commencement date of the Legacy Agreement, regardless whether such date is prior to the GroceryCo Start Date.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Commercial Off The Shelf** ” or “ **COTS** ” shall mean Equipment or Software, as applicable, that is generally available to the public.

“ **Companion Agreement** ” shall have the meaning given in **Section 2.3.1 .**

“ **Compliance** ” and “ **Comply** ” shall mean, with respect to outsourced business process(es), Software, Equipment, Systems or other contract deliverables to be implemented, designed, developed, delivered, integrated, installed and/or tested by Supplier, in compliance in all material respects with the Specifications.

“ **Conferencing (Services)** ” shall mean the provision of audio, web and video conferencing services for Authorized Users as described in the Agreement.

“ **Conferencing Premise Equipment** ” shall mean the Equipment, features, accessories, and peripherals supported or used by Supplier in connection with its provision of Conferencing Services to the Authorized Users, including control computers, audio, web and video conferencing bridges, muxes, multi-point bridging equipment, and associated diagnostic equipment, and all additions, modifications, substitutions, Upgrades or enhancements to such Equipment.

“ **Conferencing Premise System** ” shall mean the Conferencing Premise Equipment and associated Software supported or used by Supplier in connection with its provision of Conferencing Services.

“ **Connectivity** ” shall mean the ability to electronically access and exchange data, voice, and/or video electronic impulses between various infrastructure components and with external sources as approved by Kraft and provided to Authorized Users.

“ **Consumption-Based Resource Unit** ” means the Billable Resource Units for which Kraft’s charge is calculated on a specific unit of consumption, and not on a monthly basis, such as FTE hours or telecom minutes usage.

“ **Continuing Legacy Services** ” means, to the extent the Parties have not entered into any of the following Supplements pursuant to either this MPSA, as amended as of the GroceryCo Start Date, or the GroceryCo MPSA, by the GroceryCo Start Date, such corresponding Services under the Legacy Agreement for which a Supplement has not been entered into by the Parties under this Agreement:

(a) **Supplement G-SnackCo** (EUC Hardware),

(b) **Supplement H-SnackCo** (Network),

(c) **Supplement I-SnackCo** (CEEMA Arrow Services),

(d) **Supplement J-SnackCo** (Elite Software Agreement),

(e) **Supplement B-GroceryCo** (EUC Hardware), and

(f) **Supplement C-GroceryCo** (Elite Software Agreement).

“ **Contract Changes** ” shall have the meaning given in **Section 11.1.5** .

“ **Contract Records** ” shall have the meaning given in **Section 9.10.1** .

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Contract Year** ” shall mean, for the first Contract Year, a period commencing on the GroceryCo Start Date and ending on December 31 of the same calendar year and, for each ensuing Contract Year, a 12 month period commencing on January 1 and ending on December 31 (or, if earlier, on the last day of the Term). If any Contract Year is less than 12 months, the rights and obligations under this Agreement that are calculated on a Contract Year basis will be proportionately adjusted for such shorter period.

“ **Control** ” and its derivatives shall mean: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) more than 50% of the aggregate of all voting equity interests in an Entity, or (ii) equity interests having the right, in the event of dissolution, to more than 50% of the assets of an Entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to control, directly or indirectly, the management or direction of the Entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an Entity (or one of its Affiliates) of the position of sole general partner.

“Core Service Commencement Date” shall mean the date in which the Transition to Core Services is made effective for a particular Kraft country or Core Location.

“ **Course** ” shall have the meaning given in **Section 8.2.7** .

“ **Critical Affected Personnel** ” shall mean those individuals identified in the applicable Supplement as critical to the ongoing success of Supplier’s delivery of information technology services to Kraft and the Eligible Recipients. For those countries where the Critical Affected Personnel are not designated as of the Effective Date, Kraft shall designate by the Commencement Date (or in the case of such individuals in Deferred Countries, at least by the date that Supplier is required to make offers to those individuals pursuant to **Section 8.1.1.1)** no more than fifteen percent (15%) of the Affected Personnel as Critical Affected Personnel, provided that the total number of Critical Affected Personnel who are contractors cannot exceed five percent (5%) of the number of Affected Personnel who are contractors.

“ **Critical Deliverables** ” shall mean those milestone activities and deliverables identified in the applicable Supplement that have associated Deliverable Credits payable to Kraft in the event Supplier fails to deliver such deliverables in accordance with the applicable Supplement.

“ **Critical Service Level** ” shall mean those Service Levels established under the applicable Supplement for which a Service Level Credit may be payable. Critical Service Levels are identified in the applicable Supplement and are described in the applicable Supplement. Each Critical Service Level has an Expected Service Level and a Minimum Service Level associated with it unless otherwise specified. It is the intent of the Parties that all Critical Service Levels shall be quantifiable, measurable, and objective.

“ **Cross Functional Services”** shall mean those Services described in the applicable Supplement and statement of work as “Cross Functional” Services.

“ **Deferred Countries** ” shall mean all countries other than the United States and Canada.

“ **Deliverable Credits** ” shall have the meaning given in **Section 7.2.2** .

“ **Derivative Work** ” shall mean a work based on one or more preexisting works, including a condensation, transformation, translation, modification, expansion, or adaptation, that, if prepared without authorization of the owner of the copyright of such preexisting work, would constitute a copyright infringement under applicable Law, but excluding the preexisting work.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Developed Materials** ” shall mean any Materials, or any modifications, enhancements or Derivative Works thereof, developed by or on behalf of Supplier for Kraft or the Eligible Recipients as a result of or as part of the Services excluding Materials developed at Supplier’s leveraged facilities for Supplier’s customers generally and not specifically for Kraft.

“ **Development Tool** ” shall mean all Software that is used in the development, testing, deployment and maintenance of Applications.

“[* * *]” shall mean the Entities identified in **Schedule 24.1** , as well as their successors and assigns, as such list of Entities may be modified by Kraft from time to time, including any divested portions of companies identified in **Schedule 24.1 .** Kraft may add to **Schedule 24.1** other similar companies that may be created in the future, subject to Supplier’s approval. Kraft acknowledges that [* * *] will not be considered a [* * *].

“ **Direct Supplier Competitor** ” shall mean the Entities identified in **Schedule 24.2** .

“ **Directed Employee Period** ” shall have the meaning given in **Section 8.14** .

“ **Directed Employee** ” shall have the meaning given in **Section 8.14** .

“ **Disaster Recovery (Services)** ” shall mean the specific activities related to continued provisioning of the Services in the event of an unforeseen interruption. Disaster Recovery activities include support and coordination with the Business Continuity Services as described in the Disaster Recovery Plan.

“ **Disaster Recovery Plan** ” shall mean the plan for recovering data, systems and services in the event of a disaster and for continuing the performance of the Services.

“ **Downtime** ” shall mean the period of time that a particular System, Application, Software, Equipment, Network, or any other part of the Services is not available during the Measurement Window. During a switchover, the architected switchover time will not be counted towards Downtime; however, the Downtime encountered prior to making the decision to cut over will be counted against Availability. Maintenance Downtime shall not be counted towards Downtime.

“DSD Device” shall have the meaning given in the applicable Supplement.

“ **Earnback** ” shall mean the methodology used to determine the potential elimination of a Service Level Credit as described in the applicable Supplement.

“ **ECS Services** ” shall mean enterprise cloud services offered by Supplier, which if included under this Agreement shall be subject to its own Supplement.

“ **EDS** ” means “HP Enterprise Services, LLC”.

“ **Effective Date** ” shall mean Supplement Effective Date for the applicable Supplement, except with respect to the **Preamble** , **Sections 3.1** , **9.5.1** , **9.5.2** , **15.5.1** , **17.1.5** and the “IN WITNESS WHEREOF” clause at the end of the MPSA where Effective Date shall mean the Effective Date of the MPSA.

" **Eligible Recipients** " shall mean, collectively, and to the extent such Entity is receiving Services under this Agreement, the following:

(a) Kraft;

(b) any Entity that is an Affiliate of Kraft on the Effective Date, or thereafter becomes an Affiliate of Kraft;

(c) any Entity that purchases after the Effective Date from Kraft or any Affiliate of Kraft, all or substantially all of the assets of Kraft or such Affiliate, or of any division, marketing unit, business unit, administrative unit, or manufacturing, research or development facility thereof, provided that such Entity agrees in writing to be bound by the terms and conditions of this Agreement;

(d) any Entity that after the Effective Date is created using assets of Kraft or any Affiliate of Kraft, provided that such Entity agrees in writing to be bound by the terms and conditions of this Agreement;

(e) any Entity into which Kraft or any Affiliate of Kraft merges or consolidates, provided that such Entity has assumed Kraft's obligations under this Agreement, and provided further that such Entity agrees in writing to be bound by the terms and conditions of this Agreement;

(f) any Entity which merges into or consolidates with Kraft or any Affiliate of Kraft;

(g) any Entity, including any corporation, joint venture, or partnership, in which on or after the Effective Date, Kraft or any Affiliate of Kraft has an ownership interest and/or as to which Kraft or such Affiliate has management or operational responsibility by law or contract;

(h) any customer of an Eligible Recipient identified in clauses (a) through (h) above, or an Entity to which such an Eligible Recipient is a contractor, but only in connection with the provision of products or services by such Eligible Recipient to such customer;

(i) any person or Entity providing outsourcing services to Kraft or any Eligible Recipient, but only in connection with the provision of such outsourcing services to Kraft or such Eligible Recipient; and

(j) other entities to which the Parties agree.

Except as used in **Sections 17.1 , 17.3 , 17.4 , 17.5** , and **17.6** , Eligible Recipients shall include the employees, contractors, subcontractors, agents and representatives, but only in their capacities as such, of the Entities identified as Eligible Recipients in clauses (a) through (j) above.

" **Employment Effective Date** " shall mean, with respect to each Transitioned Employee, the date that such Transitioned Employee begins employment with Supplier, in accordance with applicable Laws.

" **End User Computing (Services)** " shall mean the Services described in the applicable Supplement and statement of work as "End User Computing" Services.

" **Entity** " shall mean a corporation, partnership, joint venture, trust, limited liability company, limited liability partnership, association or other organization or entity.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Equipment** ” shall mean all computing, networking, communications and related computing equipment (hardware and firmware) procured, provided, operated, supported, or used by Kraft, Supplier or Authorized Users in connection with the Services, including (i) mainframe, midrange, server and distributed computing equipment and associated attachments, features, accessories, peripheral devices, and cabling, (ii) personal computers, laptop computers, terminals, workstations and associated attachments, features, accessories, printers, multi-functional printers, peripheral devices, and cabling, and (iii) voice, data, video and wireless telecommunications and network and monitoring equipment and associated attachments, features, accessories, cell phones, peripheral devices, and cabling.

“ **Equipment Leases** ” shall mean all leasing arrangements whereby Kraft, the Eligible Recipients or a Kraft Third Party Contractor leases Equipment as of the Commencement Date which will be used by Supplier to perform the Services after the Commencement Date. Equipment Leases shall include those leases identified on **Schedule 12.1** , those as to which the lease, maintenance and support costs are included in the Kraft Base Case, and all other leases as to which Supplier received reasonable notice and/or reasonable access prior to the Commencement Date.

“ **EU** ” shall mean the European Union.

“EUC Equipment” shall mean all Equipment used to provide End User Computing except HP EUC Devices.

“ **EUC Equipment Inventory Pool** ” shall mean an inventory of EDS managed desktop and laptop devices that EDS will utilize to provide EUC Equipment support services, including EUC assets needed to support the EUC hardware refresh program, based upon the MPSA requirements for EUC Equipment refresh. The EUC Equipment inventory pool will include a quantity of devices designated as Whole Unit Spares, as determined by EDS.

“Excluded Materials ” shall mean the Materials owned or licensed by Supplier that are identified in the applicable Supplement as either being excluded from Kraft’s post-termination rights set forth in **Section 14.6** or subject to conditions for Kraft’s exercise of such rights.

“ **Expected Service Level Default** ” shall mean the Supplier’s level of performance for a particular Critical Service Level that fails to meet the applicable Expected Service Level (but does not fail to meet the applicable Minimum Service Level) as specified in the applicable Supplement and has failed to meet such Expected Service Level for [* * *] in any rolling 12-month period for Critical Service Levels with a monthly Measurement Window, or has failed to meet the Expected Service Level in any period for Critical Service Levels with a quarterly, semi-annual or annual Measurement Window.

“ **Expected Service Level** ” shall mean the desired level of current year performance for a Critical Service Level, as set forth in the applicable Supplement.

“ **External Storage Media** ” shall mean any non-fixed-disk based storage media, including tape, optical disk, and CD.

“ **Extraordinary Event** ” shall have the meaning given in **Section 11.6.1** .

“ **FTE Rate** ” means, in relation to each FTE, the hourly and monthly rates specified, and designated as "Mantime Rates", in the applicable Supplement for a particular skill category or position, for onshore and offshore personnel, as identified on the applicable Supplement and adjusted pursuant to the applicable Supplement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **FTE Services** ” means Projects or New Services that Kraft requests to be provided by FTEs or FTPs on a FTE Rate basis.

“ **Full Time Equivalent** ” or “ **FTE** ” means the full time equivalent work effort charged on an hourly basis. Supplier shall not charge Kraft for more than [* * *] hours per month for one (1) individual’s work effort in a month.

“Full Time Person ” or “ **FTP** ” shall mean a level of effort of a full time individual that would result in at least [* * *] productive hours per month, excluding vacation, holidays, training, administrative and other non-productive time (but including a reasonable amount of additional work outside normal business hours). Without Kraft’s prior written approval, one dedicated individual’s total work effort cannot amount to more than one FTE.

“ **Grocery Business** ” means the North America grocery and other related businesses of Kraft and its Affiliates, that are being separated from the global snacks business in the Spin-Off.

“ **GroceryCo”** means the independent company that will carry on the Grocery Business of Kraft in the U.S., Puerto Rico and Canada.

“ **GroceryCo MPSA** ” means the Master Professional Services Agreement entered into by Kraft and Supplier dated May 31, 2012 for the provision of information technology services and related services to GroceryCo.

“ **GroceryCo Start Date** ” means the date, as determined by Kraft, on which GroceryCo and the North American grocery business will cease receiving the Services under this Agreement and shall begin receiving Services under the GroceryCo MPSA, which date is also known as the “Start Date” under the GroceryCo MPSA.

“ **Hard IMAC** ” shall mean an approved IMAC request received from Kraft, which requires Supplier to dispatch a technician to the affected Kraft Site or Authorized User’s location in order to perform such required IMAC. A Hard IMAC will include a Soft IMAC, if necessary.

“ **Help Desk** ” shall mean the facilities, associated technologies, and trained staff who respond to Calls, coordinate all Problem Management and Request Management activities and act as a single point of contact for Authorized Users in regard to the Services.

“ **High Availability Configurations** ” are Server Systems designed to either automatically or manually switch to the fail-over system when a system failure occurs. The fail over system can be in either the same data center or a separate facility.

“HP EUC Devices” shall mean Hewlett Packard (HP) Branded EUC Hardware, HP Branded EUC Software and peripheral devices agreed upon as part of the Technology Plan or as otherwise agreed by the parties, at the time of Supplier's acceptance of Kraft’s order, and including products that are modified, altered, or customized to meet Kraft requirements (“Custom Products”).

“ **IMAC(s)** ” shall mean installations, moves, adds, changes, de-installations, and cascades for Equipment, Software and related services at designated Kraft Sites. The repair of Equipment or Software is not an IMAC, even when repair entails a physical visit to a System. Types of IMACs include Hard IMACs, Soft IMACs, Data IMACs, EUC IMACs, Voice IMACs, and Project IMACs.

“ **Income Tax** ” shall mean any tax on or measured by the net income of a Party (including taxes on capital or net worth, or gross receipts that are imposed as an alternative to a tax based on net or gross income), or taxes which are of the nature of excess profits tax, minimum tax on tax preferences, alternative minimum tax, accumulated earnings tax, personal holding company tax, and capital gains tax.

“ **Indirect Goods and Services** ” shall mean those goods and services that are purchased by Kraft, consumed directly by Kraft, and not utilized in Kraft’s provision of its services to its customers. Such goods and services include, for example: travel; office supplies and equipment; maintenance, repair, and operating supplies/MRO; advertising and marketing services; contract labor; and desktop IT equipment.

“ **Interconnect Devices** ” shall mean the devices used to enable a portion of the Network to connect with another portion of the Network, in either a dedicated or dialup mode (e.g., modems, bridges, routers, hubs, switches, gateways).

“ **Interest Rate”** shall mean the lesser of (i) the prime commercial rate plus two percent per annum as announced from time to time by Citibank, N.A., and (ii) the highest lawful rate of interest.

“ **Invoice Date** ” shall mean the date the vendor invoice is received.

“ **ITIL** ” shall have the meaning given in **Section 9.4.1.8** .

“ **Key Measurements** ” shall mean those Service Levels for which no Service Level Credit is payable, but which are meaningful to Kraft’s business and are described in the applicable Supplement.

“ **Key Supplier Personnel** ” shall mean the Supplier Personnel filling the positions designated in **Schedule 5.4** as Key Supplier Personnel.

“ **Kraft** ” shall have the meaning given in the preamble to this Agreement.

“ **Kraft Base Case** ” shall mean the summary financial base case described in the applicable Supplement, as well as the detailed financial and budget information underlying such summary base case. The Kraft Base Case shall not be used to determine whether either Party has financial or operational responsibility for any particular Third Party Contract, or to establish the volume of any assets or Resource Units.

“ **Kraft Baseline** ” shall have the meaning set forth in the applicable Supplement.

“ **Kraft Business Call Center** ” shall mean a department or group that handles telephone calls and inquiries that are related to a particular business function and is staffed by personnel, including Kraft Personnel or third party personnel. PBX and adjunct systems are usually used to facilitate customer calls, and also to provide reports and metrics to determine both individual and group effectiveness. Kraft Business Call Centers include: Benefits/HR Call Center, Consumer Response Call Center, and Accounts Payable Call Center and are listed as of the Supplement Effective Date in the applicable Supplement.

“ **Kraft Contract Manager** ” shall have the meaning given in **Section 10.1.**

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Kraft Data** ” shall mean any data or information of Kraft or any Eligible Recipient that is provided to or obtained by Supplier in connection with the negotiation and execution of this Agreement or the performance of Supplier’s obligations under this Agreement, including data and information with respect to the businesses, customer, operations, facilities, products, rates, regulatory compliance, competitors, consumer markets, assets, expenditures, mergers, acquisitions, divestitures, billings, collections, revenues and finances of Kraft or any Eligible Recipient. Kraft Data also shall mean any data or information that is (i) derived or compiled from data or information provided by or on behalf of Kraft or the Eligible Recipients, (ii) created, collected for Kraft or the Eligible Recipients by Supplier in the performance of its obligations under this Agreement, including data processing input and output, service level measurements, asset information, Reports, Kraft third party service and product agreements, contract charges, and Retained Expense and Pass-Through Expenses or (ii) that resides in or is accessed through Software, Equipment or Systems provided, operated, supported, or used by Supplier in connection with the Services, as well as information derived from this data and information; provided that the foregoing shall not include data on shared Systems located in Supplier Facilities to the extent such data pertains to services Supplier provides to its other customers.

“ **Kraft Facilities** ” shall mean the facilities listed in **Schedule 7.1** that are provided by Kraft or the Eligible Recipient for the use of Supplier to the extent necessary to provide the Services.

“ **Kraft Laws** ” shall have the meaning given in **Section 15.10.4** .

“ **Kraft-Owned Materials** ” shall have the meaning given in **Section 14.1.1** .

“ **Kraft-Owned Software** ” shall mean Software owned by Kraft, a Kraft Affiliate or an Eligible Recipient and used, operated, maintained or supported by or on behalf of Supplier under or in connection with this Agreement.

“ **Kraft Personal Data** ” shall mean that portion of Kraft Data that is subject to any Privacy Laws.

“ **Kraft Personnel** ” shall mean the employees, agents, contractors or representatives of Kraft, its Affiliates, or any Eligible Recipients who performed any of the Services to be provided by Supplier during the 18 months preceding the Commencement Date.

“ **Kraft Regional Support Services Staff (KRSSS)** ” shall mean, collectively, the staff provided by Kraft to perform the Regional Support Services. This staff may include Kraft employees, consultants, contractors and its agents.

“ **Kraft Rules** ” shall have the meaning given in **Section 6.3.1** .

“ **Kraft Sites** ” or “ **Sites** ” shall mean the offices or other facilities, including those listed on **Schedule 7** at or to which Supplier is to provide the Services.

“ **Kraft Standards** ” shall have the meaning given in **Section 9.5.1** .

“ **Kraft Third Party Contractors** ” shall have the meaning given in **Section 4.5** .

“ **LAN** ” or “ **Local Area Network** ” shall mean a local, high-speed Network, consisting of LAN Equipment, Software, Transport Systems, Interconnect Devices, Wiring and Cabling, which are used to create, connect and transmit data, voice and video signals to, within or among Kraft's local area network

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

segments. LANs are typically confined within limited geographic areas (such as a single building or group of buildings) and offer relatively high data rates, usually 10/100 mbps or above. LANs typically interconnect End User PCs, local servers, and printers and may connect with WANs. LANs do not include telecommunication circuits provided by carriers, however LANs can be inter-connected using telecommunication circuits provided as a result of MAN or WAN Services, so as to appear as a single LAN.

" **LAN Equipment** " shall mean the Equipment and associated attachments, features, accessories, and peripherals supported or used by Supplier in connection with its provision of LAN Services to the Authorized Users (e.g., bridges, intelligent and non intelligent hubs, switches, gateways, remote access devices, and associated diagnostic equipment), and all additions, modifications, substitutions, Upgrades or enhancements to such Equipment. LAN Equipment does not include telecommunication circuits provided by telecommunications carriers, however LAN Equipment can be inter-connected using telecommunication circuits provided by carriers and MAN and or WAN Equipment, so as to appear as one LAN.

" **Laws** " shall mean all federal, state, provincial, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof, including the United States Securities and Exchange Commission and the Public Company Accounting Oversight Board. The definition of Laws shall include Privacy Laws. For purposes of this Agreement, Laws also shall include all generally accepted accounting principles of the United States (" **GAAP** "), as such principles and standards may be modified during the Term by the Financial Accounting Standards Board or other applicable authorities. In addition, any other laws in force in any jurisdiction (regulatory or otherwise) in which the Services are being provided.

" **Layer 2 Network** " shall mean a LAN and related Equipment at an individual site that provides Open System Interconnection (OSI) Reference Model Data Link Layer capability, up to the point of connection to the Supplier provided Layer 3 Core Network. A Layer 2 Network includes all Equipment required to manage a Sites' LAN, but for CEEMA Core Locations it specifically excludes all LAN & Wireless LAN (WLAN) Equipment and Services.

" **Layer 3 Core Network** " shall mean a Network and related Supplier provided and managed Network Equipment which are actively performing routing, forwarding and related functions based on the Open System Interconnection (OSI) Reference Model Layer 3 definition connecting a site to the Kraft WAN and additional points beyond the WAN, but excluding any 3rd party provided devices directly connecting a site to the internet.

" **Legacy Agreement** " means this Agreement, as it exists prior to the GroceryCo Start Date.

" **Level 1 Support** " shall mean support that is provided as the entry point for inquiries or problem reports from Authorized Users. If Level 1 Support personnel cannot resolve the inquiry or problem, the inquiry or problem will be directed to the appropriate Level 2 Support personnel or third party for resolution. For CEEMA Core Locations, Level 1 Support shall be defined as the initial contact to the Supplier Help Desk by the Kraft Regional Support Services Staff.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Level 2 Support** ” shall mean support that serves as a consolidation point for inquiries and problems between Level 1 Support and Level 3 Support. For example, Level 2 Support might exist in a computer operations or a distribution/mail out center. If Level 2 Support personnel cannot resolve the inquiry or problem, the inquiry or problem will be directed to the appropriate Level 3 Support personnel or third party for resolution.

“ **Level 3 Support** ” shall mean support provided by the personnel or third party that is most knowledgeable about the underlying problem or question and is utilized when efforts to resolve the problem or question by Level 1 Support and Level 2 Support have failed or are bypassed due to the technical difficulty of the problem or question. Inquiries or problems for Level 3 Support generally will be reported by Level 1 Support or Level 2 Support personnel, but may be also initiated directly by Authorized Users or Supplier.

“ **Limited Warranty Statement** “shall mean Supplier limited warranty statements for HP EUC Devices contained in the applicable Supplement.

“ **Litigation Data** ” shall have the meaning given in **Section 13.6.3.1** .

“ **Litigation Requirements Notice** ” shall have the meaning given in **Section 13.6.3.1** .

“ **Litigation Response Plan** ” shall have the meaning given in **Section 13.6.2** .

“ **Losses** ” shall mean all losses, liabilities, damages (including punitive and exemplary damages), fines, penalties, interest and claims (including taxes), and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, experts, settlement, judgment, interest and penalties).

“ **Mainframe** ” shall mean a Server that utilizes the VM, Z/OS, OS 390, or TPF operating software.

“ **Maintenance Downtime** ” shall mean the period of time that a particular System, Application, Software, Equipment, Network, or any other part of the Services is not available during the Measurement Windows that have been approved (i) in writing by the Kraft Contract Manager or a designee thereof or (ii) pursuant to the applicable Supplement.

“ **Major Release** ” shall mean a new version of Software that includes changes to the architecture and/or adds new features and functionality in addition to the original functional characteristics of the preceding Software release. These releases are usually identified by full integer changes in the numbering, such as from “ **7.0** ” to “ **8.0** ,” but may be identified by the industry as a major release without the accompanying integer change.

“ **Malicious Code** ” shall mean (i) any code, program, or sub-program whose knowing or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the Software, code, program, or sub-program, itself; (ii) any device, method, or token that permits any person to circumvent the normal security of the Software or the system containing the code; or (iii) any adware, spyware, Internet bots, malware, bugs, web bugs or other surreptitious code.

“ **MAN or Metropolitan Area Network** ” shall mean a high-speed Network consisting of MAN Equipment, Software, Transport Systems, and Interconnect Devices that are used to create, connect and transmit data, voice and video signals between locations within a metropolitan region or area. MANs cover an area larger than a LAN but smaller than WANs. MAN services are typically provisioned by a third-party.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **MAN Equipment** ” shall mean the Equipment and associated attachments, features, accessories, peripherals and Cabling supported or used by Supplier in connection with its provision of MAN Services to the Authorized Users (e.g., multiplexors, access circuits, backbone circuits, channel banks, CSU/DSUs, and associated diagnostic equipment), and all additions, modifications, substitutions, Upgrades or enhancements to such Equipment.

“ **Managed Telecom Transport Agreements** ” shall have the meaning given in **Section 9.11.5**

“ **Managed Telecom Transport Providers** ” shall have the meaning given in **Section 9.11.5** .

“ **Managed Third Parties** ” shall mean the Kraft Third Party Contractors and Managed Telecom Transport Providers (as defined in **Section 9.11.5**), identified on **Schedules 11.1** , **12.1** or **12.3** or the applicable Supplement, as such Schedules may be amended from time to time.

“ **Management Tools** ” shall mean all Software that is used to deliver and manage the Services.

“ **Materials** ” shall mean, collectively, Software, literary works, other works of authorship, specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, programming tools, documentation, user materials, reports, drawings, databases, spreadsheets, machine-readable text and files and financial models, whether tangible or intangible.

“ **Measurement Window** ” shall mean the time during, or frequency by, which a Service Level shall be measured. The Measurement Window will exclude Kraft approved scheduled maintenance and Maintenance Downtime.

“ **Minimum Service Level Default** ” shall mean the Supplier’s performance for a particular Critical Service Level fails to meet the applicable Minimum Service Level at any time.

“ **Minimum Service Level(s)** ” shall mean the minimum level of performance set forth in the applicable Supplement with respect to each Critical Service Level and Key Measurement.

“ **Minor Release** ” shall mean a scheduled release containing small functionality updates and/or accumulated resolutions to defects or non-conformances made available since the immediately preceding release (whether Major Release or Minor Release). Minor Releases shall include “ **Maintenance Releases** ” which are supplemental to and made available between Major Releases and other Minor Releases, issued and provided under specific vendor service level or maintenance obligations and contain only accumulated resolutions or mandated changes. These releases are usually identified by a change in the decimal numbering of a release, such as “ **7.12** ” to “ **7.13** .”

“ **Mobile Data Communications Equipment** ” shall mean the Equipment and associated attachments, features, accessories, and peripherals supported or used by Supplier in connection with its provision of Mobile Data Communications Services to the Authorized Users (e.g., wireless modems, wireless access points (“WAPs”), mobile data terminals, or other devices that may be mounted in vehicles either permanently or detachable for portability used to deliver Mobile Data Communication Network Services, and associated diagnostic equipment), and all additions, modifications, substitutions, Upgrades or enhancements to such Equipment.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Mobile Data Communications Network** ” shall mean the wireless portion of Kraft’s Network consisting of Mobile Data Communications Equipment, Software, Transport Systems, Interconnect Devices, Wiring and Cabling used to create, connect and transmit data to and from Mobile Data Communications Equipment via mobile IP network roaming services.

“ **Mobile Data Communications Services** ” shall mean the mobile Services as described in the applicable Supplement.

“ **Mobile Data Communications System** ” shall mean the Mobile Data Communications Equipment supported or used by Supplier in connection with its provision of Mobile Data Communications Services.

“ **Mobile Short Messaging Equipment** ” or “ **MSM Equipment** ” shall mean the Equipment and associated attachments, features, accessories, and peripherals supported or used by Supplier in connection with its provision of Mobile Short Messaging Services to the Authorized Users (pagers, paging transmitters, and Portable Network Devices and associated diagnostic equipment) and all additions, modifications, substitutions, Upgrades or enhancements to such Equipment.

“ **Mobile Short Messaging Network** ” shall mean the portion of the Network consisting of Mobile Short Messaging Equipment, Software, Transport Systems, Interconnect Devices, and Cabling used to create, connect and transmit data to Authorized Users.

“ **Monthly Base Charge** ” means, with respect to each Tower, the amount specified in the applicable Supplement, as adjusted pursuant to the applicable Supplement, for that Tower in the applicable time period specified in the applicable Supplement.

“ **Monthly Invoice** ” shall have the meaning given in **Section 12.1.1** .

“ **N Release Level** ” shall mean the most recently released and generally available Major Release of the Software.

“ **N-1 Release Level** ” shall mean the next to most recently released and generally available Major Release of the Software.

“ **N-2 Release Level** ” shall mean the next to most recently released and generally available Major Release prior to N-1 Release Level.

“ **Network** ” shall mean collectively, Kraft’s Transport Services, WAN, MAN, BAN, LAN, Standard Voice Network, and conferencing Network.

“ **New Advances** ” shall have the meaning given in **Section 9.17.5 .**

“ **New Services** ” means new services or changes to existing Services required by Kraft (which could include items that are identified as being eligible to be New Services), (i) that impose [* * *] obligations on Supplier, (ii) that require [* * *] of effort, resources or expense from Supplier, and (iii) for which there is no [* * *] or [* * *].

“ **Non-Billable Projects** ” shall have the meaning given in **Section 4.6.4.1** .

“ **Notice of Arbitration** ” shall have the meaning given in **Section 19.3.3.**

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

" **Notice of Election** " shall have the meaning given in **Section 17.5.1.**

" **Notice of Mediation** " shall have the meaning given in **Section 19.2.3.**

" **Out-of-Pocket Expenses** " shall mean reasonable, demonstrable and actual out-of-pocket expenses due and payable to a third party by Supplier that are approved in advance by Kraft and for which Supplier is entitled to be reimbursed by Kraft under this Agreement. Out-of-Pocket Expenses shall not include Supplier's overhead costs (or allocations thereof), general and/or administrative expenses or other mark-ups. Out-of-Pocket Expenses shall be calculated at Supplier's actual incremental expense and shall be net of all rebates and allowances.

" **Party" and "Parties"** shall have the meaning given in the preamble to this Agreement.

" **Pass-Through Expenses** " shall mean the types of expenses, if any, listed in the applicable Supplement, as such list may be amended by Kraft from time to time, for which Kraft has agreed in advance to be financially responsible, in accordance with **Article 11** of this Agreement, following processing and review of the third party invoice by Supplier. Supplier shall not separately charge any handling or administrative charge in connection with its processing or review of such invoices.

" **Performance Category** " shall mean a grouping of Service Levels as set forth in the applicable Supplement. Critical Deliverables do not constitute a Performance Category.

" **Personnel Projection Matrix** " shall have the meaning given in **Section 8.1.6** .

" **Policy and Procedures Manual** " shall have the meaning given in **Section 9.1.1** .

" **Pool Percentage Available for Allocation** " shall have the meaning given in the applicable Supplement.

" **Portable Network Devices** " shall mean portable, hand-held Equipment used by Authorized Users for telecommunications access and services devices, as listed in the applicable Supplement, where such list may be updated from time to time by Kraft after a review of the update has gone through Change Control Procedures in accordance with **Section 9.6** of the Agreement. Portable Network Devices do not include personal computers or laptops.

" **Principles** " shall have the meaning given in **Section 8.3.2** .

" **Priority** " shall mean the classification of a problem or incident as recorded in the Problem Tracking System. Priority shall be set at one of P1, P2, P3, or P4.

"Priority 1" or "P1" shall mean that a problem or incident has a critical degree of business impact and shall refer to a major system, product, or component failure that impacts level of service and affects a major function of the business, as a result of which the business is unable to function until the failure is resolved. Problems or incidents involving a single user's system or access will not be considered a Priority 1, except for those systems or access identified as plant floor equipment. Desktops and laptops may not generate P1 problems, with the exception of the Kraft designated plant floor desktops and laptops (which may generate P1 problems) that Supplier has agreed may generate P1 problems.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“Priority 2” or “P2” shall mean that a problem or incident has a high degree of business impact and shall refer to a problem or incident that impacts the business’ ability to complete daily work and therefore affects daily level of service, as a result of which the business is able to perform and function with either a workaround or manual processes but service is degraded. Desktops and laptops may not generate P2 problems, with the exception of the Kraft designated plant floor desktops and laptops (which may generate P2 problems) that Supplier has agreed may generate P2 problems.

“Priority 3” or “P3” shall mean that a problem or incident has a medium degree of business impact and shall refer to a problem or incident that results in limited loss of function, during which work can be completed using alternative methods and there is no impact to daily levels of service, and as a result of which the business can continue to function even though service may be degraded.

“Priority 4” or “P4” shall mean that a problem or incident has a low degree of business impact and shall refer to a minor issue or request which has no impact on daily level of service and requires follow-up only.

“ **Privacy Laws** ” means Laws that relate to the security and protection of personally identifiable information, data privacy, trans-border data flow or data protection, including the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act and the implementing legislation and regulations of the European Union member states under the European Union Directive 95/46/EC.

“ **Problem Management** ” shall mean the process of tracking and managing all problems arising in Kraft’s information technology (“IT”) environment and recorded in the Problem Tracking System, and resolving those problems arising from or related to the Services.

“ **Problem Tracking System** ” shall mean the functionality and technical characteristics of the system described in the problem tracking system described in the applicable Supplement.

“ **Procurement Catalog** ” shall mean a list of Equipment and Software that are the approved products for purchase or lease by Authorized Users. The Procurement Catalog may include the provision of Services and also products purchased by Authorized Users as Pass-Through Expenses.

“ **Projects** ” shall have the meaning given in **Section 4.6.1** .

“ **Project IMAC** ” shall mean a combination of ten or more IMACs that occur within the same building or locale or some other similar requirements or timeframe that requires more than routine scheduling of personnel to deliver this group of IMACs in a coordinated manner. These types of requests typically involve a coordinated movement of multiple Equipment in order to minimize the impact to the end users. Supplier will work with Kraft to schedule these IMACs and provide a written plan for Project IMACs as described in the applicable Supplement. IMACS that have similar requirements that may require EDS to perform a Project may be submitted to EDS as described in the Agreement. Project IMACS will be performed according to the schedule in the written plan for Project IMACS or a Project plan, as approved by Kraft.

“ **Proprietary Information** ” shall have the meaning given in **Section 13.4.1** .

“ **Quality Assurance** ” means the actions, planned and performed, to provide confidence that all business processes, Systems, Equipment, Software and components that influence the quality of the Services are working as expected individually and collectively.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Recovery Point Objective** ” or “ **RPO** ” shall mean the maximum amount of acceptable data loss after an unplanned data loss or unplanned disruption preventing Kraft Authorized Users from accessing a computer, Server, System, Network or Application files. This is the point in time before the event from which Application and data can be successfully recovered; that is, the time elapsed since the most recent completed, usable backup meeting the Kraft defined Application back-up requirements.

“ **Recovery Time Objective** ” or “ **RTO** ” shall mean the maximum acceptable length of time for restoring a computer, Server, System, Network, or Application and regaining access to data and Applications by Kraft Authorized Users and Eligible Recipients for business use in a production mode after an unplanned disruption, failure or disaster. RTO is comprised of both the amount of time required for Supplier to recover the Application infrastructure for which Supplier is responsible under the Agreement and the amount of time Kraft and/or Kraft’s designee require to perform their work to ensure that the RTO is met.

“ **Reduced Resource Credit(s)** ” or “ **RRC(s)** ” means, for any Billable Resource Unit, the incremental credit payable by Supplier to Kraft based on the amount by which the Actual Volumes of Billable Resource Units is below the Resource Baseline for such Billable Resource Unit.

“ **Regional Support Services** ” shall mean, collectively, the services that will be provided by Kraft to support Kraft non-Core Equipment consisting of (i) servers and distributed computing equipment and associated attachments, features, accessories, peripheral devices, and cabling, (ii) personal computers, laptop computers, terminals, workstations and associated attachments, features, accessories, printers, multi-functional printers, peripheral devices, and cabling and (iii) voice, data, video and wireless telecommunications and network and monitoring equipment and associated attachments, features, accessories, cell phones, peripheral devices, and cabling, all of which shall be physically installed or located within a CEEMA Core Location that is designated in **Schedule 7** to receive CEEMA Core Services from Supplier.

“ **Reports** ” shall have the meaning set forth in **Section 9.2.1** .

“ **Request Management** ” shall mean the process of tracking and managing all requests from Authorized Users arising in Kraft’s information technology environment recorded on the Request Management System, and resolving those requests arising from or related to the Services.

“ **Request Management System** ” shall mean the functionality and technical characteristics of the System described in the applicable Supplement as a “Request Management System”.

“ **Required Consents** ” shall mean the consents (if any) required to be obtained: (i) to assign or transfer to Supplier Kraft licensed Third Party Software, Third Party Contracts, Equipment Leases or Acquired Assets (including related warranties); (ii) to grant Supplier the right to use and/or access the Kraft licensed Third Party Software in connection with providing the Services; (iii) to grant Kraft and the Eligible Recipients the right to use and/or access the Supplier Owned Software, Third Party Software and Equipment acquired, operated, supported or used by Supplier in connection with providing the Services; (iv) to change location of the installation or use of any Software, Equipment or System (including consents to offshore use) or change the permitted use thereof by Supplier; (v) except for Developed Materials that are owned by Supplier pursuant to **Section 14** , to assign or transfer to Kraft, the Eligible Recipients or their designee(s) any Developed Materials; (vi) to assign or transfer to Kraft, the Eligible Recipients or their designee(s) Supplier Owned Software, Third Party Software, Third Party Contracts, Equipment leases or other rights following the Term to the extent provided in this Agreement; and (vii) all other consents required from third parties in connection with Supplier’s provision of the Services or performance of its obligations hereunder.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Resolvable Calls** ” shall mean those Calls that would be possible to solve at first level, either through existing knowledge, transfer of knowledge, or process changes. This does not include Calls that require dispatch or transfer to another group for resolution.

“ **Resource Baselines** ” shall mean the estimated number of Resource Units applicable to a defined period of time and included in the Monthly Base Charges. The Resource Baselines as of the Commencement Date are set forth in the applicable Supplement, and may be adjusted in accordance with the applicable Supplement. The Resource Baselines may also be revised from time to time by agreement of the Parties based on the usage, demand and business requirements of Kraft and the Eligible Recipients and the Monthly Base Charges will be adjusted accordingly.

“ **Resource Baseline Band(s)** ” means the volume bands (or, where applicable, the multiple volume bands) represented as percentages above and below the Resource Baseline. Each Resource Baseline Band has unique ARC Rates and RRC Rates, as set forth on the applicable Supplement **,** that shall apply to the volume of Billable Resource Units that fall within that Resource Baseline Band. Unless otherwise indicated on the applicable Supplement, the Resource Baseline Band for each Resource Unit, other than the Resource Units designated in the applicable Supplement as not being subject to Resource Baseline Bands, will be [* * *] above and [* * *] below the Resource Baseline for that Resource Unit.

“ **Resource Unit(s)** ” means a particular unit of service delivery resources. Each Resource Unit is either a “Non-Billable Asset” or a “Billable Resource Unit” as indicated on the applicable Supplement.

“ **Retained Systems and Business Processes** ” means those systems and business processes of Kraft or an Eligible Recipient for which Supplier has not assumed responsibility under this Agreement (including those provided, managed, operated, supported and/or used on their behalf by Kraft Third Party Contractors). Retained Systems and Business Processes include equipment and software associated with such systems and business processes.

“ **Root Cause Analysis** ” shall mean the formal process, specified in the Policy and Procedures Manual, to be used by Supplier to diagnose the underlying cause of problems at the lowest reasonable level so that corrective action can be taken that will eliminate repeat failures. Supplier shall implement a Root Cause Analysis in accordance with the Service Levels.

“ **RRC Rate** ” means, in relation to each Billable Resource Unit, the amount specified as the “RRC Rate” for that Billable Resource Unit on the applicable Supplement, as adjusted pursuant to the applicable Supplement.

“ **SSAE Audit** ” shall have the meaning given in **Section 9.10.9.1** .

“ **SSAE Report** ” shall have the meaning given in **Section 9.10.9.1** .

“ **Scheduled Downtime** ” shall mean that period of time during which a particular System, Application, Software, Equipment, Network or any other part of the Services is expected not to be available during the Measurement Window.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Scheduled Uptime** ” shall mean that period of time during which a particular System, Application, Software, Equipment, Network or any other part of the Services is expected to be available during the Measurement Window.

“ **SDBs** ” shall have the meaning given in **Section 9.13.3** .

“ **Self Service Tools** ” shall mean tools and processes that allow an Authorized User to obtain Service or remediate a problem without the direct intervention of Supplier.

“ **Server** ” shall mean any computer, but excluding desktops and laptops acting as a server, that provides shared processing or resources such as printer, fax, Application processing, database, mail, proxy, firewalls, and backup capabilities to Authorized Users or other computers over the Network. A Server includes the operating system, associated peripherals, such as local storage devices, attachments to centralized storage, monitor, keyboard, pointing device, tape drives and external disk arrays (but not desktops and laptops), and is identified by a unique manufacturer’s serial number.

“ **Server Instances** ” shall have the meaning given in the applicable Supplement.

“ **Service Entitlement** ” shall have the meaning set forth in the applicable Supplement.

“ **Service Level(s)** ” shall mean, individually and collectively, the quantitative performance standards for the Services set forth in the applicable Supplement.

“ **Service Level Credit Allocation Percentage** ” shall mean the percentage of the Allocation of Pool Percentage allocated to a Critical Service Level within a Performance Category.

“ **Service Level Credits** ” shall have the meaning given in **Section 7.2** and the applicable Supplement.

“ **Service Level Default** ” shall mean a Minimum Service Level Default or an Expected Service Level Default.

“ **Service Target** ” shall mean a performance level to which (i) a particular service element is to be delivered and (ii) Supplier’s solution is to be architected and designed to deliver. Service Targets are not measured for Service Level purposes, however may be reported by Supplier in accordance with the applicable Supplement. Service Targets are listed in the applicable Supplement.

“ **Service Taxes** ” shall mean all sales, use, transaction based gross receipts, excise, provincial, value added, COFINS, ISS and PIS and other similar taxes that are assessed against either Party on the final provision of the Services as a whole, or on any particular Service received by Kraft or an Eligible Recipient from Supplier, excluding Income Taxes.

“ **Services** ” shall mean, collectively: (i) the services, functions and responsibilities of Supplier described in the applicable Supplements, in **Article 4** and elsewhere in this Agreement (including Transition Services, Transformation Services and Termination Assistance Services) as they may be supplemented, enhanced, modified or replaced during the Term in accordance with this Agreement; and (ii) any ongoing Projects required to be performed as specifically described in this Agreement and any new Projects upon Kraft’s acceptance of Supplier’s proposals for such Projects in accordance with **Section 4.6** and the other provisions of this Agreement; and (iii) any New Services, upon Kraft’s acceptance of Supplier’s proposal for such New Services in accordance with **Section 11.5** and the other provisions of this Agreement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Service Function** ” shall mean a specific category of Services, such as remote monitoring and management services, systems support and DBA support performed by Supplier Personnel. Service Functions are listed in the applicable Supplement.

“ **Shared Subcontractors** ” shall have the meaning given in **Section 9.12.3** .

“ **SMC** ” shall have the meaning given in **Section 9.10.9.1** .

“ **Snack Business** ” means the global snacks business of Kraft and its Affiliates, that is being separated from the North America grocery businesses in the Spin-Off.

“ **SnackCo** ” means Kraft.

“ **Soft IMAC** ” shall mean an approved Soft IMAC request received from Kraft, which IMAC can be performed concurrently with remote element management tools and does not require any physical on-site intervention. A Software patch or error correction upgrade will not be considered as a Soft IMAC, but is included in the Services.

“ **Software** ” shall mean all software programs and programming (and all modifications, replacements, Upgrades, enhancements, documentation, materials and media related thereto), to the extent a Party has financial or operational responsibility for such programs or programming in connection with the Services, including under **Schedule 11.1** , **12.1** or **12.3** or the applicable Supplement. Software shall include all such programs or programming in use or required to be used as of the Commencement Date, including those set forth in **Schedule 11.1** or the applicable Supplement, those as to which the license, maintenance or support costs are included in the Kraft Base Case, and those as to which Supplier received reasonable notice and/or access prior to the Commencement Date. Software also shall include all such programs or programming developed and/or introduced by or for Kraft or the Eligible Recipients on or after the Commencement Date to the extent a Party has financial or operational responsibility for such programs or programming under **Schedule 11.1** , **12.1** or **12.3** or the applicable Supplement. Software includes all Applications, Development Tools, Management Tools and Systems Software.

“ **Specialized Services** ” shall have the meaning given in **Section 9.9.1** .

“ **Specifications** ” shall mean, with respect to business processes, Software, Equipment, Systems or other contract deliverables to be designed, developed, delivered, integrated, installed and/or tested by Supplier, the technical, design and/or functional specifications set forth in the applicable Supplement or **Schedule 8** , in third party vendor documentation, in a New Services or Project description requested and/or approved by Kraft, or otherwise agreed upon in writing by the Parties.

“ **Spin-Off** ” means Kraft’s intended separation of its operations into two independent public companies: a North American grocery business and a global snacks business.

“ **Standard Products** ” shall mean EUC Equipment and Software requirements and/or specific EUC Equipment and Software that are designated as being in standard use within Kraft.

“ **Standard Voice Network** ” shall mean the portion of the Network consisting of Standard Voice Premise Systems, Software, Transport Systems, Interconnect Devices, and Cabling used to create, connect and transmit voice to Authorized Users.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Standard Voice Premise Equipment** ” shall mean the Equipment and associated attachments, features, accessories, and peripherals supported or used by Supplier in connection with its provision of standard voice Services to the Authorized Users, including PBXs and PBX rectifiers, handsets, key systems, voice mail systems, and paging systems, American Disabilities Act (“ADA”) communications devices (e.g., TDDs, teletype, special equipped handsets), voice communications management systems, backup battery systems, and associated diagnostic equipment.

“ **Standard Voice Premise Systems** ” shall mean all Standard Voice Premise Equipment and associated Software supported or used by Supplier in connection with its provision of standard voice Services.

“ **Strategic Plan** ” shall mean the plans that may be periodically developed by Kraft that set forth Kraft’s key business objectives and requirements and outline its strategies for achieving such objectives and requirements. Kraft may revise the Strategic Plan from time to time. The Strategic Plan will include both annual and multi-year strategies, objectives and requirements.

“ **Subcontractors** ” shall mean subcontractors (of any tier) of Supplier, including Shared Subcontractors (as defined in **Section 9.12.3**) **.** The initial list of Subcontractors is set forth on **Schedule 19** , each of which has been approved by Kraft to the extent such approval is required and described thereon. This **Schedule 19** shall be reviewed and modified as necessary as the Parties add or remove Supplements. In addition, such list may be amended during the Term in accordance with **Section 9.12** .

“ **Supplement Commencement Date** ” shall mean the date upon which the applicable Services commence under the applicable Supplement.

“ **Supplement Effective Date** ” shall mean the execution date with respect to the applicable Supplement(s).

“ **Supplier** ” shall have the meaning given in the preamble to this Agreement.

“ **Supplier Account Executive** ” shall mean the Supplier representative responsible for both the day-to-day relationship with Kraft as well as the delivery of all Services to Kraft, as further described in **Section 8.5** .

“ **Supplier Facilities** ” shall mean, individually and collectively, the facilities owned or leased by Supplier (or its Affiliates or Subcontractors) from which Supplier (or its Affiliates or Subcontractors) provides any Services.

“ **Supplier Laws** ” shall have the meaning given in **Section 15.10.4** .

“ **Supplier Overhead Functions** ” means Supplier’s overhead functions and activities, including those described in the applicable Supplement.

“ **Supplier Overhead Materials** ” means for third party products that are used by Supplier to perform its internal functions and which are not directly used to provide the Services and for which Kraft does not have any reimbursement or payment obligation either during the Term or upon any termination of this Agreement. For avoidance of doubt, these are items such as Supplier Personnel’s personal computers and associated software, and Supplier’s internal accounting systems and internal database software which Kraft would not need to enable it to provide the Services for itself.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Supplier Owned Materials** ” shall have the meaning given in **Section 14.3.1.**

“ **Supplier Owned Software** ” shall mean any Software owned by Supplier and used to provide the Services.

“ **Supplier Personnel** ” shall mean those employees, representatives, contractor personnel, subcontractor personnel and agents of Supplier, Subcontractors and Supplier Affiliates who perform any Services under this Agreement.

“ **System** ” shall mean an interconnected grouping of manual or electronic processes, including Equipment, Software and associated attachments, features, accessories, peripherals and cabling, and all additions, modifications, substitutions, Upgrades or enhancements to such System, to the extent a Party has financial or operational responsibility for such System or System components under the applicable Supplement. System shall include all Systems in use or required to be used as of the Commencement Date, all additions, modifications, substitutions, Upgrades or enhancements to such Systems and all Systems installed or developed by or for Kraft, the Eligible Recipients or Supplier following the Commencement Date.

“ **Systems Software** ” shall mean all Software that perform tasks basic to the functioning of the Equipment and are required to operate the Applications Software or otherwise support the provision of Services by Supplier, including operating systems, systems utilities, data security software, compilers, performance monitoring and testing tools and database managers.

“ **Target Baselines** ” shall have the meaning set forth in the applicable Supplement.

“ **Tax Authority** ” shall mean any federal, state, provincial, regional, territorial, local or other fiscal, revenue, customs or excise authority, body or official competent to impose, collect or assess tax.

“ **Technological Evolution** ” means any improvement, upgrade, addition, modification, replacement, or enhancement to the standards, policies, practices, processes, procedures, methods, controls, scripts, product information, technologies, architectures, standards, Applications, Equipment, Software, Systems, tools, products, transport systems, interfaces and personnel skills associated with the performance of information technology services and related functions in line with the established best practices of first-tier providers of such services, as determined by Kraft. Technological Evolution includes: (i) higher capacity, further scaling and commercializing of business processes, more efficient and scalable business processes, new versions and types of applications and systems/network software, new business or IT processes, and new types of hardware and communications equipment that will enable Supplier to perform the Services more efficiently and effectively as well as enable Kraft and the Eligible Recipients to meet and support their business requirements and strategies and (ii) any change to the Equipment, Software or methodologies used to provide the Services that is necessary to bring that function, Equipment or Software or those methodologies into line with the Kraft Standards and/or current industry standards.

“ **Technology Plan** ” shall have the meaning given in **Section 9.5.5.**

“ **Term** ” shall mean the term for the applicable Supplement.

“ **Termination Assistance Services** ” shall mean the termination/expiration assistance requested by Kraft to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to Kraft or its designee, as such assistance is further described in **Section 4.4** and **Schedule 23** .

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Termination Charges** ” shall mean the termination charges set forth in the applicable Supplement.

“ **Third Party Contracts** ” shall mean all agreements between third parties and Kraft, an Eligible Recipient or Supplier that have been or will be used to provide the Services to the extent a Party has financial or operational responsibility for such contracts under the applicable Supplement. Third Party Contracts shall include all such agreements in effect as of the Commencement Date, including those contracts identified in **Schedules 12.1** and the applicable Supplement, those as to which the costs are included in the Kraft Base Case, and those as to which Supplier received reasonable notice and/or reasonable access prior to the Commencement Date. Third Party Contracts also shall include those third party agreements entered into by Supplier following the Commencement Date which Supplier uses to provide the Services.

“ **Third Party E-Mail Services Provider** ” shall mean an entity that Kraft has contracted directly to provide Microsoft Exchange and SharePoint hosting, management and support services (collectively “Exchange & SharePoint Services”) for Kraft Authorized Users worldwide as identified in Amendment 84. Exchange and SharePoint Services shall include the following services and related activities: server/messaging operational management, including related functions such as incident management & request management, for the equipment that resides in the Third Party E-Mail Services Provider’s data center hosting environment.

“ **Third Party LAN Printer** ” shall mean a LAN attached printer or multifunctional device that Kraft acquires directly from a Third Party other than the Supplier or its subcontractors for Kraft sites in Kraft North America, which includes Canada, Puerto Rico, and the United States, or specific countries in the European Union (EU) as identified in Amendment 69 and which receives the limited Services from Supplier as further described in the applicable Supplement.

“ **Third Party LAN Printer Provider** ” shall mean an entity that Kraft has contracted directly to provide LAN Printers and multifunctional devices for Kraft sites in Kraft North America, which includes Canada, Puerto Rico, and the United States, or specific countries in the European Union (EU) as identified in Amendment 69, as further described in the applicable Supplement.

“Third Party LAN Printer Services” shall have the meaning given in the applicable Supplement.

“ **Third Party Provider of EUC Equipment** ” shall mean a supplier with whom Kraft has directly negotiated an agreement for the provision of EUC Equipment.

“Third Party Litigation ” shall have the meaning given in **Section 13.6.4** .

“ **Third Party Materials** ” shall mean intellectual property, Third Party Software or other Materials that are owned by third parties and provided under license to Supplier (or its Affiliates or Subcontractors) or Kraft (or the Eligible Recipients) and that have been or will be used to provide or receive the Services.

“ **Third Party Software** ” shall mean all Software that is provided under license or lease to Supplier, a Subcontractor, Kraft or an Eligible Recipient. Third Party Software also shall include all such Software that is licensed and/or leased after the Commencement Date.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“Three Year Architectural Plan ” shall mean the long-range, comprehensive plan for Kraft’s information technology systems, processes, technical architecture and standards as described in the applicable Supplement.

“ **Tier 1 Disaster Recovery** ” shall mean a level of disaster recovery services with an RTO/RPO of less than twenty-four (24) clock hours, which is generally used for mission critical Systems or Applications with an extreme and immediate business impact if they are not accessible by Kraft. This recovery methodology has interdependent steps within the overall timeframe in which Kraft and/or Kraft’s designee are allotted up to (8) clock hours to perform Application recovery tasks within these time periods and Supplier is measured based upon the remaining time of the RTO.

“ **Tier 2 Disaster Recovery** ” shall mean a level of disaster recovery services with an RTO of between twenty-five to seventy-one (25 to 71) clock hours and an RPO of less than twenty five (25) clock hours, and is generally used for business critical Systems or Applications with high business impact and a minimal tolerance for downtime if they are not accessible by Kraft. This recovery methodology has interdependent steps within the overall timeframe in which Kraft and/or Kraft’s designee are allotted up to (12) clock hours to perform Application recovery tasks within these time periods and Supplier is measured based upon the remaining time of the RTO.

“ **Tier 3 Disaster Recovery** ” shall mean a level of disaster recovery services with an RTO of between seventy-two to ninety-six (72 to 96) clock hours and an RPO of between twenty-four to forty-eight (24 to 48) clock hours, and is generally used for critical Systems or Applications that have a moderate business impact and a limited tolerance for downtime if they are not accessible by Kraft. This recovery methodology has interdependent steps within the overall timeframe in which Kraft and/or Kraft’s designee are allotted up to (24) clock hours to perform Application recovery tasks within these time periods and Supplier is measured based upon the remaining time of the RTO.

“ **Tier 4 Disaster Recovery** ” shall mean a level of disaster recovery services with a RTO defined in calendar weeks and an RPO that meets the Kraft defined back-up requirements for the System or Application but not earlier than forty-eight clock hours, and is generally used for Systems or Applications that are business important that have a reduced or minimal business impact if they are not accessible by Kraft.

“ **Tier 5 Disaster Recovery** ” shall mean a level of disaster recovery services with a RTO defined in calendar months and an RPO that meets the Kraft defined back-up requirements for the System or Application and is generally used for discretionary Systems or Applications that have minimal or no business impact if they are not accessible by Kraft.

“ **Tower** ” shall mean any of the components of Services identified in the applicable Supplement as being a “Tower”.

“Transaction Document(s)” means an accepted Kraft order (excluding pre-printed terms) and in relation to that order valid Supplier quotations, Supplier published technical data sheets or service descriptions (to the extent such service descriptions do not conflict with the Services to be provided under the Agreement), Supplier limited warranty statements in the applicable Supplement subject to the terms, limitations and exclusions, if any, that may be contained in a limited warranty statement delivered with the products or otherwise made available to customer for those products specifically applicable for the country in which the products are delivered, and mutually executed statements of work, all as provided by Supplier, or other mutually executed documents that reference this Agreement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

“ **Transformation Milestone** ” shall have the meaning given in **Section 4.3.3** .

“ **Transformation Plan** ” means the plan or plans set forth in the applicable Supplement and further developed pursuant to **Section 4.3** hereof, which identifies the principal changes in technology and deliverables to be undertaken by Supplier in connection with the transformational activities to be completed during and after the Transition Period, and the dates by which each will be completed by Supplier.

“ **Transformation Services** ” shall mean the services, functions and responsibilities described in **Section 4.3** and the Transformation Plan to be performed by Supplier.

“ **Transition Milestone** ” shall mean each date identified in the Transition Plan and the applicable Supplement as a milestone by which Supplier shall have completed a key task or set of tasks in accordance with the Transition Plan in a manner acceptable to Kraft.

“ **Transition Period** ” shall mean the period that commences on the Effective Date and expires 11:59:59 p.m., United States Central Time, on the date specified for the completion of the Transition Services as specified in the Transition Plan, unless expressly extended in writing by Kraft.

“ **Transition Plan** ” shall mean the plan or plans set forth in the applicable Supplement and developed pursuant to **Section 4.2** hereof, which identifies all material transition tasks, Projects and deliverables to be completed by Supplier in connection with the transition of Services to Supplier, and the dates by which each is to be completed by Supplier.

“ **Transition Services** ” shall mean the services, functions and responsibilities described in **Section 4.2** and the Transition Plan to be performed by Supplier during the Transition Period.

“ **Transitioned Employees** ” shall mean the Affected Personnel who accept offers of employment from Supplier, its Affiliates or Subcontractors and become employed by such Entities pursuant to **Article 8** . Upon being employed by such Entities, such Transitioned Employees shall be deemed to be Supplier Personnel as defined herein.

“ **Transport Facilities** ” shall mean the entire medium over which transport takes place, including the Equipment and associated attachments, features, accessories, and peripherals supported or provided by Supplier in connection with Transport Services (for example, data access lines and circuits; voice access lines and trunks; ISDN lines; copper and fiber; microwave, and satellite, routers, hubs, switches, and PBXs).

“ **Transport Services** ” shall mean a commercial service providing the carriage or transmission of voice, video, or data electronic impulses over a distance.

“ **Transport Systems** ” shall mean all Transport Facilities and associated Software supported or provided by Supplier in connection with the provision, monitoring or management of Transport Services.

“ **Transport Vendor(s)** ” shall mean a provider of Transport Services.

“ **Unanticipated Change** ” shall have the meaning set forth in **Section 11.7** .

“ **Upgrade** ” and its derivatives shall mean the updates, renovations, enhancements, additions and/or new versions or releases of Software or Equipment by Supplier. Unless otherwise agreed, financial responsibility for the costs, fees and expenses associated with an Upgrade of Software or Equipment shall be allocated between the Parties in accordance with **Sections 6.4** and the applicable Supplement.

“US Telecom Management Fee” the differential between the applicable Supplement pricing for applicable US Telecom Resource Units and the AT&T Charges to Kraft, as per the applicable Supplement.

“Virtualization Software” shall mean Software that enables multiple Instances or Application environments to be installed and operational on one or more physical Servers.

“ **WAN** ” or “ **Wide Area Network** ” shall mean a long haul, high speed transmission Network, consisting of WAN Equipment, Software, Transport Systems, and Interconnect Devices that are used to create, connect and transmit data, voice and video signals to within, between or among: (i) LANs; (ii) and non-Kraft locations that do business with Kraft and for which Kraft is responsible for allowing Connectivity.

“ **WAN Equipment** ” shall mean the Equipment and associated attachments, features, accessories, peripherals and Cabling supported or used by Supplier in connection with its provision of WAN Services to the Authorized Users (e.g., routers, multiplexors, access circuits, backbone circuits, channel banks, CSU/DSUs, and associated diagnostic equipment), and all additions, modifications, substitutions, Upgrades or enhancements to such Equipment.

“Warehouse Devices” shall have the meaning given in the applicable Supplement.

“ **WARN Act** ” shall have the meaning set forth in **Section 8.11.2** .

“ **welfare plans** ” shall have the meaning set forth in **Section 8.2.2** .

“ **Whole Unit Spares** ” shall mean Desktop and Laptop devices used by EDS for the repair of EDS supported End User Desktops and Laptops.

“ **Whole Unit Spare Credit** ” shall mean a monthly credit that will be provided to Kraft by EDS to reimburse Kraft for its acquisition costs associated with the Whole Unit Spare devices managed by EDS as part of the EUC Equipment Inventory Pool.

“ **Wiring** ” or “ **Wire** ” shall mean the physical wire connection within walls, between floors and between buildings terminating in a wall jack or other equipment that allows a cable to be connected.

