

The CREST Depository Interests ("CDIs") issued to you by CREST represent an entitlement to the underlying shares in Kraft Foods Inc. (the "Company"). Only the shares underlying those CDIs can be bought and sold using the share dealing instruction form. Accordingly, reference to "shares" in these terms and conditions refers to the shares underlying your CDIs. Computershare Investor Services PLC will provide this Share Dealing Service (the "Service") to you if you hold CDIs in the Company which you acquired pursuant to the offer made by the Company for Cadbury plc on 4 December 2010 and as revised on 19 January 2010 and are an individual aged 18 years or over, hold your shares in the Corporate Sponsored Nominee and resident are in a Corporate Sponsored Nominee Permitted Jurisdiction. This Service is not available if you hold your CDIs in electronic form in CREST. If you are resident in, or a citizen of, a jurisdiction outside the United Kingdom and you wish to use the Service, it is your responsibility to inform yourself about and observe any applicable legal requirements. Where this has been received in a country where the provision of such a Service would be contrary to local laws or regulations, this should be treated as being for information only. The price of shares may fluctuate while your instruction is in the post and in the period after we receive it but before it is executed. Companies wishing to use this Service must execute the claim form as if it were a deed. This Service is offered on an execution only basis. You should ensure it meets your own requirements. Neither the Service or these terms and conditions are a recommendation to sell, donate or hold shares in the Company. If you are unsure of what action to take you should obtain independent professional advice. Please note that the value of shares and the income from them may go down as well as up, which may result in you receiving less than you originally invested.

#### Definitions

**'Broker'** means any stockbroker which we may use from time to time to sell shares in connection with this Service;  
**'Business Day'** means any day (excluding Saturday) on which banks in the United Kingdom and in the United States are generally open for non automated business;  
**'Dealing Day'** means any Thursday that the New York Stock Exchange is open for business, or when the New York Stock Exchange is not open for business, the following dealing day;  
**'FSA'** means the Financial Services Authority;  
**'FSCS'** means the Financial Services Compensation Scheme;  
**'Market Maker'** means the entity able and willing to enter into transactions of sale of investments at prices determined by them and generally and continuously, rather than in respect of each particular transaction;  
**'Retail Client'** means someone who is not a financial services professional. Retail Clients are offered the full protection of the FSA rules;  
**'you'** means the person using this Service;  
**'us/we'** means Computershare Investor Services PLC a company registered in England and Wales whose registered details appear below;  
**'Validation Process'** means the process whereby Georgeson validate and verify your claim and any supporting documentation. This process can take up to six weeks from when your claim form is first accepted.

#### Selling your shares

You can instruct us to sell all of your shares by filling in the appropriate box on the claim form enclosed and by sending it to us in the prepaid envelope provided along with any supporting documentation (e.g. any power of attorney, or marriage certificate).

#### How and when we will sell your shares

If your claim form has been received and the Validation Process has been successfully completed by close of business on a Monday, we will instruct the sale of your shares for you on the next available Dealing Day. Claim forms successfully validated after close of business on a Tuesday will be eligible for the following Dealing Day.

The first Dealing Day of the Service will be on 15 July 2010.

We may either use a Broker or place the order directly with the market ourselves.

You are not able to specify the price or a minimum price at which shares are to be sold for you.

If applicable, the Broker will send us the sale proceeds net of any tax and commission payable on the transaction upon settlement of the sale. This will normally be on settlement day which will normally be three Business Days following the date of the trade.

We will not make any payment to you until we have received the settlement money from the Broker. We will deduct our fees and any other charges from the sale proceeds and send you the balance. If you receive a benefit (e.g. a dividend) which relates to shares you have sold, you may have to account for this benefit to the new owner of the shares. We will contact you if we are aware that this is necessary. If we are aware of a claim at the time when we receive the money we may deduct any relevant amount from the proceeds of sale.

When receiving and transmitting your instruction to a Broker for execution we take reasonable steps to select a Broker who will determine the best possible result in terms of total consideration. The Broker is required prior to executing the instruction, to consider factors such as the prevailing stock price and costs but may also consider further factors such as the likelihood of execution, size of instruction, nature of stock, speed of settlement and execution venue.

The Broker will normally select execution venues that are regulated markets or multilateral trading facilities; these are markets authorised to operate in accordance with nondiscretionary rules as required by the Markets In Financial Instruments Directive. In order to obtain the best possible result the Broker may decide at its discretion to execute your instruction outside of these markets; this could happen if the Broker deals as principal, executes the client instruction with a Market Maker or matches the client instruction against another client instruction received. By using this Service you consent to us transmitting the instruction on the basis that the Broker may use a venue that is not a regulated market or a multilateral trading facility.

Upon receipt of the sale proceeds from the Broker, we will make payment by sterling cheque to the registered holder of the shares (or the first named holder in the case of joint holders).

We will not accept any instructions to make cheques payable to anyone other than the person(s) whose name appears on the claim form. We reserve the right not to trade until we have received shares from the registrar for onward delivery to the Broker. We reserve the right not to make payment to you until we have received the sale proceeds from the Broker.

#### General provisions relating to selling shares

We will charge a transaction fee of 0.5% of the sale proceeds for each valid claim form received.

The decision to hold, sell or donate shares will be your sole responsibility. Both we and/or the Broker are required to obtain the best price reasonably available at the time the sale is made.

