

GENERAL TERMS & CONDITIONS

Under this Purchase Order ("PO"), the Mondelēz International legal entity or its affiliate or branch specified on this PO ("MDLZ") agrees to purchase the goods and/or services listed on this PO. You may accept this PO by informing MDLZ or beginning to perform under it, whichever you do first, and you will be deemed to have accepted it if MDLZ does not receive a rejection within 7 days after issuance of the PO. MDLZ rejects any amendments or terms you propose to this PO (including on your forms, invoices or otherwise).

1. Prices and Payment. You will sell to MDLZ at the price stated on this PO. If no price is stated, the price will be the lower of (a) the last price you charged or quoted MDLZ or (b) the lowest price allowed by applicable law. The price includes all costs unless MDLZ agrees in advance in writing to reimburse you, in which case you will list them on the invoice without markup after any discount or rebate and provide copies of original receipts. You will not invoice MDLZ for goods until you have delivered them nor for services until you have performed them, unless MDLZ agrees otherwise in writing. MDLZ has no obligation to pay invoices received for goods or services more than 6 months after they are delivered or performed, unless required by applicable law. The payment terms time-period on this PO will begin once MDLZ receives acceptable goods and services or a correct invoice, whichever MDLZ chooses (unless applicable law requires the time period to begin on the invoice date). By accepting this PO you agree that MDLZ will pay you within MDLZ's payment period cycle which follows the timeframe specified on this PO (if none, 60 days in the European Union and 120 days in the rest of the world), unless MDLZ applies shorter payment terms due to mandatory rules under applicable law. Your invoice must show the PO number. If legally allowed, MDLZ may withhold disputed amounts under this PO until the dispute is resolved, and MDLZ may offset any amounts you or your affiliates owe MDLZ or any of its affiliates (but MDLZ has no joint and several liability with its affiliates). Subject to applicable law, you will use the electronic system MDLZ specifies (which may require you to register with a third-party at your expense where allowed by law) to receive orders, issue invoices, and receive payments.

2. Obligations and Warranties. You will ensure that all goods (including their packaging) and services will: (a) comply with MDLZ specifications (or your specifications that we have approved) and conform to all samples approved; (b) be free of defects, correctly labeled, made with new materials, and be of good quality and workmanship; (c) be suitable for their intended use in or with food products and not to your knowledge contain any chemicals which MDLZ is required to report to local governmental authorities or are otherwise legally restricted; (d) not infringe, nor will MDLZ's use of them infringe, anyone's intellectual property rights or any other rights; (e) not impart any unintended flavor, odor, texture or color to any MDLZ products; and (f) be performed diligently and in a professional and workmanlike manner. You will sign pure food guaranties as MDLZ reasonably requests if required by applicable law. You will ensure that you and the goods and services comply with: (i) all applicable laws, regulations, and industry standards of the countries in which the goods are delivered or services are performed and/or will be used (provided MDLZ has advised you of those countries), (ii) the MDLZ Code of Conduct, and (iii) MDLZ's applicable Supplier/Co-Manufacturer Quality Expectations Manuals (including ingredient-specific requirements) and HACCP Standard Manual ((ii) and (iii) are available on MDLZ's "[Supplier Portal](#)" on the internet). You acknowledge receiving the manuals, which are made a part of this PO, and are subject to change. You must tell MDLZ immediately

if you learn of any potential quality, safety or labeling problem with the goods and services or any potential violation of your obligations in this PO. You hereby assign to MDLZ any warranties related to the goods and services, or if you cannot assign them, you agree to make claims under them on MDLZ's behalf at MDLZ's request. You will ensure that your employees, agents, and subcontractors comply with this PO and, in addition when on MDLZ's premises, the quality, safety and security requirements of such location.

3. Materials. Unless MDLZ provides you with materials in connection with this PO, you will obtain all necessary materials, they will remain your property, and MDLZ has no responsibility for them. MDLZ may direct you to purchase materials from certain suppliers and you will do so unless it would cause you to breach your existing contracts. You will only use such materials to perform under this PO and pass through to MDLZ any rebates or other savings you receive as a result. If MDLZ provides you with materials in connection with this PO, they will remain MDLZ's property, you will maintain them in good condition, you will ensure they remain free of any liens or security interests, you will only use them in connection with this PO, and you will return them to MDLZ or otherwise dispose of them as MDLZ directs. Using materials MDLZ provides or directs you to purchase does not relieve you of any obligations under this PO.

