

1. CSR Policies

- 1.1. **Forced Labor.** Supplier shall not use any forced labor, which means any work or service performed involuntarily under threat of physical or other penalty. Supplier shall respect the freedom of movement of its workers and not restrict their movement by controlling identity papers, holding money deposits, or taking any other action to prevent workers from terminating their employment. If workers enter into employment agreements with Supplier, workers should do so voluntarily.
- 1.2. **Child Labor.** Supplier shall not directly (or indirectly through the use of its subcontractors) employ any children under the age of 18 years of age unless legal, necessary, and the following are met:
 - A. Supplier shall comply with the minimum employment age limit defined by national law or by International Labor Organization (“ILO”) Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandatory schooling age, but not less than 15 years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and national law.
 - B. Supplier shall ensure that employees working in facilities that are manufacturing or packaging MDLZ finished products, serving as temporary employees to MDLZ, or present at MDLZ facilities, are at least 15 years of age (and no exceptions allowed by the ILO or national law will apply).
 - C. Supplier must demonstrate that their employment does not expose them to undue physical risks that can harm physical, mental, or emotional development.
- 1.3. **Diversity and Inclusion.** Supplier shall hire, compensate, promote, discipline, and provide other conditions of employment based solely on an individual’s performance and ability to do the job (except as required under collective bargaining agreements). Supplier shall not discriminate based on a person’s race, sex, age, nationality, marital status, ethnic origin, or any legally protected status.
- 1.4. **Harassment and Abuse.** Supplier shall provide a workplace free from harassment, which can take many forms, including sexual, verbal, physical or visual behavior that creates an offensive, hostile, or intimidating environment.
- 1.5. **Safety and Health.** Supplier shall (i) endeavor to provide safe working conditions, (ii) provide its employees with appropriate protection from exposure to hazardous materials, and (iii) provide its employees with access to potable water and clean sanitation facilities.
- 1.6. **Third-Party Representation.** Supplier shall respect the decision of its employees to join and support a union as well as their decision to refrain from doing so where legally permitted.
- 1.7. **Working Hours and Compensation.** Within the bounds of normal seasonal and other fluctuations in business requirements, Supplier shall (i) maintain a reasonable overall pattern of required working hours and days off for its employees so that total work hours per week do not regularly exceed industry norms; (ii) pay fair and timely compensation, including any required premium payments for overtime work; and (iii) advise new employees at the time of hiring if mandatory overtime is a condition of employment.
- 1.8. **Disciplinary Practices.** Supplier shall not use corporal punishment or other forms of mental or physical coercion as a form of discipline.
- 1.9. **Business Integrity.** Supplier shall promote honesty and integrity in its business conduct by raising ethical awareness among its employees and providing direction and education on ethical issues. Further, Supplier shall not: pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships.

- 1.10. **Environment and Sustainability.** Supplier shall work to continuously improve its environmental performance by setting and then working toward quantifiable goals that reduce the environmental impact of its activities.

MDLZ may, in its sole discretion, determine that so long as Supplier operates in compliance with its own Code of Ethics or similar documents, provided to MDLZ, then MDLZ will consider Supplier to be in compliance with the CSR Policies.

2. Other Policies

- 2.1. **Background Checks.** If allowed by applicable law and unless otherwise agreed by MDLZ in writing, Supplier shall not assign any person to perform work under this agreement unless he or she: (i) is mentally and physically qualified to perform all assigned duties (subject to any duty to accommodate under applicable law); (ii) is legally entitled to work in the country in which he or she is employed; and (iii) has either worked for Supplier for at least one year prior to assignment or passed a background check verifying that he or she has not been convicted (without pardon) within the last 7 years of a criminal offense related to the assigned duties (subject to restrictions imposed by collective bargaining agreements and applicable law). If MDLZ has reasonable concern that Supplier has not complied with this provision, MDLZ may audit.
- 2.2. **Drug-Free Workplace.** If allowed by applicable law and unless otherwise agreed by MDLZ in writing, Supplier shall have (and document) a zero tolerance policy for illegal drugs, applied to hiring of employees and use in the workplace. Supplier shall require all subcontractors who perform work under this agreement to comply with the requirements of this paragraph.
- 2.3. **On-Site Personnel.** Supplier shall ensure that all employees or contractors of Supplier assigned to work at MDLZ offices or facilities (which requires MDLZ's consent) ("On-Site Personnel") do not pose a risk to anyone's health, safety, or welfare. The parties shall mutually agree on the amount of time such On-Site Personnel spend at MDLZ facilities. The parties shall consult on the selection of On-Site Personnel, and MDLZ may request the removal of any person. While at MDLZ's facilities, On-Site Personnel shall not perform services for any of Supplier's other clients or prospective clients. MDLZ shall not be responsible for any wages, insurance, worker's compensation, or other employee benefits of On-Site Personnel, who will be subject to Supplier direction, control, and employment policies (including daily and weekly work hour requirements and vacation policies) and also to certain MDLZ procedures applying broadly to workers on its premises. No employee or contractor of Supplier will be deemed to be an employee of MDLZ.
- 2.4. **Sarbanes-Oxley:** Under the Sarbanes-Oxley Act of 2002 and other applicable laws, MDLZ must identify and assess any serious financial risks to it and ensure that adequate controls are in place to address them. MDLZ may, at any time in its sole discretion, require Supplier, at its expense, to furnish MDLZ with: (A) written documentation of the testing of Supplier's controls environment and/or (B) an SSAE 16 (formerly SAS 70) or ISAE 3402, or successor, report dated within 6 months of MDLZ's request and prepared by a nationally recognized public accounting firm reasonably acceptable to MDLZ. These documents must be sufficient in scope and manner to establish that Supplier's controls are adequate (independently or in conjunction with MDLZ's internal controls) in the reasonable judgment of MDLZ and its external auditor.