Accordingly we may delay the execution of all or part of the order until the next Business Day, if we feel that it is in your best interest to do so. We reserve the right not to accept instructions which are not given on our standard form, or which have not been properly completed. Any forms which we reject will be returned to you.

Where a signed claim form is received and both the sale and donate sections have been completed, we treat it as an instruction to sell your shares and the proceeds will be sent to you in accordance with these terms and conditions.

We do not accept instructions which are given by fax, Email, telephone or on photocopied forms.

We may choose not to act on any particular sale instruction.

We will notify you in writing as soon as we decide not to accept a particular instruction. You may not cancel or amend any instructions to sell shares once such instructions have been posted. Claim forms which are received on a day which is not a Business Day will be treated as having arrived on the next Business Day.

If you are sending an instruction under a power of attorney you should indicate this fact and enclose the original power of attorney or a copy certified by a solicitor or notary public, which will be inspected and returned to you. If you wish to sell or donate shares in joint names then everyone who is or wishes to be a joint holder must sign the relevant form.

We may aggregate your order with orders we receive from other clients using this Service. The Broker may also aggregate the order we provide to him with orders from his other clients. This may result in a more or less favourable price than if your order had been executed separately.

If the Broker executes a number of orders for us on a particular day then he/we may average the price obtained for all the orders if different orders were dealt at different prices.

You will be sent an advice note within one day of the execution of the sale of shares. The advice note will detail the number of shares sold on your behalf and the price at which they were sold and any applicable costs, commission and taxes charged for performing the transaction.

#### Liability

We will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses (including loss of shares) suffered or incurred by you as a direct result of our negligence, wilful default or fraud.

We do not accept liability for any indirect or consequential loss suffered by you or for any loss which does not arise as a result of our negligence, wilful default or fraud.

We will take reasonable care in the selection and continued use of the Broker but we do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the Broker.

Any documents sent to you will be sent at your risk and we do not accept any liability after dispatch of any documents to you.

Nothing in these terms and conditions restricts any rights you may have under the rules of the FSA or under the Financial Services and Markets Act 2000.

#### Contacting each other

All notices and other communications which you send us should be addressed to: Computershare Investor Services PLC, Georgeson Kraft Foods Inc. Share Dealing Service, The Pavilions, Bridgwater Road, Bristol, BS99 6AL. We will send all documents and cheques to the address which appears for you on the register. Any documents or cheques sent to you and any documents sent by you to Computershare Investor Services PLC will be sent at your risk and we accept no liability prior to receipt of any document or, where relevant, after despatch of any document or cheque to you. Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you only in English during the duration of this service.

#### General

We reserve the right to delay taking action on any particular instructions from you if we consider that we need to do so to

obtain further information from you or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations), or to investigate any concerns we may have about the validity of or any other matter relating to the instruction.

We will not do, or refrain from doing, anything which would, or might in our judgement, break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

All client money we hold on your behalf as a consequence of administering this Service is maintained in a designated client money account at a UK approved bank. This means your money is segregated and protected in accordance with the requirements of the FSA Rules. If we or the bank become insolvent your money is protected in accordance with the prevailing rules of the FSCS. We will not pay interest on this account.

Cash fractions arising in respect of money due to you are rounded down and any tax or commission which may be payable on aggregated sales is charged at the prevailing rate against each individual sale instruction rounded up to the nearest penny, and in each case we keep the difference for our own benefit.

We may change these terms and conditions from time to time upon giving you 30 days notice in advance of any such change taking effect. No change will affect any completed sale or any instruction received but not completed by the date of the change. We may choose to withdraw this Service for legislative requirements without giving you any notice that the Service is no longer available. We may choose to extend this service without giving you any notice that this service has been extended. These terms and conditions are governed by and shall be construed in accordance with the law of England and Wales. Computershare Investor Services PLC has applied the same laws in its marketing of, and arrangements for you to enter into, this Service. For the purpose of using this Service you will be classified as a Retail Client. We are not required to assess the suitability of any investment or the Service offered. You will not benefit from the protection of the rules on assessing suitability.

We and our agents (including any Broker) may effect transactions not withstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to persons using this service. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations. Full details are available upon a written request to Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL.

When transmitting your instructions to a Broker for execution we take reasonable steps to use a Broker whose execution policy is to obtain the best possible result for your trade. We have implemented a policy that identifies the factors involved with the execution of client instructions by the Broker receiving these instructions from us. A full copy of the policy is available upon a written request made to Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL. The parties to this agreement are you and us (the 'parties'). The parties do not intend that any of its terms will be enforceable by virtue of the contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

#### Data Protection Notice

Any personal data that we obtain from you in providing this Service will be held by us in accordance with the relevant legislation. We will only hold use or otherwise process such of your personal data as is necessary to provide you with the Service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

- To any person if that person has legal or regulatory powers over us;
- To the broker or any other person or body in order to facilitate the provision of the Service.

We may use our Group companies or other agents in countries outside the European Economic Area provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law. You have a right to request to view the information that we hold on you. We may charge you a small fee for providing you access to this information.

#### Complaints



Kraft Foods Inc.  
Share Dealing Service Terms and Conditions



We have a procedure to help us resolve all complaints from our customers effectively. If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure please write to us at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol, BS13 8AE. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Details of which are available on request.

Computershare Investor Services PLC is covered by the UK Financial Services Compensation Scheme and you may be entitled to compensation if we cannot meet our obligations. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Further details of this scheme are available on request.