“ **Yearly Performance Average** ” shall mean, with respect to each Critical Service Level for which there was a Service Level Default during the preceding Contract Year, the average of the Supplier’s average monthly performances in the Critical Service Level during the preceding Contract Year.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

TABLE OF CONTENTS

	Page
1. BACKGROUND AND OBJECTIVES	2
1.1 Performance and Management by Supplier	2
1.2 Goals and Objectives	2
1.3 Interpretation	3
2. DEFINITIONS AND DOCUMENTS	4
2.1 Definitions	4
2.2 Other Terms	4
2.3 Companion Agreements	4
2.4 Associated Contract Documents	5
3. TERM	7
3.1 Initial Term	7
3.2 Extension	7
4. SERVICES	7
4.1 Overview	7
4.2 Transition Services	9
4.3 Transformation Services	12
4.4 Termination Assistance Services	14
4.5 Use of Third Parties	20
4.6 Projects	21
4.7 Acquisition and Divestiture Services	23
5. REQUIRED CONSENTS	24
5.1 Supplier Responsibility	24
5.2 Financial Responsibility	24
5.3 Contingent Arrangements	24
6. FACILITIES, SOFTWARE, EQUIPMENT, CONTRACTS AND ASSETS ASSOCIATED WITH THE PROVISION OF SERVICES	25
6.1 Service Facilities	25
6.2 Use of Supplier Facilities	29
6.3 Kraft Rules/Employee Safety	29
6.4 Software, Equipment and Third Party Contracts	30
6.5 Assignment of Licenses, Leases and Related Agreements	33

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

TABLE OF CONTENTS
(continued)

		Page
6.6	Managed Third Parties	34
6.7	Notice of Defaults	36
6.8	Acquired Assets	36
7.	SERVICE LEVELS	37
7.1	General	37
7.2	Service Level Credits; Deliverable Credits	38
7.3	Problem Analysis	38
7.4	Continuous Improvement Reviews	39
7.5	Measurement and Monitoring	39
7.6	Satisfaction Surveys	39
7.7	Notice of Adverse Impact	40
8.	PROJECT PERSONNEL	40
8.1	Transitioned Personnel	40
8.2	Employee Benefit Plans	44
8.3	Other Employee Matters	47
8.4	Key Supplier Personnel and Critical Affected Personnel	48
8.5	Supplier Account Executive	50
8.6	[* * *] of Supplier Account Executive and Key Supplier Personnel	50
8.7	Supplier Personnel Are Not Kraft Employees	50
8.8	Replacement, Qualifications and Retention of Supplier Personnel	51
8.9	Conduct of Supplier Personnel	52
8.10	Substance Abuse	53
8.11	Union Agreements and WARN ACT	53
8.12	Application of Acquired Rights Directive and Similar Laws	54
8.13	Altria Affiliates	54
9.	SUPPLIER RESPONSIBILITIES	54
9.1	Policy and Procedures Manual	54
9.2	Reports	56
9.3	Governance Model; Meetings	57
9.4	Quality Assurance and Internal Controls	58

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

TABLE OF CONTENTS
(continued)

		Page
9.5	Processes, Procedures, Architecture, Standards and Planning	59
9.6	Change Control	61
9.7	Software Currency	64
9.8	Network Configuration Data	65
9.9	Access to Specialized Supplier Skills and Resources; [* * *] Regarding [* * *]	65
9.10	Audit Rights	66
9.11	Agency and Disbursements	70
9.12	Subcontractors	71
9.13	Government Contract Flow-Down Clauses	73
9.14	Additional Telecommunications Matters	74
9.15	Applicable Authority Actions	74
9.16	Unauthorized Use	76
9.17	Technological Evolution	77
9.18	Retained Systems and Business Processes	79
9.19	Annual Reviews	80
10.	KRAFT RESPONSIBILITIES	80
10.1	Responsibilities	80
10.2	Savings Clause	81
11.	CHARGES	81
11.1	General	81
11.2	Pass-Through Expenses	83
11.3	Procurement	84
11.4	Taxes	86
11.5	New Services	88
11.6	Extraordinary Events	90
11.7	Unanticipated Change	91
11.8	Proration	91
11.9	Refundable Items	91
11.10	Kraft Benchmarking Reviews	92
11.11	[* * *]	

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

TABLE OF CONTENTS
(continued)

	Page
12. INVOICING AND PAYMENT	94
12.1 Invoicing	94
12.2 Payment Due	95
12.3 Set Off	95
12.4 Disputed Charges	95
13. KRAFT DATA AND OTHER PROPRIETARY INFORMATION	96
13.1 Kraft Ownership of Kraft Data	96
13.2 Safeguarding Kraft Data	96
13.3 Kraft and Supplier Personal Data	98
13.4 Confidentiality	98
13.5 File Access	102
13.6 Requirements for Information in Legal Proceedings	102
14. OWNERSHIP AND LICENSE OF MATERIALS	104
14.1 Kraft Owned and Licensed Materials	104
14.2 Developed Materials	106
14.3 Supplier Owned and Licensed Materials	107
14.4 Other Materials	109
14.5 General Rights	109
14.6 Kraft Rights Upon Expiration or Termination of Agreement	110
15. REPRESENTATIONS, WARRANTIES AND COVENANTS	114
15.1 Work Standards	114
15.2 Maintenance	114
15.3 Efficiency and Cost Effectiveness	114
15.4 Software	115
15.5 Non-Infringement	116
15.6 Authorization	117
15.7 Inducements; Kraft Code of Business Conduct and Ethics	117
15.8 Malicious Code	118
15.9 Disabling Code	118
15.10 Compliance with Laws	118
15.11 Interoperability; Currency	121
15.12 Disclaimer	121

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

TABLE OF CONTENTS
(continued)

	Page
16. INSURANCE AND RISK OF LOSS	122
16.1 Insurance	122
16.2 Risk of Loss	124
17. INDEMNITIES	124
17.1 Indemnity by Supplier	124
17.2 Indemnity by Kraft	126
17.3 Additional Indemnities	128
17.4 Infringement	128
17.5 Indemnification Procedures	128
17.6 Indemnification Procedures – Governmental Claims	129
17.7 Subrogation	130
18. LIABILITY	130
18.1 General Intent	130
18.2 Force Majeure	130
18.3 Limitation of Liability	131
19. DISPUTE RESOLUTION	135
19.1 Informal Dispute Resolution	135
19.2 Non-Binding Mediation	136
19.3 Arbitration	136
19.4 Equitable Remedies	138
19.5 Jurisdiction	138
19.6 Continued Performance	139
19.7 Governing Law	139
20. TERMINATION	139
20.1 Termination for Cause	139
20.2 Termination for Convenience	141
20.3 Termination Upon Supplier Change of Control	141
20.4 Termination Upon Kraft Change of Control	141

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

TABLE OF CONTENTS
(continued)

		Page
20.5	Termination for Insolvency	142
20.6	[* * *] Rights Upon [* * *] Bankruptcy	142
20.7	Critical Services	143
21. GENERAL		143
21.1	Binding Nature and Assignment	143
21.2	Entire Agreement; Amendment	144
21.3	Notices	144
21.4	Counterparts	147
21.5	Headings	147
21.6	Relationship of Parties	147
21.7	Severability	147
21.8	Consents and Approval	147
21.9	Waiver of Default; Cumulative Remedies	148
21.10	Survival	148
21.11	Publicity	148
21.12	Service Marks	148
21.13	Export	148
21.14	Enforcement and Third Party Beneficiaries	149
21.15	Covenant Regarding Pledging	149
21.16	Order of Precedence	149
21.17	Hiring of Employees	150
21.18	Further Assurances	150
21.19	Liens	150
21.20	Covenant of Good Faith	150
21.21	Notice of [* * *] Condition	151
21.22	Acknowledgment	151
21.23	References	151

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [* * *]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Exhibit 10.6

MONDELĒZ INTERNATIONAL, INC.
AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN
(Amended as of December 31, 2009
and Restated as of October 2, 2012)

Section 1. Purpose; Definitions.

The purpose of the Plan is to support the Company's ongoing efforts to develop and retain world-class leaders and to provide the Company with the ability to provide incentives more directly linked to the profitability of the Company's businesses and increases in shareholder value.

For purposes of the Plan, the following terms are defined as set forth below:

(a) "Annual Incentive Award" means an Incentive Award made pursuant to Section 5(a)(vi) with a Performance Cycle of one year or less.

(b) "Awards" mean grants under the Plan or, to the extent relevant, under any Prior Plan, of Incentive Awards, Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Deferred Stock Units, or Other Stock-Based Awards.

(c) "Board" means the Board of Directors of the Company.

(d) "Cause" means termination because of:

  (i) Continued failure to substantially perform the Participant's job's duties (other than resulting from incapacity due to disability);

  (ii) Gross negligence, dishonesty, or violation of any reasonable rule or regulation of the Company where the violation results in significant damage to the Company; or

  (iii) Engaging in other conduct which adversely reflects on the Company in any material respect.

(e) "Change in Control" has the meaning set forth in Section 6.

(f) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.

(g) "Commission" means the Securities and Exchange Commission or any successor agency.

(h) “Committee” means the Human Resources and Compensation Committee of the Board or a subcommittee thereof, any successor thereto or such other committee or subcommittee as may be designated by the Board to administer the Plan.

(i) “Common Stock” or “Stock” means the Class A Common Stock of the Company.

(j) “Company” means Mondelēz International, Inc., a corporation organized under the laws of the Commonwealth of Virginia, or any successor thereto.

(k) “Deferred Stock Unit” means such Award as described in Section 5(a)(v).

(l) “Economic Value Added” means net after-tax operating profit less the cost of capital.

(m) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, and any successor thereto.

(n) “Fair Market Value” means, as of any given date, the mean between the highest and lowest reported sales prices of the Common Stock on the NASDAQ Global Select Market or, if no such sale of Common Stock is reported on such date, the fair market value of the Stock as determined by the Committee in good faith; provided, however, that the Committee may in its discretion designate the actual sales price as Fair Market Value in the case of dispositions of Common Stock under the Plan.

(o) “Good Reason” means:

(i) the assignment to the Participant of any duties substantially inconsistent with the Participant’s position, authority, duties or responsibilities in effect immediately prior to the Change in Control, or any other action by the Company that results in a marked diminution in the Participant’s position, authority, duties or responsibilities, excluding for this purpose:

a. changes in the Participant’s position, authority, duties or responsibilities which are consistent with the Participant’s education, experience, etc.; or

b. an isolated, insubstantial and inadvertent action not taken in bad faith and that is remedied by the Company promptly after receipt of notice thereof given by the Participant;

(ii) any material reduction in the Participant’s base salary, annual incentive or long-term incentive opportunity as in effect immediately prior to the Change in Control;

(iii) the Company's, its subsidiaries' or affiliates' requiring the Participant to be based at any office or location other than any other location which does not extend the Participant's home to work location commute as of the time of the Change in Control by more than 50 miles;

(iv) the Company's, its subsidiaries' or affiliates' requiring the Participant to travel on business to a substantially greater extent than required immediately prior to the Change in Control; or

(v) any failure by the Company to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place, as required by Section 6 of the Plan.

The Participant must notify the Company of any event purporting to constitute Good Reason within 45 days following the Participant's knowledge of its existence, and the Company shall have 20 days in which to correct or remove such Good Reason, or such event shall not constitute Good Reason.

(p) "Incentive Award" means any Award that is either an Annual Incentive Award or a Long-Term Incentive Award.

(q) "Incentive Stock Option" means any Stock Option that is designated as being an Incentive Stock Option and complies with Section 422 (or any amended or successor provision) of the Code.

(r) "Long-Term Incentive Award" means an Incentive Award made pursuant to Section 5(a)(vi) with a Performance Cycle of more than one year.

(s) "Nonqualified Stock Option" means any Stock Option that is not an Incentive Stock Option.

(t) "Other Stock-Based Award" means an Award made pursuant to Section 5(a)(iii).

(u) "Participant" means any eligible individual as set forth in Section 3 to whom an Award is granted.

(v) "Performance Cycle" means the period selected by the Committee during which the performance of the Company or any subsidiary, affiliate or unit thereof or any individual is measured for the purpose of determining the extent to which an Award subject to Performance Goals has been earned.

(w) "Performance Goals" mean the objectives for the Company or any subsidiary or affiliate or any unit thereof or any individual that may be established by the Committee for a Performance Cycle with respect to any performance-based Awards contingently awarded under the Plan. Performance Goals may be provided in absolute terms, or in relation to the Company's peer group. The Company's peer group will be determined by the Committee, in its sole discretion. The Performance Goals for Awards that are intended to constitute "performance-based" compensation within the meaning of Section 162(m) (or any amended or successor provision) of the Code shall be based on one or more of the following criteria: net earnings or net income (before or after taxes), operating income, earnings per share, net sales or revenue growth, adjusted net income, net operating profit or income, return measures (including, but not limited to, return on assets, capital, invested capital, equity, sales, or revenue), cash flow (including, but not limited to, operating cash flow, free cash flow, cash flow return on equity, and cash flow return on investment), earnings before or after taxes, interest, depreciation, and/or amortization, gross or operating margins, productivity ratios, share price (including, but not limited to, growth measures and total shareholder return), cost control, margins, operating efficiency, market share, customer satisfaction or employee satisfaction, working capital, management development, succession planning, taxes, depreciation and amortization or Economic Value Added.

(x) "Plan" means this Mondelēz International, Inc. 2005 Performance Incentive Plan, as amended as of May 20, 2009 and restated as of October 2, 2012, as further amended from time to time.

(y) "Prior Plan" means the Mondelēz International, Inc. 2001 Performance Incentive Plan.

(z) "Restricted Period" means the period during which an Award may not be sold, assigned, transferred, pledged or otherwise encumbered.

(aa) "Restricted Stock" means an Award of shares of Common Stock pursuant to Section 5(a)(iv).

(bb) "Restricted Stock Unit" means such Award as described in Section 5(a)(v).

(cc) "Spread Value" means, with respect to a share of Common Stock subject to an Award, an amount equal to the excess of the Fair Market Value, on the date such value is determined, over the Award's exercise or grant price, if any.

(dd) "Stock Appreciation Right" or "SAR" means a right granted pursuant to Section 5(a)(ii).

(ee) "Stock Option" means an Incentive Stock Option or a Nonqualified Stock Option granted pursuant to Section 5(a)(i).

Section 2. Administration.

The Plan shall be administered by the Committee, which shall have the power to interpret the Plan and to adopt such rules and guidelines for carrying out the Plan as it may deem appropriate. The Committee shall have the authority to adopt such modifications, procedures and subplans as may be necessary or desirable to comply with the laws, regulations, compensation practices and tax and accounting principles of the countries in which the Company, or a subsidiary or an affiliate thereof, may operate to assure the viability of the benefits of Awards made to individuals employed in such countries and to meet the objectives of the Plan.

Subject to the terms of the Plan, the Committee shall have the authority to determine those employees eligible to receive Awards and the amount, type and terms of each Award and to establish and administer any Performance Goals applicable to such Awards. The Committee may delegate its authority and power under the Plan to one or more officers of the Company, subject to guidelines prescribed by the Committee, but only with respect to Participants who are not subject to either Section 16 (or any amended or successor provision) of the Exchange Act or Section 162(m) (or any amended or successor provision) of the Code.

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

Section 3. Eligibility.

Salaried employees of the Company, its subsidiaries and affiliates who are responsible for or contribute to the management, growth and profitability of the business of the Company, its subsidiaries or its affiliates, are eligible to be granted Awards under the Plan.

Section 4. Common Stock Subject to the Plan.

(a) Common Stock Available. The total number of shares of Common Stock reserved and available for distribution pursuant to the Plan shall be 168,000,000 shares, which consists of 150,000,000 shares that were approved in 2005 and 18,000,000 shares that were added as of the May 20, 2009 Amendment and Restatement. An amount not to exceed 27,509,964 shares of Common Stock may be issued pursuant to Restricted Stock Awards, Restricted Stock Unit Awards, Deferred Stock Unit Awards, Other Stock-Based Awards, and Incentive Awards, except that Other Stock-Based Awards with values based on Spread Values shall not be included in this limitation; and except further, that Restricted Stock Awards, Restricted Stock Unit Awards, Deferred Stock Unit Awards, Other Stock-Based

Awards, and Incentive Awards granted prior to May 20, 2009 shall not be included in this limitation. Except as otherwise provided herein, any Award made under the Prior Plan before the expiration of such Prior Plan shall continue to be subject to the terms and conditions of such Prior Plan and the applicable Award agreement. Any adjustments, substitutions, or other actions that may be made or taken in accordance with Section 4(b) below in connection with the corporate transactions or events described therein shall, to the extent applied to outstanding Awards made under the Prior Plan, be deemed made from shares reserved for issuance under such Prior Plan, rather than this Plan, pursuant to the authority of the Board under the Prior Plan to make adjustments and substitutions in such circumstances to the aggregate number and kind of shares reserved for issuance under the Prior Plan and to Awards granted under the Prior Plan. To the extent any Award under this Plan is exercised or cashed out or terminates or expires or is forfeited without a payment being made to the Participant in the form of Common Stock, the shares subject to such Award that were not so paid, if any, shall again be available for distribution in connection with Awards under the Plan; provided, however, that any shares which are available again for Awards under the Plan also shall count against the limit described in Section 5(b)(i). If a SAR or similar Award based on Spread Value with respect to shares of Common Stock is exercised, the full number of shares of Common Stock with respect to which the Award is measured will nonetheless be deemed distributed for purposes of determining the maximum number of shares remaining available for delivery under the Plan. Similarly, any shares of Common Stock that are used by a Participant as full or partial payment of withholding or other taxes or as payment for the exercise or conversion price of an Award under the Plan will be deemed distributed for purposes of determining the maximum number of shares remaining available for delivery under the Plan.

(b) Adjustments for Certain Corporate Transactions

(i) In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock in any case after adoption of the Plan by the Board, the Committee shall make such adjustments or substitutions with respect to the Plan and the Prior Plan and to Awards granted thereunder as it deems appropriate to reflect the occurrence of such event, including, but not limited to, adjustments (A) to the aggregate number and kind of securities reserved for issuance under the Plan, (B) to the Award limits set forth in Section 5, (C) to the Performance Goals or Performance Cycles of any outstanding Performance-Based Awards, and (D) to the number and kind of securities subject to outstanding Awards and, if applicable, the grant or exercise price or Spread Value of outstanding Awards. In addition, the Committee may make an Award in substitution for incentive awards, stock awards, stock options or similar awards held by an individual who is, previously

was, or becomes an employee of the Company, a subsidiary or an affiliate in connection with a transaction described in this Section 4 (b)(i). Notwithstanding any provision of the Plan (other than the limitation set forth in Section 4(a)), the terms of such substituted Awards shall be as the Committee, in its discretion, determines is appropriate.

(ii) Specific Adjustments.

(A) In connection with any of the events described in Section 4(b)(i), the Committee shall also have authority with respect to the Plan and the Prior Plan and to Awards granted thereunder (x) to grant Awards (including Stock Options, SARs, and Other Stock-Based Awards) with a grant price that is less than Fair Market Value on the date of grant in order to preserve existing gain under any similar type of award previously granted by the Company or another entity to the extent that the existing gain would otherwise be diminished without payment of adequate compensation to the holder of the award for such diminution **,** and (y) except as may otherwise be required under an applicable Award agreement, to cancel or adjust the terms of an outstanding Award as appropriate to reflect the substitution for the outstanding Award of an award of equivalent value granted by another entity.

(B) In connection with a spin-off or similar corporate transaction, the Committee shall also have authority with respect to the Plan and the Prior Plan and to Awards granted thereunder to make adjustments described in this Section 4(b) that may include, but are not limited to, (x) the imposition of restrictions on any distribution with respect to Restricted Stock or similar Awards and (y) the substitution of comparable Stock Options to purchase the stock of another entity or SARs, Restricted Stock Units, Deferred Stock Units or Other Stock-Based Awards denominated in the securities of another entity, which may be settled in the form of cash, Common Stock, stock of such other entity, or other securities or property, as determined by the Committee; and, in the event of such a substitution, references in this Plan and the Prior Plan and in the applicable Award agreements thereunder to “Common Stock” or “Stock” shall be deemed to also refer to the securities of the other entity where appropriate.

(iii) In connection with any of the events described in Section 4(b)(i), with respect to the Plan and the Prior Plan and to Awards granted hereunder, the Committee is also authorized to provide for the payment of any outstanding Awards in cash, including, but not limited to, payment of cash in lieu of any fractional Awards, provided that any such payment shall be exempt from or comply with the requirements of Section 409A of the Code.

(iv) In the event of any conflict between this Section 4(b) and other provisions of the Plan or the Prior Plan, the provisions of this section shall control. Receipt of an Award under the Plan shall constitute an acknowledgement by the Participant receiving such Award of the Committee's ability to adjust Awards under the Prior Plans in a manner consistent with this Section 4(b).

Section 5. Awards.

(a) General. The types of Awards that may be granted under the Plan are set forth below. Awards may be granted singly, in combination or in tandem with other Awards. All Award agreements are incorporated in and constitute part of the Plan.

(i) Stock Options. A Stock Option represents the right to purchase a share of Stock at a predetermined grant price. Stock Options granted under the Plan may be in the form of Incentive Stock Options or Nonqualified Stock Options, as specified in the Award agreement but no Stock Option designated as an Incentive Stock Option shall be invalid in the event that it fails to qualify as an Incentive Stock Option. The term of each Stock Option shall be set forth in the Award agreement, but no Stock Option shall be exercisable more than ten years after the grant date. The grant price per share of Common Stock purchasable under a Stock Option shall not be less than 100% of the Fair Market Value on the date of grant. Subject to the applicable Award agreement, Stock Options may be exercised, in whole or in part, by giving written notice of exercise specifying the number of shares to be purchased. Such notice shall be accompanied by payment in full of the purchase price by certified or bank check or such other instrument as the Company may accept (including a copy of instructions to a broker or bank acceptable to the Company to deliver promptly to the Company an amount sufficient to pay the purchase price). Unless otherwise determined by the Committee, payment in full or in part may also be made in the form of Common Stock already owned by the Participant valued at Fair Market Value on the day preceding the date of exercise; provided, however, that such Common Stock shall not have been acquired by the Participant within the six months following the exercise of a Stock Option or SAR, within six months after the lapse of restrictions on Restricted Stock, or within six months after the receipt of Common Stock from the Company, whether in settlement of any Award or otherwise.

(ii) Stock Appreciation Rights. A SAR represents the right to receive a cash payment, shares of Common Stock, or both (as determined by the Committee), with a value equal to the Spread Value on the date the SAR is exercised. The grant price of a SAR shall be set forth in the applicable Award agreement and shall not be less than 100% of the Fair Market Value on the date of grant. Subject to the terms of the applicable Award agreement, a SAR shall be exercisable, in whole or in part, by giving written notice of exercise, but no SAR shall be exercisable more than ten years after the grant date.

(iii) Other Stock-Based Awards. Other Stock-Based Awards are Awards, other than Stock Options, SARs, Restricted Stock, Restricted Stock Units, or Deferred Stock Units, that are denominated in, valued in whole or in part by reference to, or otherwise based on or related to, Common Stock. The grant, purchase, exercise, exchange or conversion of Other Stock-Based Awards granted under this subsection (iii) shall be on such terms and conditions and by such methods as shall be specified by the Committee. Where the value of an Other Stock-Based Award is based on the Spread Value, the grant price for such an Award will not be less than 100% of the Fair Market Value on the date of grant.

(iv) Restricted Stock. Shares of Restricted Stock are shares of Common Stock that are awarded to a Participant and that during the Restricted Period may be forfeitable to the Company upon such conditions as may be set forth in the applicable Award agreement. Except as provided in the applicable Award agreement, Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered during the Restricted Period. Except as provided in the applicable Award agreement, a Participant shall have with respect to such Restricted Stock all the rights of a holder of Common Stock during the Restricted Period.

(v) Restricted Stock Units and Deferred Stock Units. Restricted Stock Units and Deferred Stock Units represent the right to receive shares of Common Stock, cash, or both (as determined by the Committee) upon satisfaction of such conditions as may be set forth in the applicable Award agreement. Except as provided in the applicable Award agreement, Restricted Stock Units and Deferred Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered during the Restricted Period. Except as provided in the applicable Award agreement, a Participant shall have with respect to such Restricted Stock Units and Deferred Stock Units none of the rights of a holder of Common Stock unless and until shares of Common Stock are actually delivered in satisfaction of the restrictions and other conditions of such Restricted Stock Units or Deferred Stock Units.

(vi) Incentive Awards. Incentive Awards are performance-based Awards that are expressed in U.S. currency or Common Stock or any combination thereof. Incentive Awards shall either be Annual Incentive Awards or Long-Term Incentive Awards.

(b) Maximum Awards. Subject to the exercise of the Committee's authority pursuant to Section 4:

(i) The total number of shares of Common Stock subject to Stock Options and SARs awarded during any calendar year to any Participant shall not exceed 3,000,000 shares.

(ii) The total amount of any Annual Incentive Award awarded to any Participant with respect to any Performance Cycle, taking into account the cash and the Fair Market Value of any Common Stock payable with respect to such Award, shall not exceed $10,000,000.

(iii) The total amount of any Long-Term Incentive Award awarded to any Participant with respect to any Performance Cycle shall not exceed 400,000 shares of Common Stock multiplied by the number of years in the Performance Cycle or, in the case of Awards expressed in currency, $8,000,000 multiplied by the number of years in the Performance Cycle.

(iv) An amount not in excess of 1,000,000 shares of Common Stock may be issued or issuable to any Participant in a calendar year pursuant to Restricted Stock, Restricted Stock Units, Deferred Stock Units, and Other Stock-Based Awards, except that Other Stock-Based Awards with values based on Spread Values shall not be included in this limitation.

(c) Performance-Based Awards. Any Awards granted pursuant to the Plan may be in the form of performance-based Awards through the application of Performance Goals and Performance Cycles.

(d) Vesting. Awards granted under the Plan shall vest at such time or times as shall be determined by the Committee; provided, however, that no condition relating to the vesting of an Award that is based upon Performance Goals shall be based on a Performance Cycle of less than one year, and no condition that is based upon continued employment or the passage of time alone shall provide for vesting of an Award more rapidly than in installments over three years from the date the Award is made, except (i) upon the death, disability or retirement of the Participant, in each case as specified in the Award agreement (ii) upon a Change in Control, as specified in Section 6 of the Plan, (iii) for Stock Options and SARs, (iv) for any Award paid in cash, and (v) for up to 8,400,000 (equal to 5% of authorized shares) shares of Common Stock that may be subject to Awards without any minimum vesting period.

Section 6. Change in Control Provisions.

(a) Impact of Event. Notwithstanding any other provision of the Plan to the contrary, in the event of a Change in Control (as defined below in Section 6(b)):

(i) If and to the extent that outstanding Awards, other than Incentive Awards, under the Plan (A) are assumed by the successor corporation (or affiliate thereto) or (B) are replaced with equity awards that preserve the existing value of the Awards at the time of the Change in Control and provide for subsequent payout in accordance with a vesting schedule and Performance Goals, as applicable, that are the same or more favorable to the Participants than the vesting schedule and Performance Goals applicable to the Awards, then all such Awards or such substitutes thereof shall remain outstanding and be governed by their respective terms and the provisions of the Plan subject to Section 6(a)(iv) below.

(ii) If and to the extent that outstanding Awards, other than Incentive Awards, under the Plan are not assumed or replaced in accordance with Section 6(a)(i) above, then upon the Change in Control the following treatment (referred to as "Change-in-Control Treatment") shall apply to such Awards: (A) outstanding Options and SARs shall immediately vest and become exercisable; (B) the restrictions and other conditions applicable to outstanding Restricted Shares, Restricted Stock Units and Stock Awards, including vesting requirements, shall immediately lapse; and (C) such Awards shall be free of all restrictions and fully vested.

(iii) If and to the extent that outstanding Awards under the Plan are not assumed or replaced in accordance with Section 6(a)(i) above, then in connection with the application of the Change-in-Control Treatment set forth in Section 6(a)(ii) above, the Board may, in its sole discretion, provide for cancellation of such outstanding Awards at the time of the Change in Control in which case a payment of cash, property or a combination thereof shall be made to each such Participant upon the consummation of the Change in Control that is determined by the Board in its sole discretion and that is at least equal to the excess (if any) of the value of the consideration that would be received in such Change in Control by the holders of the securities of Mondelēz International, Inc. relating to such Awards over the exercise or purchase price (if any) for such Awards.

(iv) If and to the extent that (A) outstanding Awards are assumed or replaced in accordance with Section 6(a)(i) above and (B) a Participant's employment with, or performance of services for, the Company is terminated by the Company for any reasons other than Cause or, by such Participant eligible to participate in the Mondelēz International, Inc. Change in Control Plan for Key Executives, for Good Reason, in each case, within the two-year period commencing on the Change in Control, then, as of the date of such Participant's termination, the Change-in-Control Treatment set forth in Section 6(a)(ii) above shall apply to all assumed or replaced Awards of such Participant then outstanding.

(v) Outstanding Options or SARs that are assumed or replaced in accordance with Section 6(a)(i) may be exercised by the Participant in accordance with the applicable terms and conditions of such Award as set forth in the applicable award agreement or elsewhere; provided, however, that Options or SARs that become exercisable in accordance with Section 6(a)(iv) may be exercised until the expiration of the original full term of such Option or SAR notwithstanding the other original terms and conditions of such Award.

(vi) Any Incentive Awards relating to Performance Cycles completed prior to the year in which the Change in Control occurs that have been earned but not paid shall become immediately payable in cash upon the Change in Control. In addition, each Participant who has been awarded an Incentive Award for any current performance cycle shall be deemed to have earned a pro rata Incentive Award equal to the product of (A) such Participant's target award opportunity for such Performance Cycle, and (B) a fraction, the numerator of which is the number of full or partial months that have elapsed since the beginning of such Performance Cycle to the date on which the Change in Control occurs, and the denominator of which is the total number of months in such Performance Cycle, and such amount shall become immediately payable in cash upon the Change in Control.

(vii) Except as otherwise specified in an Award Agreement, any of the foregoing Change in Control provisions that change the timing of payment of an Award shall not be applicable to an Award subject to Section 409A of the Code. For the avoidance of doubt, the foregoing is applicable to Awards issued before and existing on the date this amendment to the Plan is being made as well as to Awards issued after such date.

(b) Definition of Change in Control. "Change in Control" means the occurrence of any of the following events:

(i) Acquisition of 20% or more of the outstanding voting securities of the Company by another entity or group; excluding, however, the following:

(A) any acquisition by the Company or any of its Affiliates;

(B) any acquisition by an employee benefit plan or related trust sponsored or maintained by the Company or any of its Affiliates; or

(C) any acquisition pursuant to a merger or consolidation described in Section 6(b)(iii);

(ii) During any consecutive 24-month period, persons who constitute the Board at the beginning of such period cease to constitute at least 50% of the Board; provided that each new Board member who is approved by a majority of the directors who began such 24 month period shall be deemed to have been a member of the Board at the beginning of such 24 month period;

(iii) The consummation of a merger or consolidation of the Company with another company, and the Company is not the surviving company; or, if after such transaction, the other entity owns, directly or indirectly, 50% or more of the outstanding voting securities of the Company; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity resulting from such transaction (including, without limitation, an entity which as a result of such transaction owns the Company either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities; or

(iv) The consummation of a plan of complete liquidation of the Company or the sale or disposition of all or substantially all of the Company's assets, other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring the Company's assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Company.

Section 7. Plan Amendment and Termination.

(a) The Board may at any time and from time to time amend the Plan in whole or in part; provided, however, that if an amendment to the Plan (i) would materially increase the benefits accruing to the Participants, (ii) would materially increase the number of securities which may be issued under the Plan, (iii) would materially modify the requirements for participation in the Plan or (iv) must otherwise be approved by the shareholders of the Company in order to comply with applicable law or the rules of the NASDAQ Global Select Market or, if the shares of Common Stock are not traded on the NASDAQ Global Select Market, the principal national securities exchange upon which the shares of Common Stock are traded or quoted, then, such amendment will be subject to shareholder approval and will not be effective unless and until such approval has been obtained.

(b) Except in connection with a corporate transaction or event described in Section 4(b) of the Plan, the terms of outstanding Awards may not be amended to reduce the exercise price of outstanding Stock Options or the base price of outstanding SARs, or cancel outstanding Stock Options or SARs in exchange for cash, other Awards or Stock Options or SARs with an exercise price or base price, as applicable, that is less than the exercise price of the original Stock Option or base price of the original SAR, as applicable, without shareholder approval.

(c) Subject to Section 7(b) hereof, the Board may amend the terms of any Award theretofore granted under the Plan prospectively or retroactively, but subject to Section 4(b) of the Plan, no such amendment shall impair the rights of any Participant without his or her consent. The Board may, in its discretion, terminate the Plan at any time. Termination of the Plan will not affect the rights of Participants or their successors under any Awards outstanding hereunder and not exercised in full on the date of termination.

Section 8. Payments and Payment Deferrals.

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

Section 9. Dividends and Dividend Equivalents.

The Committee may provide that any Awards under the Plan, other than Stock Options or SARs, earn dividends or dividend equivalents. Such dividends or dividend equivalents may be paid currently, except in the case of Other Stock-Based Awards in which any applicable Performance Goals have not been achieved, or may be credited to a Participant's Plan account. Any crediting of dividends or dividend equivalents may be subject to such restrictions and conditions as the Committee may establish, including reinvestment in additional shares of Common Stock or Common Stock equivalents.

Section 10. Transferability.

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

Section 11. Award Agreements.

Each Award under the Plan shall be evidenced by a written agreement (which may be electronic and need not be signed by the recipient unless otherwise specified by the Committee) that, subject to Section 5(d) of the Plan, sets forth the terms, conditions and limitations for each Award. Such terms may include, but are not limited to, the term of the Award, vesting and forfeiture provisions, and the provisions applicable in the event the Participant's employment terminates. Subject to Section 7 of the Plan, the Committee may amend an Award agreement, provided that, except as set forth in any Award agreement or as necessary to comply with applicable law or avoid adverse tax consequences to some or all Participants, no such amendment may materially and adversely affect an Award without the Participant's consent.

Section 12. Unfunded Status Plan.

It is presently intended that the Plan constitute an "unfunded" plan for incentive and deferred compensation. The Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver Common Stock or make payments; provided, however, that, unless the Committee otherwise determines, the existence of such trusts or other arrangements is consistent with the "unfunded" status of the Plan.

Section 13. General Provisions.

(a) The Committee may require each person acquiring shares of Common Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to the distribution thereof. The certificates for such shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer.

All certificates for shares of Common Stock or other securities delivered under the Plan shall be subject to such stock transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the Commission, any stock exchange upon which the Common Stock is then listed, and any applicable Federal, state or foreign securities law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(b) Nothing contained in the Plan shall prevent the Company, or a subsidiary or an affiliate thereof, from adopting other or additional compensation arrangements for their respective employees.

(c) Neither the adoption of the Plan nor the granting of Awards under the Plan shall confer upon any employee any right to continued employment nor shall they interfere in any way with the right of the Company, or a subsidiary or an affiliate thereof, to terminate the employment of any employee at any time.

(d) No later than the date as of which an amount first becomes includible in the gross income of the Participant for income tax purposes with respect to any Award under the Plan, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any Federal, state, local or foreign taxes of any kind which are required by law or applicable regulation to be withheld with respect to such amount. Unless otherwise determined by the Committee, withholding obligations arising from an Award may be settled with Common Stock, including Common Stock that is part of, or is received upon exercise or conversion of, the Award that gives rise to the withholding requirement. In no event shall the Fair Market Value of the shares of Common Stock to be withheld and delivered pursuant to this Section 13(d) to satisfy applicable withholding taxes in connection with the benefit exceed the minimum amount of taxes required to be withheld. The obligations of the Company under the Plan shall be conditional on such payment or arrangements, and the Company, its subsidiaries and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Participant. The Committee may establish such procedures as it deems appropriate, including the making of irrevocable elections, for the settling of withholding obligations with Common Stock.

(e) The Plan and all Awards made and actions taken thereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction. Unless otherwise provided in an Award, recipients of an Award under the Plan are deemed to submit to the exclusive jurisdiction and venue of the Federal or state courts of the Commonwealth of Virginia, to resolve any and all issues that may arise out of or relate to the Plan or any related Award.

(f) All obligations of the Company under the Plan with respect to Awards granted hereunder shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(g) The Plan and all Awards made hereunder shall be interpreted, construed and operated to reflect the intent of the Company that all aspects of the Plan and the Awards shall be interpreted either to be exempt from the provisions of Section 409A of the Code or, to the extent subject to Section 409A of the Code, comply with Section 409A of the Code and any regulations and other guidance thereunder. This Plan may be amended at any time, without the consent of any

party, to avoid the application of Section 409A of the Code in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Nothing in the Plan shall provide a basis for any person to take action against the Company or any affiliate based on matters covered by Section 409A of the Code, including the tax treatment of any amount paid or Award made under the Plan, and neither the Company nor any of its affiliates shall under any circumstances have any liability to any participant or his estate for any taxes, penalties or interest due on amounts paid or payable under the Plan, including taxes, penalties or interest imposed under Section 409A of the Code.

(h) If any provision of the Plan is held invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining parts of the Plan, and the Plan shall be enforced and construed as if such provision had not been included.

(i) The Plan was approved by stockholders and became effective on May 20, 2009. No Awards shall be made after May 20, 2019, provided that any Awards granted prior to that date may extend beyond it.

Exhibit 10.7

MONDELĒZ INTERNATIONAL, INC.
AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN

RESTRICTED STOCK AGREEMENT
FOR MONDELĒZ INTERNATIONAL COMMON STOCK

MONDELĒZ INTERNATIONAL, INC., a Virginia corporation (the " Company "), hereby grants to the employee (the " Employee ") named in the Award Statement (the " Award Statement ") attached hereto, as of the date set forth in the Award Statement (the " Award Date ") pursuant to the provisions of the Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan (the " Plan "), a Restricted Stock Award (the " Award ") with respect to the number of shares (the " Restricted Shares ") of the Common Stock of the Company (" Common Stock ") set forth in the Award Statement, upon and subject to the restrictions, terms and conditions set forth below, in the Award Statement and in the Plan. Capitalized terms not otherwise defined in this Restricted Stock Agreement (the " Agreement ") shall have the meaning specified in the Plan.

1. Restrictions . Subject to paragraph 2 below, the restrictions on the Restricted Shares shall lapse and the Restricted Shares shall vest on the date set forth in the Restricted Stock Award section of the Award Statement (the " Vesting Date "), provided that the Employee remains an employee of the Mondelēz Group (as defined below in paragraph 13) during the entire period (the " Restriction Period ") commencing on the Award Date set forth in the Award Statement and ending on the Vesting Date.

2. Termination of Employment During Restriction Period . In the event of the termination of the Employee's employment with the Mondelēz Group prior to the Vesting Date other than by death, Disability, or Normal Retirement (as defined below in paragraph 13) or unless it is otherwise determined by (or pursuant to authority granted by) the Committee administering the Plan (the " Committee "), the Restricted Shares shall not vest and the Employee shall forfeit all rights to the Restricted Shares. Any Restricted Shares that are forfeited shall be transferred directly to the Company. If death, Disability, or Normal Retirement of the Employee occurs prior to the Vesting Date, the restrictions on the Restricted Shares shall immediately lapse and the Restricted Shares shall become fully vested on such date of death, Disability, or Normal Retirement.

3. Voting and Dividend Rights . During the Restriction Period, the Employee shall have the right to vote the Restricted Shares and to receive any dividends and other distributions with respect to the Restricted Shares, as paid, less applicable Tax-Related Items (as defined in Section 6, below) (it being understood that such dividends will generally be taxable as ordinary compensation income during such Restriction Period) unless and until such Restricted Shares are forfeited pursuant to paragraph 2 hereof.

4. Custody and Delivery of Certificates Representing Shares . The shares of Common Stock subject to the Award may be held by a custodian in book entry form with the restrictions on such shares duly noted or, alternatively, the Company may hold the certificate or certificates representing such shares, in either case until the Award shall have vested, in whole or in part, pursuant to paragraphs 1 and 2 hereof. As soon as practicable after the Restricted Shares shall have vested pursuant to paragraphs 1 and 2 hereof, subject to paragraph 7 hereof, the restrictions shall be removed from those of such shares that are held in book entry form, and the Company shall deliver to the Employee any certificate or certificates representing those of such shares that are held by the Company and destroy or return to the Employee the stock power or powers relating to such shares. If such stock power or powers also relate to unvested shares, the Company may require, as a condition precedent to the delivery of any certificate pursuant to this paragraph 4, the execution and delivery to the Company of one or more irrevocable stock powers relating to such unvested shares.

5. Transfer Restrictions . This Award and the Restricted Shares (until they become unrestricted pursuant to the terms hereof) are non-transferable and may not be assigned, hypothecated or otherwise pledged and shall not be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, the Award shall immediately become null and void and the Restricted Shares shall be forfeited.

6. Withholding Taxes . The Employee acknowledges that, regardless of any action taken by the Company or, if different, the Employee's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Employee's participation in the Plan and legally applicable to the Employee ("Tax-Related Items"), is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or the Employer. The Employee further acknowledges that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant, vesting or payment of the Award, the receipt of any dividends or the subsequent sale of shares of Common Stock; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Shares to reduce or eliminate the Employee's liability for Tax-Related Items or achieve any particular tax result. Further if the Employee becomes subject to any Tax-Related Items in more than one jurisdiction (including jurisdictions outside the United States) between the date of grant and the date of any relevant taxable event the Employee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction.

The Employee acknowledges and agrees that the Company shall not be required to lift the restrictions on the Restricted Shares unless it has received payment in a form acceptable to the Company for all applicable Tax-Related Items, as well as amounts due to the Company as " theoretical taxes ", if applicable, pursuant to the then-current international assignment and tax and/or social insurance equalization policies and procedures of the Mondelēz Group, or arrangements satisfactory to the Company for the payment thereof have been made.

In this regard, the Employee authorizes the Company and/or the Employer, in their sole discretion and without any notice or further authorization by the Employee, to withhold all applicable Tax-Related Items legally due by the Employee and any theoretical taxes from the Employee's wages or other cash compensation paid by the Company and/or the Employer. Alternatively, or in addition, the Company may (i) deduct the number of Restricted Shares having an aggregate value equal to the amount of Tax-Related Items and any theoretical taxes due from the total number of Restricted Shares awarded, vested, paid or otherwise becoming subject to current taxation; (ii) instruct the broker whom it has selected for this purpose (on the Employee's behalf and at the Employee's direction pursuant to this authorization) to sell the Restricted Shares to meet the Tax-Related Items withholding obligation and any theoretical taxes, except to the extent that such a sale would violate any U.S. Federal Securities law or other applicable law; and/or (iii) satisfy the Tax-Related Items and any theoretical taxes arising from the granting or vesting of this Award, as the case may be, through any other method established by the Company. Notwithstanding the foregoing, if the Employee is subject to the short-swing profit rules of Section 16(b) of the Exchange Act, the Employee may elect the form of withholding in advance of any Tax-Related Items withholding event and in the absence of the Employee's election, the Company will withhold in Restricted Shares upon the relevant withholding event or the Committee may determine that a particular method be used to satisfy any Tax Related Items withholding. Restricted Shares deducted from this Award in satisfaction of withholding tax requirements shall be valued at the Fair Market Value of the Common Stock received in payment of vested Restricted Shares on the date as of which the amount giving rise to the withholding requirement first became includible in the gross income of the Employee under applicable tax laws.

To avoid any negative accounting treatment, the Company may withhold or account for Tax-Related Items or theoretical taxes by considering applicable minimum statutory withholding amounts (in accordance with Section 13(d) of the Plan) or other applicable withholding rates. If the obligation for Tax-Related Items is satisfied by withholding in Restricted Shares, for tax purposes, the Employee is deemed to have been issued the full number of shares of Common Stock underlying the Award, notwithstanding that a number of Restricted Shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Employee's participation in the Plan.

Finally, the Employee agrees to pay to the Company or the Employer any amount of Tax-Related Items and any theoretical taxes that the Company or the Employer may be required to withhold or account for as a result of the Employee's participation in the Plan that cannot be satisfied by the means previously described.

7. Death of Employee . If any of the Restricted Shares shall vest upon the death of the Employee, they shall be registered in the name of the estate of the Employee.

8. Original Issue or Transfer Taxes . The Company shall pay all original issue or transfer taxes and all fees and expenses incident to such delivery, except as otherwise provided in paragraph 6.

9. Successors. Whenever the word "Employee" is used herein under circumstances such that the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom the Restricted Shares may be transferred pursuant to this Agreement, it shall be deemed to include such person or persons. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall acquire any rights hereunder in accordance with this Agreement, the Award Statement or the Plan.

10. Award Confers No Rights to Continued Employment-Nature of the Grant . Nothing contained in the Plan or this Agreement shall give the Employee the right to be retained in the employment of any member of the Mondelēz Group, affect the right of any such employer to terminate the Employee or be interpreted as forming an employment or service contract with any member of the Mondelēz Group. The adoption and maintenance of the Plan shall not constitute an inducement to, or condition of, the employment of the Employee. Further, the Employee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of Restricted Shares is voluntary and occasional and does not create any contractual or other right to receive future grants of Awards, or benefits in lieu of Awards, even if Awards have been granted in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Committee;

(d) the Employee is voluntarily participating in the Plan;

(e) the Restricted Shares and the shares of Common Stock subject to the Restricted Shares are not intended to replace any pension rights or compensation;

(f) the Restricted Shares and the shares of Common Stock subject to the Restricted Shares and the income and the value of same are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension, retirement or welfare benefits;

(i) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Shares resulting from the termination of the Employee's employment by the Company or the Employer, and in consideration of the award of the Restricted Shares to which the Employee is otherwise not entitled, the Employee irrevocably agrees never to institute any claim against the Company, any of its subsidiaries or affiliates or the Employer, waives his or her ability, if any, to bring any such claim, and releases the Company, its subsidiaries or affiliates and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Employee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(k) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Employee's participation in the Plan, or the Employee's acquisition or sale of the underlying shares of Common Stock;

(l) the Employee is hereby advised to consult with the Employee's own personal tax, legal and financial advisors regarding the Employee's participation in the Plan before taking any action related to the Plan; and

(m) the Restricted Shares and the benefits evidenced by this Agreement do not create any entitlement, not otherwise specifically provided for in the Plan or determined by the Company in its discretion, to have the Restricted Shares or any such benefits transferred to, or assumed by, another company, or to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock.

11. Interpretation . The terms and provisions of the Plan (a copy of which will be furnished to the Employee upon written request to the Office of the Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, Illinois 60015) are incorporated herein by reference. To the extent any provision of this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. The Committee shall have the right to resolve all questions which may arise in connection with the Award or this Agreement. Any interpretation, determination or other action made or taken by the Committee regarding the Plan or this Agreement shall be final, binding and conclusive.

12. Governing Law . This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to choice of laws principles thereof.

13. Miscellaneous Definitions . For purposes of this Agreement, (a) the term " Disability " means permanent and total disability as determined under procedures established by the Company for purposes of the Plan, and (b) the term " Normal Retirement " means retirement from active employment under a pension plan of the Mondelēz Group or under an employment contract with any member of the Mondelēz Group, on or after the date specified as the normal retirement age in the pension plan or employment contract, if any, under which the Employee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension

benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service). In any case in which (i) the meaning of "Normal Retirement" is uncertain under the definition contained in the prior sentence or (ii) a termination of employment at or after age 65 would not otherwise constitute "Normal Retirement," an Employee's termination of employment shall be treated as a "Normal Retirement" under such circumstances as the Committee, in its sole discretion, deems equivalent to retirement. " Mondelēz Group " means Mondelēz International, Inc. and each of its subsidiaries and affiliates. For purposes of this Agreement, (x) a " subsidiary " includes only any company in which the applicable entity, directly or indirectly, has a beneficial ownership interest of greater than 50 percent and (y) an " affiliate " includes only any company that (A) has a beneficial ownership interest, directly or indirectly, in the applicable entity of greater than 50 percent or (B) is under common control with the applicable entity through a parent company that, directly or indirectly, has a beneficial ownership interest of greater than 50 percent in both the applicable entity and the affiliate.

14. Adjustments . In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Award, the Committee shall make adjustments to the number and kind of shares of Common Stock subject to this Award, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of restricted or unrestricted shares, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment by the Mondelēz Group, in each case subject to any Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

15. Electronic Delivery and Acceptance . The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or to request the Employee's consent to participate in the Plan by electronic means. The Employee hereby consents to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

16. Compliance With Law . Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any Common Stock underlying the Restricted Shares prior to the completion of any registration or qualification of the shares of Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Employee understands that the Company is under no obligation to register or qualify the shares of Common Stock with the Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Common Stock. Further, the Employee agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Employee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.

17. Agreement Severable . The provisions of this Agreement are severable and if any one or more provisions are deemed to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nonetheless be binding and enforceable.

18. Headings . Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

19. Imposition of Other Requirements . The Company reserves the right to impose other requirements on the Employee's participation in the Plan and on the Restricted Shares to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. Waiver . The Employee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Employee or any other participant of the Plan.

IN WITNESS WHEREOF, this Restricted Stock Agreement has been duly executed as of February 20, 2013.

MONDELĒZ INTERNATIONAL, INC.

/s/ Carol J. Ward

Carol J. Ward
Vice President and Corporate Secretary

Exhibit 10.8

MONDELĒZ INTERNATIONAL, INC.
AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN

NON-QUALIFIED U.S. STOCK OPTION AWARD AGREEMENT

MONDELĒZ INTERNATIONAL, INC., a Virginia corporation (the " Company "), hereby grants to the employee identified in the Award Statement (the " Optionee " identified in the " Award Statement ") attached hereto under the Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan (the " Plan ") a non-qualified stock option (the " Option "). The Option entitles the Optionee to exercise up to the aggregate number of shares set forth in the Award Statement (the " Option Shares ") of the Company's Common Stock, at the Grant Price per share set forth in the Award Statement (the " Grant Price "). Capitalized terms not otherwise defined in this Non-Qualified U.S. Stock Option Award Agreement (the " Agreement ") shall have the meaning set forth in the Plan. The Option is subject to the following terms and conditions:

1. Vesting . Prior to the satisfaction of the Vesting Requirements set forth in the Schedule in the Award Statement (the " Schedule "), the Option Shares may not be exercised except as provided in paragraph 2 below.

2. Vesting Upon Termination of Employment . In the event of the termination of the Optionee's employment with the Mondelēz Group (as defined below in paragraph 12) prior to satisfaction of the Vesting Requirements other than by reason of Early Retirement (as defined below in paragraph 12) occurring after December 31 of the same year as the date of grant of the Option, Normal Retirement (as defined below in paragraph 12), death or Disability (as defined below in paragraph 12), or as otherwise determined by (or pursuant to authority granted by) the Committee administering the Plan, this Option shall not be exercisable with respect to any of the Option Shares set forth in the Award Statement. If death or Disability of the Optionee occurs prior to satisfaction of the Vesting Requirements, this Option shall become immediately exercisable for 100% of the Option Shares set forth in the Award Statement. If the Optionee's employment with the Mondelēz Group is terminated by reason of Normal Retirement, or by Early Retirement occurring after December 31 of the same year as the date of grant of the Option, the Option Shares shall continue to become exercisable as set forth on the Schedule as if such Optionee's employment had not terminated.

3. Exercisability Upon Termination of Employment . During the period commencing on the first date that the Vesting Requirements are satisfied (or, such earlier date determined in accordance with paragraph 2) until and including the Expiration Date set forth in the Schedule, this Option may be exercised in whole or in part with respect to such Option Shares, subject to the following provisions:

(a) In the event that the Optionee's employment is terminated by reason of Early Retirement occurring after December 31 of the same year as the date of grant of the Option, Normal Retirement, death or Disability, such Option Shares may be exercised on or prior to the Expiration Date;

(b) If employment is terminated by the Optionee (other than by Early Retirement occurring after December 31 of the same year as the date of grant of the Option, death, Disability or Normal Retirement), such Option Shares may be exercised for a period of 30 days from the effective date of termination;

(c) If, other than by death, Disability, Normal Retirement, or Early Retirement occurring after December 31 of the same year as the date of grant of the Option, the Optionee's employment is terminated by the Company, a subsidiary or affiliate without cause, such Option Shares may be exercised for a period of 12 months following such termination; provided, however, if the Optionee shall die within such 12-month period, such Option Shares may be exercised for a period of 12 months from the date of death of the Optionee; and

(d) If the Optionee's employment is involuntarily suspended or terminated for cause, no Option Shares may be exercised during the period of suspension, or following such termination of employment.

No provision of this paragraph 3 shall permit the exercise of any Option Shares after the Expiration Date. For purposes of this Agreement, the Optionee's employment shall be deemed to be terminated (i) when he or she is no longer actively employed by the Mondelēz Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any), and (ii) when he or she is no longer actively employed by a corporation, or a parent or subsidiary thereof, substituting a new option for this Option (or assuming this Option) in connection with a merger, consolidation, acquisition of property or stock, separation, split-up, reorganization, liquidation or similar transaction. The Optionee shall not be considered actively employed during any period for which he or she is receiving, or is eligible to receive, salary continuation, notice period or garden leave payments, or other benefits under the Mondelēz International, Inc. Severance Pay Plan, or any similar plan maintained by the Mondelēz Group or through other such arrangements that may be entered into that give rise to separation or notice pay, except in any case in which the Optionee is eligible for Normal Retirement or Early Retirement upon the expiration of salary continuation or other benefits. The Board of Directors and/or the Committee shall have the exclusive discretion to determine when the Optionee is no longer actively employed for purposes of the Option. Unless otherwise determined by the Committee, leaves of absence shall not constitute a termination of employment for purposes of this Agreement. Notwithstanding the foregoing provisions and unless otherwise determined by the Company, this Option may only be exercised on a day that the NASDAQ Global Select Market (the "Exchange") is open. Accordingly, if the Expiration Date is a day the Exchange is closed, the Expiration Date shall be the immediately preceding day on which the Exchange is open.

4. Exercise of Option and Withholding Taxes . This Option may be exercised only in accordance with the procedures and limitations, set forth in the Company's Equity Awards Plan Guide , as amended from time to time (the " Methods of Exercise ").

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

The Optionee acknowledges and agrees that the Company shall not be required to deliver the Option Shares being exercised upon any exercise of this Option unless it has received payment in a form acceptable to the Company for all applicable Tax-Related Items, as well as amounts due to the Company as "theoretical taxes" pursuant to the then-current international assignment and tax and/or social insurance equalization policies and procedures of the Mondelēz Group, or arrangements satisfactory to the Company for the payment thereof have been made.

In this regard, the Optionee authorizes the Company and/or the Employer, in their sole discretion and without any notice or further authorization by the Optionee, to withhold all applicable Tax-Related Items legally due by the Optionee and any theoretical taxes from the Optionee's wages or other cash compensation paid by the Company and/or the Employer or from proceeds of the sale of Option Shares. Alternatively, or in addition, the Company may instruct the broker whom it has selected for this purpose (on the Optionee's behalf and at the Optionee's direction pursuant to this authorization without further consent) to sell the Option Shares that the Optionee acquires to meet the Tax-Related Items withholding obligation and any theoretical taxes. In addition, unless otherwise determined by the Committee, Tax-Related Items or theoretical taxes may be paid with outstanding shares of the Company's Common Stock, such shares to be valued at Fair Market Value on the exercise date. Finally, the Optionee shall pay to the Company or the Employer any amount of Tax-Related Items and theoretical taxes that the Company or the Employer may be required to withhold as a result of the Optionee's participation in the Plan or the Optionee's exercise of Option Shares that cannot be satisfied by the means previously described.

To avoid any negative accounting treatment, the Company may withhold or account for Tax-Related Items or theoretical taxes by considering applicable minimum statutory withholding amounts or other applicable withholding rates.

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

6. Transfer Restrictions . Unless otherwise required by law, this Option is not transferable or assignable by the Optionee in any manner other than by will or the laws of descent and distribution and is exercisable during the Optionee's lifetime only by the Optionee. The terms of the Plan and this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

7. Adjustments . In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Award, the Board of Directors of the Company or the Committee shall make adjustments to the terms and provisions of this Award (including, without limiting the generality of the foregoing, terms and provisions relating to the Grant Price and the number and kind of shares subject to this Option) as it deems appropriate including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of the Option, and to determine whether continued employment with any entity resulting from such transaction or event will or will not be treated as a continued employment with the Mondelēz Group, in each case, subject to any Board of Director or Committee action specifically addressing any such adjustments, cash payments or continued employment treatment.

8. Successors . Whenever the word "Optionee" is used herein under circumstances such that the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom this Option may be transferred pursuant to this Agreement, it shall be deemed to include such person or persons. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Company and any person or persons who shall acquire any rights hereunder in accordance with this Agreement, the Award Statement or the Plan.

9. Governing Law . This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to choice of laws principles thereof.

10. Award Confers No Rights to Continued Employment—Nature of the Grant . Nothing contained in the Plan or this Agreement shall give any employee the right to be retained in the employment of any member of the Mondelēz Group, affect the right of any such employer to terminate any employee, or be interpreted as forming an employment or service contract with any member of the Mondelēz Group. The adoption and maintenance of the Plan shall not constitute an inducement to, or condition of, the employment of any employee. Further, the Optionee acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

(c) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Board of Directors of the Company or the Committee;

(d) the Optionee is voluntarily participating in the Plan;

(e) the Option and the Option Shares subject to the Option are not intended to replace any pension rights or compensation;

(f) the Option and the Option Shares subject to the Option and the income and the value of same are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension, retirement or welfare benefits or similar payments;

(g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(h) if the underlying shares of Common Stock do not increase in value, the Option will have no value;

(i) if the Optionee exercises the Option and obtains shares of Common Stock, the value of those shares of Common Stock acquired upon exercise may increase or decrease in value, even below the Grant Price;

(j) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of the Optionee's employment or other service relationship by the Company or the Employer, and in consideration of the grant of the Option to which the Optionee is otherwise not entitled, the Optionee irrevocably agrees never to institute any claim against the Company, any of its subsidiaries or affiliates or the Employer, waives his or her ability, if any, to bring any such claim, and releases the Mondelēz Group and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, the Optionee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(k) as further set forth in paragraph 3 above, in the event of termination of the Optionee's employment (whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if

any) the Optionee's right to exercise the Option after termination of employment, if any, will be measured by the date of termination of the Optionee's active employment and will not be extended by any notice periods;

(l) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Optionee's participation in the Plan, or the Optionee's acquisition or sale of the underlying shares of Common Stock;

(m) the Optionee is hereby advised to consult with the Optionee's own personal tax, legal and financial advisors regarding the Optionee's participation in the Plan before taking any action related to the Plan;

(n) the Option is designated as not constituting an Incentive Stock Option; this Agreement shall be interpreted and treated consistently with such designation; and

(o) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock;

11. Interpretation . The terms and provisions of the Plan (a copy of which will be furnished to the Optionee upon written request to the Office of the Corporate Secretary, Mondelēz International, Inc., Three Parkway North, Deerfield, Illinois 60015) are incorporated herein by reference. To the extent any provision in this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan shall govern. The Committee shall have the right to resolve all questions which may arise in connection with the Award or this Agreement, including whether an Optionee is no longer actively employed and any interpretation, determination or other action made or taken by the Committee regarding the Plan or this Agreement shall be final, binding and conclusive.

12. Miscellaneous Definitions . For the purposes of this Agreement, the term " Disability " means permanent and total disability as determined under the procedures established by the Company for purposes of the Plan and the term " Normal Retirement " means retirement from active employment under a pension plan of the Mondelēz Group, or under an employment contract with any member of the Mondelēz Group, on or after the date specified as normal retirement age in the pension plan or employment contract, if any, under which the Optionee is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or contract become payable without reduction for early commencement and without any requirement of a particular period of prior service). For the purposes of this Agreement, " Early Retirement " means retirement from active employment other than Normal Retirement, as determined by the Committee, in its sole discretion. As used herein, " Mondelēz Group " means Mondelēz International, Inc. and each of its subsidiaries and affiliates. For purposes of this Agreement, (x) a " subsidiary " includes only any company in which the applicable entity, directly or indirectly, has a beneficial ownership interest of greater than 50 percent and (y) an " affiliate " includes only any company that (A) has a beneficial ownership interest, directly or indirectly, in the applicable entity of greater than 50 percent or (B) is under common control with the applicable entity through a parent company that, directly or indirectly, has a beneficial ownership interest of greater than 50 percent in both the applicable entity and the affiliate.

13. Compliance With Law . Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company shall not be required to deliver any Option Shares issuable upon exercise of the Option prior to the completion of any registration or qualification of the Option Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the Commission or of any other governmental regulatory body, or prior to

obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Optionee understands that the Company is under no obligation to register or qualify the Option Shares with the Commission or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares. Further, the Optionee agrees that the Company shall have unilateral authority to amend the Plan and the Agreement without the Optionee's consent to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.

14. Electronic Delivery and Acceptance . The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or to request the Optionee's consent to participate in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

15. Agreement Severable . The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

16. Headings . Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

17. Imposition of Other Requirements . The Company reserves the right to impose other requirements on the Optionee's participation in the Plan, on the Option, and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

18. Appendix . Notwithstanding any provisions in this Agreement, if the Optionee relocates to one of the countries included in Appendix A to the Company's Non-Qualified Non-U.S. Stock Option Award Agreement, the special terms for such country will apply to the Optionee, to the extent the Company determines that the application of such terms is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

19. Waiver . The Optionee acknowledges that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by the Optionee or any other participant of the Plan.

IN WITNESS WHEREOF, this Non-Qualified U.S. Stock Option Award Agreement has been granted as of February 20, 2013.

MONDELĒZ INTERNATIONAL, INC.

/s/ Carol J. Ward

Carol J. Ward
Vice President and Corporate Secretary

Exhibit 10.9

MONDELĒZ INTERNATIONAL, INC.
LONG-TERM INCENTIVE PLAN
Restated as of October 2, 2012

The Board of Mondelēz International, Inc., a corporation organized under the laws of the Commonwealth of Virginia (the "Company"), has established the Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan, as amended from time to time (the "2005 Plan"), for the benefit of employees of the Company, its subsidiaries and Affiliates. Section 2 of the 2005 Plan authorizes the Committee to establish sub-plans relating to the 2005 Plan as the Committee deems necessary and desirable. The Committee has determined that it is necessary and desirable to establish a sub-plan for the purpose of advancing the interests of the Company and its shareholders by establishing a direct relationship between the payment of bonuses to certain of the officers and other employees of the Company and the financial success of the Company in order to enhance shareholder value. As such, the Committee hereby establishes the Mondelēz International, Inc. Long-Term Incentive Plan, as may be amended from time to time (the "LTI Plan"), as a sub-plan to the 2005 Plan.

ARTICLE I.

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meanings as set forth in the 2005 Plan. For purposes of the LTI Plan, the following terms shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

Section 1.1 – Affiliate . "Affiliate" means any entity that directly or indirectly through one or more intermediaries controls or is controlled by the Company, in each case, as determined by the Committee.

Section 1.2 – Base Salary . "Base Salary" means the annual base salary of a Participant at the rate in effect on the first date of the Performance Cycle. For an employee who becomes an Eligible Employee under Section 1.7 after the first date of the Performance Cycle, "Base Salary" means the annual base salary of that Participant at the rate in effect on the first date that the Participant becomes an Eligible Employee.

Section 1.3 – Covered Employee . "Covered Employee" means an Eligible Employee who is, or could be, a "covered employee" within the meaning of Section 162(m) of the Code.

Section 1.4 – Director . "Director" means a member of the Board.

Section 1.5 – Disability . "Disability" means permanent and total disability as determined under procedures established by the Company for purposes of the 2005 Plan.

Section 1.6 – Early Retirement . "Early Retirement" means retirement from active employment other than Normal Retirement, as determined by the Committee, in its sole discretion.

Section 1.7 – Eligible Employee . "Eligible Employee" means a regular full-time salaried, exempt employee of the Company or any Affiliate who, in the opinion of the Committee, is an employee whose performance can contribute to the successful management and financial success of the Company or an Affiliate and who has been designated as receiving a base salary in Band F or above as of July 1st of the first year of the applicable Performance Cycle.

Section 1.8 – GAAP . "GAAP" means United States generally accepted accounting principles.

Section 1.9 – Mondelēz International Group . "Mondelēz International Group" means Mondelēz International, Inc. and each of its subsidiaries and Affiliates.

S ection 1.10 – LTIP Award . "LTIP Award" means an award granted to a Participant under the LTI Plan entitling the Participant to cash or shares of Common Stock upon attainment of the Performance Goals and the satisfaction of the other terms and conditions set forth herein and in accordance with the provisions of this LTI Plan.

Section 1.11 – LTIP Award Agreement . "LTIP Award Agreement" means the agreement, contract, or other instrument or document evidencing the terms and conditions of an LTIP Award, including through electronic medium.

Section 1.12 – LTIP Award Cash Payout . "LTIP Award Cash Payout" means an amount equal to the product of (a) the LTIP Award Target, multiplied by (b) the Performance Goal Attainment Factor, and, in the case of a Participant who becomes eligible to participate in the Plan after the first day of the Performance Cycle or who terminated employment before the last day of the Performance Cycle, multiplied by (c) the Participation Period Factor.

Section 1.13 – LTIP Award Share Payout . "LTIP Award Share Payout" means an amount equal to the (a) the LTIP Award Target, divided by (b) the Fair Market Value of a share of Common Stock on the first business day of the Performance Cycle, rounded up to the next 10 shares of Common Stock, and multiplied by (c) the Performance Goal Attainment Factor, and, in the case of a Participant who becomes eligible to participate in the Plan after the first day of the Performance Cycle or who terminates employment before the last day of the Performance Cycle, multiplied by (d) the Participation Period Factor. For purposes of calculating the LTIP Award Share Payout, if a Participant's Base Salary is in a currency other than U.S. dollars, his or her Base Salary shall be converted into U.S. dollars at the exchange rate in effect on the first day of the Performance Cycle, as determined in the sole discretion of the Committee.

Section 1.14 – LTIP Award Target . "LTIP Award Target" means an amount equal to (a) the product of (i) the Participant's Base Salary, multiplied by (ii) the Participant's Incentive Target, (b) a percentage of a performance incentive pool established by the Committee in accordance with Section 2.1 hereof or (c) a combination of the formulations set forth in subsections (a) and (b).

Section 1.15 – Maximum Goal Factor . "Maximum Goal Factor" means a percentage established by the Committee with respect to an LTIP Award and Performance Cycle, and representing the maximum percentage that may be determined to have been attained as a Performance Goal Attainment Factor. In the case of LTIP Awards that are intended to constitute Qualified Performance-Based Compensation, the Maximum Goal Factor shall be established at the same time the related Performance Goals are established.

Section 1.16 – Normal Retirement . "Normal Retirement" means retirement from active employment under (a) a pension plan of the Mondelēz International Group, (b) an employment contract with any member of the Mondelēz International Group, or (c) a local labor contract, on or after the date specified as normal retirement age in the pension plan, employment contract or local contract, if any, under which the Participant is at that time accruing pension benefits for his or her current service (or, in the absence of a specified normal retirement age, the age at which pension benefits under such plan or such contracts become payable without reduction for early commencement and without any requirement of a particular period of prior service).

Section 1.17 – Participant . "Participant" means any Eligible Employee selected by the Committee, in its sole discretion, who has been granted an LTIP Award.