4. Rejection. MDLZ may inspect goods and services within a reasonable time upon delivery and notify you of any non-compliance that exists and you will not claim forfeiture of MDLZ's warranties in case of delayed inspection and notification. MDLZ may at its sole discretion (according to applicable law) reject and return to you at your expense, all or any part of the goods or services delivered in excess of the quantity ordered and/or which do not conform to the PO or your obligations. In such a case you will, at MDLZ's discretion, do one or more of the following: (a) deliver replacement goods or services that conform to the PO and your obligations within a reasonable time, (b) refund MDLZ in full or give MDLZ an appropriate discount, and/or (c) reimburse MDLZ for the cost of substitute goods or services MDLZ purchases due to your non-compliance. You will also compensate MDLZ for any losses or damages MDLZ incurs in connection with any of the above. You will bear any costs MDLZ incurs in connection with the delivery of replacement goods and services including transportation, removal, examination, installation, etc. Regardless of MDLZ's obligations you are responsible for testing, inspection, quality control, and of providing certificates of analysis from accredited laboratories to MDLZ. Payment for goods or services does not imply acceptance.

5. Changes and Cancellation. Before you deliver the goods or perform the services, MDLZ may request changes. If we demonstrate that a change will reduce your costs or if you demonstrate that a change will increase your costs or affect your ability to complete this PO on time, MDLZ will negotiate a fair adjustment to the price or schedule with you or MDLZ may decide not to effectuate the changes. MDLZ may cancel this PO with respect to any goods not yet delivered or services not yet performed by notifying you. After MDLZ notifies you, you will take all reasonable steps to minimize costs due to MDLZ's cancellation. As your exclusive remedy, MDLZ will pay you for your unavoidable costs incurred before receiving MDLZ's notice (less any savings realized from MDLZ's cancellation) that you can document to MDLZ's reasonable satisfaction.

6. Delivery and Risk. Unless specified otherwise in this PO or in a written agreement signed by both parties which governs this purchase, you will deliver the goods to MDLZ under Incoterms 2010 DDP to MDLZ's "deliver to" location stated in this PO and you assume the risk of loss or damage to the goods until they are satisfactorily delivered to MDLZ. If goods are sent from a

different country, you will act as the importer and assume responsibility of the import process until MDLZ satisfactorily receives the goods with appropriate information and corresponding customs paperwork, unless MDLZ agrees otherwise in writing or the agreed INCOTERMS dictate otherwise. You will bear the costs, including taxes and other delivery charges, for imported goods and MDLZ is entitled to provide you reasonable instructions on document issuing. In the event that MDLZ decides to handle its own importation process, you will provide MDLZ with the necessary documents to complete the process. If a fixed delivery date or time is agreed for this PO, time is of the essence and if you are late in delivering the goods or performing the services, MDLZ may cancel the PO and may not pay for goods not delivered or services not performed at the promised time. MDLZ may purchase substitute goods or services at your cost and you will compensate MDLZ for any other loss MDLZ incurs. You will deliver on weekdays during MDLZ's normal business hours. You will properly label all units with your name, description of goods, PO number, batch number and if applicable "best before date" and any other identifying information MDLZ requires. You will provide accurate and complete information on all shipping and customs documents, including a description of the goods, country of origin and manufacture, currency, delivery terms and the actual manufacturing site if goods are ingredients or food-contact packaging materials.

7. Indemnification. You will indemnify, defend and hold MDLZ (and its affiliates, employees, and agents) harmless from any and all losses, damages, fines, penalties, and expenses (including reasonable legal fees) arising from third party claims resulting from actual or alleged breaches of this PO, negligent acts or omissions, or willful misconduct by you or your employees, agents, or subcontractors.

