

Fast Track Purchase

Purchase Order

TERMS

1. Agreement: These terms together with the attached or referencing document are referred to as the **Agreement**. If the Agreement is not under a master agreement, the Agreement is the entire agreement between the parties. If this Agreement is under a master agreement, this Agreement will be considered a statement of work, project statement, order or whatever other document is required by the master agreement and the terms of the master agreement will prevail in the event of a conflict between the master agreement and this Agreement.

2. Relationship of the Parties: Supplier is an independent contractor and is not, and will not represent itself as being, an agent, representative or joint venture partner of Company. Supplier and its employees and agents are neither employees of Company for any purpose nor eligible for participation in any benefit plan available to employees of Company. Supplier may not enter into any contract or commitment for Company and will be solely responsible for making all payments to and for its employees and agents.

3. Subcontractors: To the extent that Supplier uses a subcontractor, Supplier will be responsible for the subcontractor's compliance with Supplier's warranties, representations, obligations and liabilities. Supplier agrees to be responsible to Company for the subcontractor's actions and inactions to the same extent as if such actions or inactions were that of Supplier.

4. Deliverables, Specifications and Schedule: Supplier will provide every deliverable required under this Agreement (**Deliverables**) in compliance with any specifications, designs, drawings, instructions, performance criteria and schedule set forth in the Agreement. Time is of the essence.

5. Packing, Shipment, Risk of Loss and Title: Packing and shipment will be handled as set forth in this Agreement. Supplier will bear the risk of loss of each Deliverable until its receipt and acceptance. Title to a Deliverable will pass to Company upon the earlier of:

- (i) receipt and acceptance of the Deliverable; or
- (ii) payment for the Deliverable.

6. Acceptance: Acceptance of a Deliverable is subject to a reasonable inspection by Company at any time, notwithstanding any prior payment or inspection. If a Deliverable does not comply with the requirements of this Agreement, without limiting any other rights, Company may require Supplier, at Supplier's risk and expense, to:

- (i) promptly repair, replace or reperform the rejected Deliverable; or
- (ii) refund the price of the rejected Deliverable. All rejected Deliverables will be held for Supplier's pickup and at Supplier's risk. Company's acceptance of a Deliverable does not release Supplier of its obligations or

liabilities.

7. Prices: Unless expressly agreed by the parties in writing, prices are fixed, a maximum and final and shall not be indexed, updated or adjusted for variations in costs of any kind and include, and Supplier will be solely responsible for, all costs and expenses incurred, or that could be assessed, by Supplier in providing the Deliverables, including VAT and other taxes, permitting, obtaining rights from third parties and shipping.

8. Taxes: Each party will bear the cost of its own direct and indirect tax liability under applicable law. Company is entitled to withhold tax from all payments made to Supplier as may be required by applicable law. Supplier will provide Company with such forms or other documentation as reasonably requested by Company to reduce or eliminate such taxes or to enable Company to comply with its legal obligations relating to such taxes.

9. Invoices and Payment: Supplier will not invoice for any Deliverable until the Deliverable has been completed and provided to Company. Company will have no obligation to pay for any item until a correct invoice is received at Company's "bill to" address identified in this Agreement, or, if no "bill to" address is identified then at Company's principal place of business. Payment terms commence upon receipt of a correct invoice approved by Company. Supplier will be paid within 60 days after the date of the invoice, or within 120 days after the date of the invoice if Supplier will be paid US\$150,000 or more (or the equivalent amount in another currency) in any 12-month period during the Term; provided however that if applicable law requires a shorter payment period, such shorter payment period will apply. Payment will be made in the currency specified in this Agreement. Without prejudice to any other right or remedy it may have, either party reserves the right at any time to set-off any amount owed by the other party against any amount owed to the other party. Payment does not release Supplier of any contractual or legal obligation or liability, nor will it limit Company's right of inspection, acceptance, set-off or any other right.

10. Warranties: Supplier represents and warrants that:

- (i) upon completion and delivery, and for 1 year thereafter (or such period provided by applicable law, whichever is greater), all Deliverables will be free of defects and conform with all written proposals, descriptions, samples or models furnished by Company as well as the requirements of this Agreement;
- (ii) upon completion and delivery, and for 1 year thereafter, all Deliverables will be merchantable and fit for their intended purposes and will be new and not refurbished or reconditioned;
- (iii) all services will be rendered in a good and workmanlike manner by skilled personnel;
- (iv) upon completion and delivery, all Deliverables will comply with all applicable federal, national, state and local laws, rules, regulations, ordinances and orders;
- (v) except as expressly provided otherwise in this

Agreement, it conveys to Company good and valid title to all Deliverables free and clear of all liens, restrictions, security interests and other encumbrances;

(vi) no Deliverable will contain any open source material or material licensed from a third party unless Supplier notifies Company of its intent to include such material in the Deliverable in the Scope of Work section in this Agreement;

(vii) it has or has received the necessary rights, experience and advice to enter into and fully perform this Agreement;

(viii) upon completion and delivery, no Deliverable or its provision, use or sale will infringe upon or violate any right of any third party whether patent, trademark, trade secret, copyright, contractual or otherwise;

(ix) with respect to individuals it provides to perform any Deliverable, it will make all appropriate tax payments and tax withholding and will verify such individuals as being legally able to work in the country where the work is to be performed; and

(x) it will disclose to Company any situations or transactions that may put it in a conflict of interest vis-a-vis the interests of Company.