Section 1.18 – Participant's Incentive Target . "Participant's Incentive Target" means a percentage of a Participant's Base Salary established by the Company.

Section 1.19 – Participation Period Factor . "Participation Period Factor" means a fraction, the numerator of which is the number of months (including partial months, rounded up to the next whole month) the Participant was actively employed with the Company (or Affiliate) during the Performance Cycle and the denominator of which is the number of months (including partial months, rounded up to the next whole month) in the Performance Cycle. The Committee, in its sole discretion, may adjust the Participation Period Factor.

Section 1.20 Performance Criteria . "Performance Criteria" means, with respect to the Company, a subsidiary, an Affiliate, or any business unit thereof, any one or more or any combination of the following, net earnings or net income (before or after taxes), operating income, earnings per share, net sales or revenue growth, adjusted net income, net operating profit or income, return measures (including, but not limited to, return on assets, capital, invested capital, equity, sales, or revenue), cash flow (including, but not limited to, operating cash flow, free cash flow, cash flow return on equity, and cash flow return on investment), earnings before or after taxes, interest, depreciation, and/or amortization, gross or operating margins, productivity ratios, share price (including, but not limited to, growth measures and total shareholder return), cost control, margins, operating efficiency, market share, customer satisfaction or employee satisfaction, working capital, management development, succession planning, taxes, depreciation and amortization or economic value added. The Performance Criteria applicable to any Performance Cycle shall be selected by the Committee, in its sole discretion, at the beginning of the applicable Performance Cycle.

Section 1.21 – Performance Cycle . "Performance Cycle" means a three-year period commencing on the first day of the first calendar year of the three-year period, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to, and payment of, an LTIP Award. A Performance Cycle may overlap with any other Performance Cycles under LTI Plan. The first Performance Cycle under the LTI Plan shall commence on January 1, 2011 and end on December 31, 2013. Alternatively, the Committee may establish a Performance Cycle having a duration that is different than the three-year period set forth above. In the case of an LTIP Award that is not intended to constitute Qualified Performance-Based Compensation, the Committee, in its sole discretion, may adjust the duration of the Performance Cycle at any time before the term of the originally established Performance Cycle has expired.

Section 1.22 – Performance Goal Attainment Factor . "Performance Goal Attainment Factor" means a percentage ranging from 0% to the Maximum Goal Factor representing the rate at which the Performance Goals have been attained as determined by the Committee.

Section 1.23 – Performance Goals . "Performance Goals" have the meaning set forth in Section 2.2 hereof.

Section 1.24 – Qualified Performance-Based Compensation . "Qualified Performance-Based Compensation" means any compensation awarded to a Covered Employee that is intended to qualify as "qualified performance-based compensation" as described in Section 162(m)(4)(C) of the Code.

ARTICLE II.

LTIP AWARDS

Section 2.1 – Participants; LTIP Awards . The Committee, in its sole discretion, may grant LTIP Awards with regard to any Performance Cycle (and with respect to multiple Performance Cycles) to one or more Eligible Employees, as the Committee selects. At the time an LTIP Award is granted pursuant to this Section 2.1, the Committee shall specify (a) whether the LTIP Award will be an LTIP Award Cash Payout or LTIP Award Share Payout, or a combination thereof, (b) the Maximum Goal Factor that may be attained upon the achievement of the Performance Goals established in accordance Section 2.2 hereof, and subject to Section 2.4 hereof, and (c) a performance incentive pool amount, if any.

Section 2.2 – Performance Goals . For each Performance Cycle in which one or more Eligible Employees is granted an LTIP Award, the Committee shall establish in writing one or more objectively determinable Performance Goals based on Performance Criteria for such LTIP Award. Performance Goals may be determined on an absolute basis or relative to internal goals or relative to levels attained in prior years or related to other companies or indicies or as ratios expressing relationships between two or more Performance Goals. In addition, Performance Goals may be based upon the attainment of specified levels of Company performance under one or more Performance Criteria relative to the performance of other corporations.

In addition, for LTIP Awards not intended to qualify as Qualified Performance-Based Compensation, the Committee may establish Performance Goals based on Performance Criteria as it deems appropriate in its sole discretion. For LTIP Awards that are intended to constitute Qualified Performance-Based Compensation, to the extent the Committee elects not to determine achievement of the Performance Goal in accordance with GAAP, or to the extent that determination of achievement in accordance with GAAP would not satisfy the requirements of Section 162(m) of the Code, the Committee shall, within the time prescribed by Section 162(m) of the Code, define in an objective fashion the manner of determining whether and to what extent any specified Performance Goal has been achieved for the Performance Cycle.

The Performance Goals applicable to LTIP Awards granted in connection with a given Performance Cycle shall be set forth in the LTIP Award Agreement applicable to such Performance Cycle.

Section 2.3 – Adjustments to Performance Goals . For each LTIP Award that is intended to constitute Qualified Performance-Based Compensation, the Committee, in its sole discretion, may, at the time of grant, specify in the LTIP Award Agreement that one or more objectively determinable adjustments shall be made to one or more of the Performance Goals established under Section 2.2 hereof. For example (without limiting the adjustments to any of the following), the Committee may specify, in its sole discretion, at the time of grant, the manner of adjustment of any Performance Goal to the extent necessary to prevent dilution or enlargement of any award as a result of extraordinary events or circumstances, as determined by the Committee, or to exclude the effects of extraordinary, unusual, or non-recurring items; changes in applicable laws, regulations, or accounting principles; currency fluctuations; discontinued operations; non-cash items, such as amortization, depreciation, or reserves; asset impairment; or any recapitalization, restructuring, reorganization, merger, acquisition, divestiture, consolidation, spin-off, split-up, combination, liquidation, dissolution, sale of assets, or other similar corporate transaction but only to the extent such adjustments would be permitted under Section 162(m) of the Code. For LTIP Awards not intended to constitute Qualified Performance-Based Compensation, the Committee may make such adjustments to one or more of the Performance Goals as the Committee in its sole discretion deems appropriate.

Section 2.4 – 162(m) Award Limit . The maximum aggregate number of shares of Common Stock that may be awarded under an LTIP Award Share Payout that is intended to constitute Qualified Performance-Based Compensation granted to any one Participant shall not exceed a number of shares of Common Stock specified in Section 5(b)(iii) of the 2005 Plan. The maximum dollar amount that may be awarded under an LTIP Award Cash Payout that is intended to constitute Qualified Performance-Based Compensation granted to any one Participant shall not exceed a dollar amount specified in Section 5(b)(iii) of the 2005 Plan.

ARTICLE III.

PAYMENT OF LTIP AWARDS

Section 3.1 – Form of Payment . Each Participant's LTIP Award shall be paid as an LTIP Award Cash Payout or an LTIP Award Share Payout, or a combination thereof, as determined in accordance with Section 2.1 above. Any LTIP Award that is paid, in whole or in part, in the form of an LTIP Award Share Payout, and that results in less than a whole number of shares of Common Stock shall be rounded up to the next whole share of Common Stock (no fractional shares of Common Stock shall be issued in payment of an LTIP Award). Any shares of Common Stock issued in respect of an LTIP Award Share Payout shall be issued pursuant to the terms and conditions of the 2005 Plan and shall reduce the number of shares available for issuance thereunder.

Section 3.2 – Certification; Performance Goal Attainment Factor Determination . Following the completion of each Performance Cycle and, subject to Section 3.4, prior to the distribution of any payment of an LTIP Award intended to constitute Qualified Performance-Based Compensation, the Committee shall certify in writing whether the applicable Performance Goals were achieved for the Performance Cycle to which the LTIP Award relates and shall determine the Performance Goal Attainment Factor with respect to such LTIP Award.

Section 3.3 – Performance Goal Attainment Factor Modifications . In determining the amount payable to a Participant with respect to the Participant's LTIP Award that is intended to constitute Qualified Performance-Based Compensation, the Committee shall have the right, in its sole discretion, to reduce the Performance Goal Attainment Factor (resulting in the reduction or elimination (including to zero), but not an increase, in the amount otherwise payable under the LTIP Award) to take into account recommendations of the Chief Executive Officer of the Company and/or such additional factors including qualitative factors, if any, that the Committee may deem relevant to the assessment of individual or corporate performance for the Performance Cycle. In the case of LTIP Awards that are not intended to qualify as Qualified Performance-Based Compensation, the Committee shall retain the right, in its sole discretion, to modify the Performance Goal Attainment Factors (resulting in a reduction, an increase or elimination (including to zero) of, the amount otherwise payable under the under the LTIP Award) to take into account recommendations of the Chief Executive Officer of the Company and/or such additional factors including qualitative factors, if any, that the Committee may deem relevant to the assessment of individual or corporate performance for the Performance Cycle. Anything to the contrary in the foregoing notwithstanding, in no event shall any such reduction or elimination of the amount payable under an LTIP Award contemplated in the foregoing sentences increase the amount payable under an LTIP Award that is intended to qualify as a Qualified Performance-Based Compensation.

Section 3.4 – Timing of Payment . Unless otherwise determined by the Committee, each LTIP Award shall be paid as soon as practicable after the Committee certifies in writing that the Performance Goals specified for such LTIP Award were in fact satisfied.

Section 3.5 – Employment Termination . Except as provided in Section 3.5(a) or Section 3.5(b) below, a Participant must be continuously and actively employed through the last date of the applicable Performance Cycle in order to be eligible to receive payment of the LTIP Award. A Participant also must be an employee in good standing of the Company or an Affiliate on the date of payment; receipt of salary continuation, notice payments, severance pay or any similar payment shall not constitute good standing for purposes of this Plan. For Participants residing outside the United States, and unless otherwise required by local law as determined by the Company on a country-by-country basis, in the event of termination of the Participant's employment (whether or not in breach of local labor laws), the Participant's right to be eligible to receive payment of the LTIP Award will terminate effective as of the date that the Participant is no longer actively employed and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law).

(a) Death; Disability . In the event of a Participant's death or termination of the Participant's active employment with the Company (or an Affiliate) as a result of the Participant's Disability, in each case, during the first year following the commencement of a Performance Cycle, the Participant shall forfeit any rights under the LTIP Award to which the Performance Cycle relates. In the event of a Participant's death or termination of the Participant's active employment with the Company (or an Affiliate) as a result of the Participant's Disability, in each case, after the first year following the commencement of a

Performance Cycle, the LTIP Award shall become payable calculated based on a Performance Goal Attainment Factor equal to 100%, pro rated by applying the Participation Period Factor. Except as otherwise determined by the Committee, in its sole discretion, and provided in an LTIP Award Agreement, any LTIP Award that becomes payable in connection with a Participant's death or active employment termination resulting from a Participant's Disability as contemplated in this Section 3.5(a) shall be paid at the time of such employment termination, and in any event within 90 days following the Participant's termination of employment.

(b) Retirement . In the event a Participant's active employment with the Company (or an Affiliate) terminates prior to the last date of the applicable Performance Cycle as a result of the Participant's Early or Normal Retirement, the Participant shall, as determined by the Committee in its sole discretion, forfeit the right to any outstanding LTIP Awards or have the right to receive a pro rated portion of the LTIP Award that becomes payable in accordance with the provisions of the Plan by applying the Participation Period Factor. Except as otherwise determined by the Committee, in its sole discretion, and provided in an LTIP Award Agreement, any LTIP Award that becomes payable in connection with a Participant's Early or Normal Retirement as contemplated in this Section 3.5(b) shall be paid at the same time that all other Participants are paid the LTIP Award in accordance with Section 3.4 hereof, and in any event within 90 days following the end of the applicable Performance Cycle. If the Company determines that there has been a legal judgment and/or legal development in the jurisdiction where the Participant resides that results in the favorable treatment on Early or Normal Retirement described in this section being deemed unlawful and/or discriminatory, then the Company will not apply such favorable treatment, and the Participant's right to the LTIP Award will be treated as it would under Section 3.5(c) hereof.

(c) Other Employment Terminations . In the event of a termination of the Participant's active employment with the Company (or an Affiliate) prior to the last day of the applicable Performance Cycle for any reason not described in Section 3.5(a) or 3.5(b), including, without limitation, the Participant's voluntary or involuntary termination (whether with or without cause) or a termination in connection with a divestiture of the Company, the Participant shall forfeit as of the date of the termination any rights under all outstanding LTIP Awards held by the Participant.

Anything to the contrary in this Section 3.5 notwithstanding, the Committee may, in its sole discretion, provide for full or partial payment of the LTIP Award upon termination of a Participant's active employment for any reason prior to the completion of a Performance Cycle to which an LTIP Award relates provided that the Committee shall not exercise such discretion if doing so would cause an LTIP Award that is intended to qualify as Qualified Performance-Based Compensation not to qualify.

ARTICLE IV.

SECTION 162(M) OF THE CODE

Section 4.1 – Qualified Performance-Based Compensation . The Committee, in its discretion, may determine whether an LTIP Award is intended to qualify as Qualified Performance-Based Compensation, and may take such actions as it may deem necessary to ensure that such LTIP Award will so qualify. Any such LTIP Award shall be subject to any

additional limitations set forth in Section 162(m) of the Code (including any amendment to Section 162(m) of the Code) and any Treasury Regulations or rulings issued thereunder that are requirements for qualifications as Qualified Performance-Based Compensation, and the LTI Plan shall be deemed amended to the extent necessary to conform to such requirements.

Section 4.2 – Performance Goals .

(a) The Committee may, in its discretion, establish the specific Performance Goal or Goals under Section 2.2 hereof that must be achieved in order for a Participant to become eligible to receive an LTIP Award Cash Payout or LTIP Award Share Payout (including any specific adjustments to be made under Section 2.3 hereof). The Performance Goals (including any adjustments resulting in an increase to the amount payable under the LTIP Award) shall be established in writing by the Committee; provided, however, that the achievement of such Performance Goals shall be substantially uncertain at the time such Performance Goals are established in writing.

(b) With respect to any LTIP Award that is intended to constitute Qualified Performance-Based Compensation, the applicable Performance Goals described in Section 2.2 hereof (including any adjustments to be made under Section 2.3 hereof) shall be established in writing no later than the 90 th day following the commencement of the Performance Cycle to which the Performance Goals relate; provided, however, that in no event shall the Performance Goals be established after 25% of the Performance Cycle has elapsed.

ARTICLE V.

ADMINISTRATION

Section 5.1 – Committee . For LTIP Awards that are intended to qualify as Qualified Performance-Based Compensation, the Committee shall consist solely of two or more Directors appointed by and holding office at the pleasure of the Board, each of whom constitutes an “outside director” within the meaning of Section 162(m)(4)(C) of the Code and the Treasury Regulations thereunder. In the case of LTIP Awards that are not intended to constitute Qualified Performance-Based Compensation, the Committee may consist of two or more Directors appointed by and holding office at the pleasure of the Board; provided, that, to the extent permitted by applicable law, the Committee may also consist of one or more officers of the Company in the case of LTIP Awards not intended to constitute Qualified Performance-Based Compensation granted to Eligible Employees who are not (i) subject to Section 16 of the Exchange Act of 1934, as amended, or (ii) officers of the Company who have been appointed to serve on the Committee as contemplated hereunder.

Section 5.2 – Duties and Powers of Committee . It shall be the duty of the Committee to conduct the general administration of the LTI Plan in accordance with its provisions. The Committee shall have the power to interpret the LTI Plan, and to adopt such rules for the administration, interpretation and application of the LTI Plan as are consistent therewith and to interpret, amend or revoke any such rules. In its absolute discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Committee under the LTI Plan except with respect to matters which under Section 162(m) of the Code are required to be determined in the sole and absolute discretion of the Committee.

Section 5.3 – Determinations of the Committee or the Board . All actions taken and all interpretations and determinations made by the Committee or the Board shall be final and binding upon all Participants, the Company and all other interested persons. No members (or former members) of the Committee or the Board shall be personally liable for any action, inaction, determination or interpretation made in good faith with respect to the LTI Plan or any LTIP Award, and all members of the Committee and the Board shall be fully protected by the Company in respect of any such action, determination or interpretation.

ARTICLE VI.

OTHER PROVISIONS

Section 6.1 – Amendment, Suspension or Termination of the LTI Plan . This LTI Plan may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee. However, with respect to LTIP Awards granted under the LTI Plan which the Committee determines should constitute Qualified Performance-Based Compensation, no action of the Board or the Committee may modify the Performance Goals (or adjustments) applicable to any outstanding LTIP Award, to the extent such modification would cause the LTIP Award to fail to constitute Qualified Performance-Based Compensation.

Section 6.2 – Effective Date . This LTI Plan shall be effective with respect to the Company's calendar year beginning January 1, 2011.

Section 6.3 – No Fiduciary Relationship . The Board and the officers of the Company shall have no duty to manage or operate the LTI Plan in order to maximize the benefits granted to the Participants hereunder, but rather shall have full discretionary power to make all management and operational decisions based on their determination of the respective best interests of the Company, its shareholders and the Participants. This LTI Plan shall not be construed to create a fiduciary relationship between the Board or the Committee and the Participants.

Section 6.4 – Governing Law . This LTI Plan and all LTIP Awards made and actions taken hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the LTI Plan to the substantive law of another jurisdiction. Unless otherwise provided in an LTIP Award, recipients of an LTIP Award under the LTI Plan are deemed to submit to the exclusive jurisdiction and venue of the Federal or state courts of the Commonwealth of Virginia, to resolve any and all issues that may arise out of or relate to the LTI Plan or any related LTIP Award.

Section 6.5 – No Employment Guarantee . Nothing in this LTI Plan shall be construed as an employment contract or a guarantee of continued employment. The rights of any Participant shall only be those as are expressly set forth in this LTI Plan.

Section 6.6 – General Creditor Status . The Participants shall, in no event, be regarded as standing in any position, if at all, other than as a general creditor of the Company with respect to any rights derived from the existence of the LTI Plan and shall receive only the Company's unfunded and unsecured promise to pay benefits under the LTI Plan.

Section 6.7 – Nonalienation of Benefits . Except as expressly provided herein, no Participant or his beneficiaries shall have the power or right to transfer, anticipate, or otherwise encumber the Participant's interest under the LTI Plan. The provisions of the LTI Plan shall inure to the benefit of each Participant and his beneficiaries, heirs, executors, administrators or successors in interest.

Section 6.8 – Severability . If any provision of this LTI Plan is held invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining parts of the LTI Plan, and the LTI Plan shall be enforced and construed as if such provision had not been included.

Section 6.9 – Code Section 409A . Anything in this LTI Plan to the contrary notwithstanding, no payment of an LTIP Award that constitutes an item of deferred compensation under Section 409A of the Code and becomes payable by reason of a Participant's termination of employment with the Company shall be made to the Participant unless the Participant's termination of employment constitutes a "separation from service" (within the meaning of Section 409A of the Code and any the regulations or other guidance thereunder). In addition, no such payment or distribution shall be made to the Participant prior to the earlier of (a) the expiration of the six-month period measured from the date of the Participant's separation from service or (b) the date of the Participant's death, if the Participant is deemed at the time of such separation from service to be a "specified employee" (within the meaning of Section 409A of the Code and any the regulations or other guidance thereunder) and to the extent such delayed commencement is otherwise required in order to avoid a prohibited distribution under Section 409A of the Code and any the regulations or other guidance thereunder. All payments which had been delayed pursuant to the immediately preceding sentence shall be paid to the Participant in a lump sum upon expiration of such six-month period (or, if earlier, upon the Participant's death). The LTI Plan and all LTIP Awards made hereunder shall be interpreted, construed and operated to reflect the intent of the Company that all aspects of the LTI Plan and the LTIP Awards shall be interpreted either to be exempt from the provisions of Section 409A of the Code or, to the extent subject to Section 409A of the Code, comply with Section 409A of the Code and any regulations and other guidance thereunder. This LTI Plan may be amended at any time, without the consent of any party, to avoid the application of Section 409A of the Code in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Section 409A of the Code, but the Company shall not be under any obligation to make any such amendment. Nothing in the LTI Plan shall provide a basis for any person to take action against the Company or any affiliate based on matters covered by Section 409A of the Code, including the tax treatment of any amount paid or LTIP Award made under the LTI Plan, and neither the Company nor any of its affiliates shall under any circumstances have any liability to any participant or his estate or any other party for any taxes, penalties or interest due on amounts paid or payable under the LTI Plan, including taxes, penalties or interest imposed under Section 409A of the Code.

Section 6.10 – Tax Withholding . The Company shall have the authority and the right to deduct or withhold, report or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local and foreign taxes (including any social insurance, payroll tax, or payment on account) required by law to be withheld with respect to any taxable event concerning a Participant arising in connection with an LTIP Award.

Exhibit 10.10

MONDELĒZ GLOBAL LLC
SUPPLEMENTAL BENEFITS PLAN I

(Effective as of September 1, 2012)

CERTIFICATE OF ADOPTION

By virtue and in exercise of the authority reserved to the Management Committee for Employee Benefits of Kraft Foods Group, Inc. (the "Committee"), and pursuant to the authority delegated by the Committee to the Vice President Human Resources, Benefits, the Mondelēz Global LLC Supplemental Benefits Plan I is hereby adopted, effective as of September 1, 2012, in the form set forth herein.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 27 th day of September, 2012.

/s/ Jill K. Youman
Jill K. Youman
Vice President Human Resources, Benefits

TABLE OF CONTENTS

		Page
SECTION 1		1
1.1	History, Purpose and Effective Date	1
1.2	Separate Programs	2
1.3	Employers and Related Companies	2
1.4	Plan Administration; Plan Year	2
1.5	Source of Benefits	2
1.6	Indemnification and Exculpation	3
1.7	Applicable Laws	3
1.8	Gender and Number	3
1.9	Action by Employers	3
1.10	Severability of Plan Provisions	3
1.11	Notices	3
1.12	Defined Terms	3
1.13	Plan Supplements	3
1.14	IRS Annual Compensation Limit	4
SECTION 2		4
2.1	Participation	4
2.2	Plan Not Contract of Employment	4
2.3	Continued Participation	4
SECTION 3		4
3.1	Eligibility for Supplemental Thrift Plan Benefits	4
3.2	Accounts	4
3.3	Participant Deferrals	5
3.4	Special Rule for First Year of Eligibility	6
3.5	Matching Contribution Credits	7
3.6	Supplemental Basic Contributions	7
3.7	Earnings Equivalents	7
SECTION 4		8
4.1	Eligibility for Supplemental Retirement Plan Benefits	8
4.2	Amount of Supplemental Retirement Plan Benefits	8

4.3	Grandfathered Amount Under Code Section 409A	9
4.4	Benefit Calculation Date and Lump Sum Present Value of Benefits	10
4.5	Supplemental Salary Continuation Benefit	11
4.6	Supplemental Disability Benefit	11
SECTION 5		12
5.1	Vesting	12
5.2	Payment of Supplemental Thrift Plan Benefits to Participants	12
5.3	Payment of Supplemental Retirement Benefits to Participants	13
5.4	Delay in Payment for Specified Employees under Code Section 409A	13
5.5	Payment of Supplemental Thrift Plan Benefits to Beneficiaries	14
5.6	Payment of Supplemental Retirement Benefits to a Beneficiary	14
5.7	Beneficiary	15
5.8	Separation from Service	15
5.9	Facility of Payment	16
5.10	Benefits May Not Be Assigned or Alienated	16
5.11	Tax Liability	16
5.12	Committee Discretion to Accelerate	16
5.13	Applicability of Qualified Plan Provisions	16
SECTION 6		17
6.1	Committee Membership and Authority	17
6.2	Allocation and Delegation of Committee Responsibilities and Powers	17
6.3	Information to be Furnished to Committee	18
6.4	Committee’s Decision Final	18
SECTION 7		18
7.1	Amendment and Termination	18
7.2	Merger	18
7.3	Rights Not Limited by Section 409A	18
SECTION 8		19
8.1	Definition	19
8.2	Effect of Change of Control	20
APPENDIX A		Appendix A-1
SUPPLEMENT A		Supplement A-1

MONDELĒZ GLOBAL LLC
SUPPLEMENTAL BENEFITS PLAN I

(Effective as of September 1, 2012)

SECTION 1

General

1.1 History, Purpose and Effective Date. Kraft Foods, Inc. (later known as Kraft Foods North America, Inc. and, effective March 19, 2004, as Kraft Foods Global, Inc.), a Delaware corporation (effective March 16, 2012, converted to Kraft Foods Group, Inc., a Virginia corporation) (" **KFGI** "), previously established the Kraft Foods, Inc. Supplemental Benefits Plan (the " **Original Plan** "). Effective as of January 1, 1996, the Original Plan was amended and restated and continued in the form of two plans: the portion of the Original Plan that provided benefits which constitute retirement income from a plan, program or arrangement described in section 114(b)(1)(1)(ii) of chapter 4 of title 4, United States Code, was amended and restated and continued in the form of the Kraft Foods, Inc. Supplemental Benefits Plan I (known (i) effective December 31, 2002, as the Kraft Foods North America, Inc. Supplemental Benefits Plan I, (ii) effective March 19, 2004, as the Kraft Foods Global, Inc. Supplemental Benefits Plan I, and (iii) effective March 16, 2012, as the Kraft Foods Group, Inc. Supplemental Benefits Plan I) (the " **Kraft Plan** "); and the remainder of the Original Plan was amended and restated and continued in the form of Kraft Foods, Inc. Supplemental Benefits Plan II (known as (i) effective December 31, 2002, as the Kraft Foods North America, Inc. Supplemental Benefits Plan II, (ii) effective March 19, 2004 as the Kraft Foods Global, Inc. Supplemental Benefits Plan II, and (iii) effective March 16, 2012, as the Kraft Foods Group Inc. Supplemental Benefits Plan II); and the Kraft Plan was further amended and restated from time to time thereafter.

Kraft Foods Inc. (" **Kraft Foods** ") intends to distribute to its shareholders its entire interest in KFGI, its subsidiary. On the effective date of this distribution (the " **Spin Date** "), Kraft Foods will change its name to Mondelēz International, Inc. (" **Mondelēz International** "). Effective as of September 1, 2012 (the " **Effective Date** "), KFGI hereby establishes the Mondelēz Global LLC Supplemental Benefits Plan I (the " **Mondelēz Global Plan** ") for the benefit of participants in the Kraft Plan who (1) will become employed by Mondelēz International's subsidiary, Mondelēz Global LLC (" **Mondelēz Global** "), or a Related Company as of the close of business on the Spin Date (including any employee whose employment transfers from KFGI or an affiliate of KFGI to Mondelēz Global or a Related Company within 90 days after the Spin Date pursuant to that certain Employee Matters Agreement between Kraft Foods and KFGI) (" **Transferred Employees** "), or (2) were employed by Cadbury Limited or an affiliate of Cadbury Limited prior to the acquisition by Kraft Foods of the outstanding ordinary shares of Cadbury Limited, will have terminated employment with Kraft Foods and all Related Companies (or the predecessors thereof, including Cadbury Limited and its affiliates) prior to the close of business on the Spin Date and have not received payment of their entire supplemental Thrift Plan benefit and/or supplemental retirement benefit under the Kraft Plan (" **Former Cadbury Employees** "). Effective as of the Spin Date, the liabilities with respect to the supplemental Thrift Plan benefits under Section 3 of the Kraft Plan and supplemental retirement benefits under Section 4 of the Kraft Plan of such Transferred Employees and Former Cadbury

Employees will be assumed by Mondelēz Global under the Mondelēz Global Plan, the terms and conditions of which are substantially identical to the Kraft Plan. The Mondelēz Global Plan is not intended to qualify under section 401(a) of the Internal Revenue Code of 1986, as amended (the " **Code** "), or to be subject to Parts 2, 3 or 4 of Title I of the Employee Retirement Income Security Act of 1974, as amended (" **ERISA** "). Effective as of the Spin Date, Mondelēz Global will replace KFGI as sponsor of the Plan. The term " **Company** " shall refer to KFGI prior to the Spin Date and to Mondelēz Global on and after the Spin Date. References herein to the " **Plan** " shall mean the Kraft Plan for periods prior to the Spin Date and this Mondelēz Global Plan for periods on and after the Spin Date.

1.2 Separate Programs . For purposes of applying section 72 of the Code, the Plan consists of a separate program of interrelated contributions and benefits that constitutes a defined contribution arrangement and a separate program of interrelated contributions and benefits that constitutes a defined benefit arrangement. Section 3 describes the eligibility conditions and benefit amounts available under the separate program that constitutes a defined contribution arrangement. Section 4 describes the eligibility conditions and benefit amounts available under the separate program that constitutes a defined benefit arrangement. The two programs shall each constitute a separate contract for purposes of section 72 of the Code.

1.3 Employers and Related Companies . The Company and any Related Company (as defined below) which, with the consent of the Company's Management Committee for Employee Benefits (the " **MCEB** "), has adopted or hereafter adopts the Plan are referred to below collectively as the " **Employers** " and individually as an " **Employer** ". Each Employer that is an Employer under the Plan immediately prior to the Effective Date shall continue as an Employer on and after the Effective Date. The term " **Related Company** " means any corporation or trade or business during any period during which it is, along with the Company, a member of a controlled group of corporations or a controlled group of trades or businesses as described in section 414(b) and 414(c), respectively, of the Code.

1.4 Plan Administration; Plan Year . The Plan shall be administered by the Committee, as more fully described in Section 6. The " **Plan Year** " means (i) the period beginning on the Effective Date and ending on December 31, 2012, and (ii) each subsequent 12-consecutive-month period beginning on each January 1 and ending on the following December 31.

1.5 Source of Benefits . The amount of any benefit payable under the Plan will be paid in cash from the general assets of the Employers or from one or more trusts, the assets of which are subject to the claims of the Employers' general creditors. Such amounts payable shall be reflected on the accounting records of the Employers but shall not be construed to create, or require the creation of, a trust, custodial or escrow account. No employee or other individual entitled to benefits under the Plan shall have any right, title or interest whatever in any assets of any Employer or to any investment reserves, accounts or funds that an Employer may purchase, establish or accumulate to aid in providing the benefits under the Plan. Nothing contained in the Plan and no action taken pursuant to its provisions, shall create a trust or fiduciary relationship of any kind between an Employer and an employee or any other person. Neither an employee nor the beneficiary of an employee shall acquire any interest greater than that of an unsecured creditor.

1.6 Indemnification and Exculpation . The members of the Committee, and its agents, and the officers, directors, and employees of any Employer and its affiliates shall be indemnified and held harmless by the Employer against and from any and all loss, costs, liability, or expense that may be imposed upon or reasonably incurred by them in connection with or resulting from any claim, action, suit, or proceeding to which they may be a party or in which they may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by them in settlement (with the Employer's written approval) or paid by them in satisfaction of a judgment in any such action, suit, or proceeding. The foregoing provisions shall not be applicable to any person if the loss, costs, liability, or expense is due to such person's gross negligence or willful misconduct.

1.7 Applicable Laws . The Plan shall be construed and administered in accordance with the internal laws of the State of Illinois to the extent that such laws are not preempted by the laws of the United States of America.

1.8 Gender and Number . Where the context admits, words in any gender shall include any other gender, words in the singular shall include the plural and the plural shall include the singular.

1.9 Action by Employers . Any action required of or permitted to be taken by the Company or by any other Employer shall be by its Board of Directors or by a committee or other person or persons authorized by its Board of Directors.

1.10 Severability of Plan Provisions . In the event any provision of the Plan shall be held invalid or illegal for any reason, any invalidity or illegality shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if the invalid or illegal provision had never been inserted, and the Company shall have the right to correct and remedy such questions of invalidity or illegality by amendment as provided in the Plan.

1.11 Notices . Any notice or document required to be filed with the Committee under the Plan will be properly filed if delivered or mailed by registered mail, postage prepaid, to the Committee (or its delegate), in care of the Company, at its principal executive offices. Any notice required under the Plan may be waived by the person entitled to notice.

1.12 Defined Terms . Terms used frequently with the same meaning are indicated by initial capital letters, and are defined throughout the Plan. Appendix A contains an alphabetical listing of such terms and the locations in which they are defined. Unless the context clearly implies or indicates the contrary, a word, term or phrase used in the Plan with an initial capital letter which is not otherwise defined in the Plan shall have the meaning used or defined in the Thrift Plan (as defined in Section 3) or the Retirement Plan (as defined in Section 4), as applicable.

1.13 Plan Supplements . The provisions of the Plan as applied to any Employer or any group of employees of any Employer may be modified or supplemented from time to time by the adoption of one or more Supplements. Each Supplement shall form a part of the Plan as of the Supplement's effective date. Except as otherwise determined by the Committee, in the event of any inconsistency between a Supplement and the Plan document, the terms of the Supplement shall govern.

1.14 IRS Annual Compensation Limit . The term " **IRS Annual Compensation Limit** " means, with respect to any Plan Year, the limit on the annual compensation that may be taken into account under the Thrift Plan or the Retirement Plan for such year under Code section 401(a)(17).

SECTION 2

Participation

2.1 Participation . Each employee of an Employer who has met the eligibility and enrollment requirements set forth in subsections 3.1 or 4.1 of the Plan will become a " **Participant** " in the Plan as of the date on which he meets such requirements.

2.2 Plan Not Contract of Employment . The Plan does not constitute a contract of employment, and participation in the Plan will not give any employee the right to be retained in the employ of any Employer or any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

2.3 Continued Participation . Once an eligible employee becomes a Participant in the Plan, he shall remain a Participant for so long as he is entitled to a benefit under the Plan.

SECTION 3

Supplemental Thrift Plan Benefits

3.1 Eligibility for Supplemental Thrift Plan Benefits . Subject to the conditions and limitations of the Plan, each Transferred Employee or Former Cadbury Employee who was a Participant in Section 3 of the Kraft Plan (as defined therein) immediately prior to the Spin Date will continue to be a Participant in this Mondelēz Global Plan under this Section 3 on and after that date, and each other employee of an Employer who was not such a Participant immediately prior to the Spin Date will be eligible to participate in the Plan under this Section 3:

(a) for purposes of deferrals under subsection 3.3, on the first day upon which he is both eligible to participate in the Mondelēz Global LLC Thrift Plan (the " **Thrift Plan** ") and is designated by the Committee as eligible to defer compensation under subsection 3.3; and

(b) for purposes of the benefit described in subsection 3.6, on the first day upon which he is eligible for a supplemental basic contribution credit under the provisions of subsection 3.6.

3.2 Accounts . The Committee shall maintain (or cause to be maintained) a bookkeeping " **Account** " in the name of each Participant under this Section 3 to reflect such Participant's supplemental Thrift Plan benefits under the Plan. Each Participant's Account shall be credited with the following amounts:

(a) the amount of any compensation deferred by the Participant in accordance with the provisions of subsection 3.3 or 3.4;

(b) the amount of any matching contribution credits to be credited to the Participant's Account in accordance with subsection 3.5;

(c) the amount of any supplemental basic contribution credits to be credited to the Participant's Account in accordance with subsection 3.6;

(d) the amount of any Earnings Equivalents to be credited to the Participant's Account in accordance with subsection 3.7;

(e) in the case of a Transferred Employee or Former Cadbury Employee, the amounts credited to such Participant's Account under the Kraft Plan (as defined therein) immediately prior to the Spin Date; and

(f) the amounts credited to a Participant's account under any other defined contribution type of nonqualified plan, program or arrangement which has been merged into and continued in the form of the Plan (a " **Prior Plan** ").

Each Participant's Account shall be charged with any payments made in accordance with Section 5 below. The Committee shall separately account for amounts that were credited to the Participant's Account under the Plan as of December 31, 2004, and were nonforfeitable as of such date, which amounts shall be adjusted, with respect to the period after December 31, 2004, only for Earnings Equivalents and payments under Section 5 (such separate account being referred to hereinafter as the " **Grandfathered Account** " or in the case of a Prior Plan, the " **Prior Plan Grandfathered Account** "). The portion of a Participant's Account which is not a Grandfathered Account shall be referred to hereinafter as his " **Non-grandfathered Account** ."

3.3 Participant Deferrals . Subject to such rules and procedures as the Committee may from time to time impose, with respect to each Plan Year, a Participant may elect to defer receipt of a percentage of the Eligible Compensation in excess of the IRS Annual Compensation Limit which, but for his deferral election hereunder, would be payable to the Participant in such Plan Year:

(a) for services performed during such Plan Year; or

(b) for services performed in the immediately preceding Plan Year but only to the extent that the portion of such Eligible Compensation which is attributable to services in the prior year satisfies the requirements for performance-based compensation under Treas. Reg. §1.409A-1(e) and the Participant performs such services continuously from the later of the beginning of the performance period or the date that the performance criteria are established through the date the Participant's deferral election is made, and provided further that the deferral election is made before the compensation has become readily ascertainable (within the meaning of Treas. Reg. §1.409A-2(a)(8)).

Subject to the following provisions of this subsection 3.3, any election in effect for a Participant under subsection 3.3 of the Kraft Plan immediately prior to the Spin Date shall remain in effect under this subsection 3.3 on and after the Spin Date. Any other election under this subsection 3.3 for any Plan Year (i) shall be made during an annual enrollment period established by the Committee which ends no later than June 30th of the immediately preceding Plan Year, (ii) shall specify the percentage of the Eligible Compensation in excess of the IRS Annual Compensation Limit that the Participant wishes to defer (which percentage shall not exceed the maximum contribution percentage applicable to the Participant under the Thrift Plan on the date of the election), and (iii) is irrevocable after such June 30th. The Account of a Participant shall be credited with the amounts deferred by the Participant under this subsection 3.3 as of the date on which the compensation would otherwise have been paid to the Participant. A Participant's deferral election under this subsection 3.3 shall be a continuing election so that a Participant will be deemed to have made the same election to defer (or not to defer) for each succeeding Plan Year unless and until the Participant files a new election for a Plan Year during the applicable open enrollment period for such subsequent year. Any such deemed election with respect to any subsequent Plan Year is irrevocable after June 30th of the immediately preceding Plan Year. Pursuant to the foregoing, in the event that a Participant's Separation from Service occurs during the period that his deferral election or deemed election with respect to any Plan Year is irrevocable, and such Participant is reemployed by the Employer or a Related Company during such period, such election shall automatically be reinstated on the date of such reemployment.

3.4 Special Rule for First Year of Eligibility . Notwithstanding the provisions of subsection 3.3, in the case of the first year in which an employee becomes eligible to defer Eligible Compensation under subsection 3.3, the Participant's deferral election may be made within 30 days after the date the employee becomes eligible but only with respect to Eligible Compensation paid for services to be performed after such election, subject to the following:

(a) If any such Eligible Compensation is earned based upon a specified performance period and the deferral election is made after the beginning of the performance period, such election shall apply to no more than an amount equal to the total of such compensation for the performance period multiplied by the ratio of the number of days remaining in the performance period after the election over the total number of days in the performance period.

(b) For purposes of this subsection 3.4, whether an employee is newly eligible to defer compensation under the Plan shall be determined by taking into account the plan aggregation rules of Treas. Reg. §1.409A-1(c) pursuant to which an employee will not be treated as newly eligible if he is (or was) eligible to elect to defer compensation under any other nonqualified deferred compensation account balance plan maintained by any Employer or Related Company. Notwithstanding the preceding sentence, if an employee has ceased being eligible to elect to defer compensation and subsequently again becomes eligible to elect to defer compensation under this Section 3, (i) he may be treated as being newly eligible if he either (A) has not been eligible to defer compensation under this Section 3 or any aggregated plan at any time during the 24-month period ending on the date on which he again becomes eligible to defer compensation under this Section 3, or (B) has previously received a distribution of all amounts deferred under this

Section 3 (including any Earnings Equivalents hereunder) and any aggregated plan (including any earnings thereunder) and on and before the date of the last payment thereof was not eligible to elect to continue to defer compensation under this Section 3 or any aggregated plan, and (ii) if clause (i) of this sentence does not apply, he may only make an election under and in accordance with the provisions of Section 3.3.

3.5 Matching Contribution Credits . If a Participant has a deferral election (or deemed election) in effect for any Plan Year under subsection 3.3 or 3.4, his Account under the Plan will be credited with an amount for such Plan Year equal to the matching contributions to which the Participant would have been entitled under the Thrift Plan if the amounts deferred under subsection 3.3 or 3.4 for such Plan Year had been contributed to the Thrift Plan. Matching contribution amounts shall be credited to a Participant's Account as of the date that matching contributions would have been credited under the Thrift Plan if the amounts deferred under subsection 3.3 had been contributed to the Thrift Plan.

3.6 Supplemental Basic Contributions . An employee or Participant who is eligible to receive a Mondelēz Global Basic Contribution under the Thrift Plan for any Plan Year shall be credited with supplemental basic contribution credits under this Section 3 for such Plan Year in an amount equal to 4.5% of his Eligible Compensation in excess of the IRS Annual Compensation Limit for such year. Supplemental basic contribution credits shall be credited to a Participant's Account as of the same date that such amounts would have been credited under the Thrift Plan if they were Mondelēz Global Basic Contributions.

3.7 Earnings Equivalents . The Accounts of Participants shall be credited with deemed earnings and/or losses (" **Earnings Equivalents** ") as of each Accounting Date (as defined in paragraph (a) below) in accordance with the following provisions:

(a) The term " **Accounting Date** " means, each business day (as determined by the Committee in its sole discretion).

(b) As of each Accounting Date, a Participant's Account shall be credited with an amount determined by multiplying the Participant's Account balance on that date by an "earnings equivalent rate" as described below. Except as provided in paragraph (c) below, the earnings equivalent rate to be credited for any period shall be equal to the rate of earnings (as determined by the Committee) for such period on the Interest Income Fund of the Thrift Plan.

(c) Prior to 1991, the General Foods business unit of the Company maintained a plan known as the Supplemental Thrift-Investment Plan (the " **General Foods Plan** "), which permitted participants to have their accounts credited with assumed earnings based upon hypothetical investment elections in certain investment funds known as the Guaranteed Return Fund (now known as the Interest Income Fund), U.S. Government Securities Fund, Diversified Equity Index Fund, and Philip Morris Stock Fund (now known as the Altria Group Stock Fund). The outstanding accounts of Transferred Employees previously maintained under the General Foods Plan are now maintained under this Plan. With respect to that portion of

any Participant's Account that was originally credited under the General Foods Plan prior to January 1, 1991, the earnings equivalent rate applicable to such portion for any period shall be equal to the rate of earnings (as determined by the Committee) on the investment funds under the Thrift Plan corresponding to the Participant's hypothetical investment election, as in effect on December 31, 1990, under the General Foods Plan, which investment election may not be changed, except that the Participant may irrevocably elect, on a prospective basis only, to have such portion credited with Earnings Equivalents in the manner set forth in paragraph (b) next above.

(d) The portion of a Participant's Account, including any Prior Plan Grandfathered Account, that was originally credited to an account maintained under the Cadbury Plan prior to January 1, 2012 (such portion being hereinafter referred to as the " **Cadbury Account** ") shall be credited with Earnings Equivalents in the manner set forth in paragraph (b) above.

SECTION 4

Supplemental Retirement Plan Benefits

4.1 Eligibility for Supplemental Retirement Plan Benefits . Subject to the conditions and limitations of the Plan, each Transferred Employee and Former Cadbury Employee who was a Participant in Section 4 of the Kraft Plan (as defined therein) immediately prior to the Spin Date will continue to be a Participant in this Mondelēz Global Plan under this Section 4 on and after that date, and each other employee of an Employer who was not a Participant immediately prior to the Spin Date will automatically be enrolled in and become a Participant in the Plan under this Section 4 on the first day upon which he satisfies the following requirements:

(a) he is a participant in the Mondelēz Global LLC Retirement Plan (other than Part C thereof, designated as the Cadbury Adams LLC Personal Pension Account Plan) (the " **Retirement Plan** "); and

(b) his benefits under the Retirement Plan are limited as a result of the IRS Annual Compensation Limit or the benefit limitations of section 415 of the Code.

4.2 Amount of Supplemental Retirement Plan Benefits . Subject to the terms and conditions of the Plan:

(a) A Participant under this Section 4 shall be eligible to receive a supplemental retirement benefit under the Plan, as of his Benefit Calculation Date (as defined in subsection 4.4), in an amount equal to:

(i) the lump sum present value, as of the Benefit Calculation Date, of the benefit the Participant would have been entitled to receive under the Retirement Plan if such benefit were determined without regard to the IRS Annual Compensation Limit and without regard to the limitations imposed by section 415 of the Code,

REDUCED BY

(ii) the lump sum present value, as of the Benefit Calculation Date, of the Participant's Retirement Plan benefit.

(b) In the case of a Participant who is reemployed by an Employer following his Separation from Service, he shall be eligible to receive an additional supplemental retirement benefit under the Plan, as of his Benefit Calculation Date with respect to his subsequent Separation from Service, in an amount equal to:

(i) the excess, if any, of the lump sum present value, as of such Benefit Calculation Date, of the benefit the Participant would have been entitled to receive under the Retirement Plan if such benefit were determined without regard to the IRS Annual Compensation Limit and without regard to the limitations imposed by section 415 of the Code,

OVER

(ii) the lump sum present value, as of such Benefit Calculation Date, of the Participant's Retirement Plan benefit,

REDUCED BY

(iii) the lump sum present value, as of such Benefit Calculation Date, of the Participant's supplemental retirement benefit under subsection 4.2(a) (and, if applicable, the Participant's supplemental salary continuation benefit under subsection 4.5 or supplemental disability benefit under subsection 4.6 accrued prior to the date of his reemployment).

For purposes of this subsection 4.2, any benefits to which a Participant is entitled under Supplement EE of the Retirement Plan shall be disregarded.

4.3 Grandfathered Amount Under Code Section 409A . For purposes of section 409A and the distribution provisions of Section 5 of the Plan, in the case of an individual who was a Participant in the Plan prior to January 1, 2005, such Participant's supplemental retirement benefit under this Section 4 shall consist of a grandfathered supplemental retirement benefit and a non-grandfathered supplemental retirement benefit to the extent determined below. As of the Participant's Benefit Calculation Date, his non-grandfathered supplemental retirement benefit shall be an amount equal to:

(a) the excess , if any, of the amount of the lump sum benefit determined under subsection 4.2;

OVER

(b) the Participant's grandfathered amount (as defined below), if any.

A Participant's " **grandfathered amount** " shall be the lesser of: (i) the amount determined under subsection 4.2, and (ii) the lump sum present value of the amount (if any) to which the Participant would have been entitled under the Plan if the Participant had voluntarily terminated from service without cause on December 31, 2004, and received a payment of benefits from the Plan on the earliest possible date following termination of services. Notwithstanding the foregoing, for any subsequent Plan Year, the grandfathered amount may increase to equal the present value of the benefit to which the Participant actually becomes entitled, in the form and at the time actually paid, determined under the terms of the Plan (including applicable limits under the Internal Revenue Code) as in effect on October 3, 2004, without regard to any further services rendered by the Participant after December 31, 2004, or any other events affecting the amount of or the entitlement to benefits (other than a Participant election with respect to the time or form of an available benefit).

4.4 Benefit Calculation Date and Lump Sum Present Value of Benefits . For purposes of this Section 4, the following provisions shall apply:

(a) the Benefit Calculation Date shall be the first day of the calendar month following the Participant's Separation from Service (as described in subsection 5.8);

(b) for purposes of calculating the present value of benefits under this Section 4 as of any date, actuarial assumptions and methods will be consistent with those used to value benefits under the Retirement Plan and prior to any adjustment in benefits under the Retirement Plan due to a distribution of employee contributions;

(c) if, as of a Participant's Benefit Calculation Date or Benefit Recalculation Date (as defined in subsection 4.5), the Participant is not eligible to commence a portion of his benefits under the Retirement Plan, the lump sum present value of such portion of his benefit, as of the Benefit Calculation Date or Benefit Recalculation Date, as applicable, shall be determined as the greater of (i) the lump sum present value of such portion of his benefit payable at the Participant's Normal Retirement Date and (ii) the lump sum present value of such portion of his benefit payable at the earliest date on which the Participant could have commenced receipt of such portion under the Retirement Plan; and

(d) amounts determined in accordance with subsection 4.2 shall take into account any service and compensation taken into account under the Retirement Plan for periods after a Participant's Separation from Service except for service and compensation taken into account under subsection 4.5 with respect to a Participant's salary continuation period or subsection 4.6 with respect to a Participant who is Totally Disabled; provided, however, that any such service and compensation taken into account under subsection 4.5 or 4.6 with respect to the period prior the date of his reemployment with an Employer shall be taken into account under subsection 4.2(b).

4.5 Supplemental Salary Continuation Benefit . If a Participant receives salary continuation payments after his Separation from Service, he shall be eligible to receive a supplemental salary continuation benefit under the Plan, as of his Benefit Recalculation Date (as described below), in an amount equal to:

(a) the excess, if any, of the lump sum present value, as of the Benefit Recalculation Date, of the benefit the Participant would have been entitled to receive under the Retirement Plan if such benefit were determined without regard to the IRS Annual Compensation Limit and without regard to the limitations imposed by section 415 of the Code and taking into account any compensation and service credited to the Participant with respect to the entire salary continuation period,

OVER

(b) the lump sum present value, as of such Benefit Recalculation Date, of the Participant's Retirement Plan benefit determined by taking into account any compensation and service credited to the Participant with respect to the entire salary continuation period,

REDUCED BY

(c) the lump sum present value, as of the Benefit Recalculation Date, of the Participant's supplemental retirement benefit under subsection 4.2.

The term " **Benefit Recalculation Date** " means the first day of the month following the one-year anniversary of the Participant's Separation from Service. For purposes of this subsection 4.5, any benefits to which a Participant is entitled under Supplement EE of the Retirement Plan shall be disregarded.

4.6 Supplemental Disability Benefit . If a Participant's Separation from Service occurs after being Totally Disabled for 29 months in accordance with subsection 5.8(b) and Treas. Reg. § 1.409A-1(b)(i), he shall be entitled to receive a supplemental disability benefit under the Plan, as of his Disability Benefit Recalculation Date (as defined below), in an amount equal to:

(a) the excess, if any, of the lump sum present value, as of the Disability Benefit Recalculation Date, of the benefit the Participant would have been entitled to receive under the Retirement Plan if such benefit were determined without regard to the IRS Annual Compensation Limit and without regard to the limitations imposed by section 415 of the Code and taking into account any service credited to the Participant under the Retirement Plan after his Benefit Calculation Date while he is Totally Disabled,

OVER

(b) the lump sum present value, as of such Disability Benefit Recalculation Date, of the Participant's Retirement Plan benefit determined by taking into account any service credited to the Participant under the Retirement Plan after his Benefit Calculation Date while he is Totally Disabled,

REDUCED BY

(c) the lump sum present value, as of the Disability Benefit Recalculation Date, of the Participant's supplemental retirement benefit under subsection 4.2.

The term " **Disability Benefit Recalculation Date** " means the earlier of:

(d) whichever of the following dates is applicable:

(i) in the case of a Participant whose disability first occurred before he attained age 60, the first day of the month coincident with or next following the date he attains age 65; or

(ii) in the case of a Participant whose disability first occurred after he attained age 60, the date which is five years after such occurrence; or

(e) the date of the Participant's death.

For purposes of this subsection 4.6, any benefits to which a Participant is entitled under Supplement EE of the Retirement Plan shall be disregarded.

SECTION 5

Vesting and Payment of Plan Benefits

5.1 Vesting . A Participant shall at all times have a fully vested, nonforfeitable interest in the portion of his Account maintained under Section 3 of the Plan attributable to his compensation deferrals made under subsection 3.3 (or under the equivalent terms of a Prior Plan), and the Earnings Equivalents attributable thereto. A Participant shall become vested and have a nonforfeitable interest in the portion of his Account maintained under Section 3 of the Plan attributable to matching contribution credits and Mondelēz Global basic contribution credits when and to the extent that his matching account and Mondelēz Global Basic Contribution account, respectively, under the Thrift Plan becomes vested and nonforfeitable. A Participant's Cadbury Account shall be fully vested and nonforfeitable at all times. A Participant shall become vested and have a nonforfeitable interest in his benefits determined under Section 4 of the Plan when and to the extent that his accrued benefit under the Retirement Plan becomes vested and nonforfeitable. Notwithstanding the foregoing provisions of this subsection 5.1, a Participant or his beneficiary shall have no right to any benefits under the Plan if the Committee or his Employer determines that he engaged in a willful, deliberate or grossly negligent act of commission or omission which is substantially injurious to the finances or reputation of the Employers.

5.2 Payment of Supplemental Thrift Plan Benefits to Participants . Subject to the following provisions of this Section 5, a Participant's vested supplemental Thrift Plan benefit under Section 3 shall be paid as follows:

(a) an amount equal to the balance credited to a Participant's vested Non-grandfathered Account under Section 3 of the Plan will be paid to him in a lump sum within 90 days following his Separation from Service;

(b) an amount equal to the balance credited to a Participant's vested Grandfathered Account under Section 3 of the Plan will be paid to him in the same form, on the same dates and for the same period as benefits under Section 3 of the Plan would have been paid under the provisions of the Plan as in effect on October 3, 2004; and

(c) an amount equal to the portion of a Participant's vested Account balance under Section 3 which is attributable to amounts previously credited to him under the Nabisco, Inc. Supplemental Benefits Plan or the Nabisco, Inc. Additional Benefits Plan shall be paid to the Participant in a lump sum as soon as practicable after the Participant's termination of employment with the Employers and Related Companies.

A Participant's Cadbury Account shall be paid as described above, except to the extent the Participant had elected an optional time or form of benefit under the Cadbury Plan prior to its merger into this Plan, in which event payment shall be made in accordance with such election.

5.3 Payment of Supplemental Retirement Benefits to Participants . Subject to the following provisions of this Section 5, a Participant's vested supplemental retirement benefit under Section 4 will be paid as follows:

(a) his non-grandfathered supplemental retirement benefit will be paid to him in a lump sum within 90 days following his Separation from Service;

(b) his grandfathered supplemental retirement benefit will be paid to him in the same form, on the same dates and for the same period as benefits under Section 4 of the Plan would have been paid under the provisions of the Plan as in effect on October 3, 2004;

(c) the supplemental salary continuation benefit will be paid to him in a lump sum within 90 days following the one-year anniversary of his Separation from Service, except as otherwise specifically provided in subsection 4.5; and

(d) the supplemental disability benefit will be paid to him in a lump sum within 90 days following (i) in the case of a Participant whose disability first occurred before he attained age 60, the first day of the month coincident with or next following the date he attains age 65, or (ii) in the case of a Participant whose disability first occurred after he attained age 60, the date which is five years after such occurrence.

5.4 Delay in Payment for Specified Employees under Code Section 409A . Notwithstanding any provision of the Plan to the contrary (including, without limitation, any provision of Supplement A), if a Participant is a Specified Employee at the time of his Separation from Service, payment of benefits under the Plan (other than a Grandfathered

Account balance under Section 3 or a grandfathered amount under Section 4) may not be paid before the date that is six months after the Participant's Separation from Service or, if earlier, the Participant's date of death. Any amount that may not be paid by reason of the restriction in this subsection 5.4 shall be paid on the first day of the seventh month following the Participant's Separation from Service. The amount of the Participant's non-grandfathered supplemental retirement benefit shall be increased for interest for such six-month period at an interest rate equal to the "first segment rate" (as described under section 430(h)(2)(C) of the Code) in effect under the Retirement Plan for a benefit commencing as of the first of the month following the Participant's Separation from Service. For purposes of the Plan, the term " **Specified Employee** " shall be defined in accordance with Treas. Reg. § 1.409A-1(i) and such rules as may be established from time to time in writing by the Executive Vice President, Human Resources, Kraft Foods (effective on and after the Spin Date, Mondelēz International) (or her delegate) pursuant to such regulations.

5.5 Payment of Supplemental Thrift Plan Benefits to Beneficiaries . If a Participant's Separation from Service occurs on account of his death or the Participant dies after his Separation from Service but before his entire Account balance under Section 3 is paid, the vested portion of his remaining Account balance shall be paid to his Beneficiary, in a lump sum, within 90 days after his Separation from Service and without regard to any delay that would otherwise apply with respect to the Participant under subsection 5.4; provided however that payment of the balance in his Grandfathered Account (if any) shall be paid to his beneficiary in a lump sum as soon as practicable following the completion of all forms and applications requested by the Committee.

5.6 Payment of Supplemental Retirement Benefits to a Beneficiary . If a Participant's Separation from Service occurs on account of his death, his Beneficiary will be entitled to receive, with respect to such Participant's supplemental retirement benefit, an amount equal to the lump sum present value of such supplemental death benefits or qualified pre-retirement surviving spouse (" **QPSA** ") benefit, if any, as would be provided with respect to the Participant's benefit under the Retirement Plan. Payment of such supplemental death or QPSA benefits, if any, will be made, in a lump sum, within 90 days following the Participant's Separation from Service; provided, however, that any portion of such death or QPSA benefit which is attributable to the Participant's grandfathered amount (determined in a manner consistent with the calculation of the grandfathered amount under subsection 4.3) shall be paid in the same form, at the same time and in the same manner as under the provisions of the Plan as in effect on October 3, 2004. If a Participant dies after his Separation from Service but before all benefits under Section 4 have been paid:

(a) the amount that would have been payable to the Participant under subsection 4.2 and subsection 4.5 (other than any portion thereof which is a grandfathered amount) shall be paid to the Participant's Beneficiary in a lump sum at the same date that such amount would have been paid to the Participant (determined without regard to subsection 5.4);

(b) with respect to such Participant's supplemental disability benefit under subsection 4.6, an amount equal to the lump sum present value of such supplemental death benefits or QPSA benefit, if any, as would be provided with respect to the Participant's benefit under the Retirement Plan shall be paid to the Participant's Beneficiary in a lump sum within 90 days following the date of the Participant's death;

(c) any portion which is a grandfathered amount shall be paid in the same form, at the same time and in the same manner as death benefits or QPSA benefits would have been paid under the provisions of the Plan as in effect on October 3, 2004; and

(d) if the Participant's death occurs after payment of his grandfathered supplemental retirement benefit under Section 4 has commenced, no death benefits shall be payable under the Plan with respect to such grandfathered benefits except as may be provided under the distribution method applicable to such benefit in accordance with subsection 5.3.

5.7 Beneficiary . For purposes of this Plan, a Participant's " **Beneficiary** " with respect to benefits payable under a specific Section of the Plan shall be the same person or persons as his beneficiary determined under the terms of the Thrift Plan or Retirement Plan, as applicable; provided, however, that each Participant may designate in writing any legal or natural person or persons as Beneficiary of any benefits payable under the Plan after his death, and, to the extent that death benefits are payable both with respect to supplemental Thrift Plan benefits under Section 3 of the Plan and supplemental Retirement Plan benefits under Section 4 of the Plan, separate Beneficiary designations may be made with respect to those components of the Plan. A Beneficiary designation made with respect to benefits payable under the Plan will be effective only after it is filed in writing with the Committee or its delegate while the Participant is alive and will cancel all beneficiary designation forms filed earlier. Any designation of a Beneficiary or Beneficiaries (as defined under and determined with respect to the Kraft Plan) in effect under subsection 5.7 of the Kraft Plan immediately prior to the Spin Date shall remain in effect under this Mondelēz Global Plan on and after the Spin Date, subject to cancellation as described in the preceding sentence of this subsection 5.7.

5.8 Separation from Service . The term " **Separation from Service** " means the date on which the Participant ceases to be employed by the Company and all Related Companies for any reason, subject to the following:

(a) The employment relationship will be deemed to have ended on the date that the Participant and his Employer reasonably anticipate that the level of bona fide services the Participant will perform for the Company and the Related Companies after such date (whether as an employee or independent contractor, but not as a director) would permanently decrease to no more than 20% of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of services to the Company and Related Companies if the Participant has performed services for the Company and the Related Companies for less than 36 months). Absent a reasonable expectation that the Participant's level of bona fide services after such date will exceed the above-described percentage, a deemed termination of the employment relationship will occur even if the Participant continues on the payroll of the Company or the Related Companies after that date.

(b) The employment relationship will be treated as continuing intact while the Participant is on a bona fide leave of absence (determined in accordance with Treas. Reg. §1.409A-1(h)).

(c) The determination of a Participant's termination of employment by reason of a sale of assets, sale of stock, spin-off or other similar transaction of the Company or a Related Company will be made in accordance with Treas. Reg. §1.409A-1(h).

(d) Notwithstanding anything herein to the contrary, a Former Cadbury Employee's Separation from Service under the Kraft Plan (as defined therein) prior to the Spin Date shall constitute a Separation from Service for purposes of this Mondelēz Global Plan.

The provisions of this subsection shall be interpreted and applied in a manner consistent with the provisions of Treas. Reg. §1.409A-1(h).

5.9 Facility of Payment . If, in the Committee's opinion, a Participant or other person entitled to benefits under the Plan is under a legal disability or is in any way incapacitated so as to be unable to manage his financial affairs, payment will be made to the conservator or other person legally charged with the care of his person or his estate or, if no such legal conservator will have been appointed, then to any individual (for the benefit of such Participant or other person entitled to benefits under the Plan) whom the Committee may from time to time approve.

5.10 Benefits May Not Be Assigned or Alienated . The benefits payable to, or on account of, any individual under the Plan may not be voluntarily or involuntarily assigned or alienated.

5.11 Tax Liability . The Employers may withhold from any payment of benefits hereunder any taxes required to be withheld and such sum as the Employers may reasonably estimate to be necessary to cover any taxes for which the Employers may be liable and which may be assessed with regard to such payment. Notwithstanding any provision of the Plan to the contrary, none of the Company, the Committee or any Employer makes any representation or warranty regarding the tax consequences of the Plan to Participants or other persons entitled to benefits hereunder.

5.12 Committee Discretion to Accelerate . The Committee may accelerate the date of distribution of a Participant's Grandfathered Account under Section 3 or his grandfathered amount under Section 4 to the extent that the Committee determines that such acceleration is in the best interests of the Employers because of changes in tax laws or accounting principles, Department of Labor regulations, or any other reason which negates or diminishes the continued value of the Plan to any Employer or Participant. The amount distributed pursuant to this subsection 5.12 will be paid in the form of a lump sum.

5.13 Applicability of Qualified Plan Provisions . Except as otherwise expressly provided to the contrary, all of the provisions, conditions and requirements set forth in the Thrift Plan or the Retirement Plan with respect to eligibility for benefits shall apply equally to benefits under Section 3 and Section 4, respectively, of the Plan. Whenever a Participant's rights under the Plan are to be determined, appropriate reference shall be made to the Thrift Plan or the Retirement Plan, as applicable. Actuarial equivalence for purposes of the Plan shall be determined in a manner consistent with the provisions of the Retirement Plan relating to actuarial equivalence.

SECTION 6

Administration

6.1 Committee Membership and Authority . For purposes of the Plan, the " **Committee** " shall mean the Company's Administrative Committee. Except as otherwise specifically provided in this Section 6, the Committee shall act by a majority of its then members, by meeting or by writing filed without meeting, and shall have the following discretionary authority, powers, rights and duties in addition to those vested in it elsewhere in the Plan:

(a) to adopt and apply in a uniform and nondiscriminatory manner to all persons similarly situated, such rules of procedure and regulations as, in its opinion, may be necessary for the proper and efficient administration of the Plan and as are consistent with the provisions of the Plan;

(b) to enforce the Plan in accordance with its terms and with such applicable rules and regulations as may be adopted by the Committee;

(c) to determine conclusively all questions arising under the Plan, including the discretionary power to interpret and construe the terms of the Plan, to determine the eligibility of employees and the rights of Participants and other persons entitled to benefits under the Plan and their respective benefits, to make factual findings and to remedy ambiguities, inconsistencies or omissions of whatever kind;

(d) to maintain and keep adequate records concerning the Plan and concerning its proceedings and acts in such form and detail as the Committee may decide;

(e) to direct all payments of benefits under the Plan;

(f) to employ agents, attorneys, accountants or other persons (who may also be employed by or represent the Employers) for such purposes as the Committee considers necessary or desirable to discharge its duties; and

(g) to establish and maintain a claims procedure under the Plan meeting the requirements of section 503 of ERISA and the regulations under that section.

The certificate of a majority of the members of the Committee that the Committee has taken or authorized any action shall be conclusive in favor of any person relying on the certificate.

6.2 Allocation and Delegation of Committee Responsibilities and Powers . In exercising its authority to control and manage the operation and administration of the Plan, the Committee may allocate all or any part of its responsibilities and powers to any one or more of its members and may delegate all or any part of its responsibilities and powers to any person or persons selected by it. Any such allocation or delegation may be revoked at any time.

6.3 Information to be Furnished to Committee . The Employers shall furnish the Committee such data and information as may be required for it to discharge its duties and the records of the Employers shall be conclusive on all persons unless determined to be incorrect. Participants and other persons entitled to benefits under the Plan must furnish to the Committee such evidence, data or information as the Committee considers desirable to carry out the Plan.

6.4 Committee's Decision Final . Any interpretation of the Plan and any decision on any matter within the discretion of the Committee made by the Committee (or its duly authorized delegate) shall be binding on all persons. A misstatement or other mistake of fact shall be corrected when it becomes known, and the Committee shall make such adjustment on account thereof as it considers equitable and practicable. A benefit shall be payable under the Plan only to the extent that the Committee determines that the Participant or other person is entitled to such benefit under the terms of the Plan.