8. Insurance. You will hold, at your expense, general and products liability insurance that covers your obligations under this PO, with a limit established by the law or by MDLZ's purchasing affiliate or location (whichever is greater), but in no event less than \$300,000 USD (or local equivalent) per occurrence, unless this PO specifies otherwise. If your employees will be present at MDLZ's facilities or will be working as an agent on our behalf, you will also hold, at your expense, (a) workers- compensation and/or employers liability in the amounts required by applicable law, and (b) automobile (including liability) coverage with a limit established by law or by MDLZ's purchasing affiliate or location, or if no such limit is established, then with a limit of at least \$30,000 USD (or local equivalent) per occurrence. You will purchase said insurance from insurance companies that have an AM Best rating of no less than A-VII and are qualified to do business in the country of MDLZ's purchasing affiliate or location.

9. Dispute Resolution and Governing Law. If the parties cannot resolve a dispute regarding this PO through good faith negotiation, it will be exclusively resolved by decision of the commercial courts of the country and state (or other territory, if applicable) specified on the PO as the location for resolving disputes or if none, in which MDLZ (or its buying or receiving affiliate or branch) is registered (or other location if legally mandated), and the law of that country and state (or other territory, if applicable) will apply. You waive any objection to such jurisdiction and any right to bring an action elsewhere. The United Nations Convention on the International Sale of Goods will not apply.

10. Uncontrollable Events. If either party is unable to comply with this PO because of events beyond its reasonable control, that party will promptly notify the other in writing and will make reasonable efforts to restore its ability to perform within 10 days. If the inability to perform continues for more than 10 days, the other party may cancel this PO immediately, without costs

or penalty, by giving written notice to the party unable to perform. Unexpected cost increases caused by events or changing market conditions, and labor strikes, work slowdowns, or other job actions at your facility are not uncontrollable events.

11. Audits. MDLZ may audit any of your facilities and records involved with this PO to evaluate your quality and food protection procedures and compliance with specifications ("Quality Audits"), your compliance with MDLZ's Corporate Social Responsibility ("CSR") Policies ("CSR Audits"), and to verify that pricing, pass-through costs, reimbursable expenses, or other financial provisions conform to this PO ("Financial Audits"). MDLZ may conduct Quality and Financial Audits itself or through third-party representatives that MDLZ selects or that you select from MDLZ's pre-approved list, and you will not request any auditor to sign an additional agreement in order to conduct the audit. MDLZ may also require that you complete a questionnaire either in lieu of or in advance of an audit, or that you register with and submit information to a third-party that MDLZ has selected to manage audit information. For Quality Audits, MDLZ may request that you have a third party audit performed according to the Global Food Safety Initiative (GFSI) accredited certification systems (mandatory if you are providing raw materials or packaging). For CSR Audits, MDLZ may request that you participate in the Program for Responsible Sourcing sponsored by AIM in Europe and GMA in the U.S. ("AIM-PROGRESS"). If so, you will promptly register with the Supplier Ethical Data Exchange ("SEDEX") and complete a self-assessment questionnaire ("SAQ") for each location involved in your performance under this PO. You will keep the SAQ information current, updating it at least annually, and ensure that MDLZ has access to it. MDLZ may require further information or that you take corrective actions as a result of the SAQ. MDLZ may also require you to have an audit performed in accordance with the AIM-PROGRESS guidelines by an auditor MDLZ approves. You may request that MDLZ accept an audit you have performed for another customer, and MDLZ will decide whether to accept it in whole or in part. MDLZ may require re-audits periodically according to MDLZ's risk assessment. If you have violated this PO, you will immediately take corrective actions that MDLZ reasonably requires, and MDLZ or its representative may audit your facility or records as often as reasonably necessary to verify correction. For Quality and CSR Audits (including AIM-PROGRESS), MDLZ will bear its own internal costs and you will bear all other audit costs (including those of the third-party auditors). For Financial Audits, MDLZ will bear its own internal costs and the cost of the auditors, unless MDLZ discovers you have violated this PO, then you will reimburse MDLZ's costs. If you refuse any audit, MDLZ can withhold payment and/or MDLZ may cancel the PO.

12. Confidential Information. Any non-public information that you learn about MDLZ in connection with this PO, including the PO itself, is MDLZ's confidential information and you may not disclose it to any third party. You may only use MDLZ's confidential information to perform under this PO, and may share it only on a need-to-know basis with your employees (and others we have previously approved who have signed confidentiality agreements reasonably acceptable to MDLZ). MDLZ owns the confidential information and you must return it and all copies to MDLZ or dispose of it in a manner approved by MDLZ if it requests. You will not, without MDLZ's prior written consent, advertise or publish the fact that you have contracted to provide MDLZ with goods or services.