11. Responsibility for Property: Supplier will hold in trust for and on behalf of Company any property provided or paid for by Company (**Property**). Supplier may only use Property for the benefit of Company. Supplier must conspicuously identify all Property as the property of Company. Supplier will not sell, lease, assign, transfer, pledge, hypothecate or otherwise encumber any Property.

12. Personal Data: If Supplier performs any operation or set of operations on any personal information (as defined by applicable laws) which Supplier accesses or acquires from Company, which Company provides to Supplier, or which Supplier collects or acquires on behalf of Company, Supplier must promptly alert Company and must agree in writing to Company's standard data processing terms, a copy of which will be provided to Supplier, before Supplier performs such operations on personal information.

13. Compliance with Company Policies:

13.1 Anti-Bribery:

13.1.1 Supplier will comply with all applicable corruption laws, particularly the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the laws of the country(ies) in which the Deliverables are performed, delivered or produced (**Anti-Bribery Laws**).

13.1.2 Supplier will not, in connection with any business transactions involving Company, transfer anything of value, directly or indirectly, to any government official, a family member thereof, employee of a government-controlled company, political party or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage. Supplier warrants that no money paid to Supplier as compensation or otherwise has been or will be used by Supplier to pay any bribe, kickback or facilitation payment in violation of applicable laws.

13.1.3 Supplier's use of subcontractors in the performance of its duties to Company must be identified to and approved by Company prior to the subcontractor's interaction with government entities or officials on behalf of Company.

13.1.4 Supplier, including its agents, will not transfer anything of value to a government entity or official on behalf of Company without obtaining prior approval from Company, unless expressly provided by Company in writing.

13.1.5 Supplier agrees to provide prompt certification of its continuing compliance with applicable laws whenever requested by Company.

13.2 Trade Sanctions:

13.2.1 Supplier, in connection with any business transactions involving Company, will not engage with, or use, directly or indirectly (a) the government of, or any entity, group or individual within, any country that is the target of any laws administered by the U.S. Office of Foreign Assets Control, Department of the Treasury (**OFAC**) or any other governmental entity around the world imposing economic sanctions (**Embargoed Country**) and (b) any government, entity, group or individual who is named on the OFAC List of Specially Designated Nationals and Blocked Persons or other similar lists maintained by any governmental entity (**Sanctioned Party**).

13.2.2 Supplier represents and warrants that it is not (a) a Sanctioned Party; (b) owned or controlled by, or acting for or on behalf of, a Sanctioned Party; or (c) directly or indirectly owned, controlled by, or acting on behalf of an Embargoed Country.

13.2.3 Supplier will not engage in any business, deal with, or in any way be associated with any Embargoed Country for or on behalf of Company.

13.2.4 Supplier will not use, directly or indirectly, any goods or services from or by any Sanctioned Party or Embargoed Country to fulfill its supplier duties to Company.

13.2.5 Should Supplier become designated a Sanctioned Party, or become associated, controlled or owned by a Sanctioned Party or Embargoed Country, any agreement between Supplier and Company will terminate automatically.

14. Other Policies and Requirements: Supplier will comply with all other policies and requirements found at <https://www.coca-colacompany.com/our-company/workplace-overview/suppliers/supplier-requirements> as of the Effective Date, which will be attached to this Agreement or otherwise documented if required by applicable law. Supplier will also comply with all other mutually agreed to policies and requirements.

15. Compliance with Laws: Each party will comply with all applicable federal, national, state and local laws, rules, regulations, ordinances and orders.

16. Force Majeure: Neither party will be liable to the other for any failure to perform to the extent caused by unforeseen circumstances beyond the reasonable control of such party which render performance commercially

impracticable. In the event of such a failure:

- (i) such party will use diligent efforts to minimize the effects of the event or circumstance; and
- (ii) the other party may terminate this Agreement without cause.

17. Audit: During the Term and for 5 years (or longer if related to a claim for which the statute of limitations is longer) thereafter Supplier will maintain its records relating to this Agreement. During this period, Company will have the right upon reasonable notice during normal business hours to inspect and audit Supplier's facilities and records to verify Supplier's compliance with its representations, warranties and obligations.