SECTION 7

Amendment and Termination

7.1 Amendment and Termination . Each of the Company and MCEB, acting separately, have the right to amend the Plan from time to time, and the right to terminate it; provided, however, that no such amendment or termination of the Plan will:

(a) reduce or impair the interests of Participants in benefits being paid under the Plan as of the date of amendment or termination, as the case may be; or

(b) reduce the aggregate amount of benefits payable from the Plan and from any other plan, program or arrangement established to supplement or replace the Plan to or on account of any employee of an Employer to an amount which is less than the amount to which he would be entitled in accordance with the provisions of the Plan if the employee terminated employment immediately prior to the date of the amendment or termination, as the case may be.

7.2 Merger . No Employer will merge or consolidate with any other corporation, or liquidate or dissolve, without making suitable arrangements, satisfactory to the Committee, for the payment of any benefits payable under the Plan.

7.3 Rights Not Limited by Section 409A . For the avoidance of doubt, the rights reserved to the Company and the Employers under this Section 7 shall not be subject to any limitation or restriction merely because the exercise of such rights may result in adverse tax consequences to Participants or other persons under Code Section 409A or any other tax law.

SECTION 8

Change of Control

8.1 Definition . " **Change of Control** " means the happening of any of the following events:

(a) Acquisition of 20% or more of the outstanding voting securities of Kraft Foods (effective on and after the Spin Date, Mondelēz International) or any successor thereto (the " **Parent** ") by another entity or group; excluding, however, the following:

(i) any acquisition by the Parent or any entity controlled by, controlling or under common control with the Parent (each such entity an " **Affiliate** ");

(ii) any acquisition by an employee benefit plan or related trust sponsored or maintained by the Parent or any of its Affiliates; or

(iii) any acquisition pursuant to a merger or consolidation described in clause (c) of this definition.

(b) During any consecutive 24 month period, persons who constitute the Board of Directors of the Parent (the " **Board** ") at the beginning of such period cease to constitute at least 50% of the Board; provided that each new Board member who is approved by a majority of the directors who began such 24 month period shall be deemed to have been a member of the Board at the beginning of such 24 month period.

(c) The consummation of a merger or consolidation of the Parent with another company, and the Parent is not the surviving company; or, if after such transaction, the other entity owns, directly or indirectly, 50% or more of the outstanding voting securities of the Parent; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Parent immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity resulting from such transaction (including, without limitation, an entity which as a result of such transaction owns the Parent either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Parent.

(d) The consummation of a plan of complete liquidation of the Parent or the sale or disposition of all or substantially all of the Parent's assets, other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Parent immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities

entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring the Parent's assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Parent.

For avoidance of doubt, the separation of KFGI from Kraft Foods shall not be considered a Change of Control.

8.2 Effect of Change of Control . Notwithstanding any other provision of the Plan to the contrary, a Participant who is employed by an Employer upon a Change of Control and whose employment with the Employers (or any successor thereto) is involuntarily terminated due to such Change of Control (as determined by the Committee) shall be fully vested in any benefits under the Plan (other than his Grandfathered Account (if any) under Section 3 and his grandfathered amount (if any) under Section 4).

APPENDIX A

Index of Defined Terms

Section Where Defined	Defined Term
3.2	Account
3.7	Accounting Date
8.1(a)(i)	Affiliate
5.7	Beneficiary
4.4	Benefit Calculation Date
4.5	Benefit Recalculation Date
8.1(b)	Board
3.7	Cadbury Account
1.1	Cadbury Plan
8.1	Change of Control
1.1	Code
1.1	Company
6.1	Committee
4.6	Disability Benefit Recalculation Date
3.7	Earnings Equivalents
1.1	Effective Date
1.3	Employers
1.1	ERISA
1.1	Former Cadbury Employee
3.7	General Foods Plan
3.2	Grandfathered Account
4.3	Grandfathered amount
1.14	IRS Annual Compensation Limit
1.1	KFGI
1.1	Kraft Foods
1.1	Kraft Plan
1.3	MCEB
1.1	Mondelēz Global
1.1	Mondelēz Global Plan
1.1	Mondelēz International
3.2	Non-grandfathered Account
1.1	Original Plan
8.1(a)	Parent
2.1	Participant
1.1	Plan
1.4	Plan Year
3.2	Prior Plan
3.2	Prior Plan Grandfathered Account
5.6	QPSA

1.3	Related Company
4.1	Retirement Plan
5.8	Separation from Service
5.4	Specified Employee
1.1	Spin Date
3.1	Thrift Plan
1.1	Transferred Employee

SUPPLEMENT A

Certain Employees Transferred from Altria

A-1. Application . This Supplement A describes special rules that apply with respect to the additional supplemental retirement benefits (if any) payable under the Plan with respect to a Participant who is eligible to receive an " **Altria Accrued Benefit** " as defined and determined under the provisions of the Mondelēz Global LLC Retirement Plan (the " **Salaried Retirement Plan** "). This Supplement A shall apply only to a Participant who meets all the eligibility requirements of an "Altria Participant" under Supplement EE-3 of the Salaried Retirement Plan (such a Participant being referred to in this Supplement A as an " **Altria Participant** "). Except as provided in this Supplement A, the rights and benefits of Altria Participants shall be determined under the provisions of the Plan other than this Supplement A.

A-2. Defined Terms . Capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Salaried Retirement Plan or the Plan.

A-3. Effective Date . The "Effective Date" of this Supplement A is January 1, 2009.

A-4. Supplemental Altria Retirement Benefit . In addition to the benefit (if any) to which an Altria Participant is entitled under Section 4 of the Plan, each Altria Participant who retires on a Normal Retirement Date or who terminates from the employ of the Employers and Related Companies before retirement but after completing at least five years of Total Vesting Service shall be entitled to receive an amount (referred to as a " **Supplemental Altria Retirement Benefit** "), if any, determined in accordance with the following provisions of this Supplement A. Subject to the conditions and limitations of the Plan and this Supplement A, an Altria Participant's Supplemental Altria Retirement Benefit shall be equal to the lump sum present value, as of his Benefit Calculation Date, of the monthly benefit payable for such Altria Participant's lifetime, reduced for early commencement in accordance with subsection A-7, if applicable, in an amount (if any) which is equal to:

(a) the sum of the Updated Altria Qualified Benefit and the Updated Altria Nonqualified Benefit;

REDUCED BY

(b) the sum of the Frozen Altria Qualified Benefit and the Frozen Altria Nonqualified Benefit;

FURTHER REDUCED BY

(c) the Altria Accrued Benefit.

For purposes of calculating an Altria Participant's Supplemental Altria Retirement Benefit, the provisions of paragraph (b) of subsection 4.4 shall apply. If, as of an Altria Participant's Benefit Calculation Date or Benefit Recalculation Date, the Altria Participant is not eligible to

commence his Altria Accrued Benefit, his Supplemental Altria Retirement Benefit (and, to the extent applicable, his Altria salary continuation benefit described in subsection A-5) shall be an amount equal to the lump sum present value of the benefit payable at the earliest date on which the Altria Participant could have commenced payment of his Altria Accrued Benefit.

A-5. Additional Salary Continuation Benefit . If an Altria Participant receives salary continuation payments after his Separation from Service, he shall be eligible to receive an Altria salary continuation benefit under this Supplement A, in an amount (if any) which is equal to:

(a) the amount determined under subsection A-4, as of the Altria Participant's Benefit Recalculation Date, taking into account any compensation and service credited to the Altria Participant under the Retirement Plan with respect to the salary continuation period;

REDUCED BY

(b) the lump sum present value, as of the Benefit Recalculation Date, of the Altria Participant's Supplemental Altria Retirement Benefit.

A-6. Additional Supplemental Disability Benefit . If an Altria Participant's Separation from Service occurs after being Totally Disabled for 29 months in accordance with subsection 5.8(b) of the Plan and Treas. Reg. §1.409A-1(h)(i), he shall be eligible to receive an Altria supplemental disability benefit under this Supplement A, in an amount (if any) which is equal to:

(a) the amount determined under subsection A-4, as of the Altria Participant's Disability Benefit Recalculation Date, taking into account any service credited to the Altria Participant under the Retirement Plan after his Benefit Calculation Date while he is Totally Disabled;

REDUCED BY

(b) the lump sum present value, as of the Disability Benefit Recalculation Date, of the Altria Participant's Supplemental Altria Retirement Benefit.

A-7. Vesting . An Altria Participant shall be fully vested in his Supplemental Altria Retirement Benefit, his additional salary continuation benefit under subsection A-5 and his additional supplemental disability benefit under subsection A-6 if he has 5 or more years of Total Vesting Service.

A-8. Early Commencement . Subject to the last sentence of subsection A-4, if payment of an Altria Participant's Supplemental Altria Retirement Benefit (or, if applicable, any Altria salary continuation benefit) commences prior to such Altria Participant's Normal Retirement Date, any Supplemental Altria Retirement Benefit or Altria salary continuation benefit to which the Altria Participant is entitled shall be reduced to the same extent and using the same methodology as such Altria Participant's Altria Accrued Benefit would be reduced for early commencement pursuant to the terms of the Salaried

Retirement Plan. For the avoidance of doubt, this means that, for purposes of calculating the amount of an Altria Participant's Supplemental Altria Retirement Benefit commencing prior to such Altria Participant's Normal Retirement Date, the formula in subsection A-4 next above shall be applied only after reducing each of the Updated Altria Qualified Benefit, Updated Altria Nonqualified Benefit, Frozen Altria Qualified Benefit and Frozen Altria Nonqualified Benefit to the same extent (if any) and in the same manner as such benefits, respectively, would have been reduced for early commencement under the terms of the Salaried Retirement Plan if payment of the Altria Accrued Benefit commenced as of the same date.

A-9. Time and Form of Payment . An Altria Participant's Supplemental Altria Retirement Benefit (if any) shall be paid at the same time and in the same form as a non¬grandfathered supplemental retirement benefit under Section 4 of the Plan. An Altria Participant's Altria salary continuation benefit under subsection A-5 (if any) shall be paid at the same time and in the same form as a supplemental salary continuation benefit under subsection 4.5 of the Plan. An Altria Participant's Altria supplemental disability benefit under subsection A-6 (if any) shall be paid at the same time and in the same form as a supplemental disability benefit under subsection 4.6 of the Plan.

A-10. Payment to a Beneficiary . Supplemental death or QPSA benefits shall be provided with respect to an Altria Participant's supplemental Altria retirement benefit (if any), Altria salary continuation benefit (if any) and Altria supplemental disability benefit (if any) to the same extent as death or QPSA benefits are provided with respect to the Altria Participant's supplemental retirement benefit, supplemental salary continuation benefit and supplemental disability benefit under the Plan, and any such death or QPSA benefits with respect to an Altria Participant shall be paid at the same date, in the same form and to the same Beneficiary as such Altria Participant's supplemental retirement benefit and supplemental salary continuation benefit, respectively, or the supplemental death benefits or QPSA benefit with respect to such Altria Participant's supplemental disability benefit.

Exhibit 10.11

MONDELĒZ GLOBAL LLC
SUPPLEMENTAL BENEFITS PLAN II

(Effective as of September 1, 2012)

CERTIFICATE OF ADOPTION

By virtue and in exercise of the authority reserved to the Management Committee for Employee Benefits of Kraft Foods Group, Inc. (the "Committee"), and pursuant to the authority delegated by the Committee to the Vice President Human Resources, Benefits, the Mondelēz Global LLC Supplemental Benefits Plan II is hereby adopted, effective as of September 1, 2012, in the form set forth herein.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 27th day of September, 2012.

/s/ Jill K. Youman
Jill K. Youman
Vice President Human Resources, Benefits

TABLE OF CONTENTS

		Page
SECTION 1		1
1.1	History, Purpose and Effective Date	1
1.2	Employers and Related Companies	2
1.3	Plan Administration; Plan Year	2
1.4	Source of Benefits	2
1.5	Indemnification and Exculpation	2
1.6	Applicable Laws	2
1.7	Gender and Number	3
1.8	Action by Employers	3
1.9	Severability of Plan Provisions	3
1.10	Notices	3
1.11	Defined Terms	3
1.12	Separate Programs	3
1.13	IRS Annual Compensation Limit	3
SECTION 2		3
2.1	Participation	3
2.2	Plan Not Contract of Employment	4
2.3	Continued Participation	4
SECTION 3		4
3.1	Eligibility for Supplemental Thrift Plan Benefits	4
3.2	Accounts	4
3.3	Matching Contribution Credits	5
3.4	Supplemental Basic Contributions	5
3.5	Earnings Equivalents	6
3.6	Discretionary Employer Contributions	6
SECTION 4		6
4.1	Eligibility for Supplemental Retirement Plan Benefits	6
4.2	Supplemental Retirement Plan Benefits	7
4.3	Special Pension Benefits	8
4.4	Grandfathered Amount Under Code Section 409A	8

4.5	Benefit Calculation Date and Lump Sum Present Value of Benefits	9
4.6	Supplemental Salary Continuation Benefit	9
4.7	Supplemental Disability Benefit	10
4.8	Nonduplication of Supplemental Benefit Plan Amounts	12
SECTION 5		12
5.1	Vesting	12
5.2	Payment of Supplemental Thrift Plan Benefits to Participants	12
5.3	Payment of Supplemental Retirement Plan Benefits to Participants	12
5.4	Delay in Payment for Specified Employees under Code Section 409A	13
5.5	Payment of Supplemental Thrift Plan Benefits to Beneficiaries	13
5.6	Payment of Supplemental Retirement Plan Benefits to a Beneficiary	13
5.7	Beneficiary	14
5.8	Separation from Service	14
5.9	Facility of Payment	15
5.10	Benefits May Not Be Assigned or Alienated	15
5.11	Tax Liability	15
5.12	Committee Discretion to Accelerate	16
5.13	Applicability of Qualified Plan Provisions	16
SECTION 6		16
6.1	Committee Membership and Authority	16
6.2	Allocation and Delegation of Committee Responsibilities and Powers	17
6.3	Information to be Furnished to Committee	17
6.4	Committee’s Decision Final	17
SECTION 7		17
7.1	Amendment and Termination	17
7.2	Merger	18
7.3	Rights Not Limited by Section 409A	18
SECTION 8		18
8.1	Definition	18
8.2	Effect of Change of Control	19

MONDELĒZ GLOBAL LLC
SUPPLEMENTAL BENEFITS PLAN II

(Effective as of September 1, 2012)

SECTION 1

General

1.1 History, Purpose and Effective Date . Kraft Foods, Inc. (later known as Kraft Foods North America, Inc. and, effective March 19, 2004, as Kraft Foods Global, Inc.), a Delaware corporation (effective March 16, 2012, converted to Kraft Foods Group, Inc., a Virginia corporation) (" **KFGI** "), established the Kraft Foods, Inc. Supplemental Benefits Plan II (known (i) effective December 31, 2002, as the Kraft Foods North America, Inc. Supplemental Benefits Plan II, (ii) effective March 19, 2004, as the Kraft Foods Global, Inc. Supplemental Benefits Plan II, and (iii) effective March 16, 2012, as the Kraft Foods Group, Inc. Supplemental Benefits Plan II) (the " **Kraft Plan** "), to enable the eligible employees of the Employers (as defined in subsection 1.2) to receive retirement income and other benefits in addition to the retirement income and other benefits payable under the qualified plans of the Employers. The Kraft Plan was amended and restated from time to time thereafter.

Kraft Foods Inc. (" **Kraft Foods** ") intends to distribute to its shareholders its entire interest in KFGI, its subsidiary. On the effective date of this distribution (the " **Spin Date** "), Kraft Foods will change its name to Mondelēz International, Inc. (" **Mondelēz International** "). Effective as of September 1, 2012 (the " **Effective Date** "), KFGI hereby establishes the Mondelēz Global LLC Supplemental Benefits Plan II (the " **Mondelēz Global Plan** ") for the benefit of participants in the Kraft Plan who (1) will become employed by Mondelēz International's subsidiary, Mondelēz Global LLC (" **Mondelēz Global** "), or a Related Company as of the close of business on the Spin Date (including any employee whose employment transfers from KFGI or an affiliate of KFGI to Mondelēz Global or a Related Company within 90 days after the Spin Date pursuant to that certain Employee Matters Agreement between Kraft Foods and KFGI) (" **Transferred Employees** "), or (2) were employed by Cadbury Limited or an affiliate of Cadbury Limited prior to the acquisition by Kraft Foods of the outstanding ordinary shares of Cadbury Limited, will have terminated employment with Kraft Foods and all Related Companies (or the predecessors thereof, including Cadbury Limited and its affiliates) prior to the close of business on the Spin Date and have not received payment of their entire supplemental Thrift Plan benefit and/or supplemental retirement benefit under the Kraft Plan (" **Former Cadbury Employees** "). Effective as of the Spin Date, the liabilities with respect to the supplemental Thrift Plan benefits under Section 3 of the Kraft Plan and supplemental retirement benefits under Section 4 of the Kraft Plan of such Transferred Employees and Former Cadbury Employees will be assumed by Mondelēz Global under the Mondelēz Global Plan, the terms and conditions of which are substantially identical to the Kraft Plan. The Mondelēz Global Plan is not intended to qualify under section 401(a) of the Internal Revenue Code of 1986, as amended (the " **Code** "), or to be subject to Parts 2, 3 or 4 of Title I of the Employee Retirement Income Security Act of 1974, as amended (" **ERISA** "). Effective as of the Spin Date, Mondelēz Global will replace KFGI as sponsor of the Plan. The term " **Company** " shall refer to KFGI prior to the Spin Date and to Mondelēz Global on and after the Spin Date. References herein to the " **Plan** " shall mean the Kraft Plan for periods prior to the Spin Date and this Mondelēz Global Plan for periods on and after the Spin Date.

1.2 Employers and Related Companies . The Company and any Related Company (as defined below) which, with the consent of the Company's Management Committee for Employee Benefits (the " **MCEB** "), has adopted or hereafter adopts the Plan are referred to below collectively as the " **Employers** " and individually as an " **Employer** ". The term " **Related Company** " means any corporation or trade or business during any period during which it is, along with the Company, a member of a controlled group of corporations or a controlled group of trades or businesses as described in section 414(b) and 414(c), respectively, of the Code.

1.3 Plan Administration; Plan Year . The Plan shall be administered by the Committee, as more fully described in Section 6. The " **Plan Year** " means (i) the period beginning on the Effective Date and ending on December 31, 2012, and (ii) each subsequent 12-consecutive-month period beginning on each January 1 and ending on the following December 31.

1.4 Sour of Benefits . The amount of any benefit payable under the Plan will be paid in cash from the general assets of the Employers or from one or more trusts, the assets of which are subject to the claims of the Employers' general creditors. Such amounts payable shall be reflected on the accounting records of the Employers but shall not be construed to create, or require the creation of, a trust, custodial or escrow account. No employee or other individual entitled to benefits under the Plan shall have any right, title or interest whatever in any assets of any Employer or to any investment reserves, accounts or funds that an Employer may purchase, establish or accumulate to aid in providing the benefits under the Plan. Nothing contained in the Plan and no action taken pursuant to its provisions, shall create a trust or fiduciary relationship of any kind between an Employer and an employee or any other person. Neither an employee nor the beneficiary of an employee shall acquire any interest greater than that of an unsecured creditor.

1.5 Indemnificati and Exculpation . The members of the Committee, and its agents, and the officers, directors, and employees of any Employer and its affiliates shall be indemnified and held harmless by the Employer against and from any and all loss, costs, liability, or expense that may be imposed upon or reasonably incurred by them in connection with or resulting from any claim, action, suit, or proceeding to which they may be a party or in which they may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by them in settlement (with the Employer's written approval) or paid by them in satisfaction of a judgment in any such action, suit, or proceeding. The foregoing provisions shall not be applicable to any person if the loss, costs, liability, or expense is due to such person's gross negligence or willful misconduct.

1.6 Applicable Laws . The Plan shall be construed and administered in accordance with the internal laws of the State of Illinois to the extent that such laws are not preempted by the laws of the United States of America.

1.7 Gender and Number . Where the context admits, words in any gender shall include any other gender, words in the singular shall include the plural and the plural shall include the singular.

1.8 Action by Employers . Any action required of or permitted to be taken by the Company or by any other Employer shall be by its Board of Directors or by a committee or other person or persons authorized by its Board of Directors.

1.9 Severability of Plan Provisions . In the event any provision of the Plan shall be held invalid or illegal for any reason, any invalidity or illegality shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if the invalid or illegal provision had never been inserted, and the Company shall have the right to correct and remedy such questions of invalidity or illegality by amendment as provided in the Plan.

1.10 Notices . Any notice or document required to be filed with the Committee under the Plan will be properly filed if delivered or mailed by registered mail, postage prepaid, to the Committee (or its delegate), in care of the Company, at its principal executive offices. Any notice required under the Plan may be waived by the person entitled to notice.

1.11 Defined Terms . Terms used frequently with the same meaning are indicated by initial capital letters, and are defined throughout the Plan. Appendix A contains an alphabetical listing of such terms and the locations in which they are defined. Unless the context clearly implies or indicates the contrary, a word, term or phrase used in the Plan with an initial capital letter which is not otherwise defined in the Plan shall have the meaning used or defined in the Thrift Plan (as defined in Section 3) or the Retirement Plan (as defined in Section 4), as applicable.

1.12 Separate Programs . For purposes of applying section 72 of the Code, the Plan consists of a separate program of interrelated contributions and benefits that constitutes a defined contribution arrangement and a separate program of interrelated contributions and benefits that constitutes a defined benefit arrangement. Section 3 describes the eligibility conditions and benefit amounts available under the separate program that constitutes a defined contribution arrangement. Section 4 describes the eligibility conditions and benefit amounts available under the separate program that constitutes a defined benefit arrangement. The two programs shall each constitute a separate contract for purposes of section 72 of the Code.

1.13 IRS Annual Compensation Limit . The term " **IRS Annual Compensation Limit** " means, with respect to any Plan Year, the limit on the annual compensation that may be taken into account under the Thrift Plan or the Retirement Plan for such year under Code section 401(a)(17).

SECTION 2

Participation

2.1 Participation . Subject to the conditions and limitations of the Plan, each individual who has met the eligibility and enrollment requirements set forth in subsection 3.1 or 4.1 shall become a " **Participant** " as of the date on which he meets such requirements.

2.2 Plan Not Contract of Employment . The Plan does not constitute a contract of employment, and participation in the Plan will not give any employee the right to be retained in the employ of any Employer or any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

2.3 Continued Participation . Once an eligible employee becomes a Participant in the Plan, he shall remain a Participant for so long as he is entitled to a benefit under the Plan.

SECTION 3

Supplemental Thrift Plan Benefits

3.1 Eligibility for Supplemental Thrift Plan Benefits . Subject to the conditions and limitations of the Plan, each Transferred Employee or Former Cadbury Employee who was a Participant in Section 3 of the Kraft Plan (as defined therein) immediately prior to the Spin Date will continue to be a Participant in this Mondelēz Global Plan under this Section 3 on and after that date, and each other employee of an Employer who was not such a Participant immediately prior to the Spin Date will be eligible to participate in the Plan under this Section 3 on the first day on which nonqualified compensation deferrals are credited to his account under the Mondelēz Executive Deferred Compensation Plan (" **MEDCP** ") with respect to compensation that would have been Eligible Compensation under the Mondelēz Global LLC Thrift Plan (the " **Thrift Plan** ") had such compensation not been deferred under the MEDCP.

3.2 Accounts . The Committee shall maintain a bookkeeping " **Account** " in the name of each Participant under this Section 3 to reflect such Participant's supplemental Thrift Plan benefits under the Plan. Each Participant's Account shall be credited with the following amounts:

(a) the amount of any matching contribution credits to be credited to the Participant's Account in accordance with subsection 3.3;

(b) the amount of any supplemental basic contribution credits to be credited to the Participant's Account in accordance with subsection 3.4;

(c) the amount of any Earnings Equivalents to be credited to the Participant's Account in accordance with subsection 3.5;

(d) the amount of any Discretionary Employer Contributions to be credited to the Participant's Account in accordance with subsection 3.6; and

(e) in the case of a Transferred Employee or Former Cadbury Employee, the amounts credited to such Participant's Account under the Kraft Plan (as defined therein) immediately prior to the Spin Date.

Each Participant's Account shall be charged with any payments made in accordance with Section 5 below.

3.3 Matching Contribution Credits . For each Plan Year beginning with the Effective Date, a Participant's Account under the Plan will be credited with an amount (if any) equal to (i) the amount of the compensation the Participant defers under the MEDCP which would have been Eligible Compensation under the Thrift Plan and would have been payable to the Participant in such Plan Year had it not been deferred under the MEDCP, multiplied by (ii) the applicable percentage determined in accordance with the following table based on the deferral percentage elected by him under the Mondelēz Global LLC Supplemental Benefits Plan I (" **Supplemental Plan I** ") in the immediately preceding Plan Year or, with respect to a Participant who first becomes eligible to defer compensation under Supplemental Plan I pursuant to subsection 3.4 of Supplemental Plan I (or is treated as being newly eligible for such purpose pursuant to subsection 3.4(b)(i) of Supplemental Plan I), the deferral percentage elected by him for the current Plan Year under Supplemental Plan I:

Supplemental Plan I Deferral Percentage Elected	Percentage of Matching Contribution Credit on MEDCP Deferrals
6% or greater	4.5%
5%	3.8%
4%	3.1%
3%	2.4%
2%	1.7%
1%	1.0%
None	0%

Such matching contribution amounts shall be credited to the Participant's Account for a Plan Year even if the Participant does not actually defer any compensation under Supplemental Plan I in such Plan Year because of a reduction in his Eligible Compensation due to deferrals under the MEDCP. Matching contribution amounts shall be credited to a Participant's Account as of the date that matching contributions would have been credited under the Thrift Plan if the amounts deferred under the MEDCP had been contributed to the Thrift Plan.

3.4 Supplemental Basic Contributions . An employee or Participant who is eligible to receive a Mondelēz Global Basic Contribution under the Thrift Plan for any Plan Year shall be credited with a supplemental basic contribution credit under the Plan for such Plan Year in an amount equal to 4.5% of:

(a) the amount of the compensation deferred by the Participant under the MEDCP in such Plan Year which would have been Eligible Compensation payable to the Participant in such Plan Year had it not been deferred under the MEDCP; plus

(b) the amount of the compensation (if any) deferred at the election of the Participant under Supplemental Plan I in such Plan Year.

Supplemental basic contribution amounts shall be credited to a Participant's Account as of the same date that such amounts would have been credited to the Thrift Plan if they were Mondelēz Global Basic Contributions.

3.5 Earnings Equivalents . The Accounts of Participants shall be credited with deemed earnings and/or losses (" **Earnings Equivalents** ") as of each Accounting Date (as defined in paragraph (a) below) in accordance with the following provisions:

(a) The term " **Accounting Date** " means, each business day (as determined by the Committee in its sole discretion).

(b) As of each Accounting Date, a Participant's Account shall be credited with an amount determined by multiplying the Participant's Account balance on that date by an "earnings equivalent rate" as described below. The earnings equivalent rate to be credited for any period shall be equal to the rate of earnings (as determined by the Committee) for such period on the Interest Income Fund of the Thrift Plan.

3.6 Discretionary Employer Contributions . A Participant's Account may be credited with Discretionary Employer Contributions in such amounts and at such times as determined in the discretion of the Company.

SECTION 4

Supplemental Retirement Plan Benefits

4.1 Eligibility for Supplemental Retirement Plan Benefits . Subject to the conditions and limitations of the Plan, each Transferred Employee and Former Cadbury Employee who was a Participant in Section 4 of the Kraft Plan (as defined therein) immediately prior to the Spin Date will be a Participant in this Mondelēz Global Plan under this Section 4 as of the Spin Date, and each other employee of an Employer who was not a Participant in this Plan as of the Spin Date will be eligible to participate in the Plan under this Section 4 on the first day upon which he is a participant in the Mondelēz Global LLC Retirement Plan (other than Part C thereof, designated as the Cadbury Adams LLC Personal Pension Account Plan) (the " **Retirement Plan** ") and:

(a) his benefits under the Retirement Plan are limited because the Retirement Plan does not take into account as compensation the amount of any nonqualified compensation deferrals; or

(b) he is entitled to a special benefit described in subsection 4.3 pursuant to his designation as a Participant in Section 4 of the Plan by the Compensation and Governance Committee of the Board of Directors of Kraft Foods (effective on and after the Spin Date, Mondelēz International) (the " **Compensation Committee** ") in the case of participation by the Chief Executive Officer of any Employer or by the Committee in the case of each other employee of an Employer, as the case may be.

4.2 Supplemental Retirement Plan Benefit . Subject to the conditions and limitations of the Plan:

(a) A Participant who is described in subsection 4.1 shall be eligible to receive a supplemental retirement plan benefit under the Plan, as of his Benefit Calculation Date (as defined in subsection 4.5), in an amount equal to:

(i) the lump sum present value, as of the Benefit Calculation Date, of the benefit the Participant would have been entitled to receive under the Retirement Plan if (1) his Retirement Plan benefit were determined without regard to the IRS Annual Compensation Limit and without regard to the limitations imposed by section 415 of the Code, (2) the Retirement Plan included as compensation any nonqualified compensation deferrals and (3) his Retirement Plan benefit were determined taking into account the provisions of subsection 4.3, as applicable,

REDUCED BY

(ii) the lump sum present value, as of the Benefit Calculation Date, of the Participant's Retirement Plan benefit, and

FURTHER REDUCED BY

(iii) the amount of the benefit payable to or on account of the Participant under subsection 4.2(a) of Supplemental Plan I.

(b) In the case of a Participant who is reemployed by an Employer following his Separation from Service, he shall be eligible to receive an additional supplemental retirement benefit under the Plan, as of his Benefit Calculation Date with respect to his subsequent Separation from Service, in an amount equal to:

(i) the excess, if any, of the lump sum present value, as of such Benefit Calculation Date, of the benefit the Participant would have been entitled to receive under the Retirement Plan if (1) his Retirement Plan benefit were determined without regard to the IRS Annual Compensation Limit and without regard to the limitations imposed by section 415 of the Code, (2) the Retirement Plan included as compensation any nonqualified compensation deferrals and (3) his Retirement Plan benefit were determined taking into account the provisions of subsection 4.3, as applicable,

OVER

(ii) the lump sum present value, as of such Benefit Calculation Date, of the Participant's Retirement Plan benefit,

FURTHER REDUCED BY

(iii) the amount of the benefit payable to or on account of the Participant under subsection 4.2(b) of Supplemental Plan I, and

FURTHER REDUCED BY

(iv) the lump sum present value, as of such Benefit Calculation Date, of the Participant's supplemental retirement benefit under subsection 4.2(a) and subsection 4.2(a) of Supplemental Plan I (and, if applicable, the Participant's supplemental salary continuation benefit under subsection 4.7 and subsection 4.5 of Supplemental Plan I or supplemental disability benefit under subsection 4.8 and subsection 4.6 of Supplemental Plan I accrued prior to the date of his reemployment).

In the case of a Participant who qualifies as an Altria Participant under the terms of the Retirement Plan, the amount calculated under subparagraphs (a)(i) and (b)(i) next above shall be determined as if the provisions of the Retirement Plan relating to the Altria Accrued Benefit (as defined in the Retirement Plan) were not in effect; the amount calculated under subparagraphs (a)(ii) and (b)(ii) next above shall be determined by excluding the amount of any Altria Accrued Benefit to which the Participant is entitled under the Retirement Plan; and the amount calculated under subparagraphs (a)(iii), (a)(iv), (b)(iii) and (b)(iv) next above shall be determined exclusive of any Supplemental Altria Retirement Benefit to which such Participant is entitled under the provisions of Supplemental Plan I.

4.3 Special Pension Benefits . If, under the terms of any employment or incentive agreement or other contractual obligation of an Employer, any Participant is entitled to additional service credit, early retirement subsidies, an enhanced pension formula or any other additional retirement plan amounts that are not payable from the Retirement Plan or from Plan I, such additional retirement amounts shall be payable from this Plan in the amount determined by the Committee.

4.4 Grandfathered Amount Under Code Section 409A . For purposes of section 409A and the distribution provisions of Section 5 of the Plan, in the case of an individual who was a Participant in the Kraft Plan prior to January 1, 2005 and whose benefit under the Kraft Plan was transferred to this Plan, such Participant's supplemental retirement benefit under this Section 4 shall consist of a grandfathered supplemental retirement benefit and a non-grandfathered supplemental retirement benefit to the extent determined below. As of the Participant's Benefit Calculation Date, his non-grandfathered supplemental retirement benefit shall be an amount equal to:

(a) the excess , if any, of the amount of the lump sum benefit determined under subsection 4.2;

OVER

(b) the Participant's grandfathered amount (as defined below), if any.

A Participant's **"grandfathered amount"** shall be the lesser of: (i) the amount determined under subsection 4.2, and (ii) the lump sum present value of the amount (if any) to which the Participant would have been entitled under the Kraft Plan if the Participant had voluntarily terminated from service without cause on December 31, 2004, and received a payment of benefits from the Kraft Plan on the earliest possible date following termination of services.

Notwithstanding the foregoing, for any subsequent Plan Year, the grandfathered amount may increase to equal the present value of the benefit to which the Participant actually becomes entitled, in the form and at the time actually paid, determined under the terms of the Plan (including applicable limits under the Internal Revenue Code) as in effect on October 3, 2004, without regard to any further services rendered by the Participant after December 31, 2004, or any other events affecting the amount of or the entitlement to benefits (other than a Participant election with respect to the time and form of an available benefit).

4.5 Benefit Calculation Date and Lump Sum Present Value of Benefits . For purposes of this Section 4, the following provisions shall apply:

(a) the Benefit Calculation Date shall be the first day of the calendar month following the Participant's Separation from Service (as described in subsection 5.8);

(b) for purposes of calculating the present value of benefits under this Section 4 as of any date, actuarial assumptions and methods will be consistent with those used to value benefits under the Retirement Plan and prior to any adjustment in benefits under the Retirement Plan due to a distribution of employee contributions;

(c) if, as of a Participant's Benefit Calculation Date or Benefit Recalculation Date (as defined in subsection 4.7), the Participant is not eligible to commence a portion of his benefits under the Retirement Plan, the lump sum present value of such portion of his benefit, as of the Benefit Calculation Date or Benefit Recalculation Date, as applicable, shall be determined as the greater of (i) the lump sum present value of such portion of his benefit payable at the Participant's Normal Retirement Date and (ii) the lump sum present value of such portion of his benefit payable at the earliest date on which the Participant could have commenced receipt of such portion under the Retirement Plan; and

(d) amounts determined in accordance with subsection 4.2 shall take into account any service and compensation taken into account under the Retirement Plan for periods after a Participant's Separation from Service except for service and compensation taken into account under subsection 4.6 with respect to a Participant's salary continuation period or subsection 4.7 with respect to a Participant who is Totally Disabled; provided, however, that any such service and compensation taken into account under subsection 4.6 or 4.7 with respect to the period prior the date of his reemployment with an Employer shall be taken into account under subsection 4.2(b).

4.6 Supplemental Salary Continuation Benefit . If a Participant receives salary continuation payments after his Separation from Service, he shall be eligible to receive a supplemental salary continuation benefit under the Plan, as of his Benefit Recalculation Date (as defined below), in an amount equal to:

(a) the excess, if any, of the lump sum present value, as of the Benefit Recalculation Date, of the benefit the Participant would have been entitled to receive under the Retirement Plan if (i) his Retirement Plan benefit were determined without regard

to the IRS Annual Compensation Limit and without regard to the limitations imposed by section 415 of the Code, (ii) the Retirement Plan included as compensation any nonqualified compensation deferrals and (iii) his Retirement Plan benefit were determined taking into account the provisions of subsection 4.4, and taking into account any compensation and service credited to the Participant with respect to the entire salary continuation period;

OVER

(b) the lump sum present value, as of such Benefit Recalculation Date, of the Participant's Retirement Plan benefit determined by taking into account any compensation and service credited to the Participant with respect to the entire salary continuation period,

REDUCED BY

(c) the lump sum present value, as of the Benefit Recalculation Date, of the Participant's supplemental retirement plan benefit under subsection 4.2, and

FURTHER REDUCED BY

(d) the lump sum present value, as of the Benefit Recalculation Date, of the Participant's supplemental retirement plan benefit and supplemental salary continuation benefit under Supplemental Plan I.

The term " **Benefit Recalculation Date** " means the first day of the month following the one-year anniversary of the Participant's Separation from Service. In the case of a Participant who qualifies as an Altria Participant under the terms of the Retirement Plan, the amount calculated under paragraph (a) next above shall be determined as if the provisions of the Retirement Plan relating to the Altria Accrued Benefit (as defined in the Retirement Plan) were not in effect; the amount calculated under paragraph (b) next above shall be determined by excluding the amount of any Altria Accrued Benefit to which the Participant is entitled under the Retirement Plan; and the amount calculated under paragraphs (c) and (d) next above shall be determined exclusive of any benefit to which such Participant is entitled under the provisions of Supplement A of Supplemental Plan I.

4.7 Supplemental Disability Benefit . If a Participant's Separation from Service occurs after being Totally Disabled for 29 months in accordance with subsection 5.8(b) and Treas. Reg. § 1.409A-1(b)(i), he shall be entitled to receive a supplemental disability benefit under the Plan, as of his Disability Benefit Recalculation Date (as defined below), in an amount equal to:

(a) the excess, if any, of the lump sum present value, as of the Disability Benefit Recalculation Date, of the benefit the Participant would have been entitled to receive under the Retirement Plan if (i) his Retirement Plan benefit were determined without regard to the IRS Annual Compensation Limit and without regard to the limitations imposed by section 415 of the Code, (ii) the Retirement Plan included as compensation any nonqualified compensation deferrals and (iii)

his Retirement Plan benefit were determined taking into account the provisions of subsection 4.3, and taking into account any service credited to the Participant under the Retirement Plan after his Benefit Calculation Date while he is Totally Disabled,

OVER

(b) the lump sum present value, as of such Disability Benefit Recalculation Date, of the Participant's Retirement Plan benefit determined by taking into account any service credited to the Participant under the Retirement Plan after his Benefit Calculation Date while he is Totally Disabled,

REDUCED BY

(c) the lump sum present value, as of the Disability Benefit Recalculation Date, of the Participant's supplemental retirement plan benefit under subsection 4.2, and

FURTHER REDUCED BY

(d) the lump sum present value, as of the Disability Benefit Recalculation Date, of the Participant's supplemental retirement plan benefit and supplemental disability benefit under Supplemental Plan I.

The term " **Disability Benefit Recalculation Date** " means the earlier of:

(e) whichever of the following dates is applicable:

(i) in the case of a Participant whose disability first occurred before he attained age 60, the first day of the month coincident with or next following the date he attains age 65; or

(ii) in the case of a Participant whose disability first occurred after he attained age 60, the date which is five years after such occurrence; or

(f) the date of the Participant's death.

In the case of a Participant who qualifies as an Altria Participant under the terms of the Retirement Plan, the amount calculated under paragraph (a) next above shall be determined as if the provisions of the Retirement Plan relating to the Altria Accrued Benefit (as defined in the Retirement Plan) were not in effect; the amount calculated under paragraph (b) next above shall be determined by excluding the amount of any Altria Accrued Benefit to which the Participant is entitled under the Retirement Plan; and the amount calculated under paragraphs (c) and (d) next above shall be determined exclusive of any benefit to which such Participant is entitled under the provisions of Supplement A of Supplemental Plan I.

4.8 Nonduplication of Supplemental Benefit Plan Amounts . The provisions of this Plan are intended to be coordinated with the provisions of Supplemental Plan I and are not intended to duplicate any of the benefits provided under Supplemental Plan I. To the extent, if any, that any portion of a Participant's nonqualified retirement benefits payable from the Company or any other Employer could be provided from both this Plan and from Supplemental Plan I , the portion of such benefit amount otherwise payable from this Plan shall be reduced by the portion of such benefit that is payable from Supplemental Plan I. To avoid duplication of benefits, the Committee, in its discretion, may further reduce any benefit payable under the Plan by the actuarial equivalent of the benefits payable with respect to the Participant from any other retirement plan, program or arrangement (except a defined contribution or similar plan), maintained by the Company or any Related Company to the extent that such other plan, program or arrangement provides retirement income after termination of employment for the same period of service used to determine the amount of the Participant's benefits payable from this Plan but only to the extent that such reduction does not result in an impermissible acceleration of benefits within the meaning of Code section 409A.

SECTION 5

Vesting and Payment of Plan Benefits

5.1 Vesting . A Participant shall become vested and have a nonforfeitable interest in the portion of his Account maintained under Section 3 of the Plan attributable to matching contribution credits and Mondelēz Global basic contribution credits (and the Earnings Equivalents attributable thereto) when and to the extent that his matching account and Mondelēz Global Basic Contribution account, respectively, maintained under the Thrift Plan becomes vested and nonforfeitable. A Participant shall become vested and have a nonforfeitable interest in his benefits determined under Section 4 of the Plan when and to the extent that his accrued benefit under the Retirement Plan becomes vested and nonforfeitable, or at such earlier date and to such greater extent as may be provided under the terms of any special pension benefit provided to him pursuant to subsection 4.4. Notwithstanding the foregoing provisions of this subsection 5.1, a Participant or his beneficiary shall have no right to any benefits under the Plan if the Committee or his Employer determines that he engaged in a willful, deliberate or grossly negligent act of commission or omission which is substantially injurious to the finances or reputation of the Employers.

5.2 Payment of Supplemental Thrift Plan Benefits to Participants . Subject to the following provisions of this Section 5, a Participant's vested supplemental Thrift Plan benefit under Section 3 (if any) shall be paid to him in a lump sum within 90 days following his Separation from Service.

5.3 Payment of Supplemental Retirement Plan Benefits to Participants . Subject to the following provisions of this Section 5, a Participant's vested supplemental Retirement Plan benefit under Section 4 will be paid as follows:

(a) his non-grandfathered supplemental retirement benefit will be paid to him in a lump sum within 90 days following his Separation from Service;

(b) his grandfathered supplemental retirement benefit will be paid to him in the same form, on the same dates and for the same period as benefits would have been paid under the provisions of the Kraft Plan as in effect on October 3, 2004;

(c) the supplemental salary continuation benefit will be paid to him in a lump sum within 90 days following the one-year anniversary of his Separation from Service, except as otherwise specifically provided in subsection 4.6; and

(d) the supplemental disability benefit will be paid to him in a lump sum within 90 days following (i) in the case of a Participant whose disability first occurred before he attained age 60, the first day of the month coincident with or next following the date he attains age 65, or (ii) in the case of a Participant whose disability first occurred after he attained age 60, the date which is five years after such occurrence.

5.4 Delay in Payment for Specified Employees under Code Section 409A . Notwithstanding any provision of the Plan to the contrary (including, without limitation, any provision of Supplement A), if a Participant is a Specified Employee at the time of his Separation from Service, payment of benefits under the Plan (other than a Grandfathered Account balance under Section 3 or a grandfathered amount under Section 4) may not be paid before the date that is six months after the Participant's Separation from Service or, if earlier, the Participant's date of death. Any amount that may not be paid by reason of the restriction in this subsection 5.4 shall be paid on the first day of the seventh month following the Participant's Separation from Service. The amount of the Participant's non-grandfathered supplemental retirement benefit shall be increased for interest for such six-month period at an interest rate equal to the "first segment rate" (as described under section 430(h)(2)(C) of the Code) in effect under the Retirement Plan for a benefit commencing as of the first of the month following the Participant's Separation from Service. For purposes of the Plan, the term " **Specified Employee** " shall be defined in accordance with Treas. Reg. § 1.409A-1(i) and such rules as may be established from time to time in writing by the Executive Vice President, Human Resources, Kraft Foods (effective on and after the Spin Date, Mondelēz International) (or her delegate) pursuant to such regulations.

5.5 Payment of Supplemental Thrift Plan Benefits to Beneficiaries . If a Participant's Separation from Service occurs on account of his death or the Participant dies after his Separation from Service but before his entire Account balance under Section 3 is paid, the vested portion of his Account shall be paid to his Beneficiary, in a lump sum, within 90 days after his Separation from Service and without regard to any delay that would otherwise apply with respect to the Participant under subsection 5.4.

5.6 Payment of Supplemental Retirement Plan Benefits to a Beneficiary . If a Participant's Separation from Service occurs on account of his death, his Beneficiary will be entitled to receive, with respect to such Participant's supplemental retirement benefit, an amount equal to the lump sum present value of such supplemental death benefits or qualified pre-retirement surviving spouse (" **QPSA** ") benefit, if any, as would be provided with respect to the Participant's benefit under the Retirement Plan. Payment of such supplemental death or QPSA benefits, if any, will be made, in a lump sum, within 90 days following the Participant's Separation from Service; provided, however, that any portion of such death or QPSA benefit which is attributable to the Participant's grandfathered amount (determined in a manner consistent with the calculation of the grandfathered amount under subsection 4.4) shall be paid in the same form, at the same time and in the same manner as under the provisions of the Kraft Plan as in effect on October 3, 2004. If a Participant dies after his Separation from Service but before all benefits under Section 4 have been paid:

(a) the amount that would have been payable to the Participant under subsection 4.2 and subsection 4.76(other than any portion thereof which is a grandfathered amount) shall be paid to the Participant's Beneficiary in a lump sum at the same date that such amount would have been paid to the Participant (determined without regard to subsection 5.4);

(b) with respect to such Participant's supplemental disability benefit under subsection 4.7, an amount equal to the lump sum present value of such supplemental death benefits or QPSA benefit, if any, as would be provided with respect to the Participant's benefit under the Retirement Plan shall be paid to the Participant's Beneficiary in a lump sum within 90 days following the date of the Participant's death;

(c) any portion which is a grandfathered amount shall be paid in the same form, at the same time and in the same manner as death benefits or QPSA benefits would have been paid under the provisions of the Kraft Plan as in effect on October 3, 2004; and

(d) if the Participant's death occurs after payment of his grandfathered amount under Section 4 has commenced, no death benefits shall be payable under the Plan with respect to such grandfathered benefits except as may be provided under the distribution method applicable to such benefit in accordance with subsection 5.3.

5.7 Beneficiary . For purposes of this Plan, a Participant's " **Beneficiary** " with respect to benefits payable under a specific Section of the Plan shall be the same person or persons as his beneficiary determined under the terms of the Thrift Plan or Retirement Plan, as applicable; provided, however, that each Participant may designate in writing any legal or natural person or persons as Beneficiary of any benefits payable under the Plan after his death, and, to the extent that death benefits are payable both with respect to supplemental Thrift Plan benefits under Section 3 of the Plan and supplemental Retirement Plan benefits under Section 4 of the Plan, separate Beneficiary designations may be made with respect to those components of the Plan. A Beneficiary designation made with respect to benefits payable under the Plan will be effective only after it is filed in writing with the Committee or its delegate while the Participant is alive and will cancel all beneficiary designation forms filed earlier. Any designation of a Beneficiary or Beneficiaries (as defined under and determined with respect to the Kraft Plan) in effect under subsection 5.7 of the Kraft Plan immediately prior to the Spin Date shall remain in effect under this Mondelēz Global Plan on and after the Spin Date, subject to cancellation as described in the preceding sentence of this subsection 5.7.

5.8 Separation from Service . The term " **Separation from Service** " means the date on which the Participant ceases to be employed by the Company and all Related Companies for any reason, subject to the following:

(a) The employment relationship will be deemed to have ended on the date that the Participant and his Employer reasonably anticipate that the level of bona fide services the Participant will perform for the Company and the Related Companies after such date (whether as an employee or independent contractor, but not as a director) would permanently decrease to no more than 20% of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of services to the Company and Related Companies if the Participant has performed services for the Company and the Related Companies for less than 36 months). Absent a reasonable expectation that the Participant's level of bona fide services after such date will exceed the above-described percentage, a deemed termination of the employment relationship will occur even if the Participant continues on the payroll of the Company or the Related Companies after that date.

(b) The employment relationship will be treated as continuing intact while the Participant is on a bona fide leave of absence (determined in accordance with Treas. Reg. §1.409A-1(h)).

(c) The determination of a Participant's termination of employment by reason of a sale of assets, sale of stock, spin-off or other similar transaction of the Company or a Related Company will be made in accordance with Treas. Reg. §1.409A-1(h).

(d) Notwithstanding anything herein to the contrary, a Former Cadbury Employee's Separation from Service under the Kraft Plan (as defined therein) prior to the Spin Date shall constitute a Separation from Service for purposes of this Mondelēz Global Plan.

The provisions of this subsection shall be interpreted and applied in a manner consistent with the provisions of Treas. Reg. §1.409A-1(h).

5.9 Facility of Payment . If, in the Committee's opinion, a Participant or other person entitled to benefits under the Plan is under a legal disability or is in any way incapacitated so as to be unable to manage his financial affairs, payment will be made to the conservator or other person legally charged with the care of his person or his estate or, if no such legal conservator will have been appointed, then to any individual (for the benefit of such Participant or other person entitled to benefits under the Plan) whom the Committee may from time to time approve.

5.10 Benefits May Not Be Assigned or Alienated . The benefits payable to, or on account of, any individual under the Plan may not be voluntarily or involuntarily assigned or alienated.

5.11 Tax Liability . The Employers may withhold from any payment of benefits hereunder any taxes required to be withheld and such sum as the Employers may reasonably estimate to be necessary to cover any taxes for which the Employers may be liable and which may be assessed with regard to such payment. Notwithstanding any provision of the Plan to the contrary, none of the Company, the Committee or any Employer makes any representation or warranty regarding the tax consequences of the Plan to Participants or other persons entitled to benefits hereunder.

5.12 Committee Discretion to Accelerate . The Committee may accelerate the date of distribution of any grandfathered amount payable under the Plan to or on behalf of any Participant to the extent that the Committee determines that such acceleration is in the best interests of the Employers because of changes in tax laws or accounting principles, Department of Labor regulations, or any other reason which negates or diminishes the continued value of the Plan to any Employer or Participant. The amount distributed pursuant to this subsection 5.12 will be paid in the form of a lump sum.

5.13 Applicability of Qualified Plan Provisions . Except as otherwise expressly provided to the contrary, all of the provisions, conditions and requirements set forth in the Thrift Plan or the Retirement Plan with respect to eligibility for benefits shall apply equally to benefits under Section 3 and Section 4, respectively, of the Plan. Whenever a Participant's rights under the Plan are to be determined, appropriate reference shall be made to the Thrift Plan or the Retirement Plan, as applicable. Actuarial equivalence for purposes of the Plan shall be determined in a manner consistent with the provisions of the Retirement Plan relating to actuarial equivalence.

SECTION 6

Administration

6.1 Committee Membership and Authority . For purposes of the Plan, the " **Committee** " shall mean the Company's Administrative Committee. Except as otherwise specifically provided in this Section 6, the Committee shall act by a majority of its then members, by meeting or by writing filed without meeting, and shall have the following discretionary authority, powers, rights and duties in addition to those vested in it elsewhere in the Plan:

(a) to adopt and apply in a uniform and nondiscriminatory manner to all persons similarly situated, such rules of procedure and regulations as, in its opinion, may be necessary for the proper and efficient administration of the Plan and as are consistent with the provisions of the Plan;

(b) to enforce the Plan in accordance with its terms and with such applicable rules and regulations as may be adopted by the Committee;

(c) to determine conclusively all questions arising under the Plan, including the discretionary power and authority to interpret and construe the terms of the Plan, to determine the eligibility of employees and the rights of Participants and other persons entitled to benefits under the Plan and their respective benefits, to make factual findings and to remedy ambiguities, inconsistencies or omissions of whatever kind;

(d) to maintain and keep adequate records concerning the Plan and concerning its proceedings and acts in such form and detail as the Committee may decide;

(e) to direct all payments of benefits under the Plan;

(f) to employ agents, attorneys, accountants or other persons (who may also be employed by or represent the Employers) for such purposes as the Committee considers necessary or desirable to discharge its duties; and

(g) to establish and maintain a claims procedure under the Plan meeting the requirements of section 503 of ERISA and the regulations under that section.

The certificate of a majority of the members of the Committee that the Committee has taken or authorized any action shall be conclusive in favor of any person relying on the certificate.

6.2 Allocation and Delegation of Committee Responsibilities and Powers . In exercising its authority to control and manage the operation and administration of the Plan, the Committee may allocate all or any part of its responsibilities and powers to any one or more of its members and may delegate all or any part of its responsibilities and powers to any person or persons selected by it. Any such allocation or delegation may be revoked at any time.

6.3 Information to be Furnished to Committee . The Employers shall furnish the Committee such data and information as may be required for it to discharge its duties and the records of the Employers shall be conclusive on all persons unless determined to be incorrect. Participants and other persons entitled to benefits under the Plan must furnish to the Committee such evidence, data or information as the Committee considers desirable to carry out the Plan.

6.4 Committee's Decision Final . Any interpretation of the Plan and any decision on any matter within the discretion of the Committee made by the Committee (or its duly authorized delegate) shall be binding on all persons. A misstatement or other mistake of fact shall be corrected when it becomes known, and the Committee shall make such adjustment on account thereof as it considers equitable and practicable. A benefit shall be payable under the Plan only to the extent that the Committee determines that the Participant or other person is entitled to such benefit under the terms of the Plan.

SECTION 7

Amendment and Termination

7.1 Amendment and Termination . Each of the Company and MCEB, acting separately, have the right to amend the Plan from time to time, and the right to terminate it; provided, however, that no such amendment or termination of the Plan will:

(a) reduce or impair the interests of Participants in benefits being paid under the Plan as of the date of amendment or termination, as the case may be; or

(b) reduce the aggregate amount of benefits payable from the Plan and from any other plan, program or arrangement established to supplement or replace the Plan to or on account of any employee of an Employer to an amount which is less than the amount to which he would be entitled in accordance with the provisions of the Plan if the employee terminated employment immediately prior to the date of the amendment or termination, as the case may be.

7.2 Merger . No Employer will merge or consolidate with any other corporation, or liquidate or dissolve, without making suitable arrangements, satisfactory to the Committee, for the payment of any benefits payable under the Plan.

7.3 Rights Not Limited by Section 409A . For the avoidance of doubt, the rights reserved to the Company and the Employers under this Section 7 shall not be subject to any limitation or restriction merely because the exercise of such rights may result in adverse tax consequences to Participants or other persons under Code Section 409A or any other tax law.

SECTION 8

Change of Control

8.1 Definition . " **Change of Control** " means the happening of any of the following events:

(a) Acquisition of 20% or more of the outstanding voting securities of Kraft Foods (effective on and after the Spin Date, Mondelēz International) or any successor thereto (the " **Parent** ") by another entity or group; excluding, however, the following:

(i) any acquisition by the Parent or any entity controlled by, controlling or under common control with the Parent (each such entity an " **Affiliate** ");

(ii) any acquisition by an employee benefit plan or related trust sponsored or maintained by the Parent or any of its Affiliates; or

(iii) any acquisition pursuant to a merger or consolidation described in clause (c) of this definition.

(b) During any consecutive 24 month period, persons who constitute the Board of Directors of the Parent (the " **Board** ") at the beginning of such period cease to constitute at least 50% of the Board; provided that each new Board member who is approved by a majority of the directors who began such 24 month period shall be deemed to have been a member of the Board at the beginning of such 24 month period.

(c) The consummation of a merger or consolidation of the Parent with another company, and the Parent is not the surviving company; or, if after such transaction, the other entity owns, directly or indirectly, 50% or more of the outstanding voting securities of the Parent; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Parent immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote

generally in the election of directors (or similar persons) of the entity resulting from such transaction (including, without limitation, an entity which as a result of such transaction owns the Parent either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Parent.

(d) The consummation of a plan of complete liquidation of the Parent or the sale or disposition of all or substantially all of the Parent's assets, other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Parent immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring the Parent's assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Parent.

For avoidance of doubt, the separation of KFGI from Kraft Foods shall not be considered a Change of Control.

8.2 Effect of Change of Control . Notwithstanding any other provision of the Plan to the contrary, a Participant who is employed by an Employer upon a Change of Control and whose employment with the Employers (or any successor thereto) is involuntarily terminated due to such Change of Control (as determined by the Committee) shall be fully vested in any benefits under the Plan (other than any grandfathered amount under Section 4).

APPENDIX A

Index of Defined Terms

Section Where Defined	Defined Term
3.2	Account
3.5	Accounting Date
8.1(b)	Affiliate
5.7	Beneficiary
4.6	Benefit Calculation Date
4.7	Benefit Recalculation Date
8.1(b)	Board
8.1	Change of Control
1.1	Code
1.1	Company
4.1(b)	Compensation Committee
6.1	Committee
4.8	Disability Benefit Recalculation Date
3.5	Earnings Equivalents
1.1	Effective Date
1.2	Employers
1.1	ERISA
1.1	Former Cadbury Employee
4.5	Grandfathered amount
1.13	IRS Annual Compensation Limit
1.1	KFGI
1.1	Kraft Foods
1.1	Kraft Plan
1.2	MCEB
3.1	MEDCP
1.1	Mondelēz Global
1.1	Mondelēz Global Plan
1.1	Mondelēz International
8.1(a)	Parent
2.1	Participant
1.1	Plan
1.3	Plan Year
5.6	QPSA
1.2	Related Company
4.1	Retirement Plan
5.8	Separation from Service
5.4	Specified Employee
1.1	Spin Date
3.3	Supplemental Plan I
3.1	Thrift Plan
1.1	Transferred Employee

SUPPLEMENT A

Certain Employees Transferred from Altria

A-1. Application . This Supplement A describes special rules that apply with respect to the additional supplemental retirement benefits (if any) payable under the Plan with respect to a Participant who is eligible to receive an " **Altria Accrued Benefit** " as defined and determined under the provisions of the Mondelēz Global LLC Retirement Plan (the " **Salaried Retirement Plan** "). This Supplement A shall apply only to a Participant who meets all the eligibility requirements of an "Altria Participant" under Supplement EE-3 of the Salaried Retirement Plan (such a Participant being referred to in this Supplement A as an " **Altria Participant** ").

A-2. Defined Terms . Capitalized terms not defined herein shall have the same meaning as ascribed to such terms in the Salaried Retirement Plan or the Plan.

A-3. Supplemental Altria Retirement Benefit . In addition to the benefit (if any) to which an Altria Participant is entitled under Section 4 of the Plan, each Altria Participant who retires on a Normal Retirement Date or who terminates from the employ of the Employers and Related Companies before retirement but after completing at least five years of Total Vesting Service shall be entitled to receive an amount (referred to as a " **Supplemental II Altria Retirement Benefit** "), if any, determined in accordance with the following provisions of this Supplement A. Subject to the conditions and limitations of the Plan and this Supplement A, an Altria Participant's Supplemental II Altria Retirement Benefit shall be equal to the lump sum present value, as of his Benefit Calculation Date, of the monthly benefit payable for such Altria Participant's lifetime, reduced for early commencement in accordance with subsection A-7, if applicable, in an amount (if any) which is equal to:

(a) the sum of the Updated Altria Qualified Benefit and the Updated Altria Nonqualified Benefit, each determined as if the Retirement Plan included as compensation any nonqualified compensation deferrals;

REDUCED BY

(b) the sum of the Updated Altria Qualified Benefit and the Updated Altria Nonqualified Benefit.

For purposes of calculating an Altria Participant's Supplemental II Altria Retirement Benefit (and to the extent applicable, his Altria salary continuation benefit described in subsection A-4 and his Altria supplemental disability benefit described in subsection A-5), the provisions of paragraph (b) of subsection 4.5 shall apply. If, as of an Altria Participant's Benefit Calculation Date, the Altria Participant is not eligible to commence his Altria Accrued Benefit, his Supplemental II Altria Retirement Benefit (and, to the extent applicable, his Altria salary continuation benefit described in subsection A-4) shall be an amount equal to the lump sum present value of the benefit payable at the earliest date on which the Altria Participant could have commenced payment of his Altria Accrued Benefit.

A-4. Additional Salary Continuation Benefit . If an Altria Participant receives salary continuation payments after his Separation from Service, he shall be eligible to receive an Altria salary continuation benefit under this Supplement A, in an amount (if any) which is equal to the lump sum present value, as of his Benefit Recalculation Date, of the monthly benefit payable for such Altria Participant's lifetime, reduced for early commencement in accordance with subsection A-6, if applicable, in an amount (if any) which is equal to:

(a) the sum of the Altria Participant's Updated Altria Qualified Benefit and Updated Altria Nonqualified Benefit, each determined as if the Retirement Plan included as compensation any nonqualified compensation deferrals and taking into account any compensation and service credited to the Altria Participant with respect to the entire salary continuation period;

REDUCED BY

(b) the sum of the Updated Altria Qualified Benefit and the Updated Altria Nonqualified Benefit, each determined as if the Retirement Plan included as compensation any nonqualified compensation deferrals.

A-5. Additional Supplemental Disability Benefit . If an Altria Participant's Separation from Service occurs after being Totally Disabled for 29 months in accordance with subsection 5.8(b) of the Plan and Treas. Reg. §1.409A-1(h)(i), he shall be eligible to receive an Altria supplemental disability benefit under this Supplement A, in an amount (if any) which is equal to:

(a) the sum of the Altria Participant's Updated Altria Qualified Benefit and Updated Altria Nonqualified Benefit, each determined as if the Retirement Plan included as compensation any nonqualified compensation deferrals and taking into account any service credited to the Altria Participant under the Retirement Plan after his Benefit Calculation Date while he is Totally Disabled;

REDUCED BY

(b) the sum of the Updated Altria Qualified Benefit and the Updated Altria Nonqualified Benefit, each determined as if the Retirement Plan included as compensation any nonqualified compensation deferrals.

A-6. Vesting . An Altria Participant shall be fully vested in his Supplemental II Altria Retirement Benefit, his additional salary continuation benefit under subsection A-4 and his additional supplemental disability benefit under subsection A-5 if he has 5 or more years of Total Vesting Service.

A-7. Early Commencement . Subject to the last sentence of subsection A-3, if payment of an Altria Participant's Supplemental II Altria Retirement Benefit (or, if applicable, any Altria salary continuation benefit) commences prior to such Altria Participant's Normal Retirement Date, any Supplemental II Altria Retirement Benefit or Altria salary continuation benefit to which the Altria Participant is entitled shall be reduced to the same extent and using the same methodology as such Altria Participant's Altria Accrued Benefit would be reduced for early commencement pursuant to the terms of the Salaried Retirement Plan. For the avoidance of

doubt, this means that, for purposes of calculating the amount of an Altria Participant's Supplemental II Altria Retirement Benefit commencing prior to such Altria Participant's Normal Retirement Date, the formula in subsection A-3 next above shall be applied only after reducing each of the Updated Altria Qualified Benefit and Updated Altria Nonqualified Benefit to the same extent (if any) and in the same manner as such benefits, respectively, would have been reduced for early commencement under the terms of the Retirement Plan if payment of the Altria Accrued Benefit commenced as of the same date.

A-8. Time and Form of Payment . An Altria Participant's Supplemental II Altria Retirement Benefit (if any) shall be paid at the same time and in the same form as a non-grandfathered supplemental retirement benefit under Section 4 of the Plan. An Altria Participant's Altria salary continuation benefit under subsection A-4 (if any) shall be paid at the same time and in the same form as a supplemental salary continuation benefit under subsection 4.6 of the Plan. An Altria Participant's Altria supplemental disability benefit (if any) shall be paid at the same time and in the same form as a supplemental disability benefit under subsection 4.7 of the Plan.

A-10. Payment to a Beneficiary . Supplemental death or QPSA benefits shall be provided with respect to an Altria Participant's Supplemental II Altria Retirement Benefit (if any), Altria salary continuation benefit (if any) and Altria supplemental disability benefit (if any) to the same extent as death or QPSA benefits are provided with respect to the Altria Participant's supplemental retirement benefit, supplemental salary continuation benefit and supplemental disability benefit under the Plan, and any such death or QPSA benefits with respect to an Altria Participant shall be paid at the same date, in the same form and to the same Beneficiary as such Altria Participant's supplemental retirement benefit and supplemental salary continuation benefit, respectively, or the supplemental death benefits or QPSA benefit with respect to such Altria Participant's supplemental disability benefit.

Exhibit 10.12

AMENDED AND RESTATED
CASH ENROLLMENT AGREEMENT

This agreement ("Agreement") made the day of , 20 , between (the "Employee"), the person, if any, to whom the Employee is legally married (the "Employee's Spouse"), and Mondelēz Global LLC ("Mondelēz") is effective as of the Effective Date (as defined below). This Agreement provides for payments to or on behalf of the Employee, to be made by Mondelēz, in discharge of the obligations of Kraft Foods Group, Inc. (formerly known as Kraft Foods Global, Inc.) or its affiliates (together, "KFGI") under the Mondelēz Supplemental Plans (defined below) to the extent specified herein.

