

TERMS AND CONDITIONS

Under this Purchase Order ("PO"), Mondelez Global LLC (or the affiliate specified on this PO) ("we," or "us") agrees to purchase and you agree to sell the goods and services listed on this PO. You may accept this PO by informing us or beginning to perform under it, whichever you do first. You cannot change the terms of this PO and we reject any terms you propose on your forms or otherwise.

1. Prices and Payment. You will sell to us at the price stated on this PO, which is not higher than the price you charge similar customers for similar volumes. If no price is stated, the price will be the lower of (a) the last price you charged or quoted us or (b) the lowest market price while you performed under this PO. The price includes all costs unless we agree in advance in writing to reimburse you, in which case you will list them on the bill without markup after any discount or rebate and provide copies of original receipts if over \$25. You will not bill us for goods until you have delivered them nor for services until you have performed them. The payment terms time-period on this PO will begin once we receive acceptable goods and services or a correct bill, whichever is later. We have no obligation to pay bills we receive for goods or services more than 6 months after they are delivered or performed. We may withhold disputed amounts under this PO until the dispute is resolved, and we may offset any amounts you or your affiliates owe us.

2. Obligations. You will ensure that all goods (including their packaging) and services will: (a) comply with our specifications (or your specifications that we have approved); (b) be free of defects, made with new materials, and of good quality and workmanship; (c) not, to your knowledge, contain any chemicals that are, at the time the goods are delivered, included on the list of chemicals known to the State of California to cause cancer or reproductive toxicity, as maintained pursuant to California's Safe Drinking Water and Toxic Enforcement Act of 1986; (d) not infringe, nor will our use of them infringe, anyone's intellectual property rights; (e) not impart any unintended flavor, odor, or color to any of our products; and (f) be performed diligently and in a professional and workmanlike manner. You will sign pure food guarantees consistent with the Federal Food, Drug, and Cosmetic Act and similar federal and state statutes and regulations. You will ensure that you and the goods and services comply with: (i) all applicable laws, regulations, and industry standards, and (ii) our applicable Supplier Quality Expectations Manuals (including ingredient-specific requirements). You acknowledge receiving the manuals, which are made a part of this PO, and are subject to change. You must tell us 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 us any warranties related to the goods and services, or if you cannot assign them, you agree to make claims under them on our behalf at our request. You will ensure that your employees, agents, and subcontractors comply with this PO and, when on our premises, our safety and security requirements.

3. Materials. Unless we provide you with materials in connection with this PO, you will obtain all necessary materials, they will remain your property, and we have no responsibility for them. We 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 us any rebates or other savings you receive as a result. If we provide you with materials in connection with this PO, they will remain our 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 us or otherwise dispose of them as we direct. Using materials we provide or direct you to purchase does not relieve you of any obligations under this PO.

4. Changes and Cancellation. Before you deliver the goods or perform the services, we 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, we will negotiate a fair adjustment to the price or schedule. We may cancel this PO with respect to any goods not yet delivered or services not yet performed by notifying you. After we notify you, you will take all reasonable steps to minimize costs due to our cancellation. As your exclusive remedy, we will pay you for your unavoidable costs incurred before receiving our notice (less any savings realized from our cancellation) that you can document to our reasonable satisfaction.

5. Delivery of Goods. You will deliver the goods to us as stated in this PO under Incoterms 2010. If the delivery terms are not specified, they will be DDP to our "deliver to" location stated in this PO. You will deliver on weekdays during our normal business hours. You will properly label all units with your name, description of goods, PO number, and any other identifying information we require. 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, and delivery terms.

6. Indemnification. You indemnify, defend and hold us (and our 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.

7. Insurance. You will maintain, at your cost, commercial general liability insurance covering your obligations under this PO with combined single limits of at least \$3,000,000 per occurrence and in the aggregate. If your employees will be present on our premises, you will also maintain, at your cost, worker's compensation coverage as and in amounts required by applicable law, and automobile liability coverage with a combined single limit of \$1,000,000. You will obtain the insurance from carriers that have AM Best ratings of at least A-VII (or the equivalent). You will ensure we are named as an additional insured and that your carrier waives rights of subrogation against us.

8. Dispute Resolution and Governing Law. If the parties cannot resolve a dispute regarding this PO through good faith negotiation, it will be resolved in the U.S. District Court for the Northern District of Illinois (unless that court does not have jurisdiction to hear the dispute, in which case it will be resolved exclusively in state court in Cook County), and each party irrevocably submits to the sole and exclusive jurisdiction of these courts to hear these disputes. The prevailing party in any such dispute will be entitled to recover its reasonable attorneys' fees and costs. The laws applying to contracts made and fully performed in Illinois will govern this PO.

9. 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.