13. Intellectual Property Rights.

(a) **Pre-Existing Intellectual Property.** MDLZ and you shall each own and continue to own all worldwide intellectual property rights, industrial property rights, and other proprietary rights of any nature whether registered or not ("IP Rights") that each owned prior to the issuance of this PO.

(b) **Custom Works.** If you or your permitted sub-contractors create, design, invent, acquire, or develop work for MDLZ or on MDLZ's behalf which is (or could be) subject to any IP Rights or which contains matter that is (or could be) subject to any IP Rights ("Custom Works"), you hereby confirm that, to the greatest extent permitted by law: (i) all such Custom Works are a "work made for hire" as defined in U.S. copyright law and any similar or analogous law or statute of any other jurisdiction; (ii) effective as of the date of creation MDLZ shall be considered the sole "author" and exclusive owner of all right, title and interest worldwide in and to any such Custom Works and all elements thereof and any IP Rights and derivative rights that flow therefrom; and (iii) all rights to register the same shall belong to and automatically vest in MDLZ. If for any reason such IP Rights do not vest in MDLZ in accordance with the above, you hereby irrevocably and exclusively assign and transfer to MDLZ all IP Rights in such Custom Works, or if that is not possible, you hereby grant MDLZ a licence which is exclusive, worldwide, perpetual, irrevocable, royalty-free, assignable and sub-licensable, to use the Custom Works.

(c) **Full Rights.** You represent that you have the full right to assign and to grant to MDLZ all rights, title and interests to all the IP Rights in the Custom Works. You further represent and warrant that (i) the Custom Works have been exclusively developed through your original authorship and do not infringe or otherwise violate the rights of any third-party, and (ii) you do not have any other agreement or commitment that may interfere with the transfer of all IP Rights in the Custom Works to MDLZ. In case of inventions made by one of your employees or the employees of any of your permitted subcontractors according to the applicable law in the relevant jurisdiction(s), you shall ensure that all rights, including inventions, created or developed by such employees are properly and unrestrictedly claimed by or assigned to you in order to enable you to assign such rights in inventions to MDLZ in accordance with this PO.

(d) **Consent and Waiver of Rights.** You consent to any use by MDLZ or its designees of the Custom Works, any expressive elements thereof, any derivative works, or any intellectual property embodied therein, and covenant not to take any action (and to ensure that your employees and contractors take no action) to interfere with such use. You shall procure that your employees and your permitted sub-contractors to the fullest extent permitted by law waive any moral rights in the Custom Works to which they are now or may at any future time be entitled under any provisions of law, and all claims and causes of action pertinent to the Custom Works and/or to the foregoing rights. To the fullest extent permitted by law, you waive any rights to revoke the assignments, licences and consents provided herein.

(e) **Adequate Consideration.** It is agreed that consideration for any of the above acts in this clause is included in your compensation under this PO.

(f) **Documentation.** You shall, at MDLZ's request and expense, execute (or procure the execution of) documents such as confirmatory assignments, registrations, notarizations, and filings for the prosecution, registration and enforcement of any IP Rights in Custom Works.

14. Taxes. Unless both parties agree otherwise in writing, each party will be responsible for its own respective taxes as required by law. If you are required to charge tax (e.g., state sales tax or goods and services tax) or MDLZ is required to withhold tax, then the required party will give the other the opportunity to demonstrate (and document) how such charge or withholding may be mitigated (for example, by providing a sales tax exemption certificate).

15. Corporate Social Responsibility. You will comply with the following in performing under this PO:

(a) **Forced Labor.** You will not use any forced labor, which means any work or service performed involuntarily under threat of physical or other penalty. You shall respect the freedom of movement of your 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 you, workers should do so voluntarily.

(b) **Child Labor.** You will not directly (or indirectly through the use of your subcontractors) employ any children under the age of 18 years of age unless legal, necessary, and the following are met:

(i) You will 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.