Introduction

KFGI previously established and maintained the Kraft Foods Group, Inc. Supplemental Benefits Plan I (formerly known as the Kraft Foods Global, Inc. Supplemental Benefits Plan I) and the Kraft Foods Group, Inc. Supplemental Benefits Plan II (formerly known as the Kraft Foods Global, Inc. Supplemental Benefits Plan II ("KFGI Supplemental Plans") to be known as the Mondelēz Global LLC Supplemental Benefits Plan I and the Mondelēz Global LLC Supplemental Benefits Plan II (such plans, as modified where relevant by the application of the provisions of this Agreement, the Prior Enrollment Agreement or the Original Enrollment Agreement (as defined below), being hereinafter referred to as the "Mondelēz Supplemental Plans").

The Employee and the Employee's Spouse previously entered into one or more Cash Enrollment Agreements with KFGI and with Altria Group, Inc. ("Altria") and various affiliates of Altria (the most recent of which is hereinafter referred to as the "Prior Enrollment Agreement" and its predecessor hereinafter referred to as the "Original Enrollment Agreement") providing for payments to the Employee by KFGI in discharge of its obligations under the KFGI Supplemental Plans. In connection with Altria's spin-off of KFGI, the parties acknowledged that the Original Enrollment Agreement only applied to those benefits accrued under the Altria Plans and the Prior Enrollment Agreement only applied to those benefits accrued under the KFGI Supplemental Plans.

Kraft Foods Inc. ("KFI"), parent company to KFGI has announced that it intends to distribute to its shareholders all shares of Kraft Foods Group, Inc. The date that the shares of Kraft Foods Group, Inc. are distributed to shareholders of KFI (the "Spin Date" and also the "Effective Date" of this Agreement), KFI will change its name to Mondelēz International, Inc. Mondelēz, a subsidiary of Mondelēz International, Inc., will sponsor each employee benefit plan for U.S. employees of Mondelēz and its affiliates.

Pursuant to the Employee Matters Agreement entered into between KFI and KFGI in connection with the distribution of shares, effective as of the Spin Date, Mondelēz is required to establish one or more nonqualified employee benefit plans to assume the liabilities of all benefits accrued or earned as of the Spin Date under a KFGI-sponsored nonqualified employee benefit plan by each KFGI employee to be transferred to Mondelēz as of the Spin Date.

The parties now wish (1) to acknowledge that, as of the Effective Date, the obligations under the Prior Enrollment Agreement, the Original Enrollment Agreement run solely among the Employee, the Employee's Spouse and Mondelēz, and (2) to enter into this Agreement, which restates and supercedes the Prior Enrollment Agreement, the Original Enrollment Agreement.

In consideration of their mutual undertakings, Mondelēz, the Employee, and the Employee's Spouse agree as follows:

I. Election to Receive Cash Payment; Effect of Funding Payments on Benefits Under Mondelēz Supplemental Plans

1.1 The Employee and the Employee's Spouse understand that from time to time Mondelēz may determine in its discretion that it is appropriate to make cash payments to the Employee to discharge its liabilities under the Mondelēz Supplemental Plans with respect to benefits which accrued prior to, and are not subject to, section 409A of the Internal Revenue Code of 1986, as amended ("Code") ("Pre-409A Benefits"). Each such additional payment, if any, is hereinafter referred to as a "Funding Payment." Unless the Employee terminates this Agreement pursuant to Section 3.2 prior to the time any such Funding Payment is to be paid to the Employee, the Employee hereby authorizes and directs Mondelēz (a) to deduct federal, state and local income and employment taxes from any such Funding Payment and remit such taxes to the appropriate authorities; and (b) to pay the remainder of such Funding Payment to the employee in a lump sum.

1.2 The Employee and the Employee's Spouse, if any, agree that any Funding Payments, adjusted as provided below to account for the time elapsed between the date any Funding Payments are paid to the Employee and the date benefits are payable from the Mondelēz Supplemental Plans, shall offset the benefits otherwise payable to them or to any Plan Beneficiary under the Mondelēz Supplemental Plans, as follows:

(a) Notwithstanding any provision of the Mondelēz Supplemental Plans, or of any agreement with KFGI, or Mondelēz made prior to the date of this Agreement allowing or requiring payment of benefits in another form, and except as otherwise provided in Section 1.2.(g), all benefits payable to the Employee, the Employee's Spouse or Plan Beneficiary under each of the Mondelēz Supplemental Plans shall be paid only in the form of a single lump sum payment (calculated using the actuarial assumptions employed under the relevant Mondelēz Supplemental Plan), and such payment shall

be made at the time benefits otherwise become payable to the Employee, the Employee's Spouse or Plan Beneficiary under the provisions of the Mondelēz Supplemental Plans (the "Distribution Date"). If the Employee, the Employee's Spouse or Plan Beneficiary becomes entitled to a benefit under the Mondelēz Supplemental Plans that is not payable in the form of a lump sum under the relevant provisions of such plans, before amendment by the Original Enrollment Agreement, such benefit shall be converted to and shall be payable as a lump sum, notwithstanding any contrary provisions of such plans, based on the actuarial equivalence conversion factors set forth in Sections 8.5 and Appendix B, III, of the Mondelēz Global LLC Retirement Plan Part A.

(b) All benefits that would otherwise be payable with respect to a Mondelēz Supplemental Plan on the Distribution Date shall be offset by an amount determined as follows (the "Offset Amount").

(1) It shall be assumed that the amount credited to the assumed grantor trust maintained pursuant to the Original Enrollment Agreement had been made to a grantor trust (the "Assumed Grantor Trust") established by the Employee with Fidelity Personal Trust Company, FSB or one of its affiliates ("Fidelity") as trustee and that such amounts had been invested by Fidelity until the Distribution Date in the same manner that the grantor trust of a similarly situated employee (a "Similarly Situated Trust") was invested under the Grantor Trust Alternative, determined in accordance with Item 1 of Exhibit A. It shall be further assumed that any Funding Payments made pursuant to this Agreement shall be deemed to have been contributed to the Assumed Grantor Trust. So long as Fidelity (or its successor as trustee) continues to invest the assets of a Similarly Situated Trust in the manner reflected in Item 1 of Exhibit A, it shall be assumed that the assets of the Employee's Assumed Grantor Trust will continue to be so invested, and if at any time the trustee of a Similarly Situated Trust reinvests the assets of such Similarly Situated Trust in assets other than those specified in Item 1 of Exhibit A the assets of the Employee's Assumed Grantor Trust shall be deemed to have been reinvested in the same manner. If at any time there is no Similarly Situated Trust but the Trustee is investing the assets of other such Trusts in the manner set forth in such Item 1 (or in any other manner permitting objective determination how the Trustee would invest the assets of such a Similarly Situated Trust), it shall be assumed that the assets of the Employee's Assumed Grantor Trust have been so invested. If at any time such determination cannot be

objectively made, then for any remaining period the assets of the Employee's Assumed Grantor Trust shall be credited with interest at the average annual interest rate provided by Code section 417(e)(3) for the month of December preceding the first year in which such determination cannot be made and for each successive December during the period for which the calculation is being performed.

(2) It shall be further assumed that federal, state and local income taxes on the resulting deemed investment income of the Assumed Grantor Trust (calculated using the tax assumptions set forth in Exhibit A) have been paid from the assets of such Assumed Grantor Trust, except to the extent that Mondelēz has made payments with respect to such taxes under Section 3.1; and

(3) Such Assumed Grantor Trust shall be deemed to continue until the Distribution Date under the Mondelēz Supplemental Plans.

(4) The amount so determined as the deemed fair market value of the assets of the Assumed Grantor Trust as of the Distribution Date, using the assumptions in this subsection (b), shall be the Offset Amount, which shall be offset against the benefits otherwise payable under the Mondelēz Supplemental Plans on the Distribution Date, in the manner provided in subsection (c).

(c) As of the Distribution Date, the benefits otherwise payable under a Mondelēz Supplemental Plan to the Employee, the Employee's Spouse or Plan Beneficiary will be converted to an after-tax amount (the "After-Tax Benefit") using the tax assumptions set forth in Exhibit A; and the Offset Amount, as determined above, shall offset the amount of the After-Tax Benefit and shall discharge Mondelēz's liability to the Employee, the Employee's Spouse or Plan Beneficiary to the extent of the corresponding pre-tax benefit otherwise payable under the Mondelēz Supplemental Plans.

(d) If lump sum benefit payments become due under the provisions of the Mondelēz Supplemental Plans and this Agreement on Distribution Dates occurring at different times, the Offset Amount calculated for the Assumed Grantor Trust at each relevant Distribution Date shall be fully applied, to the extent available, to offset the benefit payments that would otherwise be due in the order determined by Mondelēz.

(e) Notwithstanding any provisions of the Mondelēz Supplemental Plans or of any agreement with KFGI, or Mondelēz made prior to the date of this Agreement to the contrary, the Employee will not be entitled to designate any beneficiary to receive benefits under the Mondelēz Supplemental Plans following the death of the Employee other than the surviving spouse of the Employee, except that (i) the Employee, whether or not married, may designate a Beneficiary to receive his or her benefits attributable to any portion of a Mondelēz Supplemental Plan which provides a profit-sharing, thrift or other defined contribution benefit if the provisions of that plan allow such a designation (any such beneficiary being referred to herein as a "Plan Beneficiary") and (ii) certain persons may become entitled to benefits under the Supplemental Plans by reason of a domestic relations or other order binding on the Mondelēz Supplemental Plans. If any domestic relations or other order issued on or after the date of this Agreement requires payment of benefits under the Supplemental Plans to a person by virtue of such person having been the Employee's spouse or to any dependent of such person, the person to whom such benefits are required to be paid shall also be a Plan Beneficiary within the meaning of this subsection (e). Furthermore, if a person who is an Employee's Spouse under this subsection (e) ceases to be legally married to the Employee, he or she shall cease to be the Employee's Spouse hereunder and shall cease to have any right to benefits under the Mondelēz Supplemental Plans, other than any rights as a designated Plan Beneficiary under the defined contribution portion of a Mondelēz Supplemental Plan or by reason of a domestic relations order as provided above.

(f) If the Employee becomes disabled and, as a result, becomes entitled to long-term disability benefits that on the Employee's attaining a prescribed age are reduced by amounts paid as an annuity under the Mondelēz Supplemental Plans, then the reduction in such long-term disability benefits shall be computed by taking into account the annuity value of the pre-tax equivalent of the Offset Amount, as well as the annuity value of any remaining amounts payable under the Mondelēz Supplemental Plan after reduction by the Offset Amount, using the actuarial assumptions employed at the attainment of such prescribed age under the relevant Mondelēz Supplemental Plan to convert between single sum amounts and their annuity value equivalents.

(g) If there is outstanding at the date of this Agreement any domestic relations or other court order requiring KFGI or Mondelēz to make payment of assets under any Assumed Grantor Trust to a former spouse or dependent of the Employee, the payee of such assets shall not be an Employee's Spouse or Plan Beneficiary under this Agreement and such benefits shall

remain payable in the manner contemplated by such order. The Funding Payment contemplated by this Agreement shall be computed by excluding any amounts payable under the Assumed Grantor Trusts to any person other than the Employee pursuant to such order, and no portion of the Offset Amount shall reduce or otherwise affect the payment of amounts pursuant to such order.

1.3 If the Offset Amount at the Distribution Date, determined as provided in Section 1.2 and as otherwise provided below for purposes of this Section 1.3, is less than the After-Tax Benefit, the difference between the After-Tax Benefit and the Offset Amount shall be converted to a pre-tax amount (the "Additional Pre-Tax Benefit") based on the tax assumptions set forth in Exhibit A, and Mondelēz shall pay in the form of a lump sum payment an amount equal to the Additional Pre-Tax Benefit to the Employee, the Employee's Spouse or Plan Beneficiary from the general assets of the relevant participating employer in satisfaction of any remaining obligations of Mondelēz under the Mondelēz Supplemental Plans. If the Employee at any time enters into or has entered into a Grantor Trust Enrollment Agreement or Agreements with Mondelēz under the Grantor Trust Alternative or any other Cash Enrollment Agreement or Agreements, pursuant to which amounts are to be applied to and offset against amounts due under the Mondelēz Supplemental Plans, the Offset Amount for purposes of this Section 1.3 shall consist of the Offset Amount determined under Section 1.2 of this Agreement without regard to any such other agreements and the aggregate amount determined as an offset amount under the terms of each of such other agreements. The recipient will be responsible for taxes on any Additional Pre-Tax Benefit payable under this Section 1.3.

II. Tax Payments With Respect to Assumed Grantor Trust Earnings

2.1 For the period while the Employee remains actively employed by Mondelēz, Mondelēz may make payments to the Employee, the Employee's Spouse or Plan Beneficiary to cover federal, state, local and other applicable income taxes with respect to any earnings of the Assumed Grantor Trust established under Article I with respect to Pre-409A Benefits, and any income taxes as a result of Mondelēz's payment of the Employee's taxes under this Article II. The Employee, the Employee's Spouse or Plan Beneficiary, if any, direct Mondelēz (a) to deduct federal, state, local and other applicable income and employment taxes with respect to any such payment and to remit such taxes to the appropriate authorities and (b) to pay the remainder of such amount to the Employee (or, in the event of the Employee's death, to the Employee's Spouse) in cash. To the extent that Mondelēz does not make payments sufficient (using the tax assumptions set forth in Exhibit A) to pay such taxes, it shall be assumed in calculating the Offset Amount in Section 2.1(b) that assets have been distributed from the Assumed Grantor Trust to pay such taxes.

III. Termination

3.1 This Agreement shall terminate 30 days after all benefits due the Employee are paid from the Mondelēz Supplemental Plans.

3.2 Notwithstanding the above, during the lifetime of the Employee this Agreement may be terminated at any time by Mondelēz upon providing 30 days written notice to the Employee, or by the Employee upon providing 30 days written notice (or such lesser period as Mondelēz may prescribe) to Mondelēz. Any such termination shall operate on a prospective basis only and shall not operate to alter the application of the terms of this Agreement to Funding Payments Funding Payments already paid to the Employee.

IV. Miscellaneous

4.1 Nothing in this Agreement shall be construed to confer upon the Employee the right to continue in the employment of Mondelēz or to require Mondelēz to continue the employment of the Employee.

4.2 This Agreement shall be binding upon and inure to the benefit of KFGI, Mondelēz, their successors and assigns, the Employee, the Employee's Spouse, the Employee's Plan Beneficiary and their heirs, executors, other successors in interest, administrators and legal representatives.

4.3 The validity and interpretation of this Agreement shall be governed by the laws of the State of Illinois.

4.4 The Employee's Plan Beneficiary shall be the person or persons the Employee has designated to receive benefits following the Employee's death under any defined contribution portion of a Mondelēz Supplemental Plan or as otherwise provided in Section 1.2(e).

4.5 If no Employee's Spouse signs this Agreement, the Employee hereby certifies that he or she has no spouse as of the date of this Agreement.

4.6 It is understood and agreed that all rights and obligations arising out of this Agreement relating to any spouse, Plan Beneficiary or any other third parties are derived from the rights of the Employee under this Agreement and that all provisions of this Agreement relating to any such third parties are binding on such third parties the same as if they had expressly agreed thereto in writing.

4.7 This Agreement shall not be construed to enlarge the obligations of any participating employer under the terms of the Mondelēz Supplemental Plans.

IN WITNESS WHEREOF, the Employee, the Employee's Spouse and Mondelēz have caused this Agreement to be executed as of the day and year first above written.

Attest:

_____ _____

Signature of Employee

Attest:

_____ _____

Signature of Employee's Spouse

This Agreement is executed on behalf of Mondelēz Global LLC.

Attest: Mondelēz Global LLC

_____ By:_____

Attachment:

Exhibit A

EXHIBIT A

Employee's Name _____

Employee's SSN _____

Item 1:

Grantor's Date of Birth: , 19 .

Grantor's expected age of retirement and the mutual funds in which the Trustee currently proposes to invest the Trust Fund assets shall be determined as follows:

Assumed Retirement Age

Current Age	Expected Retirement Age*
Under age 55	Age 55 (earliest retirement age)
Age 55 or over	Current Age (retirement eligible)

Current Investment

Year of Birth	Fidelity Freedom Fund Investment
1975	Freedom 2030
1965 through 1974	Freedom 2020
1955 through 1964	Freedom 2010
1945 through 1954	Freedom 2000
1944 or earlier	Freedom Income

* This reflects a conservative investment assumption that the Grantor may wish to take early retirement at age 55 or, if already age 55, may wish to retire at any time.

Item 2: Tax Assumptions

Federal income tax rate: the highest marginal Federal income tax rate as adjusted for the Federal deduction of state and local taxes and the phase out of Federal deductions under current law (or as adjusted under any subsequently enacted similar provisions of the Code).

State income tax rate: the highest adjusted marginal state income tax rate based on the Employee's, Employee's Spouse's or Plan Beneficiary's state of residence.

Local income tax rate: the highest adjusted marginal local income tax rate based on the Employee, Employee's Spouse's or Plan Beneficiary's locality of residence.

Exceptions:

(1) While the Employee is actively employed by Mondelēz, the state and local tax rate assumptions used to determine the appropriate deduction from a Funding Payment for state and local taxes, and the appropriate amount of such taxes on Mondelēz payments to provide for the taxes due on earnings of the Trust, will generally be based on the Employee's work location rather than his residence. However, status as a non-resident will be taken into account.

(2) In the case of an Employee who is an expatriate actively employed by Mondelēz and subject to United States taxation for all tax purposes, income taxes shall generally be computed as follows. Expatriate taxes will be calculated assuming the highest marginal Federal income tax rate as adjusted for the Federal deduction of state and local taxes and the phase out of Federal deductions under current law (or as adjusted under any subsequently enacted similar provisions of the Code). The state and local tax rates will be based on your tax state of origin.

(3) For all periods on and after the Employee's retirement, death, disability or other termination of employment and before the Distribution Date, state and local tax rate assumptions will generally be based on the Employee's, Employee Spouse's or Plan Beneficiary's state and locality of residence at termination of employment. At the Distribution Date, state and local tax rate assumptions used in computing the After-Tax Benefit and the Additional Pre-Tax Benefit, if any, will be based on actual residence at the Distribution Date.

Capital Gains: the ordinary income or capital gains character of items of Assumed Grantor Trust investment income or deemed investment income shall be taken into account where relevant.

The above principles shall generally be applied in determining tax assumptions for the relevant purpose, but Mondelēz shall have the authority in its discretion to alter the assumptions made where deemed appropriate to take into account particular facts and circumstances.

Exhibit 10.13

AMENDED AND RESTATED EMPLOYEE GRANTOR TRUST ENROLLMENT AGREEMENT

This agreement ("Agreement") made the day of , 20 , between (the "Employee"), the person, if any, to whom the Employee is legally married (the "Employee's Spouse"), and Mondelēz Global LLC ("Mondelēz") is effective as of the Effective Date (as defined below). This Agreement provides for payments to or on behalf of the Employee, to be made by Mondelēz, in discharge of the obligations of Kraft Foods Group, Inc. (formerly known as Kraft Foods Global, Inc.) or its affiliates (together, "KFGI") under the Mondelēz Supplemental Plans (defined below) to the extent specified herein.

Introduction

KFGI previously established and maintained the Kraft Foods Group, Inc. Supplemental Benefits Plan I (formerly known as the Kraft Foods Global, Inc. Supplemental Benefits Plan I) and the Kraft Foods Group, Inc. Supplemental Benefits Plan II (formerly known as the Kraft Foods Global, Inc. Supplemental Benefits Plan II) ("KFGI Supplemental Plans") to be known as the Mondelēz Global LLC Supplemental Benefit Plan and the Mondelēz Global LLC Supplemental Benefits Plan II (such plans, as modified where relevant by the application of the provisions of this Agreement, the Prior Enrollment Agreement or the Original Enrollment Agreement (as defined below), being hereinafter referred to as the "Mondelēz Supplemental Plans").

Previously the Employee and the Employee's Spouse entered into one or more Employee Grantor Trust Enrollment Agreements with KFGI and with Altria Group, Inc. ("Altria") and various affiliates of Altria (the most recent of which is hereinafter referred to as the "Prior Enrollment Agreement" and its predecessor hereinafter referred to as the "Original Enrollment Agreement") providing for payments to or on behalf of the Employee by KFGI in discharge of its obligations under the KFGI Supplemental Plans, as well as obligations under supplemental plans maintained by Altria and its affiliates (such plans, as modified where relevant by the application of the provisions of the Original Enrollment Agreement, being hereinafter referred to as the "Altria Plans"). The Employee also previously entered into an agreement pursuant to which the account maintained pursuant to the Original Enrollment Agreement was split into two accounts, one of which reflects amounts to be offset against benefits otherwise payable under the Altria Plans and the other of which reflects amounts to be offset against benefits otherwise payable under the KFGI Supplemental Plans (the "Bifurcation Agreement"). In connection with Altria's spin-off of KFGI, the parties acknowledged that the Original Enrollment Agreement only applied to those benefits accrued under the Altria Plans and the Prior Enrollment Agreement only applied to those benefits accrued under the Supplemental Plans.

Kraft Foods Inc. ("KFI"), parent company to KFGI, has announced that it intends to distribute to its shareholders all shares of Kraft Foods Group, Inc. The date that the shares of Kraft Foods Group, Inc. are distributed to shareholders of KFI (the "Spin Date" and also the "Effective Date" of this Agreement), KFI will change its name to Mondelēz International, Inc. Mondelēz, a subsidiary of Mondelēz International, Inc., will sponsor each employee benefit plan for U.S. employees of Mondelēz and its affiliates.

Pursuant to the Employee Matters Agreement entered into between KFI and KFGI in connection with the distribution of shares, effective as of the Spin Date, Mondelēz is required to establish one or more nonqualified employee benefit plans to assume the liabilities of all benefits accrued or earned as of the Spin Date under a KFGI-sponsored nonqualified employee benefit plan by each KFGI employee to be transferred to Mondelēz as of the Spin Date.

The parties now wish (1) to acknowledge that, as of the Effective Date, the obligations under the Prior Enrollment Agreement, the Original Enrollment Agreement and the Bifurcation Agreement run solely among the Employee, the Employee's Spouse and Mondelēz, and (2) to enter into this Agreement, which restates and supercedes the Prior Enrollment Agreement, the Original Enrollment Agreement and the Bifurcation Agreement.

In consideration of their mutual undertakings, Mondelēz, the Employee, and the Employee's Spouse agree as follows:

I. Establishment and Maintenance of Grantor Trust

1.1 The Employee agrees to establish and maintain a grantor trust (the "Trust") in the form attached hereto as Exhibit A for the purpose of receiving and holding the cash deposits made pursuant to this Agreement and any interest or other earnings on the outstanding balances in the Trust.

1.2 The Employee and the Employee's Spouse, if any, agree that they will not directly contribute any additional funds to the Trust. The Employee and the Employee's Spouse also understand that assets held in the Trust will be available for distribution or withdrawal only (a) after the Employee's retirement, death or other termination of employment with Mondelēz (which may include termination by reason of long-term disability), (b) in certain circumstances where there has been a transfer of the Employee's employment with Mondelēz to a foreign jurisdiction resulting in a termination of the Trust, (c) in other limited circumstances permitted under the Employee Grantor Trust Agreement (Exhibit A), and (d) to the extent that Trust withdrawals are necessary to pay taxes on Trust earnings or cash deposits.

1.3 The Employee and the Employee's Spouse, if any, understand that, under the terms of the Employee Grantor Trust Agreement, the Trustee intends to exercise its investment discretion in a manner consistent with the purpose of the Trust specified in Section I.(3) of the Trust Agreement and acknowledge that they have been informed that the Trustee currently intends to invest the Trust assets in one or more of the Fidelity Freedom Funds in the manner set forth in Item 3 of Schedule A of the Employee Grantor Trust Agreement attached as Exhibit A, but that the Trustee retains discretion to change the assets in which the Trust will be invested.

II. Payments to Trust

2.1 The Employee and the Employee's Spouse understand that from time to time Mondelēz may determine in its discretion that it is appropriate to make available to the Employee additional funding payments. Unless the Employee terminates this Agreement pursuant to Section 7.2 prior to the time such additional funding payments are to be paid into the Trust, the Employee directs Mondelēz (a) to deduct federal, state, local and other applicable income taxes (but excluding any applicable federal employment taxes) from the funding payment, using the tax assumptions set forth on Exhibit B, and remit such taxes to the appropriate authorities; and (b) to pay the remainder of the funding payment into the Trust in cash. If the Employee is an expatriate subject to United States taxation, the deduction for income taxes will be computed in accordance with the tax assumptions specifically applicable to expatriates set forth in Exhibit B.

III. Distributions from Trust, Benefit Payments

3.1 The Employee and the Employee's Spouse, if any, agree that any amounts made available from the Trust, adjusted as provided below to account for time elapsed between the date assets are made available from the Trust and the date benefits are payable from the Mondelēz Supplemental Plans and adjusted for amounts distributed to pay taxes on Trust earnings or administrative expenses of the Trust, shall offset the benefits otherwise payable to either of them or to any Plan Beneficiary under the Mondelēz Supplemental Plans. To effect the implementation of this provision, the Employee and the Employee's Spouse, if any, agree specifically as follows:

(a) Notwithstanding any provision of the Mondelēz Supplemental Plans, or of any agreement with Altria, KFGI, or Mondelēz made prior to the date of this Agreement, allowing or requiring payment of benefits in another form, and except as otherwise provided in Section 3.1(j), all benefits payable to the Employee or the Employee's Spouse or Plan Beneficiary under each of the Mondelēz Supplemental Plans shall be paid only in the form of a single lump sum payment (calculated using the actuarial assumptions employed under the relevant Mondelēz Supplemental Plan), and such payment shall be made at the time benefits otherwise become payable to the Employee, the Employee's Spouse or Plan Beneficiary under the provisions of the Mondelēz Supplemental Plans (the "Distribution Date"). If the Employee, the Employee's Spouse or Plan Beneficiary becomes entitled to a benefit under the Mondelēz Supplemental Plans that is not payable in the form of a lump sum under the relevant provisions of such plans, before amendment by the Original Enrollment Agreement, such benefit shall be converted to and shall be payable as a lump sum, notwithstanding any contrary provisions of such plans, based on the actuarial equivalence conversion factors set forth in Sections 8.5 and Appendix B, III, of the Mondelēz Global LLC Retirement Plan Part A.

(b) All benefits that would otherwise be payable with respect to a Mondelēz Supplemental Plan on the Distribution Date shall be offset by an amount determined with reference to the fair market value of the assets made available for distribution from the Trust on the date such assets are made available following retirement, death, disability, other termination of employment or any other event described in Section 1.2 of this Agreement or in the Trust Agreement resulting in making such funds available for distribution (the "Availability Date"). For this purpose, (1) Trust assets shall be treated as made available as of the earlier of (i) the actual date on which the Trust terminates as determined under Section I.(7) of the Employee Grantor Trust Agreement attached as Exhibit A hereto or (ii) the date on which Mondelēz and its designees cease to serve as Administrator of the Trust and (2) fair market value shall be determined as of the close of the business day of the Trustee immediately preceding the Availability Date. In any case where the Availability Date occurs after the Distribution Date or is coincident with or precedes the Distribution Date of Mondelēz Supplemental Plan benefits by less than 30 days, the offset will occur as of the Distribution Date, without any further adjustment, based on the fair market value of the Trust assets made available as of the Availability Date. However, where the Availability Date precedes the relevant Distribution Date by 30 or more calendar days the offset will not occur until the relevant Distribution Date and the Trust assets available as of the Availability Date will be adjusted as provided in subsection (d) to reflect their assumed fair market value as of the Distribution Date. The actual or assumed fair market value of the assets on the relevant date is hereinafter referred to as the "Offset Amount."

(c) For purposes of calculating the Mondelēz Supplemental Plan benefits to be offset, the amount otherwise payable under the Mondelēz Supplemental Plans at the relevant Distribution Date to the Employee, the Employee's Spouse or Plan Beneficiary will be converted to an after-tax amount (the "After-Tax Benefit") using the tax assumptions set forth in Exhibit B; and the Offset Amount, as determined herein, shall offset the amount of the After-Tax Benefit and shall discharge Mondelēz's liability to the Employee, the Employee's Spouse or Plan Beneficiary to the extent of the corresponding pre-tax benefit otherwise payable under the Mondelēz Supplemental Plans.

(d) If the Employee terminates employment for any reason or any other event occurs which makes the funds in the Trust available for distribution on an Availability Date, or if Mondelēz ceases to serve as "Administrator" under Article V below, 30 or more calendar days before the Distribution Date on which a lump sum distribution is to be made under the Mondelēz Supplemental Plans and this Agreement, then the Offset Amount on such Distribution Date shall be determined as follows:

(1) It shall be assumed that the fair market value of the assets of the Trust on the Availability Date resulting from such event (or on the date Mondelēz ceases to serve as Administrator, if earlier) continued to be invested by the Trustee until the Distribution Date in the same manner in which the Trustee invests the assets held in such a Trust established by a similarly situated employee of Mondelēz (a "Similarly Situated Trust"), and if at any time the Trustee reinvests the assets of such a Similarly Situated Trust it shall be assumed that the assets attributable to the Employee have been reinvested in the same manner. If at any time there is no Similarly Situated Trust but the Trustee is investing the assets of other Trusts in the manner set forth in Item 3 of Schedule A of the Employee Grantor Trust Agreement attached as Exhibit A (or in any other manner permitting objective determination how the Trustee would invest the assets of a Similarly Situated Trust), it shall be assumed for this purpose that the assets attributable to the Employee have been invested in the same manner.

(2) It shall be further assumed that federal, state and local income taxes on the resulting deemed investment income (calculated using the tax assumptions set forth in Exhibit B) have been paid from the assets of the deemed Trust.

(3) The amount so determined as the fair market value of the deemed Trust assets as of the Distribution Date, as determined using the assumptions in this subsection (d), shall be the Offset Amount, which shall be offset against the benefits otherwise payable under the Mondelēz Supplemental Plans on the Distribution Date, in the manner provided in subsection (c) above.

(4) For any periods during which there is no Similarly Situated Trust and the manner in which such assets would be invested cannot be determined by reference to Item 3 of Schedule A of Exhibit A or as otherwise provided in paragraph (1) of this subsection (d), then paragraph (1) shall be applied by crediting interest at the average annual interest rate provided by the Internal Revenue Code of 1986, as amended ("Code") section 417(e)(3) for the month of December preceding the first year in which such determination cannot be made and for each successive December during the period for which the calculation is being performed.

(e) All amounts held in the Trust as of the Availability Date (and any adjustments to such amounts) shall be applied in the manner provided above to offset the lump sum payment due from the Mondelēz Supplemental Plans on a Distribution Date, whether or not the Employee or the Employee's Spouse or Plan Beneficiary chooses to take an actual distribution of such amounts from the Trust on such date or enters into a new trust agreement with Fidelity Personal Trust Company, FSB, or any other trustee with regard to some or all of the Trust assets.

(f) If lump sum benefit payments become due under the provisions of the Mondelēz Supplemental Plans and this Agreement on Distribution Dates occurring at different times, the Trust assets available or deemed available shall be fully applied, to the extent of the Offset Amount at the relevant Distribution Date, to offset the benefit payments that would otherwise be due in the order determined by Mondelēz.

(g) Notwithstanding any provisions of the Mondelēz Supplemental Plans or of any agreement with Altria, KFGI, or Mondelēz made prior to the date of this Agreement to the contrary, the Employee will not be entitled to designate any beneficiary to receive benefits under the Mondelēz Supplemental Plans following the death of the Employee other than the surviving spouse of the Employee, except that (i) the Employee, whether or not married, may designate a beneficiary to receive his or her benefits attributable to any portion of a Mondelēz Supplemental Plan which provides a profit-sharing, thrift or other defined contribution benefit if the provisions of that plan allow such a designation (any such beneficiary being referred to herein as the "Plan Beneficiary") and (ii) certain persons may become a Plan Beneficiary pursuant to Section 6.1. If a person who is an Employee's Spouse under this Section 3.1(g) ceases to be legally married to the Employee, he or she shall cease to be the Employee's Spouse hereunder and shall cease to have any right to benefits under the Mondelēz Supplemental Plans other than any rights as a designated Plan Beneficiary under the defined contribution portion of a Mondelēz Supplemental Plan or as provided in Section 6.1.

(h) All amounts in the Trust at an Availability Date that results from the death of the Employee shall be paid to the Employee's Spouse, except to the extent that the Employee has designated another Plan Beneficiary to receive the benefits provided under any defined contribution portion of a Mondelēz Supplemental Plan and except to the extent amounts in the Trust are otherwise payable under any court order binding on the Mondelēz Supplemental Plans or on the Trustee to a person other than the Employee's Spouse. In the case of an Employee who has no spouse on the Availability Date resulting from the Employee's death, and subject to the same exceptions as are noted in the immediately preceding sentence, all amounts then held in the Trust as well as any additional benefits that become payable under the Mondelēz Supplemental Plans on a contemporaneous or subsequent Distribution Date shall be paid to the

persons named as beneficiaries of “Residual Assets” of the Trust in the “Beneficiary Designation” executed by the Employee in connection with his or her Employee Grantor Trust Agreement or, in the absence of effective designations, to the Employee’s estate.

(i) If the Employee becomes disabled and, as a result, becomes entitled to long-term disability benefits that on the Employee’s attaining a prescribed age are reduced by amounts paid as an annuity under the Mondelēz Supplemental Plans, then the reduction in such long-term disability benefits shall be computed by taking into account the annuity value of the pre-tax equivalent of the Offset Amount, as well as the annuity value of any remaining amounts payable under the Mondelēz Supplemental Plans after reduction by the Offset Amount, using the actuarial assumptions employed at the attainment of such prescribed age under the relevant Mondelēz Supplemental Plans to convert between single sum amounts and their annuity value equivalents.

(j) If there is outstanding at the date of this Agreement any domestic relations or other court order requiring KFGI (or Mondelēz) to make payment of benefits under any Mondelēz Supplemental Plan to a former spouse or dependent of the Employee, the payee of such benefits shall not be an Employee’s Spouse or Plan Beneficiary under this Agreement and such benefits shall remain payable in the manner contemplated by such order. The Funding Payment contemplated by this Agreement shall be computed by excluding any benefits payable under the Mondelēz Supplemental Plans to any person other than the Employee pursuant to such an order, and no portion of the Offset Amount shall reduce or otherwise affect the payment of benefits pursuant to such order.

3.2 If the Offset Amount at the Distribution Date, determined as provided in Section 3.1 above and as otherwise provided below for purposes of this Section 3.2, is less than the After-Tax Benefit, the difference between the After-Tax Benefit and the Offset Amount shall be converted to a pre-tax amount (the “Additional Pre-Tax Benefit”) based on the tax assumptions set forth in Exhibit B, and Mondelēz shall pay in the form of a lump sum payment an amount equal to the Additional Pre-Tax Benefit to the Employee, the Employee’s Spouse or Plan Beneficiary from the general assets of the relevant participating employer in satisfaction of any remaining obligations of Mondelēz under the Mondelēz Supplemental Plans. If the Employee at any time enters into or has entered into a Cash Enrollment Agreement or Agreements with Mondelēz or any other Grantor Trust Enrollment Agreement, pursuant to which amounts are to be applied to and offset against amounts due under the Mondelēz Supplemental Plans, the Offset Amount for purposes of this Section 3.2 shall consist of the Offset Amount determined under Section 3.1 of this Agreement without regard to any such other agreements and the aggregate amount determined as an offset amount under the terms of each of such other agreements. The recipient will be responsible for taxes on any Additional Pre-Tax Benefit payable under this Section 3.2.

3.3 If at the Availability Date the Employee (or in the event of the Employee's death, the Employee's Spouse or Plan Beneficiary) wishes to withdraw the Trust assets in cash he or she may direct the Trustee in writing to liquidate the Trust assets and distribute the proceeds on the Availability Date. In the absence of such written direction, the assets in the Trust on the Availability Date shall be distributed to the Employee, the Employee's Spouse or Plan Beneficiary, as relevant, in kind to the extent feasible and otherwise in cash, except to the extent any new trust agreement entered into between the Employee (or the Employee's Spouse or Plan Beneficiary) and Fidelity Personal Trust Company, FSB, as contemplated by Section I.(7) of the Grantor Trust Agreement otherwise provides.

3.4 Under no circumstances whatsoever shall Mondelēz or the Administrator have any interest in, or be entitled to receive, any of the Trust assets. Notwithstanding any provision of this Agreement, to the extent that any such assets are recovered by Mondelēz (or any trustee, creditor or other representative of Mondelēz or its estate) the Offset Amount will be calculated as if such assets had not been deposited in the Trust.

IV. Tax Payments With Respect to Trust Earnings

4.1 For the period while the Employee remains actively employed by Mondelēz, Mondelēz may make payments to the Employee or the Employee's Spouse or Plan Beneficiary to cover federal, state, local and other applicable income taxes with respect to any earnings of the Trust with respect to benefits which accrued prior to, and are not subject to, section 409A of the Code ("Pre-409A Benefits"), and any income taxes as a result of Mondelēz's payment of the Employee's taxes under this Article IV. The Employee, the Employee's Spouse or Plan Beneficiary, if any, direct Mondelēz (a) to deduct federal, state, local and other applicable income and employment taxes with respect to any such payment and to remit such taxes to the appropriate authorities and (b) to pay the remainder of such amount to the Employee (or, in the event of the Employee's death, to the Employee's Spouse or Plan Beneficiary) in cash. To the extent that Mondelēz does not make payments sufficient (using the tax assumptions set forth in Exhibit B) to pay such taxes, Trust assets will be distributed to provide any additional amounts required for such purpose.

V. Appointment of Mondelēz as Agent

5.1 The Employee appoints Mondelēz and such persons as may be designated to act on behalf of Mondelēz as his or her duly authorized agent for the following purposes: (a) providing, in accordance with the duties of the "Administrator" as set forth in the form of Trust Agreement attached as Exhibit A, information and direction to the trustee of the Trust; (b) removing the trustee and appointing a successor trustee of the Trust; (c) examining the books and records of the Trust; (d) amending the Trust as to ministerial matters (and as to other matters, with the consent of the Employee); and (e) terminating the Trust.

5.2 The Employee's appointment of Mondelēz as his or her agent is based on the Employee's special trust and confidence in Mondelēz and its management. In the event of a Change of Control (as defined in Section 9.5) of Mondelēz, the Employee (or, if applicable, the Employee's Spouse or Beneficiaries under the Trust Agreement) may remove Mondelēz (or its

successor) and any designee of Mondelēz as the duly authorized agent for purposes of carrying out the actions set forth in Section 5.1 by delivering to both Mondelēz (or its successor) and the trustee of the Trust, within any period of two days, written notice of such removal. The trustee shall not be required to verify that there has been a Change of Control and shall be entitled to rely upon the Employee's notice of removal unless Mondelēz provides to the trustee (within 10 days following the trustee's receipt of the notice of removal from the Employee) written notice certifying that no Change of Control has occurred. From and after the date on which Mondelēz (or its successor) ceases to serve as the duly authorized agent, the offsets against Mondelēz's obligations to the Employee and the Employee's Spouse under the Mondelēz Supplemental Plans shall be determined in the manner set forth in Section 3.1(d) and by assuming that amounts are available for distribution from the Trust at the proper times and in the proper amounts.

5.3 Mondelēz shall cease to be the Employee's agent upon termination of the Trust for any reason provided in the Trust Agreement set forth in Exhibit A or upon removal of Mondelēz as Administrator following a Change of Control as provided in Section 5.2 above.

VI. Assignment and Attachment of Trust Assets

6.1 The Employee and the Employee's Spouse understand and agree that they may not receive any amounts from the Trust at any time earlier than the Availability Date. Thus, should any amounts under the Trust be assigned to the Employee's Spouse or any other party pursuant to a domestic relations order or otherwise, the Employee's Spouse agrees that such amounts shall not be payable under such order until the Availability Date. The Employee and the Employee's Spouse understand and agree that should any amount under the Trust be assigned to the Employee's Spouse under any such domestic relations order or otherwise, an Offset Amount shall be calculated with respect to such amount in the manner set forth in Section 3.1(d) as if the amount so assigned had remained in the Trust, accumulated earnings, and been distributed at the proper time. The Employee and the Employee's Spouse agree that the Offset Amount so calculated shall be offset against a like amount of After-Tax Benefit payable under the Mondelēz Supplemental Plans at the Distribution Date and shall discharge Mondelēz's liability to the Employee, the Employee's Spouse and Plan Beneficiary to the extent of the corresponding pre-tax benefit otherwise payable to the Employee, the Employee's Spouse or Plan Beneficiary under the Mondelēz Supplemental Plans, as provided in Section 3.1. If any domestic relations or other order issued on or after the date of this Agreement requires payment of benefits under the Mondelēz Supplemental Plans to a person by virtue of such person having been the Employee's spouse or to any dependent of such person, the person to whom such benefits are required to be paid shall be a Plan Beneficiary within the meaning of Sections 3.1(g) and (h). If the Employee or the Employee's Spouse resides in a community property state, the Employee and the Employee's Spouse understand and agree that all amounts held in the Trust shall be treated as the Employee's separate property to the extent permitted by applicable law.

6.2 The Employee and the Employee's Spouse understand and agree that in the event all or a portion of the funds in the Trust are attached by court order or other legal process or are otherwise alienated to third parties, or if amounts are otherwise distributed from the Trust for any reason (other than for the payment of administrative expenses of the Trust) not described in Sections 3.1 or 4.1, the Offset Amount will be calculated as if the amount so alienated or

distributed remained in the Trust, had been invested in the same manner as amounts that actually remain in the Trust, was available for distribution at the proper time, and was or is to be offset against benefits otherwise payable from the Mondelēz Supplemental Plans at the appropriate Distribution Date, in the manner specified in Section 3.1. To the extent that for any calendar year or portion thereof no assets remain in the Trust, the amounts so alienated or distributed shall be deemed to have been invested as provided in Section 3.1(d). The Employee and the Employee's Spouse agree that the Offset Amount shall be offset against a corresponding amount of After-Tax Benefit, and shall discharge Mondelēz's liability to the Employee, the Employee's Spouse or Plan Beneficiary to the extent of the corresponding pre-tax benefit otherwise payable under the Mondelēz Supplemental Plans.

VII. Termination

7.1 This Agreement shall terminate 30 days after the date all benefits due the Employee are paid from the Mondelēz Supplemental Plans.

7.2 Notwithstanding the above, during the lifetime of the Employee, this Agreement may be terminated at any time by Mondelēz upon providing 30 days written notice to the Employee, or by the Employee providing 30 days written notice (or such lesser period as Mondelēz may prescribe) to Mondelēz. Any such termination shall operate on a prospective basis only and shall not operate to release the funds already in the Trust or to otherwise alter the application of the terms of this Agreement to such funds.

VIII. Clarifications Regarding Original Enrollment Agreement

8.1 The Original Enrollment Agreement shall be interpreted and administered in accordance with the provisions of this Article VIII.

8.2 All references to "the Company" shall mean only Altria and its affiliates.

8.3 All references to "Supplemental Plans" shall mean only the Altria Plans.

IX. Clarifications Regarding Prior Enrollment Agreement

9.1 The Original Enrollment Agreement shall be interpreted and administered in accordance with the provisions of this Article IX.

9.2 All references to "the Company" shall mean only KFGI.

9.3 All references to "Supplemental Plans" shall mean only the KFGI Plans.

X. Miscellaneous

10.1 Nothing in this Agreement shall be construed to confer upon the Employee the right to continue in the employment of Mondelēz, or to require Mondelēz to continue the employment of the Employee.

10.2 This Agreement shall be binding upon and inure to the benefit of KFGI, Mondelēz, their successors and assigns, the Employee, the Employee's Spouse, the Employee's Plan Beneficiary and the Employee's Beneficiary(ies) under the Trust Agreement, and their heirs, executors, other successors in interest, administrators, and legal representatives.

10.3 The validity and interpretation of this Agreement shall be governed by the laws of the State of Illinois.

10.4 The Employee's Plan Beneficiary shall be the person or persons the Employee has designated to receive benefits following the Employee's death under any defined contribution portion of a Mondelēz Supplemental Plan or as otherwise provided in Sections 3.1(g) or 6.1, and the Employee's Beneficiary(ies) with respect to the Trust shall be determined in accordance with the terms of the trust agreement pursuant to which the Trust is maintained.

10.5 Change of Control . For the purpose of this Agreement, a "Change of Control" shall mean the occurrence of any of the following events:

(a) Acquisition of 20% or more of the outstanding voting securities of Mondelēz by another entity or group; excluding, however, the following:

(1) any acquisition by Mondelēz or any of its Affiliates;

(2) any acquisition by an employee benefit plan or related trust sponsored or maintained by Mondelēz or any of its Affiliates; or

(3) any acquisition pursuant to a merger or consolidation described in clause (c) of this definition.

(b) During any consecutive 24 month period, persons who constitute the Board at the beginning of such period cease to constitute at least 50% of the Board; provided that each new Board member who is approved by a majority of the directors who began such 24 month period shall be deemed to have been a member of the Board at the beginning of such 24 month period;

(c) The consummation of a merger or consolidation of Mondelēz with another Mondelēz, and Mondelēz is not the surviving company; or, if after such transaction, the other entity owns, directly or indirectly, 50% or more of the outstanding voting securities of Mondelēz; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of Mondelēz immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity resulting from such transaction

(including, without limitation, an entity which as a result of such transaction owns Mondelēz either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of Mondelēz; or

(d) The consummation of a plan of complete liquidation of Mondelēz or the sale or disposition of all or substantially all of Mondelēz's assets, other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of Mondelēz immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring Mondelēz's assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of Mondelēz.

10.6 If no Employee's Spouse signs this Agreement, the Employee hereby certifies that he or she has no spouse as of the date of this Agreement.

10.7 It is understood and agreed that all rights and obligations arising out of this Agreement relating to any spouse, Plan Beneficiary, Trust Beneficiary(ies) under the Trust Agreement or any other third parties are derived from the rights of the Employee under this Agreement and that all provisions of this Agreement relating to any such third parties are to be construed as binding on such third parties as if they had expressly agreed in writing to such provisions.

10.8 This Agreement shall not be construed to enlarge the obligations of any participating employer under the terms of the Mondelēz Supplemental Plans.

IN WITNESS WHEREOF, the Employee, the Employee's Spouse, and Mondelēz have caused this Agreement to be executed as of the day and year first above written.

Attest:

_____ _____

Signature of Employee

Attest:

_____ _____

Signature of Employee's Spouse

This Agreement is executed on behalf of Mondelēz Global LLC.

Attest: Mondelēz Global LLC

_____ By:_____

Attachments:

Exhibit A: Employee Grantor Trust Agreement
Exhibit B: Tax Assumptions

EXHIBIT B: Tax Assumptions

Federal income tax rate: the highest marginal Federal income tax rate as adjusted for the Federal deduction of state and local taxes and the phase out of Federal deductions under current law (or as adjusted under any subsequently enacted similar provisions of the Code).

State income tax rate: the highest adjusted marginal state income tax rate based on the Employee's, Employee's Spouse's or Plan Beneficiary's state of residence.

Local income tax rate: the highest adjusted marginal local income tax rate based on the Employee, Employee's Spouse's or Plan Beneficiary's locality of residence.

Exceptions:

(1) While the Employee is actively employed by Mondelēz, the state and local tax rate assumptions used to determine the appropriate deduction from a Funding Payment for state and local taxes, and the appropriate amount of such taxes on Mondelēz payments to provide for the taxes due on earnings of the Trust, will generally be based on the Employee's work location rather than his residence. However, status as a non-resident will be taken into account.

(2) In the case of an Employee who is an expatriate actively employed by Mondelēz and subject to United States taxation for all tax purposes, income taxes shall generally be computed as follows. Expatriate taxes will be calculated assuming the highest marginal Federal income tax rate as adjusted for the Federal deduction of state and local taxes and the phase out of Federal deductions under current law (or as adjusted under any subsequently enacted similar provisions of the Internal Revenue Code). For expatriates, the state and local tax rates will be based on your tax state of origin.

(3) For all periods on and after the Availability Date and before the Distribution Date, state and local tax rate assumptions will generally be based on the Employee's, Employee Spouse's or Plan Beneficiary's state and locality of residence at the Availability Date. At the Distribution Date, state and local tax rate assumptions used in computing the After-Tax Benefit and the Additional Pre-Tax Benefit, if any, will generally be based on actual residence at the Distribution Date.

Capital gains: the ordinary income or capital gains character of items of Trust investment income or deemed investment income shall be taken into account where relevant.

The above principles shall generally be applied in determining tax assumptions for the relevant purpose, but Mondelēz shall have the authority in its discretion to alter the assumptions made where deemed appropriate to take into account particular facts and circumstances.

Exhibit 10.14

MONDELĒZ INTERNATIONAL, INC.

AMENDED AND RESTATED 2006 STOCK COMPENSATION PLAN FOR NON-EMPLOYEE DIRECTORS (Amended and Restated Effective as of October 1, 2012)

Section 1. Purpose; Definitions.

The purposes of the Plan are (i) to assist the Company in promoting a greater identity of interest between the Company's Non-Employee Directors and the Company's stockholders; and (ii) to assist the Company in attracting and retaining Non-Employee Directors by affording them an opportunity to share in the future successes of the Company.

For purposes of the Plan, the following terms are defined as set forth below:

(a) "Award" means the grant under the Plan (or, to the extent relevant, under any Prior Director Plan) of Common Stock, Restricted Stock, Deferred Stock, Stock Options, or Other Stock-Based Awards.

(b) "Board" means the Board of Directors of the Company.

(c) "Committee" means the Human Resources and Compensation Committee of the Board or a subcommittee thereof, any successor thereto or such other committee or subcommittee as may be designated by the Board to administer the Plan.

(d) "Common Stock" or "Stock" means Class A Common Stock of the Company.

(e) "Company" means Mondelēz International, Inc., a corporation organized under the laws of the Commonwealth of Virginia, or any successor thereto.

(f) "Deferred Stock" means an unfunded obligation of the Company, represented by an entry on the books and records of the Company, to issue one share of Common Stock on the date of distribution.

(g) "Deferred Stock Account" means the unfunded deferred compensation account established by the Company with respect to each participant who elects to participate in the Deferred Stock Program in accordance with Section 7 of the Plan.

(h) "Deferred Stock Program" means the provisions of Section 7 of the Plan that permit participants to defer all or part of any Award of Stock pursuant to Section 5(a) of the Plan.

(i) "Fair Market Value" means, as of any given date, the average between the highest and lowest reported sales prices of the Common Stock on the NASDAQ Global Select Market or, if no such sale of Common Stock is reported on such date, the fair market value of the Stock as determined by the Committee in good faith; provided, however, that the Committee may in its discretion designate (i) the Last Sale Price of the Common Stock on the NASDAQ Global Select Market on a given date as Fair Market Value as of such date for any purpose under the Plan and/or (ii) the actual sales price as Fair Market Value in the case of dispositions of Common Stock under the Plan. In the case of Stock Options or similar Other Stock-Based Awards, for purposes of Section 5(a), Fair Market Value means, as of any given date, the Black-Scholes or similar value determined based on the assumptions used for purposes of the Company's most recent financial reporting.

(j) "Non-Employee Director" means each member of the Board who is not a full-time employee of the Company or of any corporation or other entity in which the Company owns, directly or indirectly, stock or similar interests possessing at least 50% of the total combined voting power of all classes of stock or similar interests entitled to vote in the election of directors in such corporation or other entity.

(k) “Other Stock-Based Award” means an Award, other than Restricted Stock, a Stock Option or Deferred Stock, that is denominated in, valued in whole or in part by reference to, or otherwise based on or related to, Common Stock.

(l) “Restricted Stock” means an Award of Common Stock that is subject to forfeiture in the event that the Non-Employee Director ceases to serve as a Director of the Company prior to the end of the stated restriction period unless he ceases to serve in such capacity as a result of his death or disability.

(m) “Plan” means this Amended and Restated 2006 Stock Compensation Plan for Non-Employee Directors, as amended from time to time.

(n) “Plan Year” means the period commencing at the opening of business on the day on which the Company’s annual meeting of stockholders is held and ending on the day immediately preceding the day on which the Company’s next annual meeting of stockholders is held.

(o) “Prior Director Plan” shall mean the Company’s 2001 Stock Compensation Plan for Non-Employee Directors, and any subplans thereof.

(p) “Stock Option” means a right granted to a Non-Employee Director to purchase a share of Stock at a price equal to the Fair Market Value on the date of grant. Any Stock Options granted pursuant to the Plan shall be nonqualified stock options.

Section 2. Administration.

The Plan shall be administered by the Committee, which shall have the power to interpret the Plan and to adopt such rules and guidelines for carrying out the Plan and appoint such delegates as it may deem appropriate. The Committee shall have the authority to adopt such modifications, procedures and subplans as may be necessary or desirable to comply with the laws, regulations, compensation practices and tax and accounting principles of the countries in which Non-Employee Directors reside or are citizens of and to meet the objectives of the Plan.

Any determination made by the Committee in accordance with the provisions of the Plan with respect to any Award shall be made in the sole discretion of the Committee, and all decisions made by the Committee pursuant to the provisions of the Plan shall be final and binding on all persons, including the Company and Plan participants.

Section 3. Eligibility.

Only Non-Employee Directors shall be granted Awards under the Plan.

Section 4. Common Stock Subject to the Plan.

(a) Common Stock Available.

The total number of shares of Common Stock reserved and available for distribution pursuant to the Plan shall be 1,000,000. If any Stock Option or Other Stock-Based Award is forfeited or expires without the delivery of Common Stock to a participant, the shares subject to such Award shall again be available for distribution in connection with Awards under the Plan. If stock appreciation rights or Other Stock-Based Awards are exercised, the full number of shares of Common Stock with respect to which the Award is measured will nonetheless be deemed distributed for purposes of determining the maximum number of shares remaining available for delivery under the Plan. Similarly, shares of Common Stock that are used by a participant as full or partial payment of withholding or other taxes or as payment for the exercise price of an Award shall not be made available for future distribution in connection with Awards under the Plan.

(b) Adjustments for Certain Corporate Transactions.

In the event of any merger, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after adoption of the Plan by the Board, the Committee shall make such adjustments or substitutions with respect to the Plan and any Prior Director Plan and to Awards granted thereunder as it deems appropriate to reflect the occurrence of such event, including, but not limited to, adjustments (A) to the aggregate number and kind of securities reserved for issuance under the Plan, (B) to the Award amounts set forth in Section 5(a), and (C) to the number and kind of securities subject to outstanding Awards and, if applicable, to the grant or exercise price of outstanding Awards. In connection with any such event, the Committee is also authorized to provide for the payment of any outstanding Awards in cash, including, but not limited to, payment of cash in lieu of any fractional Awards, provided that any such payment shall comply with the requirements of Internal Revenue Code section 409A.

(c) Change in Control Provisions.

(i) Impact of Event. Notwithstanding any other provision of the Plan to the contrary, in the event of a Change in Control (as defined below in 4(c)(ii)):

(A) If and to the extent that outstanding Awards under the Plan (1) are assumed by the successor corporation (or affiliate thereto) or (2) are replaced with equity awards that preserve the existing value of the Awards at the time of the Change in Control and provide for subsequent payout in accordance with a vesting schedule that are the same or more favorable to the Non-Employee Directors than the vesting schedule applicable to the Awards, then all such Awards or such substitutes thereof shall remain outstanding and be governed by their respective terms and the provisions of the Plan subject to Section 4(c)(i)(D) below.

(B) If and to the extent that outstanding Awards under the Plan are not assumed or replaced in accordance with Section 4(c)(i)(A) above, then upon the Change in Control the following treatment (referred to as “Change in Control Treatment”) shall apply to such Awards: all outstanding Awards shall immediately vest in full and, with respect to Stock Options or similar Other Stock-Based Awards, become immediately exercisable in full.

(C) If and to the extent that outstanding Awards under the Plan are not assumed or replaced in accordance with Section 4(c)(i)(A) above, then in connection with the application of the Change in Control Treatment set forth in Section 4(c)(i)(B) above, the Board may, in its sole discretion, provide for cancellation of such outstanding Awards at the time of the Change in Control in which case a payment of cash, property or a combination thereof shall be made to each such Non-Employee Director upon the consummation of the Change in Control that is determined by the Board in its sole discretion and that is at least equal to the excess (if any) of the value of the consideration that would be received in such Change in Control by the holders of the securities of the Company relating to such Awards over the exercise or purchase price (if any) for such Awards.

(D) If and to the extent that (1) outstanding Awards are assumed or replaced in accordance with Section 4(c)(i)(A) above and (2) a Non-Employee Director’s service as a member of the Board ceases for any reason within the one-year period commencing on the Change in Control, then, as of the date of such Non-Employee Director’s cessation, the Change in Control Treatment set forth in Section 4(c)(i)(B) above shall apply to all assumed or replaced Awards of such Non-Employee Director then outstanding.

(E) Outstanding Stock Options and similar Other Stock-Based Awards that are assumed or replaced in accordance with Section 4(c)(i)(A) may be exercised by the Non-Employee Director in accordance with the applicable terms and conditions of such Award as set forth in the applicable award agreement or elsewhere; provided, however, that Stock Options and similar Other Stock-Based Awards that become exercisable in accordance with Section 4(c)(i)(D) may be exercised until the expiration of the original full term of such Stock Option or similar Other Stock-Based Award notwithstanding the other original terms and conditions of such Award.

(F) Except as otherwise specified in an Award agreement, any of the foregoing Change in Control provisions that change the timing of payment of an Award shall not be applicable to an Award subject to Section 409A of the Code. For the avoidance of doubt, the foregoing is applicable to Awards issued before and existing on the date this amendment to the Plan is being made as well as to Awards issued after such date.

(ii) Definition of Change in Control. “Change in Control” means the occurrence of any of the following events:

(A) Acquisition of 20% or more of the outstanding voting securities of the Company by another entity or group; excluding, however, the following:

(1) any acquisition by the Company or any of its affiliates;

(2) any acquisition by an employee benefit plan or related trust sponsored or maintained by the Company or any of its affiliates; or

(3) any acquisition pursuant to a merger or consolidation described in clause (C);

(B) During any consecutive 24-month period, persons who constitute the Board at the beginning of the period cease to constitute at least 50% of the Board (unless the election of each new Board member was approved by a majority of directors who began the two-year period);

(C) The consummation of a merger or consolidation of the Company with another company, and the Company is not the surviving company; or, if after such transaction, the other entity owns, directly or indirectly, 50% or more of the outstanding voting securities of the Company; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity resulting from such transaction (including, without limitation, an entity which as a result of such transaction owns the Company either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities; or

(D) The consummation of a plan of complete liquidation of the Company or the sale or disposition of all or substantially all of the Company’s assets, other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring the Company’s assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Company.

Section 5. Awards.

(a) Annual Awards.

On the first day of the Plan Year beginning in 2011, each Non-Employee Director serving as such immediately after the annual meeting held on that day shall receive an Award having an aggregate Fair Market Value on the date of grant, as determined by the Committee, of up to $500,000 (with any fractional share being rounded up to the next whole share). Such Award shall be made in the form of Common Stock, Restricted Stock, Deferred Stock, Stock Options, Other Stock-Based Awards, or a combination of the foregoing as the Committee determines in its discretion.

(b) Pro-rata Awards.

If a Non-Employee Director is appointed or elected to the Board other than by the shareholders at an annual meeting, he or she shall promptly after his or her election or appointment receive a pro rata portion of the Award provided for in Section 5(a). Such pro rata Award shall having an aggregate Fair Market Value on the date of grant calculated based on the date the Director begins his or her term and planned date of the next regular annual meeting (with any

fractional months being rounded up to the next whole month and any fractional share being rounded up to the next whole share). The Director would be eligible for a full annual Award at the subsequent annual meeting. Such pro rata Award shall be subject to the same terms and conditions as an annual Award. Such pro rata Award shall be made in the form of Common Stock, Restricted Stock, Deferred Stock, Stock Options, Other Stock-Based Awards, or a combination of the foregoing as the Committee determines in its discretion.

(c) Terms of Awards.

(i) Awards of Common Stock, Restricted Stock or Deferred Stock pursuant to Section 5(a) are eligible for participation in the Deferred Stock Program described in Section 7.

(ii) The per share exercise or purchase price for each Stock Option or similar Other Stock-Based Award shall in no event be less than the Fair Market Value of one share of Common Stock on the date of grant. The term of each Stock Option or similar Other Stock-Based Award shall be no more than ten years. Each Stock Option or similar Other Stock-Based Award shall vest in not less than six months (or such longer period set forth in the Award agreement) and shall be forfeited if the participant does not continue to be a Non-Employee Director for the duration of the vesting period unless he ceases to serve in such capacity as a result of his death, disability or retirement, in each case as specified in the applicable Award agreement. Except as otherwise specified in an Award agreement, Stock Options or similar Other Stock-Based Awards may be exercised, in whole or in part, by giving written notice of exercise specifying the number of shares to be purchased. Such notice shall be accompanied by payment in full of the purchase price by certified or bank check or such other instrument as the Company may accept (including, to the extent the Committee determines such a procedure to be acceptable, a copy of instructions to a broker or bank acceptable to the Company to deliver promptly to the Company an amount of sale or loan proceeds sufficient to pay the purchase price). As determined by the Committee, payment in full or in part may also be made in the form of Common Stock already owned by the Non-Employee Director valued at Fair Market Value.

Section 6. Award Agreements.

Each Award of Restricted Stock, Deferred Stock, a Stock Option or Other Stock-Based Award under the Plan may be evidenced by a written agreement or other instrument (which need not be signed by the Award recipient unless otherwise specified by the Committee) as may be approved from time to time by the Committee implementing the grant of such Award.

Section 7. Payments and Payment Deferrals.

(a) The Deferred Stock Program shall be administered in accordance with the terms of this Section 7, provided that the Committee may modify the terms of the Deferred Stock Program or may require deferral of the payment of Awards under such rules and procedures as it may establish. Any deferral election shall be made at a time and for such period as shall satisfy the requirements of Internal Revenue Code section 409A(a)(4).

(b) Each participant may elect to participate in a Deferred Stock Program with respect to Awards of Common Stock, Restricted Stock or Deferred Stock granted under Section 5(a). Any election to have the Company establish a Deferred Stock Account shall be made in terms of integral multiples of 25% of the number of shares of Common Stock, Restricted Stock or Deferred Stock that the participant otherwise would have been granted on each date of grant, shall be made no later than the last day of the calendar year immediately preceding the calendar year in which the services entitling the participant to the Award are performed (or in the case of a participant who is first becoming eligible for this Plan and any other plan required to be aggregated with this Plan under Internal Revenue Code section 409A and the regulations and other guidance thereunder, no later than 30 days after the participant first becomes eligible and before the date on which the services entitling the participant to the Award are performed), and shall specify the time and form of distribution of the participant's Deferred Stock Account in a manner complying with Internal Revenue Code sections 409A(a)(2) and (3). Any such election (including an existing election to participate in the Deferred Stock Program under the Prior Director Plan) shall remain in effect for purposes of the Plan until the participant executes (i) a new election applicable to any grants denominated in Common Stock to be made in years after the year in which the new election is made or (ii) an election not to participate in the Deferred Stock Program for any grants of Common Stock, Restricted Stock or Deferred Stock in future years. New elections made pursuant to clause (i) of the preceding sentence may be made only to the extent permitted under rules and procedures established by the Committee taking into account administrative feasibility and other constraints.

(c) The Deferred Stock Account of a participant who elects to participate in the Deferred Stock Program shall be credited with shares of Deferred Stock equal to the number of shares of Common Stock or Restricted Stock that the participant elected to receive as Deferred Stock, or in the case of Deferred Stock, equal to the number of shares subject to the Deferred Stock. The Deferred Stock Account shall thereafter be credited with amounts equal to the cash dividends that would have been paid had the participant held a number of shares of Common Stock equal to the number of shares of Deferred Stock in the participant's Deferred Stock Account, and any such amounts shall be treated as invested in additional shares of Deferred Stock. Effective at the conclusion of the 2006 Annual Meeting of Shareholders, any amounts held in a participant's Deferred Stock Account pursuant to deferrals under the Prior Director Plan shall be treated as invested in the number of shares of Deferred Stock determined by dividing the value of the participant's Deferred Stock Account on such date by the Fair Market Value of one share of Common Stock on such date. Deferred Stock relating to a Restricted Stock Award shall be subject to the same vesting provisions applicable to the Restricted Stock.

(d) Any election by a participant for his or her Deferred Stock Account to be paid upon his or her separation from service as a member of the Board shall be applied in accordance with Internal Revenue Code section 409A. No separation from service shall be deemed to occur until the participant ceases to serve on any and all of the Board and the board of directors of any other company with respect to which his service as a director began while such other company was a subsidiary of the Company.

(e) Notwithstanding the foregoing, if a participant has elected that distribution be made pursuant to this Section 7 upon the participant's separation from service, and the participant is a "specified employee" within the meaning of Internal Revenue Code section 409A and the regulations and other guidance thereunder, distribution in the form of a single sum will be made on the last day of the sixth month following the date of the participant's separation from service.

(f) The Deferred Stock Program shall be administered under such rules and procedures as the Committee may from time to time establish, including rules with respect to elections to defer, beneficiary designations and distributions under the Deferred Stock Program. Notwithstanding anything in this Plan to the contrary, all elections to defer, distributions, and other aspects of the Deferred Stock Program shall be made in accordance with and shall comply with Internal Revenue Code section 409A and any regulations and other guidance thereunder. All election forms are incorporated in and constitute part of the Plan.