10. Audits. We 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 our 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"). We may conduct Quality and Financial Audits ourselves or through third-party representatives that we select or that we have you select from our pre-approved list, and you will not request any auditor to sign an additional agreement in order to conduct the audit. We 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 we have selected to manage audit information. For CSR Audits, you will cooperate with our reasonable efforts to assess your compliance. We 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 we have access to it. We may require further information or that you take corrective actions as a result of the SAQ. We may also require you to have an audit performed in accordance with the AIM-PROGRESS guidelines by an auditor we approve. You may request that we accept an audit you have performed for another customer, and we will decide whether to accept it in whole or in part. We may require re-audits periodically according to our risk assessment. If you have violated this PO, you will immediately take corrective actions that we reasonably require, and we or our representative may audit your facility or records as often as reasonably necessary to verify correction. For Quality and CSR Audits (including AIM-PROGRESS), we will bear our own internal costs and you will bear all other audit costs (including those of the third-party auditors). For Financial Audits, we will bear our own internal costs and the cost of the auditors, unless we discover you have violated this PO, then you will reimburse our costs. If you refuse any audit, we can withhold payment.

11. Confidential Information. Any non-public information that you learn about us in connection with this PO, including the PO itself, is our confidential information and you may not disclose it to any third party. You may only use our 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 us). We own the confidential information and you must return it and all copies to us if we request. We will keep any of your confidential technical information disclosed during the course of a quality audit confidential in the same manner if you (i) disclose only the technical information that we need to know to conduct the audit, and (ii) promptly identify in writing the technical information you disclose to us.

12. Ownership of Custom Work. If you create or develop tangible or intangible work product for us under this agreement or if you make modifications to the specifications or any process related to the goods and services specifically for us, ("Custom Work"), we own such Custom Work. You hereby assign all rights, title and interest in the Custom Work and represent and warrant that: (a) the Custom Work was developed through your sole and original efforts and does not infringe the intellectual property or privacy rights of any person, and (b) you have no other arrangements that would interfere with assigning all of your interest in the Custom Work to us.

13. 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 we are 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).

14. 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 our finished products, serving as temporary employees to us, or present at our 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.

15. Background Checks. You will not assign any person to work on the goods and services unless he or she: (a) is mentally and physically qualified to perform all assigned duties (subject to any duty to accommodate under applicable law); (b) does not pose a risk to anyone's health, safety or welfare (if on-site at our facilities); (c) is legally entitled to work in the country in which he or she is employed; and (d) has either worked for you 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).

16. Drug-Free Workplace. You will have (and document) a zero tolerance policy for illegal drugs, applied to hiring of employees and use in the workplace (subject to restrictions imposed by applicable law). You will require all subcontractors who perform work under this PO to comply with the requirements of this paragraph.

17. Employing Minority Vendors. You will use reasonable efforts to use vendors and subcontractors qualified by the National Minority Supplier Development Council in providing goods and services to us. You will tell us which qualified parties you are using and what you pay them. We may, with notice to you, decide to include such payments in the amounts we report as paid to qualified minority contractors, and you will not include such payments in your report if we do.

18. Assignment. You will not assign any of your rights or obligations under this PO without our approval, which we may not unreasonably withhold. We 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.

19. Beneficiaries/Companion Agreements. Any of our affiliates may purchase from you or your affiliates under these terms by referencing this PO in a separate PO or other agreement ("Companion Agreement") (this PO may be a Companion Agreement). You will invoice such affiliate directly and look only to it for payment. None of our affiliates will have joint and several liability with another, nor will any be regarded as agent, partner, or guarantor of another. Purchases under this PO and all Companion Agreements will be aggregated for purposes of calculating any volume discounts or rebates. You will enter into similar Companion Agreements with our regional affiliates when we request, with additional terms and conditions as agreed by the parties. Except as provided in this section, there are no third party beneficiaries.

20. Entire Agreement. If this PO references an existing agreement, the terms of that agreement will apply and these Terms & Conditions do not. This PO (along with any existing agreement referenced in this PO) is the entire agreement between you and us 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. We may modify these Terms & Conditions by stating so in this PO.

21. Independent Contractor. This PO does not create a partnership or joint venture between the parties. Each party is an independent contractor, has no authority to bind the other party, and is solely responsible for its respective employees and subcontractors.

22. 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.

23. 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.

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

25. Federal Contractor Responsibilities. We must comply with certain legal provisions because we have contracts with the U.S. government. To the extent you are a covered subcontractor (including subcontracting vendors and suppliers) and if you are not exempt, you agree to also comply with these provisions, which are incorporated into this Agreement by reference and include the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A; FAR 52.203-13 & 15 (code of business ethics and conduct); 52.219-8 (utilization of small business concerns); 52.222-40 (notification of employee rights under the NLRA); 52.222-50 (combatting trafficking in persons); 52.226-6 (promoting excess food donations to nonprofit organizations); 52.232-40 (accelerated payments to small business

See additional pages for terms and conditions

subcontractors); 52.247-64 (preference for privately owned US flag commercial vessels); and 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a). **We and you shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that we and you (if covered) take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. We may modify these requirements at any time as reasonably required by changes in U.S. laws and regulations.**

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