(ii) You will ensure that employees working in facilities that are manufacturing or packaging MDLZ's finished products, serving as temporary employees to MDLZ, or present at MDLZ's facilities, are at least 15 years of age (and no exceptions allowed by the ILO or national law will apply).

(iii) You must demonstrate that their employment does not expose them to undue physical risks that can harm physical, mental, or emotional development.

(c) **Diversity and Inclusion.** You will 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). You will not discriminate based on a person's race, sex, age, nationality, marital status, ethnic origin, or any legally protected status.

(d) **Harassment and Abuse.** You will 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.

(e) **Safety and Health.** You will (i) endeavor to provide safe working conditions, (ii) provide your employees with appropriate protection from exposure to hazardous materials, and (iii) provide your employees with access to potable water and clean sanitation facilities.

(f) **Third-Party Representation.** You will respect the decision of your employees to join and support a union as well as their decision to refrain from doing so where legally permitted.

(g) **Working Hours and Compensation.** Within the bounds of normal seasonal and other fluctuations in business requirements, you will (i) maintain a reasonable overall pattern of required working hours and days off for your 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.

(h) **Disciplinary Practices.** You will not use corporal punishment or other forms of mental or physical coercion as a form of discipline.

(i) **Business Integrity.** You will promote honesty and integrity in your business conduct by raising ethical awareness among your employees and providing direction and education on ethical issues. Further, you will not: pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships.

(j) **Environment and Sustainability.** You will work to continuously improve your environmental performance by setting and then working toward quantifiable goals that reduce the environmental impact of your activities.

16. Anti-Bribery. You will not offer or pay, directly or indirectly, money or anything of value for or on behalf of MDLZ (including its affiliates) to a Government Official for the purpose of obtaining or retaining MDLZ's business or obtaining a business advantage for MDLZ or to assist MDLZ in directing business to any person. "Government Official" includes officials or employees of government, state-owned businesses, international organizations, or political parties, political candidates, or any person otherwise acting in an official capacity for or on behalf of a government entity or international organization. You will not offer or pay, directly or indirectly, money or anything of value for or on behalf of MDLZ (including its affiliates) to any other person or legal entity for any illegal purpose. If MDLZ has reason to believe that a breach of any of the representations in this clause has occurred or may occur, MDLZ may withhold further payments under this PO until such time as MDLZ has received confirmation to its satisfaction that no breach has occurred or will occur. MDLZ may cancel this PO immediately if it concludes, in its sole opinion, that you have breached any representation in this clause or that a breach is substantially likely to occur.

17. Sub-contracting and Assignment. Unless expressly permitted by applicable law, you will not sub-contract or assign any of your rights or obligations under this PO without MDLZ's prior written approval, which MDLZ may not unreasonably withhold. MDLZ may freely assign all or any portion of this PO without your consent, and will not be liable for any obligations under this PO that arise after the assignment.

18. Conflicts and Entire Agreement. The legal terms and conditions attached to this PO or linked within it will govern this purchase, unless a frame or master agreement governing purchases between the parties (even if executed with affiliates) exists or is referenced herein, in which case the terms and conditions of that frame or master agreement will apply. Otherwise, this PO (along with any existing agreement referenced above) is the entire agreement between you and MDLZ with respect to the goods and services, and no prior discussion, agreement, conduct, or industry practice will affect it. Subsequent changes to the PO must be in a written document signed by both parties. MDLZ may modify these terms & conditions by stating so in this PO.

19. Independent Contractor. This PO does not create a partnership or joint venture between the parties nor confer on any person who is not a party to this PO any right to enforce any term of this PO. Each party is an independent contractor, has no authority to bind the other party, and is solely responsible for its respective employees and subcontractors.

20. Severability. If any part of this PO cannot be legally enforced, then the parties agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the parties' intent as expressed in the PO.

21. Non-Exclusivity. This PO is not exclusive, and either party is free to enter into similar agreements with anyone else, unless otherwise stated on this PO.

22. Survival. The completion or cancellation of this PO, will not affect any rights and obligations that by their nature should continue.

23. No Waiver. The waiver of a breach or default of any of the provisions of this PO shall not be construed as a waiver of any other breach of the same or different provision, nor shall any delay or omission in exercising any right or privilege operate as a waiver of that or any other right or privilege.

Revised October 2018