Section 8. Plan Amendment and Termination.

The Board may amend or terminate the Plan at any time without stockholder approval, including, but not limited to, any amendments necessary to comply with Internal Revenue Code section 409A and any regulations and other guidance thereunder; provided, however, that no amendment shall be made without stockholder approval if such approval is required under applicable law, regulation, or stock exchange rule or if such amendment would: (i) decrease the grant or exercise price of any Stock Option or a similar Other Stock-Based Award to less than the Fair Market Value on the date of grant (except as contemplated by Section 4); or (ii) increase the total number of shares of Common Stock that may be distributed under the Plan. Except as may be necessary to comply with a change in the laws, regulations or accounting principles of a foreign country applicable to participants subject to the laws of such foreign country, the Committee may not, without stockholder approval, amend the terms of any outstanding Stock Options or similar Other Stock-Based Awards to reduce the exercise price of such Awards or cancel, exchange, buyout or surrender outstanding Stock Options or similar Other Stock-Based Awards in exchange for cash, other awards or Stock Options or Other Stock-Based Awards with an exercise price that is less than the exercise price of the original Stock Options or similar Other Stock-Based Awards. Except as set forth in any Award agreement or as necessary to comply with applicable law or avoid adverse tax consequences to some or all Award recipients, no amendment or termination of the Plan may materially and adversely affect any outstanding Award under the Plan without the Award recipient's consent.

Section 9. Dividends and Dividend Equivalents.

The Committee may provide that any Awards under the Plan, other than Stock Options or stock appreciation rights, earn dividends or dividend equivalents. Such dividends or dividend equivalents may be paid currently, except in the case of Other Stock-Based Awards in which any applicable performance goals have not been achieved, or may be credited to a participant's Plan account. Any crediting of dividends or dividend equivalents may be subject to such restrictions and conditions as the Committee may establish, including reinvestment in additional shares of Common Stock or Common Stock equivalents.

Section 10. Transferability.

Unless otherwise required by law, Awards shall not be transferable or assignable other than by will or the laws of descent and distribution. In no event may any Award be transferred in exchange for consideration.

Section 11. Unfunded Status Plan.

It is presently intended that the Plan constitute an "unfunded" plan for incentive and deferred compensation. The Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver Common Stock or make payments; provided, however, that, unless the Committee otherwise determines, the existence of such trusts or other arrangements is consistent with the "unfunded" status of the Plan.

Section 12. General Provisions.

(a) The Committee may require each person acquiring shares of Common Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to the distribution thereof. The certificates for such shares may include any legend that the Committee deems appropriate to reflect any restrictions on transfer.

All certificates for shares of Common Stock or other securities delivered under the Plan shall be subject to such stock transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission (or any successor agency), any stock exchange upon which the Common Stock is then listed, and any applicable Federal, state or foreign securities law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(b) Nothing contained in the Plan shall prevent the Company from adopting other or additional compensation arrangements for Non-Employee Directors.

(c) Nothing in the Plan or in any Award agreement shall confer upon any grantee the right to continued service as a member of the Board.

(d) No later than the date as of which an amount first becomes includable in the gross income of the participant for income tax purposes with respect to any Award under the Plan, the participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any Federal, state, local or foreign taxes of any kind that are required by law or applicable regulation to be withheld with respect to such amount. Unless otherwise determined by the Committee, withholding obligations arising from an Award may be settled with Common Stock, including Common Stock that is part of, or is received upon exercise of the Award that gives rise to the withholding requirement. The obligations of the Company under the Plan shall be conditional on such payment or arrangements, and the Company, shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the participant. The Committee may establish such procedures as it deems appropriate, including the making of irrevocable elections, for the settling of withholding obligations with Common Stock.

(e) The terms of this Plan shall be binding upon and shall inure to the benefit of any successor to Kraft Foods Inc. and any permitted successors or assigns of a grantee.

(f) Except to the extent pre-empted by Federal law, the Plan and all Awards made and actions taken thereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction. Unless otherwise provided in an Award, recipients of an Award under the Plan are deemed to submit to the exclusive jurisdiction and venue of the federal or state courts of Virginia, to resolve any and all issues that may arise out of or relate to the Plan or any related Award.

(g) The Plan and all Awards made hereunder shall be interpreted, construed and operated to reflect the intent of the Company that all aspects of the Plan and the Awards shall be interpreted either to be exempt from the provisions of Internal Revenue Code Section 409A or, to the extent subject to Internal Revenue Code Section 409A, comply with Internal Revenue Code Section 409A and any regulations and other guidance thereunder. This Plan may be amended at any time, without the consent of any party, to avoid the application of Internal Revenue Code Section 409A in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Internal Revenue Code Section 409A, but the Company shall not be under any obligation to make any such amendment. Nothing in the Plan shall provide a basis for any person to take action against the Company or any affiliate based on matters covered by Internal Revenue Code Section 409A, including the tax treatment of any amount paid or award made under the Plan, and neither the Company nor any of its affiliates shall under any circumstances have any liability to any participant or his estate for any taxes, penalties or interest due on amounts paid or payable under the Plan, including taxes, penalties or interest imposed under Internal Revenue Code Section 409A.

(h) If any provision of the Plan is held invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining parts of the Plan, and the Plan shall be enforced and construed as if such provision had not been included.

(i) The Plan was originally approved by stockholders and became effective at the conclusion of the 2006 Annual Meeting of Shareholders. This amendment and restatement of the Plan became effective upon approval by stockholders at the 2011 Annual Meeting of Shareholders. Except as otherwise provided by the Board, no Awards shall be made after the Awards made immediately following the 2021 Annual Meeting of Shareholders, provided that any Awards granted prior to that date may extend beyond it.

Exhibit 10.15

Mondelēz International, Inc.

2001 Compensation Plan for Non-Employee Directors

(amended as of December 31, 2008 and restated as of January 1, 2013)

SECTION 1. Purpose; Definitions

The purpose of the Plan is to afford each Non-Employee Director the option to elect to defer the receipt of all or part of his or her Compensation until such future date as he or she may elect pursuant to the terms and conditions of the Plan.

For purposes of the Plan, the following terms are defined as set forth below:

a. "Allocation Date" means any date on which an amount representing all or part of a Participant's Compensation is to be credited to his or her Deferred Fee Account pursuant to a Deferral Election. The Allocation Date for the Retainer Fee and for Meeting Fees shall be the last day of each calendar quarter.

b. "Beneficiary" means any person or entity designated as such in an Election Form submitted to the Secretary of the Company. If a Participant has not made a valid designation of a Beneficiary on an Election Form submitted to the Secretary of the Company, or if no designated Beneficiary survives the Participant, the Beneficiary is the Participant's estate.

c. "Board" means the Board of Directors of the Company.

d. "Code" means the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations thereunder.

e. "Common Stock" means the common stock of the Company.

f. "Company" means Mondelēz International, Inc., a corporation organized under the laws of the Commonwealth of Virginia, or any successor corporation.

g. "Compensation" means the Retainer Fee and the Meeting Fees payable by the Company to each Participant.

h. "Deferral Election" means the election by a Participant on an Election Form to defer the payment of all or a part of his or her Compensation to be earned and payable after the applicable effective date set forth in Sections 2.1.1 or 2.1.2.

i. "Deferred Amount" means the amount of Compensation (determined as a percentage of the Retainer Fee and the Meeting Fees) subject to a Deferral Election submitted to the Secretary of the Company.

j. "Deferred Fee Account" means an unfunded deferred compensation account established by the Company on behalf of each Non-Employee Director who makes a Deferral Election. The Company may establish more than one Deferred Fee Account on behalf of any Non-Employee Director who submits a Modified Election Form in accordance with Section 2.3.2 to modify his or her election as to the Distribution Date with respect to Compensation to be paid for services performed thereafter. Each Deferred Fee Account shall consist of one or more Subaccounts established in accordance with Section 2.2.2.

k. "Deferred Fee Program" means the program established under the provisions of the Plan that permit Participants to defer all or part of their Compensation.

l. "Disability" means permanent and total disability as determined under procedures established by the Board for purposes of the Deferred Fee Program.

m. "Distribution Date" means the date designated by a Participant on an Election Form in accordance with Sections 2.3.1 and 2.3.2 for the payment or commencement of payment of amounts credited to a Deferred Fee Account.

n. "Election Date" means the date an Election Form is received by the Secretary of the Company.

o. "Election Form" means an Initial Election Form or Modified Election Form completed and executed by the Participant. An "Initial Election Form" means the first Election Form that the Participant submits to the Secretary of the Company pursuant to Section 2.1.1. A "Modified Election Form" means an Election Form that the Participant submits to the Secretary of the Company pursuant to Section 2.1.2, 2.1.3, 2.1.4, 2.2.4, and 2.3.2 to modify in whole or in part an Initial Election Form or to modify in whole or in part a Modified Election Form previously submitted to the Secretary of the Company.

p. "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time and the rules and regulations thereunder.

q. "Extraordinary Distribution Request Date" means the date an Extraordinary Distribution Request Form is received by the Secretary of the Company.

r. "Extraordinary Distribution Request Form" means the Extraordinary Distribution Request Form completed and executed by a Participant and submitted to the Secretary of the Company or Beneficiary who wishes to request an extraordinary distribution of amounts credited to a Deferred Fee Account in accordance with Section 2.3.3.

s. "Fund" means any one of the investment vehicles in which the trust fund established under the trust agreement, as amended from time to time, entered into by the Company (or its delegate) in connection with the Profit-Sharing Plan, is invested.

t. "Meeting Fees" means the portion of a Participant's Compensation that is based upon his or her attendance at Board meetings and meetings of committees of the Board.

u. "Non-Employee Director" means each member of the Board who is not a full-time employee of the Company (or of any Corporation that owns, directly or indirectly, stock possessing at least fifty percent (50%) of the total combined voting power of all classes of stock entitled to vote in the election of the Board or of any corporation in which the Company owns, directly or indirectly, stock possessing at least fifty percent (50%) of the total combined voting power of all classes of stock entitled to vote in the election of directors in such corporation). A "Non-Employee Director" does not include a Director Emeritus of the Company.

v. "Participant" means a Non-Employee Director who elects to make a Deferral Election; provided, however, that a Participant shall also include a person who was, but is no longer, a Non-Employee Director as long as a Deferred Fee Account is being maintained for his or her benefit.

w. "Plan" means this Mondelēz International, Inc. 2001 Compensation Plan for Non-Employee Directors, as amended from time to time.

x. "Profit-Sharing Plan" means the Mondelēz International Thrift Plan, as amended from time to time.

y. "Retainer Fee" means the portion of a Participant's Compensation that is fixed and paid without regard to his or her attendance at meetings of the Board or any committee of the Board, including any additional amount paid to a chairman of a committee but shall not include awards of Common Stock, stock options or other noncash compensation paid to a Non-Employee Director.

z. "Subaccount" means one of the bookkeeping accounts established within a Deferred Fee Account in accordance with Section 2.2.2.

aa. "Transfer Election Date" means the date set forth on a Transfer Form.

bb. "Transfer Form" means a Transfer Election Form completed and executed by a Participant or Beneficiary in accordance with Section 2.2.5.

SECTION 2. Deferred Fee Program

2.1 Participation

2.1.1 Deferral Elections

A Non-Employee Director may make a Deferral Election by submitting an Initial Election Form to the Secretary of the Company. Each Non-Employee Director who makes a Deferral Election shall become a Participant in the Deferred Fee Program.

Any Deferral Election relating to Retainer Fees shall be in integral multiples of twenty-five percent (25%) of the Retainer Fee. Any Deferral Election relating to Meeting Fees shall be one hundred percent (100%) of the Meeting Fees for the year for which the election is effective.

The Participant shall indicate on the Initial Election Form:

a. the percentage of the Retainer Fee that he or she wishes to defer and whether Meeting Fees are to be deferred;

b. the Distribution Date;

c. whether distributions are to be in lump sum, in installments or a combination thereof;

d. the Participant's Beneficiary or Beneficiaries; and

e. the Subaccounts to which the Deferred Amount is to be allocated.

A Deferral Election submitted on an Initial Election Form shall become effective with respect to a Participant's Retainer Fee and Meeting Fees for services performed on and after the first day of the calendar year following the Election Date of such Initial Election Form. In the case of a newly eligible Participant, however, a Deferral Election may be made no later than 30 days after first becoming eligible for this Plan and any other plan required to be aggregated with this Plan under Code section 409A and the regulations and other guidance thereunder and shall not be effective with respect to Compensation to which the Participant becomes entitled as a result of services performed on or before the Election Date.

A Deferral Election shall remain in effect with respect to all future Compensation until a new Deferral Election made by the Participant on a Modified Election Form in accordance with Section 2.1.2 or Section 2.1.3 becomes effective.

2.1.2 Change of Deferral Election.

A Participant may change his or her Deferral Election with respect to Compensation for services performed and payable in a subsequent calendar year by submitting a Modified Election Form to the Secretary of the Company.

A Deferral Election to increase or dercease the amount of future Compensation to be deferred shall become effective on and after the first day of the calendar year following the Election Date.

2.1.3 Cessation of Deferrals

A Participant may cease to defer future Retainer Fees, Meeting Fees or both in the Deferred Fee Program by submitting a Modified Election Form to the Secretary of the Company. An election by a Participant to cease deferrals of Retainer Fees, Meeting Fees or both in the Deferred Fee Program shall become effective with respect to Compensation for services performed on or after the first day of the calendar year following the Election Date.

2.1.4 Beneficiary Election Modification

A Participant shall be permitted at any time to modify his or her Beneficiary election, effective as of the Election Date, by submitting a Modified Election Form to the Secretary of the Company.

2.2 Investments

2.2.1 Deferred Fee Accounts

The Company shall establish a Deferred Fee Account for each Participant who has made a Deferral Election pursuant to Section 2.1.1. On each Allocation Date, the Company shall allocate the amount of the Deferred Amount to be credited to each Participant's Deferred Fee Account.

2.2.2 Subaccounts

The Company shall establish within each Deferred Fee Account one or more Subaccounts to which the Deferred Amounts are to be allocated pursuant to the Participant's Election Form or Election Forms. Such Subaccounts shall be credited with earnings and charged with losses, if any, on the same basis as the corresponding Fund, as the same may change from time to time.

To the extent additional investment funds are provided under the Profit-Sharing Plan, the senior Human Resources officer of the Company is authorized to establish corresponding Subaccounts under the Plan. The senior Human Resources officer is authorized to limit or prohibit new investments or transfers into any Subaccount.

Subject to the provisions of Sections 2.2.3 and 2.2.4, on each Allocation Date, each Participant's Subaccounts shall be credited with an amount equal to the Deferred Amount designated by the Participant for allocation to such Subaccounts. Each Subaccount shall be credited with earnings and charged with losses as if the amounts allocated thereto had been invested in the corresponding Fund.

The value of any Subaccount at any relevant time shall be determined as if all amounts credited thereto had been invested in the corresponding Fund.

2.2.3. Investment Directions

Each Participant shall make an investment direction on his or her Initial Election Form with respect to the portion of such Participant's Deferred Amount that is to be allocated to a Subaccount. Any apportionment of Deferred Amounts (and of increases or decreases in Deferred Amounts) among the Subaccounts shall be in integral multiples of one percent (1%). An investment direction shall become effective with respect to any Subaccount on the first day of the calendar month following the Election Date of such Election Form. An investment direction shall remain in effect with respect to all future Deferred Amounts until a new investment direction made by the Participant in accordance with Section 2.2.4 becomes effective.

2.2.4 New Investment Directions

A Participant may make a new investment direction with respect to his or her Deferred Amount only by submitting a Modified Election Form to the Secretary of the Company. A new investment direction shall become effective with respect to any Subaccount on the first day of the calendar month following the Election Date of such Modified Election Form.

2.2.5 Investment Transfers

A Participant (or Beneficiary after the death of the Participant) may transfer to one or more different Subaccounts all or a part (in integral multiples of one percent (1%)) of the amounts credited to a Subaccount by submitting a Transfer Form to the Secretary of the Company.

Any transfer of amounts among Subaccounts shall become effective on the first day of the calendar month following the Transfer Election Date.

2.3 Distributions

2.3.1 Distribution Elections

Each Participant shall designate on his or her Initial Election Form or, if applicable, Modified Election Form, one of the following dates as a Distribution Date with respect to amounts credited to his or her Deferred Fee Account thereafter:

a. the fifteenth day of the calendar month following the Participant's separation from service, including by reason of Disability or death;

b. the fifteenth day of the earlier of (i) a calendar month specified by the Participant which is at least six months after the Election Date or (ii) the calendar month following the Participant's separation from service, including by reason of Disability or death.

A Distribution Date election shall be effective only with respect to Compensation paid for services performed on and after the Election Date and subsequent earnings credited with respect to such amounts. Any election by a Participant for his or her Account to be paid upon his or her separation from service shall be applied in accordance with Internal Revenue Code section 409A. No separation from service shall be deemed to occur until the Director ceases to serve on any and all of the Board of Directors of the Company and the board of directors of any other company with respect to which his service as a director began while such other company was a subsidiary of the Company.

A Participant may request on his or her Election Form that distributions from his or her Account be made in (i) a lump sum, (ii) no more than one-hundred eighty (180) monthly, sixty (60) quarterly or fifteen (15) annual installments or (iii) a combination of (i) and (ii). Each installment shall be determined by dividing the Account balance by the number of remaining installments. If a Participant receives a distribution from a

Subaccount on an installment basis, amounts remaining in such Subaccount shall continue to accrue earnings and incur losses in accordance with the terms of Section 2.2.2. Except as stated in the next paragraph, all distributions shall be made to the Participant.

Upon the Participant's death, the balance remaining in the Participant's Account shall be payable to his or her Beneficiaries as set forth on the Participant's then-current Election Form or Forms. Upon the death of a Beneficiary who is receiving distributions in installments, the balance remaining in the Account of the Beneficiary shall be paid to his or her estate in a lump sum, without interest, except to the extent that the Secretary of the Company permits a Participant to elect otherwise in accordance with the procedures of this Section 2.3.1, taking into account administrative feasibility and other constraints.

All distributions shall be paid in cash and, except as provided in Section 2.3.3, shall be deemed to have been made from each Subaccount pro rata.

2.3.2 Modified Distribution Elections

A Participant may modify his or her election as to the Distribution Date but not the distribution form with respect to Compensation attributable to future service, with such modification to be effective beginning with the next calendar year and continuing thereafter by submitting a Modified Election Form to the Secretary of the Company.

2.3.3 Extraordinary Distributions

Notwithstanding the foregoing, a Participant (or Beneficiary after the participant's death) may request an extraordinary distribution of all or part of the amount credited to his or her Deferred Fee Account because of hardship. A distribution shall be deemed to be "because of hardship" if such distribution is necessary to alleviate or satisfy an immediate and heavy financial need of the Participant and otherwise satisfies the requirements for the occurrence of an "unforeseeable emergency" within the meaning of Code section 409A(a)(2).

A request for an extraordinary distribution shall be made by submitting a valid Extraordinary Distribution Request Form to the Secretary of the Company. All extraordinary distributions shall be subject to approval by the Board.

The Extraordinary Distribution Request Form shall indicate:

a. the amount to be distributed from the Deferred Fee Account;

b. the Subaccount(s) from which the distribution is to be made; and

c. the "hardship" requiring the distribution.

The amount of any extraordinary distribution shall not exceed the amount determined by the Board to be required to meet the immediate financial need of the applicant.

An extraordinary distribution shall be made with respect to amounts credited to each Subaccount on the first day of the calendar month next following approval of the extraordinary distribution request by the Board. Upon approval of an extraordinary distribution request, any Deferral Election shall be cancelled prospectively. A. Participant may make a new Deferral Election for a future year in accordance with Section 2.1.2.

2.3.4 Specified Employee

Notwithstanding anything in the Plan to the contrary or any election made by a Participant, if a Participant has elected that distribution be made upon the Participant's separation from service, and the Participant is a "specified employee" within the meaning of the Code section 409A and the regulations thereunder, distribution in the form of a single sum will be made on, and distribution in the form of installments will commence on, the fifteenth day of the seventh month following the date of the Participant's separation from service.

SECTION 3. General Provisions

3.1 Unfunded Plan

It is intended that the Plan constitute an "unfunded" plan for deferred compensation. The Company may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan; provided, however, that, unless the Company otherwise determines, the existence of such trusts or other arrangements is consistent with the "unfunded" status of the Plan. Any liability of the Company to any person with respect to any grant under the Plan shall be based solely upon any contractual obligations that may be created pursuant to the Plan. No such obligation of the Company shall be deemed to be secured by any pledge of, or other encumbrance on, any property of the Company.

3.2 Rules of Construction

The Plan shall be construed and interpreted in accordance with Virginia law. Headings are given to the sections of the Plan solely as a convenience to facilitate reference. The reference to any statute, regulation, or other provision of law shall be construed to refer to any amendment to or successor of such provision of law. Notwithstanding anything in this Plan to the contrary, the Plan shall be construed to reflect the intent of the Company that all elections to defer, distributions, and other aspects of the Plan shall comply with Code section 409A and any regulations and other guidance thereunder to the extent applicable. The Plan is also intended to be construed so that participation in the Plan will be exempt from Section 16(b) of the Exchange Act pursuant to regulations and interpretations issued from time to time by the Securities and Exchange Commission.

3.3 Withholding

No later than the date as of which an amount first becomes includible in the gross income of the Participant for Federal income tax purposes with respect to participation under the Plan, the Participant shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any Federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such amount.

3.4 Amendment

The Plan may be amended by the Board, but no amendment shall be made that would impair prior rights of a Participant to his or her Deferred Fee Account without his or her consent. No amendment may become effective until shareholder approval is obtained if the amendment (i) materially increases the benefits accruing to Participants under the Plan, or (ii) modifies the eligibility requirements for participation in the Plan.

3.5 Duration of Plan

The Company hopes to continue the Plan indefinitely, but reserves the right to terminate the Plan by appropriate action of the Board at any time. Upon termination of the Plan, amounts then credited to each Deferred Fee Account shall be paid in accordance with the Election Form then governing such Deferred Fee Account or as otherwise provided in Section 2.3.1.

3.6 Assignability

No Participant or Beneficiary shall have the right to assign, pledge or otherwise transfer any payments to which such Participant or Beneficiary may be entitled under the Plan, other than by will or by the laws of descent and distribution or pursuant to a domestic relations order which meets the relevant requirements of a “qualified domestic relations order” (as defined by Section 414(p) of the Code).

3.7 Adoption of Procedures

The Secretary of the Company shall have the authority to adopt such procedures as are appropriate to administer the Plan.

Exhibit 10.17

MONDELĒZ GLOBAL LLC EXECUTIVE DEFERRED COMPENSATION PLAN

—PLAN DOCUMENT—

Exhibit 10.17

SECTION 1. INTRODUCTION

1.1 Adoption of Plan and Purpose

This Plan is an unfunded, nonqualified deferred compensation plan. With the consent of the Employer (as defined in subsection 2.15) the plan may be adopted by executing the Adoption Agreement (as defined in subsection 2.3) in the form attached hereto. The Plan contains certain variable features which the Employer has specified in the Adoption Agreement. Only those variable features specified by the Employer in the Adoption Agreement will be applicable to the Employer.

The purpose of the Plan is to provide certain supplemental benefits under the Plan to a select group of management or highly compensated Employees of the Employer within the meaning of Sections 201, 301, and 401 of Title I of ERISA, or Other Service Providers to the Employer (as defined below), and to allow such Employees or Other Service Providers the opportunity to defer a portion of their current salaries, bonuses and other compensation, subject to the terms of the Plan. Participants (and their Beneficiaries) shall have only those rights to payments as set forth in the Plan and shall be considered general, unsecured creditors of the Employer with respect to any such rights. The Plan is designed to comply with Code Section 409A. It is intended that the Plan be interpreted according to a good faith interpretation of Code Section 409A, and in the event of any inconsistency between the terms of the Plan and Code Section 409A, the terms of Code Section 409A shall control. The Plan is intended to constitute an account balance plan (as defined in Treas. Reg. §1.409A-6(a)(3)(ii)).

By becoming a Participant and making deferrals under this Plan, each Participant agrees to be bound by the provisions of the Plan and the determinations of the Employer and the Administrator hereunder.

1.2 Adoption of the Plan

The Employer has adopted the Plan effective as of the date that Kraft Foods Inc. distributes shares of Kraft Foods Group, Inc. (“KFGI”) to its shareholders and changes its name to Mondelēz International, Inc. anticipated to be October 1, 2012 (the “Spin-Off Date”) by completing and signing the Adoption Agreement in the form attached hereto.

1.3 Plan Year

The Plan is administered on the basis of a Plan Year, as defined in subsection 2.27.

1.4 Plan Administration

The plan shall be administered by one or more plan administrators (the “Administrator,” as that term is defined in Section 3(16)(A) of ERISA) designated by the Employer in the Adoption Agreement. The Administrator has full discretionary authority to construe and interpret the provisions of the Plan and make factual determinations thereunder, including the power to determine the rights or eligibility of employees or participants and any other persons, and the amounts of their benefits under the Plan, and to remedy ambiguities, inconsistencies or omissions, and such determinations shall be binding on all parties. The Administrator, from time

to time, may adopt such rules and regulations as may be necessary or desirable for the proper and efficient administration of the Plan and as are consistent with the terms of the Plan. The administrator may delegate all or any part of its powers, rights, and duties under the Plan to such person or persons as it may deem advisable, and may engage agents to provide certain administrative services with respect to the Plan. Any notice or document relating to the Plan which is to be filed with the Administrator may be delivered, or mailed by registered or certified mail, postage pre-paid, to the Administrator, or to any designated representative of the Administrator, in care of the Employer, at its principal office.

SECTION 2. DEFINITIONS

Capitalized terms not defined in this Section 2 shall have the meaning given such terms elsewhere in the Plan.

2.1 Account

"Account" means all unfunded notional accounts or subaccounts maintained for a Participant in order to reflect his interest under the Plan, as described in Section 6.

2.2 Administrator

"Administrator" means the individual or individuals (if any) delegated authority by the Employer to administer the Plan, as defined in subsection 1.4. If two or more individuals have delegated authority to administer the Plan, each Administrator is authorized to independently take any action required or permitted to be taken by the Administrator under the Plan.

2.3 Adoption Agreement

"Adoption Agreement" shall mean the form executed by the Employer and attached hereto, which Agreement shall constitute a part of the Plan.

2.4 Beneficiary

"Beneficiary" means the person or persons to whom a deceased Participant's benefits are payable under subsection 9.5.

2.5 Board

"Board" means the Board of Directors of the Employer (if applicable), as from time to time constituted.

2.6 Board Member

"Board Member" means a member of the Board.

2.7 Code

"Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code shall include such section and any valid regulation promulgated thereunder and any comparable provision of any future legislation amending, supplementing, or superseding such section.

2.8 Compensation

"Compensation" shall mean the amount of a Participant's remuneration from the Employer designated in the Adoption Agreement. Notwithstanding the foregoing, the Compensation of an Other Service Provider (as defined in subsection 2.22) shall mean his remuneration from the Employer pursuant to an agreement to provide services to the Employer.

Notwithstanding the foregoing, the definition of compensation for purposes of determining key employees under subsection 9.3 of the Plan shall be determined solely in accordance with subsection 9.3. To the extent not otherwise designated by the Employer in a separate document forming part of the Plan, Compensation payable after December 31 of a given year solely for services performed during the Employer's final payroll period containing December 31 is treated as Compensation payable for services performed in the subsequent year in which the non-deferred portion of the payroll payment is actually made.

2.9 Compensation Deferrals

"Compensation Deferrals" means the amounts credited to a Participant's Compensation Deferral Account pursuant to the Participant's election made in accordance with subsection 4.1.

2.10 Deferral Election

"Deferral Election" means an election by a Participant to make Compensation Deferrals or Performance-Based Bonus Deferrals in accordance with Section 4.

2.11 Disability

"Disability" for purposes of this Plan shall mean the occurrence of an event as a result of which the Participant is considered disabled, as designated by the Employer in the Adoption Agreement.

2.12 Effective Date

"Effective Date" means the Spin-Off Date.

2.13 Eligible Individual

"Eligible Individual" means each Employee or Other Service Provider who satisfies the eligibility requirements set forth in the Adoption Agreement (as determined by the Administrator) for the period during which he is determined by the Administrator to satisfy such requirements.

2.14 Employee

"Employee" means a person who is employed by an Employer and is treated and/or classified by the Employer as a common law employee for purposes of wage withholding for Federal income taxes. If a person is not considered to be an Employee of the Employer in accordance with the preceding sentence, a subsequent determination by the Employer, any governmental agency, or a court that the person is a common law employee of the Employer, even if such determination is applicable to prior years, will not have a retroactive effect for purposes of eligibility to participate in the Plan.

2.15 Employer

"Employer" means the business entity designated in the Adoption Agreement, and its successors and assigns unless otherwise herein provided, or any other corporation or business organization which, with the consent of the Employer, or its successors or assigns, assumes the Employer's obligations hereunder, and any affiliate or subsidiary of the Employer, as defined in Subsections 414(b) and (c) of the Code, or other corporation or business organization that has adopted the Plan on behalf of its Eligible Individuals with the consent of the Employer.

2.16 Employer Contributions

"Employer Contributions" means the amounts other than Matching Contributions that are credited to a Participant's Employer Contributions Account under the Plan by the Employer in accordance with subsection 4.3.

2.17 ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended. Reference to a specific section of ERISA shall include such section, and any valid regulation promulgated thereunder and any comparable provision of any future legislation amending, supplementing, or superseding such section.

2.18 Fiscal Year Compensation

"Fiscal Year Compensation" means Compensation relating to a period of service coextensive with one or more consecutive non-calendar-year fiscal years of the Employer, where no amount of such Compensation is paid or payable during the service period. For example, a Non-Performance Based Bonus based upon a service period of two consecutive fiscal years payable after the completion of the second fiscal year would be "Fiscal Year Compensation," but periodic salary payments or Non-Performance Based Bonuses based on service periods other than the Employer's fiscal year would not be Fiscal Year Compensation.

2.19 Investment Funds

"Investment Funds" means the notional funds or other investment vehicles designated by the Administrator from time to time pursuant to subsection 5.1 for purposes of determining gains or losses to be assigned to the Accounts.

2.20 Matching Contributions

"Matching Contributions" means amounts credited to a Participant's Employer Contributions Account under the Plan by the Employer in accordance with section 4.3 and the matching contribution formula selected by the Employer in section 11 of the Adoption Agreement.

2.21 Non-Performance Based Bonus

"Non-Performance-Based Bonus" means an award of cash that is not a Performance-Based Bonus (as defined in subsection 2.25) that is payable to an Employee (or Other Service Provider, as applicable) in a given year, with respect to the immediately preceding Non-Performance Based Bonus performance period, which may or may not be contingent upon the achievement of specified performance goals.

2.22 Other Service Providers

"Other Service Providers" shall mean independent contractors, consultants, or other similar providers of services to the Employer, other than Employees and Board Members. To the extent that the services provided by an unrelated Other Service Provider meet the requirements for exemption from coverage under Code Section 409A as described in Treasury Regulation §1.409A-1(f)(2)(i), the provisions of Code Section 409A shall not apply. To the extent that an Other Service Provider uses an accrual method of accounting for a given taxable year, amounts deferred under the Plan in such taxable year shall not be subject to Code Section 409A and other applicable guidance thereunder, notwithstanding any provision of the Plan to the contrary.

2.23 Participant

"Participant" means:

(a) an Eligible Individual who meets the requirements of Section 3 and elects to make Compensation Deferrals pursuant to Section 4, or who receives Employer Contributions pursuant to subsection 4.3; or

(b) an Employee who, immediately prior to the Spin-Off Date, had an account under the Kraft Executive Deferred Compensation Plan ("KEDCP"), whose account was transferred to this Plan in connection with the Employee's transfer of employment from KFGI to Mondelēz Global LLC.

For purposes of paragraph (a), an election made by an Employee under the KEDCP with respect to Compensation earned during 2012, while the Employee was employed by KFGI, will be effective with respect to the Employee's Compensation earned during 2012 while the Employee is an Eligible Individual without the need to make new Compensation Deferrals for the year.

2.24 Participant Deferrals

"Participant Deferrals" means all amounts deferred by a Participant under this Plan, including Participant Compensation Deferrals, Participant Non-Performance Based Bonus, Deferrals, and Participant Performance-Based Bonus Deferrals.

2.25 Performance-Based Bonus

"Performance-Based Bonus" generally means Compensation where the amount of, or entitlement to, the compensation is contingent on the satisfaction of previously established organizational or individual performance criteria relating to a performance period of at least 12 consecutive months in which the Eligible Individual performs services, pursuant to rules described in Treas. Reg. § 1.409A-1(e).

2.26 Performance-Based Bonus Deferrals

"Performance-Based Bonus Deferrals" means the amounts credited to a Participant's Compensation Deferral Account from the Participant's Performance-Based Bonus pursuant to the Participant's election made in accordance with subsection 4.2.

2.27 Plan Year

"Plan Year" means each 12-month period specified in the Adoption Agreement, on the basis of which the Plan is administered.

2.28 Retirement

"Retirement" for purposes of this Plan, means the Participant's Termination Date, as defined in subsection 2.30, after attaining the age and/or service minimums with respect to Retirement or Early Retirement as designated by the Employer in the Adoption Agreement.

2.29 Spouse

"Spouse" means the person to whom a Participant is legally married under applicable state law at the earlier of the date of the Participant's death or the date payment of the Participant's benefits commenced.

2.30 Termination Date

"Termination Date" means the first day on which a Termination of Employment occurs.

2.31 Termination of Employment

"Termination of Employment" means (i) with respect to an Employee Participant, the Participant's separation from service (within the meaning of Section 409A of the Code and the regulations, notices and other guidance thereunder, including death or Disability) from the Employer, and any subsidiary or affiliate of the Employer as defined in Sections 414(b) and (c) of the Code; and (ii) with respect to any Other Service Provider, the expiration of all agreements to provide services to the Employer (for any reason, including death or Disability). A Termination of Employment shall occur as of the date that an Employee's or Other Service Provider's performance of bona-fide services for all related Employers is permanently reduced to a level less than 20% of the average level of services performed in the preceding 36-month period. However, the performance of bona-fide services at a level of 50% or more of the average level of services performed in the preceding 36-month period shall not be considered a Termination of Employment.

2.32 Valuation Date

"Valuation Date" means the last day of each Plan Year and any other date that the Employer, in its sole discretion, designates as a Valuation Date, as of which the value of an Investment Fund is adjusted for notional deferrals, contributions, distributions, gains, losses, or expenses.

SECTION 3. ELIGIBILITY AND PARTICIPATION

3.1 Eligibility

As of the Effective Date, each Eligible Individual shall be eligible to become a Participant by properly making a Deferral Election on a timely basis as described in Section 4, or, if applicable, by receiving an Employer Contribution under the Plan. A person who is subsequently determined to be an Eligible Individual may become a Participant by making a Deferral Election on a timely basis as described in Section 4 or, if applicable, by receiving an Employer Contribution under the Plan. Each Eligible Individual's decision to become a Participant by making a Deferral Election shall be entirely voluntary. The Employer may require the Participant to complete any necessary forms or other information as it deems necessary or advisable prior to permitting the Eligible Individual to commence participation in the Plan. Eligibility to defer amounts under the Plan in any one calendar year shall not confer the right to defer amounts for any subsequent year.

3.2 Cessation of Deferrals

If a Participant ceases to be an Eligible Individual, due to a Termination of Employment or for any other reason, no further Compensation Deferrals, Non-Performance-Based Bonus Deferrals, Performance-Based Bonus Deferrals, or other Employer Contributions shall be credited to the Participant's Accounts after the Participant's Termination Date or date the Participant ceases to be an Eligible Individual (or as soon as administratively feasible after the date the Participant ceases to be an Eligible Individual), unless he is subsequently determined to be an Eligible Individual by the Administrator. However, the balance credited to the Participant's Accounts shall continue to be adjusted for notional investment gains, losses, and expenses under the terms of the Plan and shall be distributed to him at the time and manner set forth in Section 9.

3.3 Eligibility for Employer Contributions

An Eligible Individual who has satisfied the requirements necessary to become a Participant with respect to Employer Contributions other than Matching Contributions as specified in the Adoption Agreement, shall be eligible to receive Employer Contributions described in subsection 4.3, if applicable.

SECTION 4. DEFERRALS AND CONTRIBUTIONS

4.1 Compensation Deferrals Other Than Performance-Based Bonus Deferrals

Each Plan Year, an Eligible Individual may elect to defer receipt of no less than the minimum and no greater than the maximum percentage or amount selected by the Employer in the Adoption Agreement with respect to each type of Compensation (other than Performance-Based Bonuses) earned with respect to pay periods beginning on and after the effective date of the election; provided, however, that Compensation earned prior to the date the Participant satisfies the eligibility requirements of Section 3 shall not be eligible for deferral under this Plan. Except as otherwise provided in this subsection, a Participant's Deferral Election for a Plan Year under this subsection must be made not later than December 31 of the preceding Plan Year (or such earlier date as determined by the Administrator) with respect to Compensation (other than Performance-Based Bonuses) earned in pay periods beginning on or after the following January 1 in accordance with rules established by the Administrator.

An Employee or Other Service Provider who first becomes an Eligible Individual with respect to this Plan or any other plan required to be aggregated with this Plan pursuant to Code Section 409A during a Plan Year (by virtue of a promotion, Compensation increase, commencement of employment with the Employer, execution of an agreement to provide services to an Employer, or any other reason) shall be provided enrollment documents (including Deferral Election forms) as soon as administratively feasible following such initial notification of eligibility. Such Eligible Individual must make his Deferral Elections within 30 days after first becoming an Eligible Individual, with respect to his Compensation earned on or after the effective date of the Deferral Election (provided, however, that if such Eligible Individual is participating in any other account balance plan maintained by the Employer or any member of the Employer's "controlled group" (as defined in subsections 414 (b) and (c) of the Code), such Eligible Individual must make his Compensation Deferral Election no later than December 31 of the preceding Plan Year (or such earlier date as determined by the Administrator), or he may not elect to make Compensation Deferrals for that initial Plan Year). If an Eligible Individual does not elect to make Compensation Deferrals during that initial 30-day period, he may not later elect to make Compensation Deferrals for that year under this subsection. The Eligible Individual's Deferral Election shall become irrevocable with respect to the current Plan Year after the 30-day period, except as otherwise provided in the Plan. In the event that an Eligible Individual first becomes eligible during a Plan Year with respect to which Fiscal Year Compensation is payable, such Eligible Individual must make his Fiscal Year Compensation Deferral Election on or before the end of the fiscal year of the Employer immediately preceding the first fiscal year in which any services are performed for which the Fiscal Year Compensation is payable. With regard to elections relating to Non-Performance Based Bonus Deferrals in which the initial deferral election is made in the first year of eligibility but after the beginning of the performance period, such election will apply only to Compensation paid for services performed after the election determined on a pro-rata basis in accordance with Treas. Reg. § 1.409A-2(a)(7)(i).

In the case of an Employee or Other Service Provider who is rehired (or who recommences providing services to an Employer as an Other Service Provider) after having previously been an Eligible Individual, the phrase "first becomes an Eligible Individual" in the first sentence of the preceding paragraph shall be interpreted to apply only where the Eligible

Individual either (i) previously received payment of his total Account balances under the Plan, and on or before the date of the last payment was not eligible to participate in this Plan or (ii) did not previously receive payment of his total Account balances under the Plan, but is rehired (or recommences providing services to an Employer as an Other Service Provider) at least 24 months after his last day as a previously Eligible Individual prior to again becoming such an Eligible Individual. In all other cases such rehired Employee or Other Service Provider may not elect to make Compensation Deferrals until the next date determined by the Administrator with respect to Compensation earned after the following January 1. Similarly, in the case of an Employee who recommences status as an Eligible Individual for any other reason after having previously lost his status as an Eligible Individual (due to Compensation fluctuations, transfer from an ineligible location or job classification, or otherwise), the phrase "first becomes an Eligible Individual" shall be interpreted to apply only where the Eligible Individual either: (i) previously received payment of his total Account balances under the Plan, and on or before the date of the last payment was not eligible to participate in this Plan, or (ii) did not previously receive payment of his total Account balances under the Plan, but regains his status as an Eligible Individual at least 24 months after his last day as a previously Eligible Individual prior to again becoming such an Eligible Individual. In all other cases such Re-Eligible Participant may not elect to make Compensation Deferrals until the next date determined by the Administrator with respect to Compensation earned after the following January 1.

An election to make Compensation Deferrals under this subsection 4.1 shall remain in effect through the last pay period commencing in the calendar year to which the election applies (except as provided in subsection 4.4), shall apply with respect to the applicable type of Compensation (other than Performance-Based Bonuses) to which the Deferral Election relates earned for pay periods commencing in the applicable calendar year to which the election applies while the Participant remains an Eligible Individual, and shall be irrevocable (provided, however, that a Participant making a Deferral Election under this subsection may change his election at any time prior to December 31 of the year preceding the year for which the Deferral Election is applicable, subject to rules established by the Administrator). If a Participant fails to make a Compensation Deferral election for a given Plan Year, such Participant's Compensation Deferral Election for that Plan Year shall be deemed to be zero; provided, however, that if the Employer has elected in the Adoption Agreement that a Participant's Compensation Deferral Election shall be "evergreen", then such Participant's Compensation Deferral Election shall be deemed to be identical to the most recent applicable Deferral Election on file with the Administrator with respect to the applicable type of Compensation; provided further that no In-Service Distribution shall be applicable to any amounts deferred in a year in which the Participant fails to make an affirmative election, and payment of such amounts for such year shall be made in accordance with his most recent election on file with the Administrator (if no election is on file, then such amounts shall be paid to him in a single lump sum).

Compensation Deferrals shall be credited to the Participant's Compensation Deferral Account as soon as administratively feasible after such amounts would have been payable to the Participant.

4.2 Performance-Based Bonus Deferrals

Each Plan Year, including the year of initial eligibility, an Eligible Individual may elect to defer receipt of no less than the minimum and no greater than the maximum percentage or amount selected by the Employer in the Adoption Agreement with respect to Performance-Based Bonuses earned with respect to the performance period for which the Performance-Based Bonus is earned. Except as otherwise provided in this subsection, a Participant's Performance-Based Bonus Deferral Election under this subsection must be made not later than six months (or such earlier date as determined by the Administrator) prior to the end of the performance period, provided such performance period is at least 12 months long, and provided that the Eligible Individual performed services continuously from a date no later than the date upon which the performance criteria are established through a date no earlier than the date upon which the Eligible Individual makes a Performance-Based Bonus Deferral Election; and further provided that in no event may an election to defer Performance-Based Bonuses be made after such Performance-Based Bonuses have become readily ascertainable as determined pursuant to Treasury Regulations §1.409A-2(a)(8).

An Employee or Other Service Provider who first becomes an Eligible Individual during a Plan Year (by virtue of a promotion, Compensation increase, commencement of employment with the Employer, execution of an agreement to provide services to an Employer, or any other reason) shall be provided enrollment documents (including Deferral Election forms) as soon as administratively feasible following such initial notification of eligibility; provided, however, that any Employee who transferred employment from KFGI as of the Spin-Off Date will not be considered a new employee as the result of the Spin-Off. Such Eligible Individual must make his Performance-Based Bonus Deferral Election within 30 days after first becoming an Eligible Individual; provided, however, that if such Eligible Individual is participating in any other account balance plan maintained by the Employer or any member of the Employer's "controlled group" (as defined in subsections 414(b) and (c) of the Code), such Eligible Individual must make his Performance-Based Bonus Deferral Election no later than six months (or such earlier date as determined by the Administrator) prior to the end of the performance period, or he may not elect to make Performance-Based Bonus Deferrals for such initial Plan Year. In the case of a Deferral Election in the first year of eligibility that is made after the beginning of the Performance-Based Bonus performance period, the Deferral Election will apply to the portion of the Performance-Based Bonus equal to the total amount of the Performance-Based Bonus for the performance period multiplied by the ratio of the number of days remaining in the performance period after the effective date of the Deferral Election over the total number of days in the Performance Period. If an Eligible Individual does not elect to make a Performance-Based Bonus Deferral during that initial 30-day period, he may not later elect to make a Performance-Based Bonus Deferral for that performance period under this subsection. Rules relating to the timing of elections to make a Performance-Based Bonus Deferral with respect to an Employee or Other Service Provider who becomes an Eligible Individual (due to rehire or other similar event) after having previously been an Eligible Individual shall be applied in the same manner as the rules described applicable to rehired and other Re-Eligible Participants in subsection 4.1 above.

An election to make Performance-Based Bonus Deferrals under this subsection 4.2 shall remain in effect through the end of the performance period to which the election applies (except as provided in subsection 4.4), and shall be irrevocable (provided, however, that a Participant

making a Performance-Based Bonus Deferral Election under this subsection may change his election at any time prior to the first day of the six-month period ending on the last day of the performance period for which the Performance-Based Bonus Deferral Election is applicable, subject to rules established by the Administrator). If a Participant fails to make a Performance-Based Bonus Deferral Election for a given performance period, such Participant's Performance-Based Bonus Deferral Election for that performance period shall be deemed to be zero; provided, however, that if the Employer has elected in the Adoption Agreement that a Participant's Performance-Based Deferral Election shall be "evergreen", then such Participant's Performance-Based Bonus Deferral Election shall be deemed to be identical to the most recent applicable Performance-Based Bonus Deferral Election on file with the Administrator; provided, however, that no In-Service Distribution shall be applicable to any amounts deferred in a year in which the Participant fails to make an affirmative election, and payment of such amounts for such year shall be made in accordance with his most recent election on file with the Administrator (if no election is on file, then such amounts shall be paid to him in a single lump sum).

Performance-Based Bonus Deferrals shall be credited to the Participant's Compensation Deferral Account as soon as administratively feasible after such amounts would have been payable to the Participant.

4.3 Other Employer Contributions

To the extent that the Employer has elected, pursuant to the Adoption Agreement, to make Employer Contributions such contributions shall be credited to such Participants' Employer Contributions Accounts as of a date determined to be administratively feasible by the Administrator.

4.4 No Election Changes during Plan Year

A Participant shall not be permitted to change or revoke his Deferral Elections (except as otherwise described in subsections 4.1 and 4.2), except that, if a Participant's status changes such that he becomes ineligible for the Plan, the Participant's Deferrals under the Plan shall cease as described in subsection 3.2 **.** Notwithstanding the foregoing, in the event the Employer maintains a qualified plan designed to comply with the requirements of Code Section 401(k) that requires the cessation of all deferrals in the event of a hardship withdrawal under such plan, the Participant's Deferrals under this Plan shall cease as soon as administratively feasible upon notification to the Administrator that the participant has taken such a hardship withdrawal. Notwithstanding the foregoing, if the Employer has elected in the Adoption Agreement to permit unforeseeable emergency withdrawals pursuant to subsection 9.8, the Participant's Deferrals under this Plan shall cease as soon as administratively feasible upon approval by the Administrator of a Participant's properly submitted request for an unforeseeable emergency withdrawal under subsection 9.8.

4.5 Crediting of Deferrals

The amount of deferrals pursuant to subsections 4.1 and 4.2 shall be credited to the Participant's Accounts as of a date determined to be administratively feasible by the Administrator.

4.6 Reduction of Deferrals or Contributions

Any Participant Deferrals or Employer Contributions to be credited to a Participant's Account under this Section may be reduced by an amount equal to the Federal or state income, payroll, or other taxes required to be withheld on such deferrals or contributions or to satisfy any necessary employee welfare plan contributions. A Participant shall be entitled only to the net amount of such deferral or contribution (as adjusted from time to time pursuant to the terms of the Plan). The Administrator may limit a Participant's Deferral Election if, as a result of any election, a Participant's Compensation from the Employer would be insufficient to cover taxes, withholding, and other required deductions applicable to the Participant.

SECTION 5. NOTIONAL INVESTMENTS

5.1 Investment Funds

The Employer may designate, in its discretion, one or more Investment Funds for the notional investment of Participants' Accounts. The Employer, in its discretion, may from time to time establish new Investment Funds or eliminate existing Investment Funds. The Investment Funds are for recordkeeping purposes only and do not allow Participants to direct any Employer assets (including, if applicable, the assets of any trust related to the Plan). Each Participant's Accounts shall be adjusted pursuant to the gains, losses and expenses experienced by the Participant's notional investment elections made in accordance with this Section 5, except as otherwise determined by the Employer or Administrator in their sole discretion. The availability of an Investment Fund shall not give, or be deemed for any purpose to give, a Participant an interest in any asset or investment held by the Employer for any purpose.

5.2 Investment Fund Elections

The Employer shall have full discretion in the direction of notional investments of Participants' Accounts under the Plan; provided, however, that if the Employer so elects in the Adoption Agreement, each Participant may elect from among the Investment Funds for the notional investment of such of his Accounts as are permitted under the Adoption Agreement from time to time in accordance with procedures established by the Employer. The Administrator, in its discretion, may adopt (and may modify from time to time) such rules and procedures as it deems necessary or appropriate to implement the notional investment of the Participant's Accounts. Such procedures may differ among Participants or classes of Participants, as determined by the Employer or the Administrator in its discretion. The Employer or Administrator may limit, delay or restrict the notional investment of certain Participants' Accounts, or restrict allocation or reallocation into specified notional investment options, in accordance with rules established in order to comply with Employer policy and applicable law, to minimize regulated filings and disclosures, or under any other circumstances in the discretion of the Employer. Any deferred amounts subject to a Participant's investment election that must be so limited, delayed or restricted under such circumstances may be notionally invested in an Investment Fund designated by the Administrator, or may be credited with earnings at a rate determined by the Administrator, which rate may be zero. A Participant's notional investment election shall remain in effect until later changed in accordance with the rules of the Administrator. If a Participant does not make a notional investment election, all deferrals by the Participant and contributions on his behalf will be deemed to be notionally invested in the Investment Fund designated by the Employer for such purpose, or, at the Employer's election, may remain uninvested until such time as the Administrator receives proper direction, or may be credited with earnings at a rate determined by the Administrator or Employer, which rate may be zero.

5.3 Investment Fund Transfers

A Participant may elect that all or a part of his notional interest in an Investment Fund shall be transferred to one or more of the other Investment Funds. A Participant may make such notional Investment Fund transfers in accordance with rules established from time to time by the Employer or the Administrator, and in accordance with subsection 5.2.

SECTION 6. ACCOUNTING

6.1 Individual Accounts

Bookkeeping Accounts shall be maintained under the Plan in the name of each Participant, as applicable, along with any subaccounts under such Accounts deemed necessary or advisable from time to time, including a subaccount for each Plan Year that a Participant's Deferral Election is in effect. Each such subaccount shall reflect the amount of the Participant's Deferral during that year, any Employer Contributions credited during that year, and the notional gains, losses, expenses, appreciation and depreciation attributable thereto.

Rules and procedures may be established by the Administrator relating to the maintenance, adjustment, and liquidation of Participants' Accounts, the crediting of deferrals and contributions and the notional gains, losses, expenses, appreciation, and depreciation attributable thereto, as are considered necessary or advisable.

6.2 Adjustment of Accounts

Pursuant to rules established by the Employer, Participants' Accounts will be adjusted on each Valuation Date, except as provided in Section 9, to reflect the notional value of the various Investment Funds as of such date, including adjustments to reflect any deferrals and contributions, notional transfers between Investment Funds, and notional gains, losses, expenses, appreciation, or depreciation with respect to such Accounts since the previous Valuation Date. The "value" of an Investment Fund at any Valuation Date may be based on the fair market value of the Investment Fund, as determined by the Administrator in its sole discretion.

6.3 Accounting Methods

The accounting methods or formulae to be used under the Plan for purposes of monitoring Participants' Accounts, including the calculation and crediting of notional gains, losses, expenses, appreciation, or depreciation, shall be determined by the Administrator in its sole discretion. The accounting methods or formulae selected by the Administrator may be revised from time to time.

6.4 Statement of Account

At such times and in such manner as determined by the Administrator, but at least annually, each Participant will be furnished with a statement reflecting the condition of his Accounts.

SECTION 7. VESTING

A Participant shall be fully vested at all times in his Compensation Deferral Account. A Participant shall be vested in his Employer Contributions in accordance with the vesting schedule elected by the Employer under the Adoption Agreement. Vesting Years of Service shall be determined in accordance with the election made by the Employer in the Adoption Agreement. Amounts in a Participant's Accounts that are not vested upon the Participant's Termination Date ("forfeitures") shall be used to reinstate amounts previously forfeited by other Participants who are subsequently rehired, or shall be returned to the Employer, in the discretion of the Employer or the Administrator.

If a Participant has a Termination Date with the Employer as a result of the Participant's Misconduct (as defined by the Employer in the Adoption Agreement), or if the Participant engages in Competition with the Employer (as defined by the Employer in the Adoption Agreement), and the Employer has so elected in the Adoption Agreement, the Participant shall forfeit all amounts allocated to his or her Employer Contribution Accounts (if applicable) regardless of whether the Participant was vested in the amounts being forfeited, the Administrator shall determine whether a Participant has been terminated as a result of Misconduct or has engaged in Competition, at the Administrator's sole discretion. Such forfeitures shall be returned to the Employer.

Neither the Administrator nor the Employer guarantee the Participant's Account balance from loss or depreciation. Notwithstanding any provision of the Plan to the contrary, the Participant's Account balance is subject to Section 8.

Vesting Years of Service in the event of the rehire of a Participant shall be reinstated, and amounts previously forfeited by such Participants shall be reinstated from forfeitures made by other Participants, or shall be reinstated by the Employer.

SECTION 8. FUNDING

No Participant or other person shall acquire by reason of the Plan any right in or title to any assets, funds, or property of the Employer whatsoever, including, without limiting the generality of the foregoing, any specific funds, assets, or other property of the Employer. Benefits under the Plan are unfunded and unsecured. A Participant shall have only an unfunded, unsecured right to the amounts, if any, payable hereunder to that Participant. The Employer's obligations under this Plan are not secured or funded in any manner, even if the Employer elects to establish a trust with respect to the Plan. Even though benefits provided under the Plan are not funded, the Employer may establish a trust to assist in the payment of benefits. All investments under this Plan are notional and do not obligate the Employer (or its delegates) to invest the assets of the Employer or of any such trust in a similar manner.

SECTION 9. DISTRIBUTION OF ACCOUNTS

9.1 Distribution of Accounts

With respect to any Participant who has a Termination Date that precedes his Retirement date, an amount equal to the Participant's vested Account balances shall be distributed to the Participant (or, in the case of the Participant's death, to the Participant's Beneficiary), in the form of a single lump sum payment. With respect to any Participant who has a Termination Date on or after his Retirement date, an amount equal to the Participant's Employer Contribution Account shall be distributed to the Participant (or, in the case of the Participant's death, to the Participant's Beneficiary) in the form of a single lump sum payment; in addition, an amount equal to such Participant's vested Accounts other than his Employer Contributions Account shall be distributed to the Participant (or, in the case of the Participant's death, to the Participant's Beneficiary) in the form of a single lump sum payment or in the form of installment payments as designated by the Employer in the Adoption Agreement and elected by the Participant in accordance with subsection 9.2. Subject to subsection 9.3 hereof, distribution of a Participant's Accounts in a lump sum shall be made within the 90-day period following the Participant's Termination Date (provided, however, that if calculation of the amount of the payment is not administratively practicable due to events beyond the control of the Participant, the payment will be made as soon as administratively practicable for the Administrator to make such payment). Notwithstanding any provision of the Plan to the contrary, for purposes of this subsection, a Participant's Accounts shall be valued as of a Valuation Date as soon as administratively feasible preceding the date such distribution is made, in accordance with rules established by the Administrator. A Participant's Accounts may be offset by any amounts owed by the Participant to the Employer, but such offset shall not occur in excess of or prior to the date distribution of the amount would otherwise be made to the Participant and shall otherwise meet the offset requirements of Treas. Reg. § 1.409A-3(j)(4)(xiii).

Notwithstanding the foregoing, to the extent designated by the Employer in the Adoption Agreement, a Participant may elect, in accordance with this subsection, a distribution date for his Compensation Deferral Accounts that is prior to his Termination Date (an "In-Service Distribution"). A Participant's election of an In-Service Distribution date must: (i) be made at the time of his Deferral Election for a Plan Year; and (ii) apply only to amounts deferred pursuant to that election, and any earnings, gains, losses, appreciation, and depreciation credited thereto or debited therefrom with respect to such amounts. To the extent permitted by the Employer, a Participant may elect an In-Service Distribution date with respect to Performance-Based Bonus Deferrals that is separate from an In-Service Distribution date with respect to Compensation Deferrals other than Performance-Based Bonus Deferrals for the same year, provided that the applicable In-Service Distribution date may not be earlier than the number of years designated by the Employer in the Adoption Agreement following the year in which the applicable Compensation would have been paid absent the deferral, or as further determined or limited in accordance with rules established by the Administrator. Payments made pursuant to an In-Service Distribution election shall be made in a lump sum or installments, to the extent permitted by the Employer and elected by the Participant in accordance with the terms of the Plan. Each such payment shall be made as soon as administratively feasible following January 1 of the calendar year in which the payment was elected to be made, but in no event later than the end of the calendar year in which the payment was elected to be made (provided, however, that if

calculation of the amount of the payment is not administratively practicable due to events beyond the control of the Participant, the payment will be made as soon as administratively practicable for the Administrator to make such payment). For purposes of such payment, the value of the Participant's Accounts for the applicable Plan Year shall be determined as of a Valuation Date preceding the date that such distribution is made, in accordance with rules established by the Administrator. In the event a Participant's Termination Date occurs (or, if elected by the Employer in the Adoption Agreement, in the event a Change in Control of the Employer occurs) prior to the date the Participant had previously elected to have an In-Service Distribution payment made to him, such amount shall be paid to the Participant under the rules applicable for payment on Termination of Employment in accordance with this subsection 9.1 and subsection 9.2. No In-Service Distribution shall be applicable to any amounts deferred in a year in which the Participant fails to make an affirmative election, and payment of such amounts for such year shall be made in accordance with his most recent election on file with the Administrator (if no election is on file, then such amounts shall be paid to him in a single lump sum).

To the extent elected by the Employer in the Adoption Agreement, Participants whose Termination Date has not yet occurred may elect to defer payment of any In-Service Distribution, provided that such election is made in accordance with procedures established by the Administrator, and further provided that any such election must be made no later than 12 calendar months prior to the originally elected In-Service Distribution Date. Participants may elect any deferred payment date, but such date must be no fewer than five years from the original In-Service Distribution Date.

9.2 Installment Distributions

A Participant who has a Termination Date on or after his Retirement date may, to the extent elected by the Participant in accordance with this subsection 9.2, receive payments from his Accounts other than his Employer Contribution Account in the form of a single lump sum, as described in Section 9.1, or in annual installments over a period permitted under the Adoption Agreement. To the extent a Participant fails to make an election, the Participant shall be deemed to have elected to receive his distribution for that Plan Year in the form of a single lump sum. To the extent permitted by the Employer in the Adoption Agreement, a Participant may make a separate election with respect to his Performance-Based Bonus Deferrals for each year (as adjusted for gains and losses thereon) that provides for a different method of distribution from the method of distribution he elects with respect to his Compensation Deferrals (as adjusted for gains and losses thereon) for that year.

(a) Installment Elections . A Participant will be required to make his distribution election prior to the commencement of each calendar year (or, in the event of an election with respect to Performance-Based Bonuses, prior to six months before the end of the applicable performance period), or such earlier date as determined by the Administrator.

(b) Installment Payments . The first installment payment shall generally be made within the 90-day period following the Participant's Termination Date (provided, however, that if calculation of the amount of the payment is not administratively practicable due to events beyond the control of the Participant, the payment will

be made as soon as administratively practicable for the Administrator to make such payment). Succeeding payments shall generally be made by January 1 of each succeeding calendar year, but in no event later than the end of each succeeding calendar year (provided, however, that if calculation of the amount of the payment is not administratively practicable due to events beyond the control of the Participant, the payment will be made as soon as administratively practicable for the Administrator to make such payment). The amount to be distributed in each installment payment shall be determined by dividing the value of the Participant's Accounts as of a Valuation Date preceding the date of each distribution by the number of installment payments remaining to be made, in accordance with rules established by the Administrator. In the event of the death of the Participant prior to the full payment of his Accounts, payments will continue to be made to his Beneficiary in the same manner and at the same time as would have been payable to the Participant, but substituting the Participant's date of death for the Participant's Retirement Date.

To the extent elected by the Employer in the Adoption Agreement, Participants who have elected payment in installments may make a subsequent election to elect payment of that amount in the form of a lump sum, if payment of installments with respect to that year's deferrals has not yet commenced. Such election must be made in accordance with procedures established by the Administrator, and any such election must be made to take effect no later than 12 calendar months prior to the originally elected payment date of the first installment. The new payment date for the installment with respect to which such election is made must be deferred to the later of: (i) five years from the date such payment would otherwise have been made, or (ii) the last payment date of the last installment with respect to that year's deferrals. To the extent elected by the Employer in the Adoption Agreement, Participants who have elected payment in installments may make a subsequent election to change the number of such installment payments so long as no acceleration of distribution payments (within the meaning of Code Section 409A) occurs (but no fewer than the minimum number, and not to exceed the maximum number of installments elected by the Employer in the Adoption Agreement), if payment of installments with respect to that year's Deferral Elections has not yet commenced. Such election must be made in accordance with procedures established by the Administrator, and any such election must be made and take effect no later than 12 calendar months prior to the originally elected payment date of the first installment. The new payment date for any installment with respect to which such election is made must be deferred for a period of not less than five years from the date such payment would otherwise have been made. In the event payment has been elected by the Participant in the form of installments (to the extent elected by the Employer in the Adoption Agreement), each installment payment shall be considered a separately identifiable payment. In the event payment has been elected by the Participant in the form of a lump sum (or in the event payment shall be made to the Participant in the form of a lump sum under the terms of the Plan in the absence of or in lieu of the Participant's election), then the lump sum form shall be deemed to be a separately identifiable form of payment, and the Participant may make a subsequent deferral election to elect payment of that amount in the form of installments (to the extent elected by the Employer in the Adoption Agreement) in accordance with the procedures described above for changing installment payment elections. Participants will be permitted to make such a change only once with respect to any year's Deferral Elections.

9.3 Key Employees

Notwithstanding anything herein to the contrary, and subject to Code Section 409A, distribution under this Section 9 shall not be made or commence as a result of the Participant's Termination Date to any Participant who is a key employee (defined below) before the date that is not less than six months after the Participant's Termination Date (or, if earlier, the date of death of the Employee). For this purpose, a key employee includes a "specified employee" (as defined in Treas. Reg. § 1.409A-1(i)) during the entire 12-month period determined by the Administrator ending with the annual date upon which key employees are identified by the Administrator, and also including any Employee identified by the Administrator in good faith with respect to any distribution as belonging to the group of identified key employees, to a maximum of 200 such key employees, regardless of whether such Employee is subsequently determined by the Employer, any governmental agency, or a court not to be a key employee. In the event amounts are payable to a key employee in installments in accordance with subsection 9.2, the first installment shall be delayed by six months, with all other installment payments payable as originally scheduled. To the extent not otherwise designated by the Employer in a separate document forming a part of the Plan applicable to all its nonqualified deferred compensation plans, the identification date for determining the Employer's key employees is each December 31 (and the new key employee list is updated and effective each subsequent April 1). To the extent not otherwise designated by the Employer in a separate document forming a part of the Plan, the definition of compensation used to determine key employee status shall be determined under Treas. Reg. § 1.415(c)-2(a). This subsection 9.3 is applicable only with respect to companies whose stock is publicly traded on an "established securities market" (as defined in Treas. Reg. § 1.409A-1(k)), and is not applicable to privately held companies unless and until such companies become publicly traded pursuant to the provisions of Code Section 409A.

9.4 Mandatory Cash-Outs of Small Amounts

If the value of a Participant's total Accounts, (when combined with the account balances of all plans required to be aggregated with the Plan under Code Section 409A) at his Termination Date (or his death), or at any time thereafter, is equal to or less than such amount as stated in the Adoption Agreement (which amount shall not exceed the limit described in Section 402(g)(1)(B) of the Code), the Accounts will be paid to the Participant (or, in the event of his death, his Beneficiary) in a single lump sum, notwithstanding any election by the Participant otherwise. Payments made under this subsection 9.4 on account of the Participant's Termination Date shall be made within the 90-day period following the Participant's Termination Date (provided, however, that if calculation of the amount of the payment is not administratively practicable due to events beyond the control of the Participant, the payment will be made as soon as administratively practicable for the Administrator to make such payment) and shall result in the termination and liquidation of the entirety of the Participant's interest in the Plan.

9.5 Designation of Beneficiary

Each Participant from time to time may designate any individual, trust, charity or other person or persons to whom the value of the Participant's Accounts (plus any applicable Survivor Benefit, if elected by the Employer in the Adoption Agreement) will be paid in the event the

Participant dies before receiving the value of all of his Accounts. A Beneficiary designation must be made in the manner required by the Administrator for this purpose. Primary and secondary Beneficiaries are permitted. A married participant designating a Beneficiary other than his Spouse must obtain the consent of his Spouse to such designation (in accordance with rules determined by the Administrator). Payments to the Participant's Beneficiary(ies) shall be made in accordance with subsection 9.1, 9.2 or 9.4, as applicable, after the Administrator has received proper notification of the Participant's death.

A Beneficiary designation will be effective only when the Beneficiary designation is received by the Administrator while the Participant is alive, and a subsequent Beneficiary designation will cancel all of the Participant's Beneficiary designations previously filed with the Administrator. Any designation or revocation of a Beneficiary shall be effective when it is received by the Administrator. Once received, such designation shall be effective as of the date the designation was executed, but without prejudice to the Administrator on account of any payment made before the change is recorded by the Administrator. If a Beneficiary dies before the entire payment of the Participant's Accounts have been made, the Participant's Accounts shall be distributed in accordance with the Participant's Beneficiary designation or pursuant to rules established by the Administrator. If a deceased Participant failed to designate a Beneficiary, or if the designated Beneficiary predeceases the Participant, the value of the Participant's Accounts shall be payable to the Participant's Spouse or, if there is none, to the Participant's estate, or in accordance with such other equitable procedures as determined by the Administrator.

For purposes of this Section 9.6, any valid beneficiary designation in effect for a Participant under the KEDCP will be transferred to this Plan and apply unless and until subsequently superseded in accordance with the Plan provisions.

9.6 Reemployment

If a former Participant is rehired by an Employer, the Employer or any affiliate or subsidiary of the Employer described in Section 414(b) and (c) of the Code, regardless of whether he is rehired as an Eligible Individual (with respect to an Employee Participant), any payments being made to such Participant hereunder by virtue of his previous Termination Date shall continue to be made to him without regard to such rehire. If a former Participant is rehired by the Employer (with respect to an Employee Participant), and any payments to be made to the Participant by virtue of his previous Termination Date have not been made or commenced, any payments being made to such Participant hereunder by virtue of his previous Termination Date shall continue to be made to him without regard to such rehire or return to service. See subsections 4.1 and 4.2 of the Plan for special rules applicable to deferral elections for rehired or Re-Eligible Participants.

9.7 Special Distribution Rules

Except as otherwise provided herein and in Section 12, Account balances of Participants in this Plan shall not be distributed earlier than the applicable date or dates described in this Section 9. Notwithstanding the foregoing, in the case of payments: (i) the deduction for which would be limited or eliminated by the application of Section 162(m) of the Code; (ii) that would

violate securities or other applicable laws; (iii) that would violate loan covenants or other contractual terms to which an Employer is a party, but only where such a violation would result in jeopardizing the ability of the Employer to continue as a going concern, deferral of such payments may be made by the Employer at the Employer's discretion. In the case of a payment described in (i) above, the payment must be deferred either to a date in the first year in which the Employer or Administrator reasonably anticipates that a payment of such amount would not result in a limitation of a deduction with respect to the payment of such amount under Section 162(m), or, if later, the period which begins on the Participant's Termination Date and ends on the 15th day of the third month following the Termination Date. In the case of a payment described in (ii) or (iii) above, payment will be made in the first calendar year in which the Employer or Administrator reasonably anticipates that the violation would not result in material harm to an Employer, or the payment would not result in a violation of securities or other applicable laws. Payments intended to pay employment taxes or payments made as a result of income inclusion of an amount in a Participant's Accounts as a result of a failure to satisfy Section 409A of the Code shall be permitted at the Employer or Administrator's discretion at any time and to the extent provided in Treasury Regulations under Section 409A of the Code and IRS Notice 2005-1, Q&A-15, and any applicable subsequent guidance. "Employment taxes" shall include Federal Income Contributions Act (FICA) tax imposed under Sections 3101 and 3121(v)(2) of the Code on compensation deferred under the Plan (the "FICA Amount"), the income tax imposed under Section 3401 of the Code on the FICA Amount, and to pay the additional income tax under Section 3401 of the Code attributable to the pyramiding Section 3401 wages and taxes. A distribution may be accelerated as may be necessary to comply with certain federal, state, local, or foreign conflict of interest rules. With respect to a subchapter S corporation, a distribution may be accelerated to avoid a nonallocation year under Code Section 409(p) with respect to a subchapter S corporation in the discretion of the Employer or Administrator, provided that the amount distributed does not exceed 125 percent of the minimum amount of distribution necessary to avoid the occurrence of a nonallocation year, in accordance with Treas. Reg. §1.409A-3(j)(4)(x).

9.8 Distribution on Account of Unforeseeable Emergency

If elected by the Employer in the Adoption Agreement, if a Participant or Beneficiary incurs a severe financial hardship of the type described below, he may request an unforeseeable emergency distribution, provided that the withdrawal is necessary to satisfy the emergency needs of the Participant or Beneficiary. To the extent elected by the Employer in the Adoption Agreement, the ability to apply for an unforeseeable emergency distribution may be restricted to Participants whose Termination Date has not yet occurred. Such a distribution shall not exceed the amount required (including anticipated taxes on the distribution) to meet the emergency financial need and not reasonably available from other resources of the Participant (including reimbursement or compensation by insurance, cessation of deferrals under this Plan for the remainder of the Plan Year, and liquidation of the Participant's assets, to the extent liquidation itself would not cause severe financial hardship). Each such request for distribution due to an unforeseen emergency shall be made at such time and in such manner as the Administrator shall determine, and shall be effective in accordance with such rules as the Administrator shall establish and publish from time to time. An unforeseeable emergency is a severe financial hardship to the Participant resulting from:

(a) Medical expenses resulting from a sudden unexpected illness or accident incurred by the Participant, his Spouse, his Beneficiary, or his dependents (as defined in Code Section 152(a) without regard to section 152(b)(1), (b)(2), and (d)(1)(B));

(b) Uninsured casualty loss pertaining to property owned by the Participant.

(c) Other similar extraordinary and unforeseeable circumstances involving an uninsured loss arising from an event beyond the control of the Participant.

Withdrawals of amounts under this subsection shall be paid to the Participant in a lump sum as soon as administratively feasible following receipt of the appropriate forms and information required by and acceptable to the Administrator.

9.9 Distribution upon Change in Control

In the event of the occurrence of a Change in Control of the Employer or a member of the Employer's controlled group (as designated by the Employer in the Adoption Agreement, and to the extent certified by the Administrator that a Change in Control has occurred), distributions shall be made to Participants to the extent elected by the Employer in the Adoption Agreement, in the form elected by the Participants as if a Termination Date had occurred with respect to each Participant, or as otherwise specified by the Employer in the Adoption Agreement. The Change in Control must relate to either: (i) the corporation for whom the Participant is performing services at the time of the Change in Control event; (ii) the corporation that is liable for the payment from the Plan to the Participant (or all corporations so liable if more than one corporation is liable), if the compensation provided hereunder is attributable to the performance of services for the corporation or there is a bona-fide business purpose for such corporation to be liable for payment hereunder, other than the avoidance of Federal income tax; (iii) a corporation that is a majority shareholder of a corporation described in (i) or (ii) above; or (iv) any corporation in a chain of corporations in which each such corporation is a majority shareholder of another corporation in the chain, ending in a corporation described in (i) or (ii) above, as elected by the Employer in the Adoption Agreement. A "majority shareholder" for these purposes is a shareholder owning more than 50% of the total fair market value and total voting power of such corporation. The attribution rules described in section 318(a) of the Code and Treasury Regulations §1.409A-3(i)(5)(iii) apply to determine stock ownership for purposes of this Section 9.9. If plan payments are made on account of a Change in Control and are calculated by reference to the value of the Employer's stock, such payments shall be completed not later than 5 years after the Change in Control event. To the extent designated by the Employer in the Adoption Agreement, the Change in Control shall occur upon: (i) the acquisition of 20% or more of the outstanding voting securities of the Employer by another entity or group; excluding, however, the following: (1) any acquisition by the Employer or any of its affiliates; (2) any acquisition by an employee benefit plan or related trust sponsored or maintained by the Employer or any of its affiliates; or (3) any acquisition pursuant to a merger or consolidation described in clause (iii) of this definition; (ii) during any consecutive 24 month period, persons who constitute the Board at the beginning of such period cease to constitute at least 50% of the Board; provided that each new Board member who is approved by a majority of the directors who began such 24 month period shall be deemed to have been a member of the Board at the beginning of such 24 month period; (iii) the consummation of a merger or

consolidation of the Employer with another company, and the Employer is not the surviving company; or, if after such transaction, the other entity owns, directly or indirectly, 50% or more of the outstanding voting securities of the Employer; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Employer immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity resulting from such transaction (including, without limitation, an entity which as a result of such transaction owns the Employer either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Employer; or (iv) the consummation of a plan of complete liquidation of the Employer or the sale or disposition of all or substantially all of the Employer's assets, other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Employer immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring the Employer's assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Employer.

For avoidance of doubt, Kraft Foods Inc.'s Spin-Off of KFGI does not constitute a Change in Control for purposes of this Plan.

9.10 Supplemental Survivor Death Benefit

A supplemental survivor death benefit shall be paid to the Beneficiary of an eligible Participant who has satisfied the following criteria prior to his death:

(a) The Participant is eligible to participate in the Plan and, at the time of his death, had a current Account balance (regardless of whether or not the Participant actually was making Compensation Deferrals at the time of his death);

(b) The Participant was an active Employee with the Employer at the time of his death;

(c) The Participant completed and submitted an insurance application to the Administrator; and

(d) The Employer subsequently purchased an insurance policy on the life of the Participant, with a death benefit payable, which policy is in effect at the time of the Participant's death.

Notwithstanding any provision of this Plan or any other document to the contrary, the supplemental survivor death benefit payable pursuant to this Subsection 9.10 shall be paid only if an insurance policy has been issued on the Participant's life and such policy is in force at the time of the Participant's death and the Employer shall have no obligation with respect to the payment of the supplemental survivor death benefit, or to maintain an insurance policy for any Participants.

SECTION 10. GENERAL PROVISIONS

10.1 Interests Not Transferable

Except with respect to the transfer of Plan liabilities in connection with a corporate transaction in which the Employee is not deemed to have separated from service, the interests of persons entitled to benefits under the Plan are not subject to their debts or other obligations and, except as may be required by the tax withholding provisions of the Code or any state's income tax act, may not be voluntarily or involuntarily sold, transferred, alienated, assigned, or encumbered.

10.2 Employment Rights

The Plan does not constitute a contract of employment, and participation in the Plan shall not give any Employee neither the right to be retained in the employ of an Employer, nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan. The Employer expressly reserves the right to discharge any Employee at any time.

10.3 Litigation by Participants or Other Persons

If a legal action begun against the Administrator or a former Administrator, an Employer, or any person or persons to whom an Employer or the Administrator has delegated all or part of its duties hereunder, by or on behalf of any person results adversely to that person, or if a legal action arises because of conflicting claims to a Participant's or other person's benefits, the cost to the Administrator or former Administrator, the Employer or any person or persons to whom the Employer or the Administrator has delegated all or part of its duties hereunder of defending the action shall be charged to the extent permitted by law to the sums, if any, which were involved in the action or were payable to the Participant or other person concerned.

10.4 Indemnification

To the extent permitted by law, the Employer shall indemnify the Administrators, and any other Employee or member of the Board with duties under the Plan, against losses and expenses (including any amount paid in settlement) reasonably incurred by such person in connection with any claims against such person by reason of such person's conduct in the performance of duties under the Plan, except in relation to matters as to which such person has acted fraudulently or in bad faith in the performance of duties. Notwithstanding the foregoing, the Employer shall not indemnify any person for any expense incurred through any settlement or compromise of any action unless the Employer consents in writing to the settlement or compromise.

10.5 Evidence

Evidence required of anyone under the Plan may be by certificate, affidavit, document, or other information which the person acting on it considers pertinent and reliable, and signed, made, or presented by the proper party or parties.

10.6 Waiver of Notice

Any notice required under the Plan may be waived by the person entitled to such notice.

10.7 Controlling Law

Except to the extent superseded by laws of the United States, the laws of the state indicated by the Employer in the Adoption Agreement shall be controlling in all matters relating to the Plan.

10.8 Severability

In case any provision of the Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if such illegal and invalid provision had never been set forth in the Plan.

10.9 Action by the Employer or the Administrator

Any action required or permitted to be taken by the Employer under the Plan shall be by resolution of its Board of Directors (which term shall include any similar governing body for any Employer that is not a corporation), by resolution or other action of a duly authorized committee of its Board of Directors, or by action of a person or persons authorized by resolution of its Board of Directors or such committee. Any action required or permitted to be taken by the Administrator under the Plan shall be by resolution or other action of the Administrator or by a person or persons duly authorized by the Administrator.

Headings and Captions

The headings and captions contained in this Plan are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge, or describe the scope or intent of the Plan, nor in any way shall affect the construction of any provision of the Plan.

10.10 Gender and Number

Where the context permits, words in the masculine gender shall include the feminine and neuter genders, the singular shall include the plural, and the plural shall include the singular.

10.11 Examination of Documents

Copies of the Plan and any amendments thereto are on file at the office of the Employer where they may be examined by any Participant or other person entitled to benefits under the Plan during normal business hours.

10.12 Elections

Each election or request required or permitted to be made by a Participant (or a Participant's Spouse or Beneficiary) shall be made in accordance with the rules and procedures established by the Employer or Administrator and shall be effective as determined by the Administrator. The Administrator's rules and procedures may address, among other things, the method and timing of any elections or requests required or permitted to be made by a Participant (or a Participant's Spouse or Beneficiary). All elections under the Plan shall comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended ("USERRA").

10.13 Manner of Delivery

Each notice or statement provided to a Participant shall be delivered in any manner established by the Administrator and in accordance with applicable law, including, but not limited to, electronic delivery.

10.14 Facility of Payment

When a person entitled to benefits under the Plan is a minor, under legal disability, or is in any way incapacitated so as to be unable to manage his financial affairs, the Administrator may cause the benefits to be paid to such person's guardian or legal representative. If no guardian or legal representative has been appointed, or if the Administrator so determines in its sole discretion, payment may be made to any person as custodian for such individual under any applicable state law, or to the legal representative of such person for such person's benefit, or the Administrator may direct the application of such benefits for the benefit of such person. Any payment made in accordance with the preceding sentence shall be a full and complete discharge of any liability for such payment under the Plan.

10.15 Missing Persons

The Employer and the Administrator shall not be required to search for or locate a Participant, Spouse, or Beneficiary. Each Participant, Spouse, and Beneficiary must file with the Administrator, from time to time, in writing the Participant's, Spouse's, or Beneficiary's post office address and each change of post office address. Any communication, statement, or notice addressed to a Participant, Spouse, or Beneficiary at the last post office address filed with the Administrator, or if no address is filed with the Administrator, then in the case of a Participant, at the Participant's last post office address as shown on the Employer's records, shall be considered a notification for purposes of the Plan and shall be binding on the Participant and the Participant's Spouse and Beneficiary for all purposes of the Plan.

If the Administrator is unable to locate the Participant, Spouse, or Beneficiary to whom a Participant's Accounts are payable, the Participant's Accounts shall be frozen as of the date on which distribution would have been completed under the terms of the Plan, and no further notional investment returns shall be credited thereto.

If a Participant whose Accounts were frozen (or his Beneficiary) files a claim with the Administrator for distribution of the Accounts within 7 years after the date the Accounts are frozen, and if the Administrator or Employer determines that such claim is valid, then the frozen balance shall be paid by the Employer to the Participant or Beneficiary in a lump sum cash payment as soon as practicable thereafter. If the Administrator notifies a Participant, Spouse, or Beneficiary of the provisions of this Subsection, and the Participant, Spouse, or Beneficiary fails

to claim the Participant's, Spouse's, or Beneficiary's benefits or make such person's whereabouts known to the Administrator within 7 years after the date the Accounts are frozen, the benefits of the Participant, Spouse, or Beneficiary may be disposed of, to the extent permitted by applicable law, by one or more of the following methods:

(a) By retaining such benefits in the Plan.

(b) By paying such benefits to a court of competent jurisdiction for judicial determination of the right thereto.

(c) By forfeiting such benefits in accordance with procedures established by the Administrator. If a Participant, Spouse, or Beneficiary is subsequently located, such benefits shall be restored (without adjustment) to the Participant, Spouse, or Beneficiary under the Plan.

(d) By any equitable manner permitted by law under rules adopted by the Administrator.

10.16 Recovery of Benefits

In the event a Participant, Spouse, or Beneficiary receives a benefit payment from the Plan that is in excess of the benefit payment that should have been made to such Participant, Spouse, or Beneficiary, or in the event a person other than a Participant, Spouse, or Beneficiary receives an erroneous payment from the Plan, the Administrator or Employer shall have the right, on behalf of the Plan, to recover the amount of the excess or erroneous payment from the recipient. To the extent permitted under applicable law, the Administrator or Employer may, at its option, deduct the amount of such excess or erroneous payment from any future benefits payable to the applicable Participant, Spouse, or Beneficiary.

10.17 Effect on Other Benefits

Except as otherwise specifically provided under the terms of any other employee benefit plan of the Employer, a Participant's participation in this Plan shall not affect the benefits provided under such other employee benefit plan.

10.18 Tax and Legal Effects

The Employer, the Administrator, and their representatives and delegates do not in any way guarantee the tax treatment of benefits for any Participant, Spouse, or Beneficiary, and the Employer, the Administrator, and their representatives and delegates do not in any way guarantee or assume any responsibility or liability for the legal, tax, or other implications or effects of the Plan. In the event of any legal, tax, or other change that may affect the Plan, the Employer may, in its sole discretion, take any actions it deems necessary or desirable as a result of such change.

SECTION 11. THE ADMINISTRATOR

11.1 Information Required by Administrator

Each person entitled to benefits under the Plan must file with the Administrator from time to time in writing such person's mailing address and each change of mailing address. Any communication, statement, or notice addressed to any person at the last address filed with the Administrator will be binding upon such person for all purposes of the Plan. Each person entitled to benefits under the Plan also shall furnish the Administrator with such documents, evidence, data, or information as the Administrator considers necessary or desirable for the purposes of administering the Plan. The Employer shall furnish the Administrator with such data and information as the Administrator may deem necessary or desirable in order to administer the Plan. The records of the Employer as to an Employee's or Participant's period of employment or termination of employment or membership and the reason therefore, leave of absence, reemployment, and Compensation will be conclusive on all persons unless determined to the Administrator's or Employer's satisfaction to be incorrect.

11.2 Uniform Application of Rules

The Administrator shall administer the Plan on a reasonable basis. Any rules, procedures, or regulations established by the Administrator shall be applied uniformly to all persons similarly situated.

11.3 Review of Benefit Determinations

Benefits will be paid to Participants and their beneficiaries without the necessity of formal claims. Participants or their beneficiaries, however, may make a written request to the Administrator for any Plan benefits to which they may be entitled. Participants' written request for Plan benefits will be considered a claim for Plan benefits, and will be subject to a full and fair review. If the claim is wholly or partially denied, the Administrator will furnish the claimant with a written notice of this denial. This written notice will be provided to the claimant within 90 days after the receipt of the claim by the Administrator. If notice of the denial of a claim is not furnished to the claimant in accordance with the above within 90 days, the claim will be deemed denied. The claimant will then be permitted to proceed to the review stage described in the following paragraphs.

Upon the denial of the claim for benefits, the claimant may file a claim for review, in writing, with the Administrator. The claim for review must be filed no later than 60 days after the claimant has received written notification of the denial of the claim for benefits or, if no written denial of the claim was provided, no later than 60 days after the deemed denial of the claim. The claimant may review all pertinent documents relating to the denial of the claim and submit any issues and comments, in writing, to the Administrator. If the claim is denied, the Administrator must provide the claimant with written notice of this denial within 60 days after the Administrator's receipt of the claimant's written claim for review. The Administrator's decision on the claim for review will be communicated to the claimant in writing and will include specific references to the pertinent Plan provisions on which the decision was based. If the Administrator's decision on review is not furnished to the claimant within the time

limitations described above, the claim will be deemed denied on review. If the claim for Plan benefits is finally denied by the Administrator (or deemed denied), then the claimant may bring suit in federal court. The claimant may not commence a suit in a court of law or equity for benefits under the Plan until the Plan's claim process and appeal rights have been exhausted and the Plan benefits requested in that appeal have been denied in whole or in part. However, the claimant may only bring a suit in court if it is filed within 90 days after the date of the final denial of the claim by the Administrator.

With respect to claims for benefits payable as a result of a Participant being determined to be disabled, the Administrator will provide the claimant with notice of the status of his claim for disability benefits under the Plan within a reasonable period of time after a complete claim has been filed, but no later than 45 days after receipt of the claim for benefits. The Administrator may request an additional 30-day extension if special circumstances warrant by notifying the claimant of the extension before the expiration of the initial 45-day period. If a decision still cannot be made within this 30-day extension period due to circumstances outside the Plan's control, the time period may be extended for an additional 30 days, in which case the claimant will be notified before the expiration of the original 30-day extension.

If the claimant has not submitted sufficient information to the Administrator to process his disability benefit claim, he will be notified of the incomplete claim and given 45 days to submit additional information. This will extend the time in which the Administrator has to respond to the claim from the date the notice of insufficient information is sent to the claimant until the date the claimant responds to the request. If the claimant does not submit the requested missing information to the Administrator within 45 days of the date of the request, the claim will be denied.

If a disability benefit claim is denied, the claimant will receive a notice which will include: (i) the specific reasons for the denial, (ii) reference to the specific Plan provisions upon which the decision is based, (iii) a description of any additional information the claimant might be required to provide with an explanation of why it is needed, and (iv) an explanation of the Plan's claims review and appeal procedures, and (v) a statement regarding the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial on appeal.

The claimant may appeal a denial of a disability benefit claim by filing a written request with the Administrator within 180 days of the claimant's receipt of the initial denial notice. In connection with the appeal, the claimant may request that the Plan provide him, free of charge, copies of all documents, records and other information relevant to the claim. The claimant may also submit written comments, records, documents and other information relevant to his appeal, whether or not such documents were submitted in connection with the initial claim. The Administrator may consult with medical or vocational experts in connection with deciding the claimant's claim for benefits.

The Administrator will conduct a full and fair review of the documents and evidence submitted and will ordinarily render a decision on the disability benefit claim no later than 45 days after receipt of the request for review on appeal. If there are special circumstances, the decision will be made as soon as possible, but not later than 90 days after receipt of the request for review on appeal. If such an extension of time is needed, the claimant will be

notified in writing prior to the end of the first 45-day period. The Administrator's final written decision will set forth: (i) the specific reasons for the decision, (ii) references to the specific Plan provisions on which the decision is based, (iii) a statement that the claimant is entitled to receive, upon request and free of charge, access to and copies of all documents, records and other information relevant to the benefit claim, and (iv) a statement regarding the claimant's right to bring a civil action under Section 502(a) of ERISA following a denial on appeal. The Administrator's decision made in good faith will be final and binding.

11.4 Administrator's Decision Final

Benefits under the Plan will be paid only if the Administrator decides in its sole discretion that a Participant or Beneficiary (or other claimant) is entitled to them. Subject to applicable law, any interpretation of the provisions of the Plan and any decisions on any matter within the discretion of the Administrator made by the Administrator or its delegate in good faith shall be binding on all persons. A misstatement or other mistake of fact shall be corrected when it becomes known to the Administrator and the Administrator shall make such adjustment on account thereof as it considers equitable and practicable.

SECTION 12. AMENDMENT AND TERMINATION

While the Employer expects and intends to continue the Plan, the Employer and the Administrator reserve the right to amend the Plan at any time and for any reason, including the right to amend this Section 12 and the Plan termination rules herein; provided, however, that each Participant will be entitled to the amount credited to his Accounts immediately prior to such amendment. The Employer's power to amend the Plan includes (without limitation) the power to change the Plan provisions regarding eligibility, contributions, notional investments, vesting, distribution forms, and timing of payments, including changes applicable to benefits accrued prior to the effective date of any such amendment; provided, however, that amendments to the Plan (other than amendments relating to Plan termination) shall not cause the Plan to provide for acceleration of distributions in violation of Section 409A of the Code and applicable regulations thereunder.

The Employer reserves the right to terminate the Plan at any time and for any reason; provided, however, that each Participant will be entitled to the amount credited to his Accounts immediately prior to such termination (but such Accounts shall not be adjusted for future notional income, losses, expenses, appreciation and depreciation).

In the event that the Plan is terminated pursuant to this Section 12, the balances in affected Participants' Accounts shall be distributed at the time and in the manner set forth in Section 9. Notwithstanding the foregoing, the Employer and the Administrator reserve the right to make all such distributions within the second twelve-month period commencing with the date of termination of the Plan; provided, however, that no such distribution will be made during the first twelve-month period following such date of Plan termination other than those that would otherwise be payable under Section 9 absent the termination of the Plan. In the event of a Plan termination due to a Change in Control of the Employer, distributions shall be made within 12 months of the date of the Change in Control.

Exhibit 10.18

MONDELĒZ GLOBAL LLC EXECUTIVE DEFERRED COMPENSATION PLAN

ADOPTION AGREEMENT

Effective October 1, 2012

MONDELĒZ GLOBAL LLC EXECUTIVE DEFERRED COMPENSATION PLAN
ADOPTION AGREEMENT
Effective October 1, 2012

ADOPTION OF PLAN — *[Select one]*

☒ **Adoption -** The undersigned **Mondelēz Global LLC** (the "Employer") hereby adopts as a Nonqualified Deferred Compensation Plan for the individuals identified in Item 5 herein the form of Plan known as the Nonqualified Supplemental Deferred Compensation Plan.

NAME OF PLAN

The name of this Plan as adopted by the Employer is the **Mondelēz Global LLC Executive Deferred Compensation Plan** (the "Plan").

INDIVIDUALIZED PLAN INFORMATION

With respect to the variable features contained in the Plan, the Employer hereby makes the following selections granted under the provisions of the Plan:

1. **Adopting Entity.** The Employer adopts the Plan as:

List type of business entity (corporation, partnership, controlled group of corporations, etc.) Corporation

List each Employer adopting the Plan and Employer Identification Number (EIN) :

Name of Employer:	Mondelēz Global LLC	EIN:	38-3869170
Name of Employer:		EIN:	
Name of Employer:		EIN:	
Name of Employer:		EIN:	
Name of Employer:		EIN:	

(attach additional lists as necessary)

The adopting Employers and the Employer are referred to herein collectively as the "Employer."

Select state of controlling law (see Section 10.7 of Plan Document):

☐ State of incorporation; _____

☒ State of domicile Illinois

2. **Effective Date** . The "Effective Date" of the adoption of this Plan, this Plan amendment or this Plan restatement is October 1, 2012 .

3. **Plan Year** . The "Plan year" of the Plan shall be ***[select one]*** :

☒ the calendar year.

☐ the fiscal year or other 12- month period ending on the last day of ***[specify month]*** .

☐ a short Plan year beginning on and ending on ; and thereafter the Plan year shall be as indicated in (a) or (b) above.

4. **Plan Administrator** . The individuals serving as "Administrator" of the Plan are the Executive Vice President, Global Human Resources Management and the Senior Vice President, Compensation, Benefits and HR Processes and Systems or the successor positions to these roles in the event that these roles are subsequently changed or renamed;

[fill in the name(s) of the individual(s) or job title(s) or entity (such as a committee) that is (are) responsible for administration of the Plan] , and such other person(s) or entity as the Employer shall appoint from time to time. Each Administrator is authorized to independently take any action required or permitted to be taken by an Administrator under the Plan.

5. **Eligible Individuals** . The following shall be eligible to participate in the Plan: ***[select all that apply – do not list individual names]:***

☒ A select group of management or highly-compensated Employees as designated by the Employer in the Summary Plan Description;

☐ Employee Board Members;

☐ Non-Employee Board Members;

☐ Other Service Providers (i.e., independent contractors, consultants, etc.)

☐ Employees or other Service Providers above the following Compensation threshold: ***[enter dollar amount]*** $ _____;

☐ Employees with the following job titles: ***[enter job title(s); for example, "Vice President and above"]*** _____

☐ Other: ***[enter description]*** _____

6. **Eligibility Timing.** Eligibility timing selected below shall apply uniformly to all Participant Deferrals (including Performance-Based Bonus Deferrals), as well as Employer Matching Contributions and Other Employer Contributions, unless otherwise indicated. If the Employer wishes to provide for separate eligibility rules for different types of Compensation (for example, Salary vs. Bonus), or for types of Contributions (for example, Employer Matching Contributions vs. Participant Deferrals), mark "Other" below and attach exhibits as necessary [select one]:

☐ Eligible immediately upon properly completed designation by the Plan administrator or Employer;

☒ Eligible after the following period of employment, Board service, etc. ***[enter number of days, months or years, for example, 90 days]*** 30 days ;

☐ Other

7. **Types and Amounts of Participant Deferrals [** ***select all that apply and enter minimum and maximum percentages in increments of one percent (for example, Salary minimum 0% maximum 100%). Note that no Deferral election can reduce a Participant's Compensation below the amount necessary to satisfy required withholding for FICA/Medicare/income taxes, required Participant Contributions into another Employer-sponsored benefit plan such as medical insurance, 401(k) loan repayments, etc.]:***

☒ Salary ***[select one]*** :

☒ percentage **[minimum 0% and maximum 50%, in 10% increments only]**

or

☐ fixed dollar amount ***[enter minimum $]*** .

☒ Non-Performance-Based Bonus ***[select one]*** :

☒ percentage **[minimum 0% and maximum 100%, in 25% increments only]**

or

☐ fixed dollar amount ***[enter minimum $].***

☒ Annual Performance-Based Bonus: performance period from 1/1 to 12/31.

☒ percentage [minimum 0% and maximum 100%, in 25% increments only]

or

☐ fixed dollar amount ***[enter minimum $].***

percentage [minimum 0% and maximumr Or

☐ fixed dollar amount ***[enter minimum $].***

☒ Commissions ***[select one]*** :

☒ percentage [minimum 0% and, maximum 50%, in 10% increments only]

or

☐ fixed dollar amount ***[enter minimum $].***

☐ Board of Directors Fees/Retainer (note – should not include expense reimbursements):

☐ percentage ***[enter minimum % and, maximum %]***

or

☐ fixed dollar amount ***[enter minimum $].***

☐ Other Service Provider Fees or other earned income from the Employer:

☐ percentage ***[enter minimum % and, maximum %]***

or

☐ fixed dollar amount ***[enter minimum $].***

☐ 401(k) Refund (amount deferred from Participant's regular Compensation equal in value to any refund paid to Participant in that year resulting from excess deferrals in Employer's 401(k) plan – see Subsection 2.9 of Plan document for definition.)

☐ Other ***[enter description]:***

8. **Definition of Compensation for Purposes of Making Plan Contributions *[select one]:***

☐ Same definition of Compensation as in Employer's 401(k) or other applicable qualified retirement plan, earned while the Participant is an Eligible Individual, as determined by the Employer.

☒ Participant's total wages, salary, commissions, overtime, bonus, etc. for a given year which the Employer is required to report on Form W-2 or other appropriate form, (or, in the case of Other Service Providers, the Participant's total remuneration from the Employer for a given year pursuant to the agreement to provide services to the Employer), earned while the Participant is an Eligible Individual as determined by the Employer.

☐ Other ***[enter description]:*** **_____**

9. **Expiration of Participant's Deferral Elections *[select all that apply]:***

☒ **Renewed Each Year:** Participant's Deferral Elections must be renewed each year during the open enrollment period ending no later than December 31 prior to the effective Plan year (or, in the case of Performance-Based Bonuses, no less than 6 months prior to the end of the applicable performance period). For the 2012 year, Deferral Elections made by Eligible Individuals who were participants under the Kraft Executive Deferral Plan immediately prior to the Effective Date remain in effect under this Plan as of the Effective Date.

- ☒ For all types of Compensation Deferrals.
- ☐ For Salary Deferrals only — other types of Deferrals are "evergreen".
- ☐ For Performance-Based Bonus only — other types of Deferrals are "evergreen".
- ☐ Other: ***[specify]***

☐ **Evergreen:** Participant's Deferral Elections will be "evergreen" (i.e., will continue indefinitely until the Participant's Termination Date unless changed by the Participant – so each year the Participant will be deemed to have the same election in place as the prior year unless actively changed by the Participant during the open enrollment period ending no later than December 31 prior to the effective Plan year or, in the case of Performance-Based Bonuses, no less than 6 months prior to the end of the applicable performance period).

- ☐ For all types of Compensation Deferrals.
- ☐ For Salary Deferrals only — other types of Deferrals are renewed each year.
- ☐ For Performance-Based Bonus only — other types of Deferrals are renewed each year.
- ☐ Other: ***[specify]*** _____

10. **Employer Contributions *[select all that apply]:*** .

☒ (a) No Employer Contributions.

☐ (b) Matching Contributions on all Participant Compensation Deferrals ***[also complete Items 11 through 14].***

☐ (c) Matching Contributions on certain types of Compensation Deferrals (for example, Matching Contributions on Participant Performance-Based Bonus Deferrals, etc.) ***[a t tach explanation descri b ing which types of defe r rals will be matched and also complete Items 11 through 14]***

☐ (d) Employer Contributions other than Matching Contributions ***[co m plete Item 15]*** (amount or formula for determining and allocating such con-tributions should be documented in writing when determined, and such writings will form part of the Plan).

11. **Amount of Matching Contribution on Participant Compensation Deferrals** . If the Employer has specified in Item 10(b) or (c) that it will make Matching Contributions on behalf of Participants based on their Compensation Deferrals, such Matching Contributions will be in an amount determined as follows for the applicable period selected in Item 13 below: ***[Select (a), (b), (c), (d) or (e) below – if Employer has indicated in 10(c) above that Matching Contributions will be made on certain types of Participant Compensation Deferrals and if Employer wishes for different Matching formulas to be used for different types of Participant Compensation Deferrals, Employer should attach additional copies of this Item 11 completed for each type of Participant Compensation Deferral that is matched.]***

☐ (a) % of the Compensation Deferrals made by each Participant during the applicable period.

☐ (b) At a percentage determined from time to time in the discretion of the Employer of each Participant's Compensation Deferrals for the applicable period (percentage should be documented in writing when determined, and such writings will form part of the plan).

[***Optional:*** If 11(a) or (b) above is selected, the Employer may also specify here that it will not match Compensation Deferrals in excess of $ or % of each Participant's Compensation during the applicable period — ***specify <u>either</u> a dollar amount or a whole percentage.*** If no limit is entered here, the assumption is that 100% of the Participant's Compensation Deferrals will be matched at the applicable percentage.]

☐ (c) % of the portion of each Participant's Compensation Deferral Contributions during the applicable period which does not exceed % of the Participant's Compensation for such period; plus % of the portion, if any, of each Participant's Compensation Deferral Contributions during the applicable period which exceeds % but does not exceed % of the Participant's Compensation for such period.

[***Note: Example for 11(c) above – select this option if Employer wants to match different percentages and different levels of deferral – for example, 100% of the first 3% of compensation deferred, and 50% of the next 2%]***

☐ (d) % of the Compensation of each Participant who made Compensation Deferral Contributions during the applicable period of at least % of Compensation.

☐ (e) Other: ***[describe]***

12. **Applicable Period for Matching Contributions** . Employer Matching Contributions elected under Item 10(b) or (c) shall be allocated and credited to eligible Participants' Accounts as soon as administratively feasible after the end of each "Applicable Period" after the amounts have been determined by the Employer. For purposes of determining a Participant's share of Matching Contributions under Item 10, the Applicable Period shall be ***[Select <u>one</u>]:***

- ☐ the Plan Year.
- ☐ the payroll period.
- ☐ other (specify calendar month, Plan year quarter, etc.) _____.

13. **Employees Eligible to Receive Employer Matching Contributions.** Matching Contributions made for each Plan Year (if applicable) shall be allocated and credited to the Accounts of the following Participants: ***[Select one if applicable]***

- ☐ Participants who were employed by the Employer (or, in the case of non-Employee Board Members, served on the Board) during that Plan Year, or, in the case of Other Service Providers, who provided services to the Employer during that Plan Year.
- ☐ Participants who were employed by the Employer (or, in the case of non-Employee Board Members, served on the Board) on the last day of the Plan Year, or, in the case of Other Service Providers, who provided services to the Employer on the last day of the Plan Year.
- ☐ Participants who were employed by the Employer (or, in the case of non-Employee Board Members, served on the Board) on the last day of the Plan Year or who retired, died or were Disabled during the Plan Year, or, in the case of Other Service Providers, who provided services to the Employer on the last day of the Plan Year or who died or were Disabled during the Plan Year. ***[If this option is selected, complete Item 30 — definition of "Disability".]***

14. **Vesting Schedule of Employer Matching Contributions.** If Matching Contributions are made to the Plan, select the rate at which such Contributions will vest ***[select one]*** :

- ☐ Immediate 100% vesting for all Participants.
- ☐ "Cliff" vesting (0% up to cliff; 100% after cliff) ***[select one]*** :
  - ☐ 1 year cliff (less than 1 year 0%; 1 or more years 100%)
  - ☐ 2 year cliff (less than 2 years 0%; 2 or more years 100%)
  - ☐ Other cliff (***enter number of years:*** less than years 0%; or more years 100%)
- ☐ "Graded" vesting ***[enter vesting percentages]*** :

1 year _____%	6 years _____%	11 years _____%
2 years _____%	7 years _____%	12 years _____%
3 years _____%	8 years _____%	13 years _____%
4 years _____%	9 years _____%	14 years _____%
5 years _____%	10 years _____%	15 years _____%

- ☐ Other vesting schedule: ***[describe schedule – subject to approval]*** _____

15. **Vesting Schedule of Employer Contributions (Other Than Matching Contributions).** If Employer Contributions (other than Matching Contributions) are made to the Plan, select the rate at which such Contributions will vest ***[select one]*** :

☐ Immediate 100% vesting for all Participants.

☐ "Cliff" vesting (0% up to cliff; 100% after cliff) ***[select one]*** :

☐ 1 year cliff (less than 1 year 0%; 1 or more years 100%)

☐ 2 year cliff (less than 2 years 0%; 2 or more years 100%)

☐ Other cliff (***enter number of years:*** less than years 0%; or more years 100%)

☐ "Graded" vesting ***[enter vesting percentages]*** :

1 year _____%	6 years _____%	11 years _____%
2 years _____%	7 years _____%	12 years _____%
3 years _____%	8 years _____%	13 years _____%
4 years _____%	9 years _____%	14 years _____%
5 years _____%	10 years _____%	15 years _____%

☐ Other vesting schedule: ***[describe schedule – subject to approval]*** _____

16. **Vesting Years** . A "Vesting Year" described above for purposes of determining vesting under the Plan shall be computed in accordance with: ***[select one – if this is an amendment or restatement of a prior plan, definition from prior plan will override this definition.]***

☒ . Vesting Service for Plan purposes is based on the highest level of vesting service for the individual under a qualified plan maintained by the Company.

☐ Years of participation in the Plan (12-consecutive-month period between date Participant enters Plan and anniversary of such date) (if this is an amendment or restatement of a prior Plan, years of participation in prior plan will be included) (additional fees will apply if this item is selected).

☐ Plan Years since each Plan Year's total Contributions were made ("rolling vesting") (additional fees will apply if this item is selected). [***If this option is selected, select either (a) or (b) below:]***

☐ (a) Vesting will be credited/updated on the last day of the Plan year.

☐ (b) Vesting will be credited/updated on the anniversary of the date the Contribution is credited.

17. **Full Vesting Upon Occurrence of Specific Event.** ***[select all that apply]***

☐ 100% vesting upon Normal Retirement ***[describe criteria such as age (can be partial year), years of service with the Employer (must be whole years of service), or years of participation in the Plan (must be whole years of participation)]***

_____

☐ 100% vesting upon Early Retirement ***[describe criteria such as age (must be whole years), years of service with the Employer (must be whole years of service), or years of participation in the Plan (must be whole years of participation)]***

_____

☐ 100% vesting upon Death.

☐ 100% vesting upon Disability ***[complete Item 30 – definition of "Disability"]*** .

☐ 100% vesting upon Change in Control of the Employer ***[complete Items 28 and 29 – definition of "Change in Control"]***

☐ 100% vesting upon occurrence of other event: ***[describe event]***

_____

18. **Service Before Plan's Establishment Excluded.** Years of service earned prior to establishment of the Plan shall be disregarded for purposes of determining vesting under the Plan:

☐ Yes (this may be elected only if this is the establishment of a new Plan).

☒ No.

19. **Forfeitures for Misconduct or Violation of Non-Compete** . Participants terminating employment prior to becoming 100% vested will forfeit the forfeitable percentage of their Accounts as indicated in accordance with the vesting schedule selected in Items 14 and/or 15. Participants may also forfeit 100% of their Matching and Employer Contribution Accounts (if applicable) under the following circumstances: ***[select any that apply]*** :

☐ Misconduct (termination for Cause). ***[if selected, the definition of Misconduct or Cause should be documented in writing, and such writings will form part of the Plan]***

☐ Engaging in competition with the Employer. ***[if selected, the definition of engaging in competition should be documented in writing, and such writing will form part of the Plan]***

20. **Employer Stock as Deemed Investment Option.** If Employer stock will be a deemed investment option, indicate below how shares are to be tracked: [select one]

☐ Partial and whole shares.

☒ Unitized fund.

21. **In-Service Distributions.** If the Employer elects below, the Plan will allow distributions of Participant Deferral Contributions to be made to Participants while they are still employed ("In-Service Distributions"), if they elect a fixed distribution date during the regular election period. ***[Select one – note that In-Service Distributions of Employer Contributions is not permitted]***

☐ No, In-Service Distributions will not be permitted.

☒ Yes, In-Service Distributions will be permitted. ***[select one].***

☒ For All Participant Deferral Contributions

☐ For Participant Compensation Deferral Contributions (other than Performance-Based Bonus) only.

☐ For Participant Performance-Based Bonus Deferral Contributions.

Please indicate the number of years a Participant must defer payment(s) until In-Service Distribution(s) may begin:

☒ 2 Years after the Calendar Year for which the deferral is effective

☐ _____Years after the Calendar Year for which the deferral is effective

Please indicate if separate In-Service Distribution Dates are allowed for each Type of Participant Deferral selected in Item 7:

☐ No (single distribution date allowed per Plan Year)

☒ Yes (requires additional tracked sources per Plan Year)

[Note – if "Yes" is elected above and the Plan will allow In-Service Distributions, please indicate if Participant will be permitted to make a "pushback" subsequent election to defer the original distribution date at least five years in accordance with Plan provisions (see subsection 9.1 of Plan document – note that election must be made 12 months prior to original distribution date and election will not take effect for 12 months) ☒ ***Yes*** ☐ ***No]***

22. **Unforeseeable Emergency Distributions Dates.** If the Employer elects below, the Plan will allow distributions to be made to Participants while they are still employed if they meet the criteria for an unforeseeable emergency financial hardship ("Unforeseeable Emergency Distributions"). Both Participant Deferral Contributions and Vested Employer Contributions can be distributed in the event of an eligible Unforeseeable Emergency Distribution event. ***[Select one]***

☐ No, Unforeseeable Emergency Distributions will not be permitted.

☒ Yes, Unforeseeable Emergency Distributions will be permitted. ***[select one below].***

☐ For active Participants only.

☒ For active Participants, terminated Participants and Beneficiaries.

23. **Form of Distributions (at Termination of Employment or Death).** Distributions will be made to Participants upon Termination of Employment with the Employer or Death of the Participant as follows ***[select one]***

☐ Lump sum only.

☒ Lump sum unless installments elected, but can only receive installments from Accounts other than the Employer Contributions Account if Participant meets the following criteria:

☒ Termination or Death at or after age 53 with at least 5 Vesting Years of Service.

☐ Early Retirement ***[describe criteria such as age (must be whole years), years of service with the Employer (must be whole years of service), or years of participation in the Plan (must be whole years of participation)] _____***

☐ Termination (other than for Misconduct, Cause or Violation of Non-Compete)

☐ Lump sum unless installments elected, and Participant may receive installments regardless of reason for Termination of Employment.

[Note – if Installments are elected above, please indicate if Participant will be permitted to make a subsequent election to change the number of installments in accordance with Plan provisions (see subsection 9.2 of Plan document) ☒ ***Yes*** ☐ ***No]***

24. **Distribution Upon Disability.** If the Employer selects below, the Plan will allow distributions to be made to Participants upon Disability but while they are still employed if they meet the criteria for Disability in Item 30 below. The form of distribution will be the same as for Termination of Employment.

☐ No, distribution upon Disability will not be permitted.

☒ Yes, distributions upon Disability will be permitted. ***[complete Item 30 – definition of "Disability"].***

25. **Expiration of Participant's Distribution Elections** ***[select one]:***

☒ **Renewed Each Year:** Participant's Distribution Election must be selected each year during the open enrollment period for the following year's contributions – if no new election is made, that year's contributions default to payment in the form of a lump sum.

☐ **Evergreen:** Participant's Distribution Election will be "evergreen" (i.e., will continue indefinitely for each year's contributions until the Participant's Termination Date unless changed by the Participant – so each year the Participant will be deemed to have the same distribution election in place as the prior year unless actively changed by the Participant at open enrollment, and the change will only be applicable to future contributions)

26. **Distributions Upon Change in Control:** If Employer elects below, distributions will be made to Participants upon Change in Control of the Employer (without a termination of employment of the Participant), as follows ***[select one, and complete Items 28 and 29 below (definition of "Change in Control")]***

☐ XNo, Distributions upon Change in Control will not be permitted.

☐ Yes, Distributions upon Change in Control will be permitted, in a lump sum only.

☐ Yes, Distributions upon Change in Control will be permitted, in a lump sum or in installments as elected by the Participant ***[complete Item 23]*** .

27. **Length of Installments (if Installment Distributions permitted in Item 23 and/or Item 26 above)** ***[indicate length below]:***

Annual installments over no fewer than 2 ***[enter minimum number of years – must be at least 2]*** and no more than 10 years at Participant's election ***[enter maximum number of years].***

28. **"Change in Control" – Dates of Distribution.** Distributions upon a Change in Control shall occur upon ***[select all that apply – see Subsection 9.9 of the Plan document for more details]:***]

☒ The consummation of a merger or consolidation of Mondelēz International, Inc. and another company, and Mondelēz International, Inc. is not the surviving company; or, if after such transaction, the other entity owns, directly or indirectly, 50% or more of the outstanding voting securities of Mondelēz International, Inc.; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of Mondelēz International, Inc. immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity resulting from such transaction (including, without limitation, an entity which as a result of such transaction owns Mondelēz International, Inc. either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of Mondelēz International, Inc.

☒ The consummation of a plan of complete liquidation of Mondelēz International, Inc. or the sale or disposition of all or substantially all of the Mondelēz International, Inc. assets, other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Mondelēz International, Inc. immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring Mondelēz International, Inc. assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of Mondelēz International, Inc.

☒ The date that a person or group acquires ownership of 20% or more of the outstanding voting securities of Mondelēz International, Inc. excluding, however, the following: (a) any acquisitions by Mondelēz International, Inc. or any of it affiliates; (b) any acquisition by an employee benefit plan or related trust sponsored or maintained by Mondelēz International, Inc. or its affiliates; (c) any acquisition or merger described in this item 28.

☒ During any consecutive 24 month period, persons who constitute the board of directors at Mondelēz International, Inc. at the beginning of such period cease to constitute at least 50% of the board of directors at Mondelēz International, Inc.; provided that each new member of the board who is approved by a majority of directors who began such 24 month period shall be deemed to have seen a member of the Board at the beginning of such 24 month period.

29. **Definition of "Disability." A Participant shall be considered "Disabled" if *[select one]:***

☐ by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of at least 12 months, the Participant is receiving income replacement benefits for at least 3 months under accident and health plans of the Employer;

☐ the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months;

☐ the Participant is deemed to be totally disabled by the Social Security Administration;

☒ the Participant is determined to be disabled in accordance with a disability insurance program, provided that the definition of disability under such disability insurance program complies with the requirements of one of the three preceding definitions above.

30. **Distributions to "Key Employees" — Investment.** In order to comply with Internal Revenue Code Section 409A, distributions to "key employees" (see subsection 9.3 of the Plan Document for definition) of publicly traded companies made due to employment termination cannot be made within 6 months of the employment termination date. If distribution to a key employee must be delayed to comply with this 6-month rule, indicate below how Account balances of such a Participant will be invested during the period of delay ***[select one]*** :

☐ Valued as of most recent Valuation Date and held at the Employer without allocation of additional gains or losses after such Valuation Date until payment can be made.

☒ Remain invested as if termination date had not occurred, then valued as of most recent Valuation Date and distributed.

31. **QDRO Distributions.** The Employer may elect whether distributions from a Participant's Account shall be permitted upon receipt by the Plan Administrator of a Qualified Domestic Relations Order relating to a marital dissolution or separation that provides for payment of all or a portion of a Participant's Accounts to an alternate payee (spouse, former spouse, children, etc.). ***[Indicate below whether QDRO distributions will be permitted]:***

x ☐ No, QDRO Distributions will not be permitted.

32. **Additional Survivor Death Benefit from Life Insurance.** In the event that life insurance is utilized as a funding vehicle for the Plan, the Employer may wish to provide additional Survivor Benefit from the following options: ***[select one]***

☒ No additional Survivor Benefit offered, but rather Participant's vested Account balance.

☐ Face value of life insurance policy of Participant, if any.

☐ Greater of (a) face value of life insurance policy of Participant, if any, or (b) Participant's vested Account balance.

☐ Other: ***[enter amount or formula]*** _____

33. **Payment of Plan Expenses.** Plan expenses may be paid as follows: ***[select one]***

☒ Directly by the Employer.

☐ Deducted from the Participant accounts and Plan's trust or other custodial account (mutual fund plans only, if applicable).

34. **"De Minimis" Small Amount Cashouts.** If selected by the Employer, Participant account balances that do not exceed a certain threshold amount will be automatically cashed out upon the Participant's Termination of Employment or Death, as provided below [*select one]*

☒ Yes, amounts that do not exceed the Internal Revenue Code 402(g) limit for a given year will automatically be cashed out .

☐ No, no "de minimis" small amounts will be cashed out.

By signing this Adoption Agreement, the Employer certifies that it has consulted with legal counsel regarding the effects of the Plan, as applicable, on all parties. The Employer further certifies that it has and will limit participation in the Plan to a select group of management or highly compensated Employees, Board Members or Other Service Providers, as determined by the Employer in consultation with legal counsel. The Employer further certifies that it is the Employer's sole responsibility to ensure that each Participant with the right to direct deemed investments under the Plan that are based on securities issued by the Employer or a member of its controlled group (as defined in Code Section 414(b) and (c)) will receive a prospectus for any such deemed investment option based on such Employer securities.

The Employer is solely responsible for its compliance with applicable laws, including Federal and state securities and other applicable laws.

Only those elections that are completed shall be considered as provisions applicable to and forming a part of the Plan.

This Adoption Agreement may only be used in conjunction with the Plan document. All selections in the Adoption Agreement providing for customized or “other” plan provisions are subject to review for administrative feasibility, and may be subject to additional fees.

Terms used in this Adoption Agreement which are defined in the Plan document shall have the meaning given them therein.

The Employer hereby acknowledges that it is adopting this Nonqualified Supplemental Deferred Compensation Plan. Federal legislation or other changes in the law relating to nonqualified deferred compensation or other employee benefit plans may require that the Plan be amended.

* * *

The undersigned duly authorized owner, or officer of the Employer hereby executes the Plan on behalf of the Employer.

Dated this 19th day of September, 2012.

Mondelēz Global LLC
Employer

By_____

Its _____

Exhibit 10.19

MONDELĒZ GLOBAL LLC
DEFERRED COMPENSATION PLAN
TRUST DOCUMENT

This Agreement made this 18 th day of September, 2012, by and between MONDELēZ GLOBAL LLC (hereinafter referred to as the "Company"), a Delaware Limited Liability Company and Wilmington Trust Retirement and Institutional Services Company, a Delaware corporation, as trustee (hereinafter referred to as the "Trustee");

WHEREAS, Kraft Foods Inc. ("KFI"), parent company to Kraft Foods Group, Inc. ("KFGI"), has announced that it intends to distribute to its shareholders all shares of KFGI and to change its name to Mondelēz International, Inc. as of the date that the shares of KFGI are so distributed to shareholders of KFI (the "Spin Date" and also the "Effective Date" of this Agreement);

WHEREAS, as of the Spin Date Company will be a subsidiary of Mondelēz International, Inc. and will sponsor each employee benefit plan for U.S. employees of Company and its affiliates;

WHEREAS, pursuant to the Employee Matters Agreement entered into between KFI and KFGI in connection with the distribution of shares, effective as of the Spin Date, Company is required to establish one or more nonqualified employee benefit plans to assume the liabilities of all benefits accrued or earned as of the Spin Date under the Kraft Foods Group, Inc. Deferred Compensation Plan ("Kraft Plan") by each KFGI employee to be transferred to Company as of the Spin Date ("Company Employee");

WHEREAS, KFGI has authorized the spin off from the Kraft Foods Group, Inc. Deferred Compensation Plan Trust ("Kraft Trust") of that portion of Kraft Trust assets which are intended to satisfy liabilities under the Kraft Plan with respect to Company Employees;

WHEREAS, Company has adopted, effective as of the Spin Date, the Mondelēz Global LLC Executive Deferred Compensation Plan, a nonqualified deferred compensation plan (hereinafter referred to as the "Plan");

WHEREAS, Company expects to incur liability under the terms of the Plan with respect to the individuals participating in the Plan;

WHEREAS, Company wishes to establish a trust (hereinafter called "Trust") and to contribute to the Trust assets, including the assets spun off from the Kraft Trust for Company Employees, that shall be held therein, subject to the claims of Company's creditors in the event of Company's Insolvency, as herein defined, until paid to Plan participants and their beneficiaries in such manner and at such times as specified in the Plan;

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended; and

WHEREAS, it is the intention of Company to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Plan;

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

Section 1. Establishment of and Contributions to Trust.

(a) Effective as of the Spin Date the Trustee hereby accepts a transfer from Wilmington Trust, National Association, as Trustee for the Kraft Trust, that portion of Kraft Trust assets which are intended to satisfy liabilities for benefits accrued or earned as of the Spin Date under the Kraft Plan with respect to each employee of the Company transferred from KFGI as of the Spin Date. Such transferred assets shall be held by the Trustee in trust and shall become the principal of the Trust to be held, administered and disposed of by Trustee as provided in this Trust Agreement.

(b) Company expects to contribute to the Trustee cash or property so that the value of the assets held under the Trust equals the aggregate account balances under the Plan from time to time. However, nothing in the Plan or this Trust Agreement shall be construed to require that any such contributions be made prior to a Change in Control (regardless of whether during a Potential Change in Control), and neither Trustee nor any Plan participant or beneficiary shall have any right to compel such additional deposits prior to a Change in Control.

(c) As soon as possible after a Change in Control, but in no event longer than seven days after a Change in Control, Company will contribute to the Trustee cash or property so that the value of the assets held under the Trust equals or exceeds the total liabilities under the Plan (without regard to whether such liabilities are then vested, but reduced by any forfeitures) as of such Change in Control. Thereafter, the Company will make additional contributions to the Trustee of cash or property not less frequently than every ninety (90) days so that the value of the assets held under the Trust after such contribution equals or exceeds the total liabilities under the Plan (without regard to whether such liabilities are then vested, but reduced by any forfeitures) as of a date not more than forty-five (45) days prior to the date of such contribution. Trustee shall have no obligation to compel such contributions.

(d) Notwithstanding anything in this Trust Agreement to the contrary, the Trust Fund shall at all times be subject to the claims of creditors of the Company as provided in Section 3 of this Trust Agreement.

(e) The Trust is intended to be a grantor trust, of which Company is the grantor, within the meaning of subpart E, part I subchapter J, chapter I, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

(f) Subject to the terms of this Trust Agreement, the principal of the Trust, and any earnings thereon, shall be held separate and apart from other funds of Company and shall be used exclusively for the uses and purposes of Plan participants and general creditors as herein set forth. Plan participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Trust Agreement shall be mere unsecured contractual rights of Plan participants and their beneficiaries against Company. Any assets held by the Trust will be subject to the claims of Company’s general creditors under federal and state law in the event of Insolvency, as defined in Section 3.

(g) Amounts contributed to and held by the Trust in accordance with this Trust Agreement shall be held, administered and disposed of by Trustee as provided in this Trust Agreement. Additional deposits, other than cash, made to the Trust shall be property acceptable to the Trustee.

(h) Notwithstanding anything herein to the contrary, no amount or property of any kind shall be set aside or reserved in the Trust (referred to as a "Transfer to the Trust" under this Section (h)), and the Trustee shall have no right to demand, and Company shall not tender, a Transfer to the Trust to the extent that such Transfer to the Trust would be treated as a transfer of property taxable under Section 83 of the Internal Revenue Code pursuant to Section 409A(b)(3) of the Internal Revenue Code. To the extent any Transfer to the Trust cannot be made when otherwise due because of the foregoing sentence, such Transfer to the Trust shall instead be made on the first date subsequent to the original due date on which it may be made without it being treated as a property transfer under Section 83 of the Internal Revenue Code pursuant to Section 409A(b)(3) of the Internal Revenue Code. Company shall be responsible for determining compliance with this Section (h).

Section 2. Payments to Plan Participants and Their Beneficiaries.

(a) Administrator (as defined below) shall deliver to Trustee a schedule (the "Payment Schedule") that indicates the amounts payable in respect of each Plan participant (and his or her beneficiaries), that provides a formula or other instructions acceptable to Trustee for determining the amounts so payable, the form in which such amount is to be paid (as provided for or available under the Plan), and the time for payment of such amounts. Except as otherwise provided herein, Trustee shall make payments to the Plan participants and their beneficiaries in accordance with the Payment Schedule. The Administrator shall make provision for the reporting of any federal, state or local taxes with respect to the payment of benefits pursuant to the terms of the Plan, and shall direct the Trustee with respect to any withholding of such taxes, and to the extent directed by the Administrator, the Trustee shall withhold and pay amounts withheld to the appropriate taxing authorities. Company shall provide such evidence or certifications as reasonably required by Trustee that tax reporting has been performed by Company.

(b) Administrator shall have full authority and responsibility to determine the time and amount of payment of benefits under the Payment Schedule. In making such determination, Administrator shall be governed by the terms of the Plan.

(c) Payments by the Trustee may be made in cash or in property held under the Trust, as directed by the Administrator.

(d) Company may make distribution of benefits directly to Plan participants or their beneficiaries as they become due under the terms of the Plan. With respect to distributions that are shown on the Payment Schedule as being due from the Trust, Company shall notify Trustee of its decision to make payment of benefits directly prior to the time amounts are payable to participants or their beneficiaries. In addition, if the principal of the Trust, and any earning thereon, are not sufficient to make payments of benefits in accordance with the terms of the Plan, Company shall make the balance of each such payment as it falls due.

(e) An “Administrator” selected by the Company shall have the authority as set forth in this Trust Agreement, and the Secretary or any Assistant Secretary of the Company will promptly deliver a certificate to the Trustee with respect to the Administrator (or every member thereof if the Administrator consists of more than one person) and any changes thereto. The Administrator may allocate all or any portion of its responsibilities and powers to anyone or more of its members and may delegate all or any part of its responsibilities and powers to any person or persons selected by it. Any such allocation or delegation shall be indicated in the certificate delivered to the Trustee by the Secretary or Assistant Secretary of the Company, and may be revoked by the Administrator at any time. The Trustee shall be entitled to rely on the identity of the Administrator and the persons authorized to act on its behalf until it receives written notice to the contrary.

(f) Confirmation of the fact and date of any payment made by Trustee hereunder shall be reflected on Trustee’s periodic account statements.

Section 3. Trustee Responsibility Regarding Payments to Trust Beneficiary When Company is Insolvent.

(a) Trustee shall cease payment of benefits to Plan participants and their beneficiaries if the Company is Insolvent. Company shall be considered “Insolvent” for purposes of this Trust Agreement if (i) Company is unable to pay its debts as they become due, or (ii) Company is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(d), the principal and income of the Trust shall be subject to claims of general creditors of Company under federal and state law as set forth below.

(1) The Board of Directors of the Company (the “Board”) and the Chief Executive Officer of Company shall have the duty to inform Trustee in writing of Company’s Insolvency. If a person claiming to be a creditor of Company alleges in writing to Trustee that Company has become Insolvent, Trustee shall determine whether Company is Insolvent and, pending such determination, Trustee shall discontinue payment of benefits to Plan participants or their beneficiaries.

(2) Unless Trustee has actual knowledge of Company’s Insolvency, or has received notice from Company or a person claiming to be a creditor alleging that Company is Insolvent, Trustee shall have no duty to inquire whether Company is Insolvent. Trustee may in all events rely on such evidence concerning Company’s solvency as may be furnished to Trustee and that provides Trustee with a reasonable basis for making a determination concerning Company’s solvency.

(3) If at any time Trustee has determined that Company is Insolvent, Trustee shall discontinue payments to Plan participants or their beneficiaries and shall hold the assets of the Trust for the benefit of Company’s general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of Plan participants or their beneficiaries to pursue their rights as general creditors of Company with respect to benefits due under the Plan or otherwise.

(4) Trustee shall resume the payment of benefits to Plan participants or their beneficiaries in accordance with Section 2 only after Trustee has determined that Company is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(a) and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Plan participants or their beneficiaries under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Plan participants or their beneficiaries by Company in lieu of the payments provided for hereunder during any such period of discontinuance.

Section 4. Payments to Company.

Prior to a Change in Control and except during a Potential Change in Control, the Trustee shall make payments to the Company for any reason as directed by the Administrator. Prior to and after a Change in Control, and during a Potential Change in Control, the Trustee shall make payments to the Company as directed by the Administrator to reimburse the Company for benefits paid by the Company (or by an affiliate of the Company other than this Trust) to Plan participants and which, in the absence of such payments by the Company, would be paid by the Trust. Except as provided in the preceding sentence, and in Section 3, after the Trust has become irrevocable, Company shall have no right or power to direct Trustee to return to Company or to divert to others any of the Trust assets before all payments of benefits have been made to Plan participants and their beneficiaries pursuant to the terms of the Plan.

Section 5. Investment Authority.

(a) Subject to Section (d) below, the Trust may hold assets of any kind, including shares of any registered investment company, whether or not the Trustee or any of its affiliates is an advisor to, or other service provider to, such investment company and receives compensation from such investment company for the services provided (which compensation shall be in addition to the compensation of the Trustee under this Trust.) The Company acknowledges that shares in any such investment company are not obligations of the Trustee or any other bank, are not deposits and are not insured by the FDIC, the Federal Reserve or any other governmental agency. Notwithstanding the foregoing, in no event may Trustee invest in securities (including stock or rights to acquire stock) or obligations issued by Company, other than a de minimis amount held in common investment vehicles in which Trustee invests. All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Plan participants, except that voting and dividend rights with respect to Trust assets will be exercised by Company.

(b) All rights associated with assets of the Trust shall be exercised by Trustee or the person designated by Trustee, and shall in no event be exercisable by or rest with Plan participants, except that voting and dividend rights with respect to Trust assets will be exercised by Company.

(c) Trustee agrees to accept and hold cash, and to accept and hold shares of any registered investment company subject to such reasonable restrictions as the Trustee may impose from time to time. The Trustee also agrees to accept and hold such other property as may be acceptable to it.

(d) Administrator shall have the right, at any time and from time to time, in its sole discretion, to direct Trustee as to the investment and reinvestment of all or specified portions of Trust assets and the income therefrom and to appoint an investment manager or investment managers to direct Trustee as to the investment and reinvestment of all or specified portions thereof. As of the execution of this Trust Agreement, and until Trustee is notified otherwise in writing, Administrator shall be solely responsible for directing the investment and reinvestment of all Trust assets.

(e) Trustee shall have no responsibility for the selection of investment options, if applicable, under the Trust and shall not render investment advice to any person in connection with the selection of such options. Administrator shall direct Trustee as to the investment options in which the Trust shall be invested during the term of the Trust.

(f) Subject to Section (g) below, cash held under the Trust as to which the Company has failed to provide investment direction shall be invested in the Service class shares of the Wilmington Prime Money Market Fund (the “Prime MM Portfolio”), a money market mutual fund managed by an affiliate of the Trustee, until such time as investment direction is provided to the Trustee with respect to such cash. The Company acknowledges that the Prime MM Portfolio is an entity separate from Wilmington Trust Retirement and Institutional Services Company; and that shares in the Prime MM Portfolio are not obligations of Wilmington Trust Retirement and Institutional Services Company, are not deposits and are not insured by the FDIC, the Federal Reserve or any other governmental agency. Wilmington Trust Retirement and Institutional Services Company or its affiliates are compensated by the Prime MM Portfolio for investment advisory, custodian, shareholder servicing and other services, and such compensation is described in detail in the prospectus for the Prime MM Portfolio and is in addition to the compensation paid to the Trustee hereunder with respect to that portion of the Trust Fund, if any, invested in the Prime MM Portfolio.

(g) The Trustee may hold that portion of the Trust Fund in cash as is appropriate for ordinary Trust administration, such as to pay expenses as provided for in this Agreement, and for the disbursement of funds by check, wire transfer, or otherwise as provided for in this Agreement, without liability for interest notwithstanding the Trustee’s receipt of “float” from such uninvested cash, by depositing the same in any bank (including deposits which bear a reasonable rate of interest in a bank or similar financial institution supervised by the United States or a State, even where a bank or financial institution is the Trustee, or is otherwise a fiduciary of the Plan) subject to the rules and regulations governing such deposits, and without regard to the amount of such deposit. In addition, the Trustee is specifically authorized to invest such cash in a money market mutual fund selected by the Trustee in its sole discretion, including any money market fund associated with the Trustee as described in Section (1) above.

(h) Company shall have the right, at any time, and from time to time in its sole discretion, to substitute assets acceptable to the Trustee of equal fair market value for any asset held by the Trust. This right is exercisable by the Company in a nonfiduciary capacity without the approval or consent of any person in a fiduciary capacity.

Section 6. Disposition of Income.

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

Section 7. Accounting by Trustee.

Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between Company and Trustee. Within 60 days following the close of each calendar year and within 60 days after the removal or resignation of Trustee,

Trustee shall deliver to Company a written account of its administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation, setting forth all investments, receipts, disbursements and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be. Such account statements shall be mailed to Company or, if the Company agrees, delivered via e-mail or other electronic means.

Section 8. Responsibility of Trustee.

(a) Trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of any enterprise of a like character and with like aims, provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by Company or Administrator which is contemplated by, and in conformity with, the terms of the Plan or this Trust and is given in writing by Company or Administrator. In the event of a dispute between Company and a party, Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) If Trustee undertakes or defends any litigation arising in connection with this Trust, Company agrees to indemnify Trustee against Trustee’s costs, expenses and liabilities (including, without limitation, attorneys’ fees and expenses) relating thereto and to be primarily liable for such payments. If Company does not pay such costs, expenses and liabilities in a reasonably timely manner, Trustee may obtain payment from the Trust. In no event shall Trustee have any liability or responsibility to undertake, defend or continue any litigation unless payment of related fees and expenses is ensured to the reasonable satisfaction of Trustee.

(c) Trustee, at the expense of the Trust or the Company, may consult with legal counsel (who may also be counsel for Company generally) with respect to any of its duties or obligations hereunder.

(d) Trustee, at the expense of the Trust or the Company, may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of its duties or obligations hereunder.

(e) Trustee shall have, without exclusion, all powers conferred on Trustees by applicable law, unless expressly provided otherwise herein, provided, however, that if an insurance policy is held as an asset of the Trust, Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from conversion of the policy to a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against such policy.

(f) Notwithstanding the provisions of Section (e) above, Trustee may loan to Company the proceeds of any borrowing against an insurance policy held as an asset of the Trust.

(g) Notwithstanding any powers granted to Trustee pursuant to this Trust Agreement or to applicable law, Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.77012 of the Procedure and Administrative Regulations promulgated pursuant to the Internal Revenue Code.

(h) Trustee shall have no responsibility with respect to: (i) the truth or accuracy of any representation or warranty made in any application or related document provided to the insurer in connection with the issuance or renewal of any insurance policies or insurance contracts, including any representation that the person on whose life an application is being made is eligible to have a contract issued on his or her life; (ii) the selection or monitoring (ongoing periodic) of any insurance policies or insurance contracts held in the Trust or the insurers issuing such policies or contracts; (iii) the payment of premiums with respect to such policies or contracts; or (iv) the exercise of any rights relating to any such policies or contracts except as directed in writing by Company.

(i) Upon the expiration of ninety (90) days from the date of Trustee's annual, quarterly or any other account, the Trustee shall be forever released and discharged from all liability and further accountability to Company or any other person with respect to the accuracy of such accounting and all acts and failures to act of Trustee reflected in such account, except to the extent that Company shall, within such 90-day period, file with Trustee specific written objections to the account. Neither Company, any participant nor any other person shall be entitled to any additional or different accounting by Trustee and Trustee shall not be compelled to file in any court any additional or different accounting. For purposes of regulations promulgated by the Federal Deposit Insurance Corporation ("FDIC"), Trustee's account statements shall be sufficient information concerning securities transactions effected for the Trust, provided that Company, upon written request, shall have the right to receive at no additional cost written confirmations of such securities transactions, which shall be mailed or otherwise furnished by the Trustee within the timeframe required by applicable regulations.

(j) Trustee shall have no duty or responsibility not expressly set forth in this Trust Agreement. By way of example, but without limiting the matters subject to the foregoing sentence, Trustee shall have no responsibility with respect to the administration or interpretation of the Plan, payment of Plan benefits other than from the assets of the Trust, withholding of taxes other than from payments made with Trust assets to Plan participants, or maintaining participant records with respect to the Plan.

Section 9. Compensation and Expenses of Trustee.

(a) Company shall pay all administrative and Trustee's fees and expenses on a monthly basis. If not so paid, the Trustee shall be entitled to deduct such fees and expenses from the Trust.

(b) Company shall indemnify and hold Trustee harmless from and against any and all losses, costs, damages and expenses (including attorney's fees and disbursements) of any kind or nature (collectively, "Losses") imposed on or incurred by Trustee by reason of its service pursuant to this Trust Agreement, including any Losses arising out of any threatened, pending or completed claim, action, suit or proceeding, except to the extent such Losses are caused by the gross negligence, willful misconduct or bad faith of Trustee. To the extent not paid by Company, Trustee shall be entitled to deduct such amounts from the Trust.

(c) The provisions of this Section 9 shall survive termination of this Trust Agreement.

Section 10. Resignation and Removal of Trustee.

(a) The Trustee may resign at any time, other than during a Potential Change of Control Period or on or after a Change of Control, upon sixty (60) days' written notice to the Company or such shorter period as is acceptable to the Company (hereinafter referred to as the "Resignation Period") and immediately after the Resignation Period shall have no further duties hereunder. Promptly after receipt of such notice, the Company shall appoint a Successor Trustee, and such trustee to become trustee under this Agreement upon its acceptance of this Trust.

(b) During a Potential Change of Control Period or for a period of two (2) years after a Change of Control, the Trustee may resign only under one of the following circumstances:

(1) The Trustee determines the existence of a conflict of interest which prevents the Trustee from properly performing its duties hereunder. The Trustee agrees to use its best efforts to avoid any such conflict.

(2) The Trustee has exhausted all of its legal remedies and has been unsuccessful in such litigation to require the Company to remit to the Trustee such amounts as are billed pursuant to Section 9 and/or the assets of the Trust have been exhausted. In such event, the Trustee shall have the right to resign immediately as Trustee, and immediately upon such resignation shall have no further duties hereunder.

(3) The Trustee has made a good faith determination that all liabilities to participants and beneficiaries under the Plan, whether present or deferred, fixed or contingent, have been satisfied in full.

(c) The Company may remove the Trustee upon thirty (30) days written notice to the Trustee, or upon shorter notice if acceptable to the Trustee; provided that if the removal is on or after a Change of Control, and during a Potential Change of Control, such removal may occur only

upon ninety (90) days written notice to the Trustee and acceptance of the Trust by a Successor Trustee that satisfies the requirements of Section 11 (c). Subject to the provisions of this Section 10, the removal of the Trustee shall become effective, however, only upon the occurrence of all of the following events:

(1) the appointment by the Company of a Successor Trustee; and

(2) the acceptance of the Trust by the Successor Trustee that satisfies the requirements of Section 11; and

(3) the delivery of the Trust assets to the Successor Trustee.

(d) Upon designation or appointment of a Successor Trustee, the Trustee shall transfer and deliver the assets of the Trust to the Successor Trustee, reserving such reasonable sums as the Trustee shall deem necessary to defray its expenses in settling its accounts, to pay any of its compensation due and unpaid and to discharge any obligation of the Trust for which the Trustee may be liable. If the sums so reserved are not sufficient for these purposes, the Trustee shall be entitled to recover the amount of any deficiency from either the Company or the Successor Trustee, or both. When the Trust shall have been transferred and delivered to the Successor Trustee and the accounts of the Trustee have been provided pursuant to Section 7, the Trustee shall be released and discharged from all further accountability or liability for the Trust and shall not be responsible in any way for the further disposition of the Trust or any part thereof.

Section 11. Appointment of Successor.

(a) If the Trustee resigns in accordance with Section 10, and such resignation is to be effective on or after a Change in Control or during a Potential Change in Control, the Company will use best efforts to appoint a Successor Trustee that satisfies the requirements of Section 11(c). If, following the resignation of the Trustee that is to be effective on or after a Change in Control or during a Potential Change in Control, the Company is unable to appoint a Trustee that satisfies the requirements of Section 11 (c), the Company shall appoint a bank or trust company that does not satisfy the requirements of Section 11(c) and/or (2) shall appoint itself, an affiliate of the Company, or a committee comprised of one or more officers of the Company and/or affiliates of the Company as Trustee; provided that after the appointment of a Trustee that does not satisfy the requirements of Section 11 (c), the Company shall continue to use its best efforts to appoint a bank that satisfies the requirements of Section 11(c).

(b) If Trustee resigns or is removed, and such resignation or removal is to be effective before a Change in Control, and will not become effective during a Potential Change in Control, Company may appoint any third party, such as a bank trust department or other party that may be granted corporate trustee powers under state law, as a successor to replace Trustee upon resignation or removal.

(c) Any Successor Trustee appointed on or after a Change in Control and during a Potential Change in Control shall be either a bank or a trust company that is qualified and authorized to do trust business under state law and shall, at the time of such appointment, have total assets of at least $10,000,000 and a credit rating from Moody’s of A or better.

(d) The appointment of a Successor Trustee shall be effective when accepted in writing by the new Trustee. Each Successor Trustee shall have the powers and duties conferred upon the Trustee in this Agreement, and the term “Trustee” as used in this Agreement shall be deemed to include any Successor Trustee. The former Trustee shall execute any instrument necessary or reasonably requested by Company or the Successor Trustee to evidence the transfer.

(e) The successor Trustee need not examine the records and acts of any prior Trustee and may retain or dispose of existing Trust assets, subject to Sections 7 and 8. The successor Trustee shall not be responsible for and Company shall indemnify and defend the successor Trustee from any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time it becomes successor Trustee.

Section 12. Amendment, Termination and Revocation.

(a) Prior to a Change in Control, and except during a Potential Change in Control:

(1) The Company may revoke and terminate the Trust at any time, in its sole discretion, without the approval of any participant, upon notice in writing to the Trustee. As soon as practicable following the Trustee’s receipt of such notice, the Trustee shall settle its final accounts in accordance with Section 7 and, after the receipt of any unpaid fees and expenses, shall distribute the balance of the Trust Fund as directed by the Administrator.

(2) All or any part of the Trust Fund shall be recoverable by the Company (with or without revocation of the Trust), and the participants shall have no right to any part of the Trust Fund.

(3) This Trust Agreement may be amended by a written instrument executed by Trustee and Company, provided that no such amendment shall conflict with the terms of the Plan.

(b) After a Change in Control, and during a Potential Change in Control:

(1) Upon and after a Change in Control, the Trust shall be irrevocable, and shall be held for the exclusive purpose of providing the benefits under the Plan to participants and their beneficiaries and defraying expenses of the Trust in accordance with the provisions of this Trust Agreement. During the period in which the Trust is irrevocable in accordance with this Section 12, and subject to Sections 3 and 4, no part of the income or corpus of the Trust Fund shall be recoverable by the Company.

(2) The Trust shall terminate after the Trustee shall have made all payments required by Section 4, and, after the Trustee’s final accounts have been settled in accordance with Section 7 and after the receipt of any unpaid fees and expenses, the Trustee shall distribute the balance of the Trust Fund as directed by the Company.

(3) This Trust Agreement may be amended by a written instrument executed by Trustee and Company, provided that no such amendment adopted during a Potential Change in Control or on or after a Change in Control may reduce the level of funding

required in accordance with Section I (c), or permit payment of Trust assets to the Company (except that nothing in this Section (b) shall be construed to prohibit the Trustee from making payments to the Company as directed by the Administrator to reimburse the Company for benefits previously paid by the Company to Plan participants and which, in the absence of such payments by the Company, would be paid by the Trust).

Section 13. Miscellaneous.

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to Plan participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(d) Trustee represents that it qualifies for Federal Deposit Insurance Corporation("FDIC") pro rata worth pass-through insurance coverage in accordance with the standards set forth in applicable federal law and FDIC insurance regulations. If Trustee fails at any time in the future to so qualify for pro rata worth pass-through insurance coverage, it will promptly notify Company.

(e) In no event will Trustee have any obligation to provide, and in no event will Trustee provide, any legal, tax, accounting, audit or other advice to Company with respect to the Plan or this Trust. Company acknowledges that it will rely exclusively on the advice of its accountants and/or attorneys with respect to all legal, tax, accounting, audit and other advice required or desired by Company with respect to the Plan or this Trust. Company acknowledges that Trustee has not made any representations of any kind, and will not make any representations of any kind, concerning the legal, tax, accounting, audit or other treatment of the Plan or this Trust.

(f) Company acknowledges that Trustee is not an advisor concerning or a promoter with respect to the Plan or the Trust, but merely is a service provider offering the Trust services expressly set forth in this Agreement. In particular, Company acknowledges that Trustee is not a joint venture or partner with Company's accountants, auditors, consultants or with any other party, with respect to the Plan or this Trust, and that Trustee and Company's accountants, auditors and consultants at all times remain independent parties dealing at arm's length, and independently, with each other and with Company.

(g) For purposes of this Trust, the term "Change in Control" means the occurrence of any of the following events:

(1) Acquisition of 20% or more of the outstanding voting securities of the Company by another entity or group; excluding, however, the following:

(A) any acquisition by the Company or any of its Affiliates;

(B) any acquisition by an employee benefit plan or related trust sponsored or maintained by the Company or any of its Affiliates; or

(C) any acquisition pursuant to a merger or consolidation described in clause (3) of this definition.

For purposes of the definition of Change in Control, an "Affiliate" is any entity controlled by, controlling or under common control with the Company.

(2) During any consecutive 24 month period, persons who constitute the Board at the beginning of such period cease to constitute at least 50% of the Board; provided that each new Board member who is approved by a majority of the directors who began such 24 month period shall be deemed to have been a member of the Board at the beginning of such 24 month period;

(3) The consummation of a merger or consolidation of the Company with another company, and the Company is not the surviving company; or, if after such transaction, the other entity owns, directly or indirectly, 50% or more of the outstanding voting securities of the Company; excluding, however, a transaction pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity resulting from such transaction (including, without limitation, an entity which as a result of such transaction owns the Company either directly or indirectly) in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Company; or

(4) The consummation of a plan of complete liquidation of the Company or the sale or disposition of all or substantially all of the Company's assets, other than a sale or disposition pursuant to which all or substantially all of the individuals or entities who are the beneficial owners of the outstanding voting securities of the Company immediately prior to such transaction will beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding securities entitled to vote generally in the election of directors (or similar persons) of the entity purchasing or acquiring the Company's assets in substantially the same proportions relative to each other as their ownership, immediately prior to such transaction, of the outstanding voting securities of the Company.

For avoidance of doubt, the separation of the Company from KFGI shall not be considered a Change in Control.

The Board as constituted immediately prior to the consummation of a Change of Control and the Chief Executive Officer of Company shall have the duty to inform Trustee in writing of the occurrence of a Change of Control. Trustee may rely exclusively on this writing and shall have no duty to inquire whether a Change of Control has taken place or to make any determination as to whether a Change of Control has occurred.

(h) For purposes of this Trust, a “Potential Change in Control” shall exist during any period in which the circumstances described in Sections (I), (2), or (3) below, exist (provided, however, that a Potential Change in Control shall cease to exist not later than the occurrence of a Change in Control):

(1) The Company or any successor or assign thereof enters into an agreement, the consummation of which would result in the occurrence of a Change in Control; provided that a Potential Change in Control described in this Section (I) shall cease to exist upon the expiration or other termination of all such agreements.

(2) Any person (including the Company) publicly announces an intention to take or to consider taking actions which if consummated would constitute a Change in Control; provided that a Potential Change in Control described in this Section (2) shall cease to exist upon the withdrawal of such intention, or upon a reasonable determination by the Board that there is no reasonable chance that such actions would be consummated.

(3) The Board adopts a resolution to the effect that, for purposes of this Trust, a Potential Change in Control exists; provided that a Potential Change in Control described in this Section (3) shall cease to exist upon a reasonable determination by the Board that the reasons that gave rise to the resolution providing for the existence of a Potential Change in Control have expired or no longer exist.

Section 14. Effective Date.

The Effective Date of this Trust Agreement shall be as defined above.

[Corporate Seal]

Attest: /s/ Carol J. Ward
(Secretary)

MONDELĒZ GLOBAL LLC

By: /s/ David Pendleton
(Senior Vice) President

Address: Three Parkway North

Deerfield, IL 60015

Attn: David Pendleton

Telephone;

Telecopier:

[Corporate Seal]

Attest: /s/ Robert Sher
(Assistant) Secretary)

WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY,
as Trustee.

By: /s/ Boyd Minnix
(Vice) President

Address: 280 North Central Ave.

Suite 900

Phoenix, AZ 85004

Attn:

Telephone;

Telecopier:

Exhibit 10.22

MONDELĒZ INTERNATIONAL, INC.
AMENDED AND RESTATED 2005 PERFORMANCE INCENTIVE PLAN

PERFORMANCE-CONTINGENT RESTRICTED STOCK UNIT AGREEMENT

MONDELĒZ INTERNATIONAL, INC., a Virginia corporation (the " Company "), hereby grants to Irene B. Rosenfeld (the " Employee ") as of December 19, 2012 (the " Award Date "), pursuant to the provisions of the Mondelēz International, Inc. Amended and Restated 2005 Performance Incentive Plan (the " Plan ") a Performance-Contingent Restricted Stock Unit Award (the " Award ") with respect to 308,464 units (the " Units "), upon and subject to the restrictions, terms and conditions set forth below and in the Plan. Capitalized terms not otherwise defined in this Performance-Contingent Restricted Stock Unit Agreement (the " Agreement ") have the meaning set forth in the Plan.

1. Fair Market Value on Award Date. The Fair Market Value of each Unit on the Award Date was $25.935.

2. Performance Conditions Required for Vesting . Subject to Section 6 below, on the date that the performance conditions in paragraphs (a), (b) and (c) below are satisfied (each a "Vesting Date"), the Units relating to the specific performance condition will vest:

(a) 77,116 Units vest when the Company's common stock's ("Common Stock") closing stock price maintains an average of at least $31.12 for a minimum period of 10 consecutive trading days;

(b) 115,674 Units vest when the Common Stock's closing stock price maintains an average of at least $33.72 for a minimum period of 10 consecutive trading days; and

(c) 115,674 Units vest when the Common Stock's closing stock price maintains an average of at least $36.31 for a minimum period of 10 consecutive trading days provided, however, that any unvested Units will expire as of the Expiration Date defined in Section 3 below.

3. Expiration Date . Subject to Sections 6, 7 and 8 below, all unvested Units will expire on the earlier of:

i) December 19, 2018; or

ii) one year following the date on which Employee vacates the position of Chief Executive Officer.

(the "Expiration Date").

4. Issuance Date. For purposes of this Agreement, the "Issuance Date" is the date that Common Stock is issued or delivered to Employee or her legal representative in accordance with this Agreement. Except in the case of Employee's Disability, death or as provided in connection with a Change-in-Control as described under Section 8 below, the earliest Issuance Date permitted under this Agreement is December 19, 2015 with respect to Units vested under Section 2 prior to that date. For Vesting Dates subsequent to December 18, 2015, the Issuance Date will be no later than 60 days following the applicable Vesting Date.

5. Holding Requirements . If the Units described in Section 2(c) vest, Employee must hold the resulting Common Stock issued for a minimum of one year following her vacating the position of Chief Executive Officer. This Section 5 supplements but does not replace any other equity ownership or holding requirement applicable to Employee under Company policies.

6. Special Rules Concerning Death, Disability, or Retirement Prior to December 19, 2015 .

(a) Employee will not forfeit Units which are vested in accordance with Section 2 above as the date of her Disability prior to December 19, 2015. The Issuance Date for Common Stock relating to vested Units as of Employee's Disability will be no later than 60 days following her Disability date. For avoidance of doubt, the Expiration Date for Units which have not vested in accordance with Section 2 above as of the date of Employee's Disability will be the date one year following her Disability, but in no event later than December 19, 2018.

(b) Employee's estate will not forfeit vested Units in the event of her death prior to December 19, 2015. The Issuance Date for Common Stock relating to vested Units as of Employee's death will be no later than 60 days following her death. For avoidance of doubt, the Expiration Date for Units which have not vested in accordance with Section 2 above as of Employee's death will be the date one year following her death but in no event later than December 19, 2018.

(c)

(i) If Employee voluntarily retires from the Company prior to December 19, 2014, she will forfeit all Units regardless of whether the Units have vested in accordance with Section 2.

(ii) If Employee voluntarily retires from the Company after December 18, 2014, all unvested Units will expire one year from the date of Employee's Retirement. If Employee has any vested Units, the Issuance Date with respect to such vested Units will be December 19, 2015.

7. Special Rules Concerning Involuntary Termination Prior to Vesting . In the event that Employee's employment terminates involuntarily prior to her Units vesting for any reason other than provided for in Section 6 (even if such termination constitutes unfair dismissal under applicable employment laws), Employee will forfeit all unvested Units as of her termination date. For purposes of this Agreement, Employee's employment will be deemed to be terminated:

(i) when she is no longer actively employed (e.g., active employment would not include a notice period or similar period pursuant to local law) as the Chief Executive Officer of the Company, or

(ii) if Employee is involuntarily terminated with or without Cause as defined in the Plan or under other circumstances which entitle Employee to receive severance or separation pay in accordance with Employee's offer letter, or

(iii) when a Change-in-Control as defined in the Plan occurs.

8. Special Rules in the Event of Change-in-Control . In the event of a Change-in-Control, with respect to any Units that have not otherwise vested pursuant to Section 2 as of the date of the Change-in-Control, the value of the Change-in-Control transaction will be substituted for the average stock prices referenced in Section 2 above for purposes of determining the treatment of the Units at a Change-in-Control. For this purpose, the value of the Change-in-Control transaction will be the greater of i) the closing price of a share of Common Stock on the last trading day before the Change-in-Control occurs or ii) the value of all compensation to be paid to the holder of a share of Common Stock pursuant to the terms of the transaction constituting the Change in Control. The Issuance Date for vested Units as of a Change-in-Control occurring after December 18, 2015 will be in accordance with the generally applicable provisions of Section 4. The Issuance Date for vested Units as of a Change-in-Control occurring prior to December 19, 2015 will be determined based on the following rules:

(a) The Issuance Date will be within 60 days of the Change-in-Control if either:

(i) Employee does not serve in the role of Chief Executive Officer at the Company or the successor entity to the Company immediately following Change-in-Control, or

(ii) under the provisions of the Change-in- Control transaction, Common Stock is not to be converted into publicly traded common stock of the Company's successor entity.

(b) The Issuance Date will be December 19, 2015 for vested Units if immediately after the Change-in- Control both:

(i) Employee continues in the role of Chief Executive Officer of the Company or is appointed to the role of Chief Executive Officer the Company's successor entity; and

(ii) under the provisions of the Change-in- Control transaction, Common Stock is converted into publicly traded common stock of the Company's successor entity.

In the event of a Change-in- Control prior to the Expiration Date, any Units that have not become vested as provided in Section 2 or Section 8 above as of or in connection with the Change-in-Control will be forfeited as of the date of the Change-in-Control.

9. Voting and Dividend Rights . Until Common Stock is issued on the Issuance Date, Employee does not have the right to vote shares relating to the Units or receive dividends on shares relating to the Units regardless of whether the Units are vested. However, Employee will receive cash payments (less applicable Tax-Related Items (as defined below)) in lieu of dividends otherwise payable with respect to shares of Common Stock equal in number to the Units that have not been forfeited. The cash payments will be made as of the Issuance Date and be equal to the dividends paid plus dividends declared but not yet paid to holders of Common Stock between the Award Date and the Issuance Date.

10. Transfer Restrictions . This Award is not-transferable and no element of this Award may be assigned, hypothecated or otherwise pledged or may be subject to execution, attachment or similar process. Upon any attempt to effect any such disposition, or upon the levy of any such process, the Award will immediately become null and void and Employee will forfeit the unvested Units. These restrictions will not apply, however, to any Common Stock issued as of the applicable Issuance Date. For avoidance of doubt, the transfer of Employee's interest in Units under this Award to her estate as of her death will not constitute a prohibited transfer for purposes of this Agreement or the Plan.

11. Withholding Taxes . Regardless of any action the Company or Employee's employer (the " Employer ") takes with respect to any or all income tax, social security, payroll tax, payment on account or other tax-related withholding (" Tax-Related Items "), Employee acknowledges that the ultimate liability for all Tax-Related Items legally due by Employee is and remains her responsibility and may exceed the amount actually withheld by the Company or the Employer. Further, Employee acknowledges that neither the Company nor the Employer (a) make any representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Units or Common Stock, including the grant or vesting of Units, issuance of Common Stock the payment of cash in lieu of dividends, or the sale of Common Stock subsequent to issuance; nor (b) commit to structure the terms of Award or any aspect of Employee's participation in the Plan to reduce or eliminate her liability for Tax-Related Items or achieve any particular tax result. If Employee becomes subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, Employee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for (including report) Tax-Related Items in more than one jurisdiction.

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

In this regard, Employee authorizes the Company and/or the Employer, in their sole discretion and without any notice or further authorization by the Employee, to withhold all applicable Tax-Related Items legally due by Employee and any theoretical taxes from Employee's wages or other cash compensation paid by the Company and/or the Employer or from proceeds of the sale of the shares of Common Stock issued or delivered in connection with the Issuance Date. Alternatively, or in addition, the Company may (i) deduct the number of shares of Common Stock having an aggregate value equal to the amount of Tax-Related Items and any theoretical taxes due from the total number of Common Stock delivered as of the Issuance Date; (ii) instruct the broker whom it has selected for this purpose (on Employee's behalf and at Employee's direction pursuant to this authorization) to sell any shares of Common Stock that Employee receives under this Agreement to meet the Tax-Related Items withholding obligation and any theoretical taxes, except to the extent that such a sale would violate any Federal Securities law or other applicable law; and/or (iii) satisfy the Tax-Related Items and any theoretical taxes arising from the granting or vesting of Units, the issuance of Common Stock, or the payment of cash in lieu of dividends, as the case may be, through any other method established by the Company. Notwithstanding the foregoing, if Employee is subject to the short-swing profit rules of Section 16(b) of the Exchange Act, Employee may elect the form of withholding in advance of any Tax-Related Items withholding event and in the absence of Employee's election, the Company will withhold in Common Stock upon the relevant withholding event or the Committee may determine that a particular method be used to satisfy any Tax Related Items withholding. If the obligation for Tax-Related Items is satisfied by withholding in Common Stock, for tax purposes, Employee is deemed to have been issued the full number of shares underlying the Award, notwithstanding that a number of shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of Employee's participation in the Plan.

To avoid any negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts (in accordance with Section 13(d) of the Plan) or other applicable withholding rates.

12. Death of Employee . If any Common Stock is issued upon the death of Employee, any Common Stock issued will be registered in the name of and delivered to the estate of Employee.

13. Issuance of Common Stock as of Issuance Date . Each Unit granted pursuant to this Award represents an unfunded and unsecured promise of the Company to issue to Employee or her legal representative on the Issuance Date and otherwise subject to the terms of this Agreement and the Plan, one share of the Common Stock.

14. Original Issue or Transfer Taxes . The Company will pay all original issue or transfer taxes and all fees and expenses incident to such delivery, except as otherwise provided in Section 11.

15. Agreement Subject to the Plan . This Agreement is subject to the provisions of the Plan and must be interpreted in accordance therewith. To the extent any provision of this Agreement is inconsistent or in conflict with any term or provision of the Plan, the Plan will govern. Employee hereby acknowledges receipt of a copy of the Plan.

16. Award Confers No Rights to Continued Employment . Nothing contained in the Plan gives Employee the right to be retained in the employment of the Mondelēz International Group or affect the right of the Company or Employee's employer if different, to terminate Employee.

17. Nature of Grant . In accepting the Units Employee acknowledges and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan;

(b) the award of Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Units, or benefits in lieu of Units, even if Units have been awarded repeatedly in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Board of Directors of the Company or the Committee;

(d) Employee's participation in the Plan is voluntary;

(e) the Units or Common Stock are not intended to replace any pension rights or compensation;

(f) the award of Units and the shares of Common Stock subject to the Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension, retirement or welfare benefits or similar payments and in no event should it be considered as compensation for, or relating in any way to, past services for any member of the Mondelēz International Group;

(g) the award of Units and the Employee's participation in the Plan will not be interpreted to form an employment or service contract or relationship with any member of the Mondelēz International Group;

(h) the future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty;

(i) no claim or entitlement to compensation or damages may arise from forfeiture of the Units or Common Stock resulting from the termination of Employee's employment by the Company or the Employer (for any reason whatsoever and whether or not in breach of applicable employment law), and in consideration of the award of the Units or the issuance of Common Stock to which Employee is otherwise not entitled, Employee irrevocably agrees never to institute any claim against the Company or the Employer, waives her ability, if any, to bring any such claim, and releases the Company and the Employer from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Employee will be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(j) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Employee's participation in the Plan or Employee's acquisition or sale of the underlying shares of Common Stock;

(k) Employee is hereby advised to consult with Employee's own personal tax, legal and financial advisors regarding Employee's participation in the Plan before taking any action related to the Plan; and

(l) none of the Company, the Employer or any member of the Mondelēz International Group will be liable for any foreign exchange rate fluctuation between Employee's local currency and the United States Dollar that may affect the value of the Units or any Common Stock delivered to Employee or of any proceeds resulting from Employee's sale of any such Common Stock; and

(m) the award of Units and the benefits evidenced by this Agreement do not create any entitlement, not otherwise specifically provided for in the Plan or determined by the Company in its discretion, to have the Units or any such benefits transferred to, or assumed by, another company, or to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting Common Stock.

18. Data Privacy . Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of her personal data as described in this Agreement by and among, as necessary and applicable, the Employer, the Company and its subsidiaries or affiliates for the exclusive purpose of implementing, administering and managing Employee's participation in the Plan.

Employee understands that the Company and the Employer may hold certain personal information about her, including, but not limited to, Employee's name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, and job title, any shares of stock or directorships held in the Company, and details of the Units or any other entitlement to shares of Common Stock, canceled, exercised, vested, unvested or outstanding in Employee's favor, for the purpose of implementing, administering and managing the Plan (" Data ").

If Employee resides outside the U.S., she should understand the following: Data will be transferred to UBS Financial Services (" UBS "), or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration, and management of the Plan. Employee understands that Data may also be transferred to the Company's independent registered public accounting firm, PricewaterhouseCoopers LLP, or such other public accounting firm that may be engaged by the Company in the future. The Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Employee's country. Employee understands that Employee may request a list with the names and addresses of any potential recipients of the Data by contacting Employee's local human resources representative. Employee authorizes the Company, UBS and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing Employee's participation in the Plan. Employee understands that Data will be held only as long as is necessary to implement, administer and manage Employee's participation in the Plan. Employee understands that Employee may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Employee's local human resources representative. Employee understands, however, that refusing or withdrawing Employee's consent may affect Employee's ability to participate in the Plan.

For more information on the consequences of Employee's refusal to consent or withdrawal of consent, Employee understands that Employee may contact Employee's local human resources representative.

19. Electronic Delivery . The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means or request Employee's consent to participate in the Plan by electronic means. Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

20. Interpretation . The Committee has the right to resolve all questions that may arise in connection with the Award, including whether Employee is no longer actively employed. Any interpretation, determination or other action made or taken by the Committee regarding the Plan or this Agreement will be final, binding, and conclusive. This Agreement is binding upon and inures to the benefit of any successor or successors of the Company and any person or persons who acquires any rights hereunder in accordance with this Agreement, the Award Statement, or the Plan.

21. Governing Law . This Agreement is governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to choice of laws principles thereof. This Agreement must be interpreted and construed in a manner that avoids the imposition of taxes and other penalties under Section 409A of the Code, if applicable. Notwithstanding the foregoing, under no circumstances will any member of the Mondelēz International Group be responsible for any taxes, penalties, interest or other losses or expenses incurred by Employee due to any failure to comply with Section 409A of the Code.

22. Miscellaneous . In the event of any merger other than a merger that would constitute a Change-in-Control, share exchange, reorganization, consolidation, recapitalization, reclassification, distribution, stock dividend, stock split, reverse stock split, split-up, spin-off, issuance of rights or warrants or other similar transaction or event affecting the Common Stock after the date of this Award, the Board of Directors of the Company or the Committee must make adjustments to the number and kind of shares of stock subject to this Award, including, but not limited to, the substitution of equity interests in other entities involved in such transactions, to provide for cash payments in lieu of Units, and to determine whether continued employment with any entity resulting from such a transaction will or will not be treated as continued employment with any member of the Mondelēz International Group, in each case subject to any Board or Committee action specifically addressing any such adjustments, cash payments, or continued employment treatment.

For purposes of this Agreement, the term (a) "Disability" means Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under a Mondelēz Global LLC short term disability plan" and (b) " Retirement " means the Employee's retirement from the Mondelēz International Group for purposes of commencing her retirement benefit under the Mondelēz Global LLC Retirement Plan.

As used herein, " Mondelēz International Group " means Mondelēz International, Inc. and each of its subsidiaries and affiliates. For purposes of this Agreement, (x) a " subsidiary " includes only any company in which the applicable entity, directly or indirectly, has a beneficial ownership interest of greater than 50 percent and (y) an " affiliate " includes only any company that (A) has a beneficial ownership interest, directly or indirectly, in the applicable entity of greater than 50 percent or (B) is under common control with the applicable entity through a parent company that, directly or indirectly, has a beneficial ownership interest of greater than 50 percent in both the applicable entity and the affiliate.

23. Agreement Severable . In the event that any provision in this Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

24. Headings . Headings of paragraphs and sections used in this Agreement are for convenience only and are not part of this Agreement, and must not be used in construing it.

25. Imposition of Other Requirements . The Company reserves the right to impose other requirements on Employee's participation in the Plan, on the Units, and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with laws in the country where the Employee resides regarding the issuance of shares of Common Stock, or to facilitate the administration of the Plan, and to require Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

IN WITNESS WHEREOF, this Agreement has been duly executed to be effective as of December 19, 2012.

MONDELĒZ INTERNATIONAL, INC.

/s/ David H. Pendleton
David H. Pendleton

EXHIBIT 12.1

Mondelēz International, Inc. and Subsidiaries
Computation of Ratios of Earnings to Fixed Charges
(in millions of dollars)

	Years Ended December 31,				
	2012	2011	2010	2009	2008
Earnings from continuing operations before income taxes	$ 1,774	$ 1,880	$ 726	$ 969	$ 72
Add / (Deduct):					
Equity in net earnings of less than 50% owned affiliates	(106)	(84)	(115)	(92)	(97)
Dividends from less than 50% owned affiliates	63	60	61	55	84
Fixed charges	2,323	2,050	2,209	1,361	1,354
Interest capitalized, net of amortization	(1)	2	2	1	(2)
Earnings available for fixed charges	$ 4,053	$ 3,908	$ 2,883	$ 2,294	$ 1,411
Fixed charges:					
Interest incurred:					
Interest expense [(a)]	$ 2,206	$ 1,956	$ 2,098	$ 1,280	$ 1,281
Capitalized interest	3	–	1	2	3
	2,209	1,956	2,099	1,282	1,284
Portion of rent expense deemed to represent interest factor	114	94	110	79	70
Fixed charges	$ 2,323	$ 2,050	$ 2,209	$ 1,361	$ 1,354
Ratio of earnings to fixed charges	1.7	1.9	1.3	1.7	1.0

Notes:
(a) Excludes interest related to uncertain tax positions, which is recorded in our tax provision.

Exhibit 21.1

Mondelēz International, Inc.
List of Subsidiaries

Entity Name	Country
LU Algerie S.p.A.	Algeria
Kraft Foods Argentina S.A.	Argentina
Nabisco Inversiones S.R.L.	Argentina
Cadbury Bebidas De Argentina S.A.	Argentina
Van Mar SA	Argentina
KF (Australia) Pty. Ltd.	Australia
Kraft Foods Limited	Australia
General Foods Pty. Ltd.	Australia
Lanes Food (Australia) Pty. Ltd.	Australia
Lanes Biscuits Pty. Ltd.	Australia
Kraft New Zealand Holdings (Australia) Pty Ltd	Australia
Kraft Investments Holdings (Australia) Pty Ltd	Australia
Kraft Australia Pty Ltd	Australia
Kraft Foods Australia Investments LP	Australia
Kraft Jacobs Suchard (Australia) Pty. Ltd.	Australia
Kraft Australia Holdings Pty. Ltd.	Australia
Kraft Foods Australia Pty. Ltd.	Australia
Cadbury Marketing Services Pty Limited	Australia
MacRobertson Pty Limited	Australia
Recaldent Pty Ltd	Australia
The Natural Confectionery Co. Pty Ltd	Australia
Cadbury Finance Pty Limited	Australia
Oral Health Australia Pty Ltd	Australia
Oral Health CRC Ltd.	Australia
Kraft Foods CEEMA GmbH	Austria
Kraft Foods Oesterreich Production GmbH	Austria
Kraft Foods Oesterreich GmbH	Austria
Mirabell Salzburger Confiserie-und Bisquit GmbH	Austria
Fulmer Corporation Limited	Bahamas
Kraft Foods (Bahrain) W.L.L.	Bahrain
OOO Kraft Foods	Belarus
Kraft Foods Namur Production SPRL	Belgium
Confibel SPRL	Belgium
Kraft Foods Belgium Production BVBA	Belgium
Kraft Foods Belgium Intellectual Property	Belgium
Mondelez International Belgium BVBA (fka Kraft Foods Production Holdings)	Belgium
Kraft Foods Production Holdings Maatschap	Belgium
Kraft Foods Belgium BVBA	Belgium
Kraft Foods Belgium Services BVBA	Belgium
Kraft Foods Belgium Biscuits Production NV (fka BVBA)	Belgium
Cadbury Belgium BVBA	Belgium
Kraft Foods Belgium Manufacturing Services BVBA	Belgium

Entity Name	Country
Cadbury Adams Bolivia S.A.	Bolivia
Mondelez International de Alimentos S.R.L.	Bolivia
Cadbury Confy (Proprietary) Limited	Botswana
Cadbury Botswana (Proprietary) Limited	Botswana
Taloca Cafe Ltda.	Brazil
Kraft Foods Brasil do Nordeste Ltda.	Brazil
Kraft Foods Brasil Ltda.	Brazil
K&S Alimentos S.A.	Brazil
Aberdare Two Developments Limited	British Virgin Islands
Aberdare Developments Limited	British Virgin Islands
Kraft Foods Bulgaria AD	Bulgaria
3072440 Nova Scotia Company	Canada
152999 Canada Inc.	Canada
Lowney, Inc.	Canada
Freezer Queen Foods (Canada) Limited	Canada
Kraft ULC	Canada
Kraft Asia Pacific (Alberta) GP ULC	Canada
Kraft Holdings ULC	Canada
G-Push Sport Inc.	Canada
Mondelez Canada Inc. (fka Kraft Canada Snack Inc.)	Canada
Mondelez Canada Holdings ULC (fka 1682016 Alberta ULC)	Canada
CS Finance Inc.	Canada
Neilson International Limited	Canada
TCI Realty Holdings Inc.	Canada
Kraft Canada Two LP	Canada
Kraft Foods Chile S.A.	Chile
Cadbury Stani Adams Chile Productos Alimenticios Limitada	Chile
Kraft Foods (China) Co., Ltd.	China
Nabisco Food (Suzhou) Co. Ltd.	China
Kraft Guangtong Food Company, Limited	China
Kraft Tianmei Food (Tianjin) Co. Ltd.	China
Kraft Foods (Beijing) Company Limited	China
Kraft Foods Corporate Management (Shanghai) Co. Ltd.	China
Kraft Foods (Suzhou) Co., Ltd.	China
Kraft Foods (Jiangmen) Co., Ltd.	China
Kraft Foods (Shanghai) Co., Ltd.	China
Cadbury Confectionery (Guangzhou) Co., Limited	China
Cadbury Food Co. Limited China	China
Cadbury Marketing Services Co Ltd Shanghai	China
Kraft Foods Colombia Ltda.	Colombia
Kraft Foods Colombia S.A.S.	Colombia
Taloca y Cia Ltda.	Colombia

Entity Name	Country
Mondelez International Colombia S.A. (fka Industria de Colores y Sabores S.A.)	Colombia
Cadbury Adams Colombia S.A.	Colombia
El Gallito Industrial, S.A.	Costa Rica
Kraft Foods Costa Rica, S.A.	Costa Rica
Cadbury Adams Costa Rica, S.R.L. (fka S.A.)	Costa Rica
Kraft Foods Zagreb d.o.o.	Croatia
Gum Management Services Ltd	Cyprus
Kraft Foods CR s r.o.	Czech Republic
EKO-KOM, a.s.	Czech Republic
Opavia Lu s.r.o.	Czech Republic
Mondelez CR Production s.r.o.	Czech Republic
Kraft Foods Danmark ApS	Denmark
Kraft Foods Danmark Intellectual Property ApS	Denmark
Kraft Foods Dominicana S.A.	Dominican Republic
Cadbury Adams Dominicana S.A.	Dominican Republic
Kraft Foods Ecuador Cia. Ltda.	Ecuador
Kraft Foods Egypt S.A.E.	Egypt
Kraft Foods Egypt Trading LLC	Egypt
Cadbury Egypt for Importation	Egypt
Kraft Foods El Salvador S.A. de C.V.	El Salvador
Cadbury Adams El Salvador S.A. de C.V.	El Salvador
Kraft Foods Eesti Osauhing	Estonia
OY Kraft Foods Finland Ab	Finland
Kraft Foods Finland Production Oy	Finland
Kraft Foods Laverune Production S.N.C.	France
Kraft Foods Strasbourg Production S.N.C.	France
Kraft Foods France Intellectual Property S.A.S.	France
Kraft Foods France S.A.S.	France
Mondelez France Biscuit Distribution SAS (fka Kraft Foods France Biscuits Distribution S.A.S.)	France
Generale Biscuit Glico France	France
Kraft Foods France Biscuit S.A.S.	France
Kraft Foods France Antilles Guyane Distribution SAS	France
LU France SAS	France
Kraft Foods France Ocean Indien Distribution SAS	France
Generale Biscuit SAS	France
Kraft Foods France R&D SAS	France
Cadbury France SAS	France
Mondelez International SAS	France
Comptoir Européen de la Confiserie SAS	France
Kraft Foods Georgia LLC	Georgia
Kraft Foods Deutschland GmbH	Germany
Onko Grossroesterei GmbH	Germany
Carlton Lebensmittel Vertriebs GmbH	Germany
Johann Jacobs GmbH	Germany

Entity Name	Country
Mondelez International Genussmittel GmbH (fka Merido Genussmittel GmbH)	Germany
Kraft Foods Deutschland Holding GmbH	Germany
Kraft Foods Deutschland Intellectual Property GmbH & Co. KG	Germany
Kraft Foods Deutschland Services GmbH & Co. KG	Germany
Kraft Foods Ausser-Haus Service GmbH	Germany
Kraft Foods Deutschland Production GmbH & Co. KG	Germany
Don Snack Foods Handelsgesellschaft GmbH	Germany
Kraft Foods Deutschland Biscuits Production GmbH	Germany
Kraft Foods Deutschland Holding Grundstuecksverwaltungs GmbH & Co. KG	Germany
Kraft Foods Deutschland Production Grundstuecksverwaltungs GmbH & Co. KG	Germany
Kraft Foods Deutschland Biscuits Grundstuecksverwaltungs GmbH & Co. KG	Germany
Lapworth Commodities Limited	Ghana
Cadbury Ghana Limited	Ghana
Kraft Foods Hellas S.A.	Greece
Kraft Foods Hellas Production S.A.	Greece
Kraft Foods Korinthos Production S.A.	Greece
Alimentos Especiales, Socieda Anonima	Guatemala
Cadbury Adams Guatemala, SRL (fka S.A.)	Guatemala
Landers Centro Americana, Fabricantes de Molinos Marca “Corona” S.A. de C.V.	Honduras
Kraft Foods Honduras, S.A.	Honduras
Cadbury Adams Honduras, S.A.	Honduras
Kraft Foods Limited (Asia)	Hong Kong
Cadbury Trading Hong Kong Ltd.	Hong Kong
Cadbury Hong Kong Limited	Hong Kong
Kraft Foods Hungaria Kft	Hungary
Gyori Keksz Kft SARL	Hungary
OKO-Pannon Kft.	Hungary
KJS India Private Limited	India
C S Business Services (India) Pvt. Limited	India
Cadbury India Limited	India
Georges Beverages India Private Limited	India
Induri Farm Limited	India
PT Kraft Foods Indonesia Limited	Indonesia
P.T. Kraft Ultrajaya Indonesia	Indonesia
PT Kraft Indonesia	Indonesia
P.T. Kraft Foods Company Indonesia	Indonesia
P.T. Kraft Symphoni Indonesia	Indonesia
P.T. Cadbury Indonesia	Indonesia
P.T. Cipta Manis Makmur	Indonesia
Krema Limited	Ireland
Kraft Foods Ireland Limited	Ireland
Seurat	Ireland
Cadbury Schweppes Treasury Services	Ireland
Cadbury Schweppes Treasury International	Ireland

Entity Name	Country
Cadbury Schweppes Treasury America	Ireland
Berkeley Re Limited	Ireland
Alreford Limited	Ireland
Trebor (Dublin) Limited	Ireland
Cadbury Schweppes Ireland Limited	Ireland
Trebor Ireland Limited	Ireland
Kraft Foods Ireland Production Limited	Ireland
Kraft Foods Ireland Intellectual Property Ltd	Ireland
Sunkist Soft Drinks International Limited	Ireland
Greencastle Drinks Limited	Ireland/Netherlands
Fattorie Osella S.p.A.	Italy
Cote d'Or Italia S.r.l.	Italy
Kraft Foods Italia S.r.l.	Italy
Kraft Foods Italia Intellectual Property S.r.l.	Italy
Kraft Foods Italia Services S.r.l.	Italy
Kraft Foods Italia Production S.r.L.	Italy
Kraft Foods Italia Biscuits Production S.p.A (fka S.r.l.)	Italy
West Indies Yeast Company Limited	Jamaica
Kraft Foods Jamaica Limited	Jamaica
Ajinomoto General Foods, Inc.	Japan
AGF Suzuka, Inc.	Japan
AGF SP Inc.	Japan
AGF Kanto, Inc.	Japan
Kraft Foods Japan K.K.	Japan
Japan Beverage, Inc.	Japan
Sansei Foods Co. TK	Japan
Nihon Kraft Foods Ltd.	Japan
Meito Adams Company Limited	Japan
Kraft Foods Kazakhstan LLP	Kazakhstan
Cadbury Kenya Limited	Kenya
Dong Suh Foods Corporation	Korea
Migabang Limited Company	Korea
Dong Suh Oil & Fats Co. Ltd.	Korea
Sam Kwang Glass Mfg.	Korea
Daesung Machinery	Korea
SIA Kraft Foods Latvija	Latvia
Cadbury Adams Middle East Offshore S.A.L.	Lebanon
Cadbury Adams Middle East S.A.L.	Lebanon
AB Kraft Foods Lietuva	Lithuania
UAB Mondelez Lietuva Production (fka Kraft Foods Lietuva Production)	Lithuania
Kraft Foods Luxembourg Sarl	Luxembourg
Kraft Foods Financing Luxembourg Sarl	Luxembourg
Kraft Foods Biscuit Financing Luxembourg Sarl	Luxembourg
Kraft Foods Jaya (Malaysia) Sdn Bhd	Malaysia

Entity Name	Country
Kraft Foods Manufacturing Malaysia Sdn. Bhd.	Malaysia
Kraft Malaysia Sdn. Bhd.	Malaysia
Adams Marketing (M) Sdn Bhd	Malaysia
Cadbury Confectionery Malaysia Sdn. Bhd.	Malaysia
Cadbury Confectionery Sales (M) Sdn. Bhd.	Malaysia
Trebor (Malaysia) Sdn. Bhd.	Malaysia
Trebor Sales Sdn. Bhd.	Malaysia
Kraft Snacks Manufacturing Malaysia Sdn. Bhd.	Malaysia
Cadbury Mauritius Ltd	Mauritius
Servicios Integrales Kraft, S. de R.L. de C.V.	Mexico
Servicios Kraft, S. de R.L. de C.V.	Mexico
Kraft Holding S. de R.L. de C.V.	Mexico
Productos Kraft S. de. R.L. de C.V.	Mexico
KTL S. de R.L. de C.V.	Mexico
Kraft Foods de Mexico, S. de R.L. de C.V.	Mexico
Kraft Foods Maroc SA	Morocco
Biscuiterie Industrielle du Maghreb SA	Morocco
Springer Schokoladenfabrik (Pty) Limited	Namibia
Kraft Foods LA NVA B.V.	Netherlands
Kraft Foods LA VA Holding B.V.	Netherlands
Abades B.V.	Netherlands
Gernika, B.V.	Netherlands
Kraft Foods LA MB Holding B.V.	Netherlands
Kraft Foods LA NMB B.V.	Netherlands
Kraft Foods Nederland B.V.	Netherlands
Kraft Foods Central & Eastern Europe Service B.V.	Netherlands
Kraft Foods Cesko Holdings BV	Netherlands
Kraft Foods Espana Biscuits Holdings B.V.	Netherlands
Kraft Foods LA MC B.V.	Netherlands
Kraft Foods North America and Asia B.V.	Netherlands
Kraft Foods Intercontinental Netherlands C.V.	Netherlands
Merola Finance B.V.	Netherlands
Nabisco Holdings II B.V.	Netherlands
Nabisco Holdings I B.V.	Netherlands
Kraft Foods Nederland Services B.V.	Netherlands
Kraft Foods Nederland Biscuit C.V.	Netherlands
Mondelez International Selba B.V. (fka Selba Nederland BV)	Netherlands
Kraft Foods Nederland Intellectual Property BV	Netherlands
Aztecanana BV	Netherlands
Kraft Foods Entity Holdings B.V.	Netherlands
Cadbury CIS B.V.	Netherlands
Cadbury Holdings B.V.	Netherlands
CS Americas Holdings B.V.	Netherlands
Cadbury Netherlands International Holdings B.V.	Netherlands

Entity Name	Country
Cadbury Enterprises Holdings B.V.	Netherlands
Kraft Foods Holland Holding BV	Netherlands
Kraft Foods (New Zealand)	New Zealand
Kraft Foods Investments (New Zealand)	New Zealand
Cadbury	New Zealand
Landrew Holdings Limited	New Zealand
Teming Investments Limited	New Zealand
The Natural Confectionery Co (NZ)	New Zealand
Kraft Foods de Nicaragua, S.A.	Nicaragua
Cadbury Adams Nicaragua, S.A.	Nicaragua
Cadbury Nigeria PLC	Nigeria
Stanmark Cocoa Processing Company Limited	Nigeria
Freia A/S	Norway
Kraft Foods Norge A/S	Norway
Kraft Foods Norge Intellectual Property AS	Norway
Kraft Foods Norge Production AS	Norway
Continental Biscuits Ltd.	Pakistan
Kraft Foods Pakistan Limited	Pakistan
Kraft Foods Panama, S.A.	Panama
Cadbury Adams Panama, Sociedad Anonima	Panama
Kraft Foods Peru S.A.	Peru
Cadbury Adams Peru S.A.	Peru
Kraft Foods (Philippines) Inc.	Philippines
San Dionsio Realty Corporation	Philippines
Nabisco Philippines Inc.	Philippines
Kraft Foods Polska S.A.	Poland
Kraft Foods Poland Sp. z o.o.	Poland
Kraft Foods Poland Sp. z o.o. IP Sp. k.	Poland
Lu Polska SA	Poland
Kraft Foods Polska Confectionery Production Sp. z o.o.	Poland
Kraft Foods Poland Sp. z.o.o. S.K.A. (fka Millo sp zoo SKA)	Poland
Mondelez Polska Brands Sp. Zoo	Poland
Kraft Foods Portugal-Produtos Alimentares, Unipessoal Lda.	Portugal
Kraft Foods Portugal Iberia-Produtos Alimentares, Lda.	Portugal
Nabisco Branch	Puerto Rico
Kraft Foods (Puerto Rico), LLC	Puerto Rico
Kraft Foods Romania S.A.	Romania
OOO Kraft Foods Rus	Russia
OOO Kraft Foods Sales and Marketing	Russia
Mondelez International Rus	Russia
Dirol Cadbury LLC	Russia
Nabisco Arabia Co. Ltd.	Saudi Arabia
Kraft Foods d.o.o. Belgrade	Serbia
Kraft Foods Holdings Singapore Pte. Ltd.	Singapore

Entity Name	Country
Kraft Foods Trading Singapore Pte. Ltd.	Singapore
Mondelez Asia Pacific Pte. Ltd. (fka Kraft Foods Asia-Pacific Services Pte. Ltd.)	Singapore
Taloca (Singapore) Pte Ltd.	Singapore
Kuan Enterprises Pte. Ltd.	Singapore
Kraft Foods Singapore Pte. Ltd.	Singapore
Symphony Biscuits Holdings Pte. Ltd.	Singapore
Biscuit Brands (Kuan) Pte Ltd	Singapore
Kraft Helix Singapore Pte. Ltd.	Singapore
Cadbury Enterprises Pte. Ltd.	Singapore
Cadbury Singapore Pte Limited	Singapore
Mondelez Business Services AP Pte Ltd	Singapore
Kraft Foods Slovakia, a.s.	Slovakia
Kraft Foods European Business Services Centre s.r.o.	Slovakia
ENVI-PAK	Slovakia
Mondelez SR Production s.r.o.	Slovakia
Kraft Foods, trgovska druzba, d.o.o, Ljubjana	Slovenia
Kraft Foods Services South Africa (Pty) Ltd.	South Africa
Kraft Foods South Africa (Proprietary) Limited	South Africa
Chapelat-Humphries Investments (Pty) Limited	South Africa
Chapelat (Pty) Limited	South Africa
Chapelat Industries (Pty) Limited	South Africa
Humphries (Pty) Limited	South Africa
Cadbury South Africa (Pty) Limited	South Africa
Cadbury Schweppes Management Services (Pty) Limited	South Africa
Kraft Foods Espana Production, S.L.U.	Spain
Kraft Foods Espana Commercial S.L.U.	Spain
Kraft Foods Espana Services S.L.U.	Spain
Kraft Foods Espana Holdings S.L.U.	Spain
Kraft Foods Espana Intellectual Property SLU	Spain
Kraft Foods Galletas Production S.L.U. (fka S.A.U.)	Spain
Kraft Foods Postres Production S.A.U.	Spain
Kraft Foods Espana Biscuits Holdings y Campania S.C.	Spain
Kraft Foods Espana Biscuits Production S.L.U.	Spain
Kraft Foods Espana Confectionery Production SLU	Spain
Chapelat Swaziland (Proprietary) Limited	Swaziland
Cadbury (Swaziland) (Pty) Limited	Swaziland/South Africa
Kraft Foods Sverige AB	Sweden
Kraft Foods Sverige Intellectual Property AB	Sweden
Kraft Foods Sverige Production AB	Sweden
Kraft Foods Sverige Holding AB	Sweden
Kraft Foods Biscuits Holding GmbH	Switzerland
Kraft Foods Intercontinental Schweiz GmbH	Switzerland
Kraft Foods Schweiz Holding GmbH	Switzerland
Kraft Foods Holding (Europa) GmbH	Switzerland

Entity Name	Country
Kraft Foods Finance Europe AG	Switzerland
Kraft Foods Schweiz GmbH	Switzerland
Kraft Foods Europe GmbH	Switzerland
Kraft Foods Europe Services GmbH	Switzerland
Kraft Foods Europe Procurement GmbH	Switzerland
Taloca GmbH	Switzerland
Kraft Foods World Travel Retail GmbH	Switzerland
Kraft Foods Schweiz Production GmbH	Switzerland
Consodri Investments AG	Switzerland
Lambras Holdings AG	Switzerland
Kraft Foods Taiwan Limited	Taiwan
Kraft Foods (Thailand) Limited	Thailand
Cadbury Adams (Thailand) Limited	Thailand
Cadbury South East Asia Limited	Thailand
Kraft Foods (Trinidad) Unlimited	Trinidad
Societe Tunisiene de Biscuiterie SA	Tunisia
Kraft Gida Sanayi Ve Ticaret A. S.	Turkey
Kent Gida Maddeleri Sanayii ve Ticaret Anonim Sirketi	Turkey
Cadbury South Africa (Holdings)	UK/South Africa
Closed Joint Stock Company Kraft Foods Ukraina	Ukraine
LLC Chipsy LYUKS	Ukraine
Dirol Cadbury Ukraine SFE	Ukraine
Kraft Foods Middle East & Africa FZE	United Arab Emirates
Cadbury Schweppes Treasury (Isle of Man)	United Kingdom
Cadbury New Zealand LLP	United Kingdom
Kraft Foods UK R&D Ltd.	United Kingdom
The Kenco Coffee Company Limited	United Kingdom
Kraft Foods UK Intellectual Property Limited	United Kingdom
Kraft Foods UK Production Limited	United Kingdom
Kraft Foods Middle East & Africa Ltd.	United Kingdom
Kraft Foods UK Ltd.	United Kingdom
Chromium Suchex No. 2 LLP	United Kingdom
Chromium Suchex LLP	United Kingdom
Chromium Acquisitions Limited	United Kingdom
Ritz Biscuit Company Limited	United Kingdom
Cadbury Limited	United Kingdom
Cadbury Nominees Limited	United Kingdom
Cadbury Schweppes Finance Limited	United Kingdom
Cadbury Holdings Limited	United Kingdom
Yellowcastle Limited	United Kingdom
Hesdin Investments Limited	United Kingdom
Jigsaw Consortium Limited	United Kingdom
L. Rose & Co., Limited	United Kingdom
Reading Scientific Services Limited	United Kingdom

Entity Name	Country
Galactogen Products Limited	United Kingdom
Schweppes Limited	United Kingdom
Somerdale Limited	United Kingdom
Vantas International Limited	United Kingdom
Cadbury UK Limited	United Kingdom
Cadbury International Limited	United Kingdom
Kraft Russia Limited	United Kingdom
Arcadian of Devon Limited	United Kingdom
The Ghana Cocoa Growing Research Association Limited	United Kingdom
Brentwick Limited	United Kingdom
Cadbury Russia Limited	United Kingdom
Cadbury Russia Two Ltd	United Kingdom
Cadbury Schweppes Investments Ltd	United Kingdom
Kraft Foods Investment Holdings UK Limited	United Kingdom
Chromium Assets Limited	United Kingdom
Kraft Foods UK IP & Production Holdings Ltd.	United Kingdom
Cadbury Schweppes Overseas Limited	United Kingdom
Cadbury One LLP	United Kingdom
Cadbury Two LLP	United Kingdom
Cadbury Three LLP	United Kingdom
Cadbury Four LLP	United Kingdom
Cadbury Five LLP	United Kingdom
Cadbury Six LLP	United Kingdom
Cadbury Seven LLP	United Kingdom
Cadbury Eight LLP	United Kingdom
Cadbury Nine LLP	United Kingdom
Cadbury Ten LLP	United Kingdom
Cadbury Eleven LLP	United Kingdom
Cadbury Twelve LLP	United Kingdom
The Cocoa Research Association Limited	United Kingdom
Trebor Bassett Holdings Limited	United Kingdom
Kraft Foods UK Confectionery Production Ltd	United Kingdom
Ernest Jackson & Co Limited	United Kingdom
The Old Leo Company Limited	United Kingdom
Trebor Bassett Limited	United Kingdom
Green & Black’s Limited	United Kingdom
Trebor International Limited	United Kingdom
Cadbury US Holdings Limited	United Kingdom
Cadbury Financial Services	United Kingdom
Craven Keiller	United Kingdom
Kraft Foods Brentwick LLC	United States
Kraft Foods R & D, Inc.	United States
KFI-USLLC XI	United States
KFI-USLLC XIII	United States

Entity Name	Country
Kraft Foods Taiwan Holdings LLC	United States
Kraft Foods Holdings LLC	United States
Kraft Foods International Beverages LLC	United States
Kraft Foods International Services LLC	United States
Kraft Foods International Europe Holdings LLC	United States
KFI-USLLC XIV	United States
Nabisco International Limited	United States
Mondelēz International Inc. (fka Kraft Foods Inc.)	United States
Kraft Foods Aviation, LLC	United States
Callard & Bowser-Suchard, Inc.	United States
Nabisco Royal Argentina LLC	United States
Mondelēz Global LLC (fka Kraft Foods Snack Company LLC)	United States
Thrive 365 LLC	United States
Intercontinental Brands LLC	United States
Mondelēz BTN Holdings LLC (fka Kraft BTN Holdings LLC)	United States
Back to Nature Food Company, LLC	United States
Kraft Foods Global Brands LLC	United States
Mondelēz International Holdings LLC	United States
Mondelēz International Service Holdings LLC	United States
Mondelēz International Service LLC	United States
The Hervin Company	United States
Hervin Holdings, Inc.	United States
Kraft Foods International Holdings Delaware LLC	United States
Kraft Foods International Biscuit Holdings LLC	United States
Kraft Foods Biscuit Brands Kuan LLC	United States
Kraft Foods Asia Pacific Services LLC	United States
Mondelez Suchex Holdings LLC	United States
NSA Holdings LLC	United States
Kraft Foods Latin America Holding LLC	United States
KFI-USLLC I	United States
KFI-USLLC VII	United States
KFI-USLLC VIII	United States
KFI-USLLC IX	United States
KFI-USLLC XVI	United States
NISA Holdings LLC	United States
Mondelez G Holdings, LLC	United States
Kraft Foods Brentwick LLC	United States
Cadbury Schweppes US Finance LLC	United States
Kraft Foods Uruguay S.A.	Uruguay
C.A.S. Uruguay S.A.	Uruguay
Covenco Holding C.A.	Venezuela
Compania Venezolana de Conservas C.A.	Venezuela
Tevalca Holdings C.A.	Venezuela
Kraft Foods Venezuela, C. A.	Venezuela

Entity Name	Country
Cadbury Beverages de Venezuela CA	Venezuela
Cadbury Adams, S.A.	Venezuela
Promotora Cadbury Adams, C.A.	Venezuela
Cadbury Schweppes Zimbabwe (Private) Limited	Zimbabwe
Crystal Candy (Private) Limited	Zimbabwe

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (File Nos. 333-172488, 333-147829 and 333-141891) and on Form S-8 (File Nos. 333-174665, 333-165736, 333-71266, 333-84616, 333-125992, 333-184178 and 333-183993) of Mondelēz International, Inc. of our reports dated February 25, 2013 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Annual Report on Form 10-K.

/s/ PricewaterhouseCoopers LLP
Chicago, Illinois
February 25, 2013

EXHIBIT 31.1

Certifications

I, Irene B. Rosenfeld, certify that:

1. I have reviewed this annual report on Form 10-K of Mondelēz International, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2013

/s/ IRENE B. ROSENFELD
Irene B. Rosenfeld
Chairman and Chief Executive Officer

EXHIBIT 31.2

Certifications

I, David A. Brearton, certify that:

1. I have reviewed this annual report on Form 10-K of Mondelēz International, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2013

/s/ DAVID A. BREARTON
David A. Brearton
Executive Vice President and
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATIONS OF
CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Irene B. Rosenfeld, Chairman and Chief Executive Officer of Mondelēz International, Inc., ("Mondelēz International") certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Mondelēz International's Annual Report on Form 10-K for the period ended December 31, 2012, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in Mondelēz International's Annual Report on Form 10-K fairly presents in all material respects Mondelēz International's financial condition and results of operations.

/ s / IRENE B. ROSENFELD
Irene B. Rosenfeld
Chairman and Chief Executive Officer
February 25, 2013

I, David A. Brearton, Executive Vice President and Chief Financial Officer of Mondelēz International, Inc., ("Mondelēz International") certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that Mondelēz International's Annual Report on Form 10-K for the period ended December 31, 2012, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in Mondelēz International's Annual Report on Form 10-K fairly presents in all material respects Mondelēz International's financial condition and results of operations.

/ s / DAVID A. BREARTON
David A. Brearton
Executive Vice President and
Chief Financial Officer
February 25, 2013

A signed original of these written statements required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Mondelēz International, Inc. and will be retained by Mondelēz International, Inc. and furnished to the Securities and Exchange Commission or its staff upon request