18. Intellectual Property:

18.1 Developed IP: Supplier hereby irrevocably assigns to The Coca-Cola Company (**TCCC**) in perpetuity, all worldwide right, title and interest in and to all patents, copyrights, trademarks, trade secrets, trade dress and any other intellectual property (**IP**) created, made, conceived, reduced to practice, or authored by Supplier or any persons provided by Supplier, either solely or jointly with others, in connection with the performance of this Agreement or with the use of Company's information or resources including the Deliverables (**Developed IP**). Supplier will ensure that any person or entity provided by Supplier to perform any services hereunder has agreed in writing to this assignment of Developed IP. Supplier will promptly disclose to Company any Developed IP. To the extent permitted by applicable law:

- (i) a Deliverable will be considered a work made for hire and ownership of the copyright to such Deliverable will vest in TCCC; and
- (ii) Supplier agrees, and will ensure that any person or entity provided by Supplier to perform services hereunder has agreed in writing, to waive any so-called "moral rights" in any Deliverable if allowed by applicable law.

This assignment covers any future rights that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe. To the extent that any formal documentation of the Developed IP assignment is required, at Company's request, Supplier will complete such formality without charge or delay and hold any Developed IP under its name in trust for and on behalf of TCCC until the completion of the formalities. Supplier will not assert any IP rights against TCCC or its affiliates or any other party relating to the use, distribution, copying, sale or other exploitation of any Developed IP or any Deliverable.

18.2 Background IP:

Except as expressly stated herein, TCCC will not obtain any rights in any IP clearly documented as having been made solely by Supplier prior to the date of this Agreement or as a result of work outside of its work on this Agreement (**Background IP**). Supplier hereby grants to TCCC a non-exclusive, worldwide, perpetual license with the right to sublicense, to make, have made, use and sell any Background IP that is incorporated into any

Deliverable.

18.3 TCCC IP:

Supplier does not and will not acquire any right, title or interest in any IP owned or controlled by TCCC or its affiliates regardless of whether any such IP is provided to Supplier in connection with this Agreement, except as specifically set forth in this Agreement.

18.4 Domain Names:

If an internet domain or URL is to be created by Supplier under this Agreement, prior approval must be received through https://snap.coke.com/sc/browseCatalogItems.aspx?category_id=Domain%20Management. Any such internet domain or URL will be closed upon Company's request or at expiration of this Agreement unless otherwise agreed to by the parties in writing.

19. Confidentiality:

19.1 Confidential Information: Each party (**Disclosing Party**) anticipates it will disclose to or allow observation by the other party (**Receiving Party**) information to further the relationship between the parties (**Purpose**). Only the following information will be considered confidential information (**Confidential Information**):

- (i) information that the Disclosing Party marks or designates as confidential;
- (ii) information that is not marked or designated as being confidential, but that under the circumstances a reasonable person would believe to be confidential; and
- (iii) the fact that the parties are assisting each other for the Purpose.

19.2 Obligations: The Receiving Party will:

- (i) restrict the disclosure of Confidential Information only to its employees who have a need to know the Confidential Information to achieve the Purpose;
- (ii) not disclose the Confidential Information to any third party (except as provided below);
- (iii) only use the Confidential Information for the Purpose; and
- (iv) return, destroy or erase all Confidential Information (including any copies thereof) within 30 days after receipt of a written request from the Disclosing Party to do so or upon termination or expiration of this Agreement, provided, however, that the Receiving Party may retain one archival copy as a record of its obligations hereunder.

19.3 Permitted Disclosures:

19.3.1 The Receiving Party may disclose Confidential Information to its subcontractors, directors, shareholders and contractors who:

- (i) need to know the Confidential Information to assist the Receiving Party or act on its behalf in relation to the Purpose or to exercise its rights under this Agreement;
- (ii) are informed by the Receiving Party of the confidential nature of the Confidential Information; and
- (iii) are subject to confidentiality duties or obligations to the Receiving Party that are no less restrictive than those in this Agreement; provided, however, that the

Receiving Party will be responsible for any breach of this Agreement caused by them.

19.3.2 The Receiving Party may disclose Confidential Information as required by a government agency or by operation of law; provided, however, that the Receiving Party:

- (i) promptly notifies the Disclosing Party;
- (ii) reasonably cooperates with any attempt by the Disclosing Party to oppose or restrict the disclosure; and
- (iii) only discloses such Confidential Information that is required to be disclosed.

19.4 Exceptions: The obligations in this Confidentiality section will not apply to Confidential Information that:

- (i) is, or subsequently becomes, available to the public through no breach of the Receiving Party's obligations hereunder;
- (ii) the Receiving Party can show was previously known to it as a matter of record at the time of receipt;
- (iii) is subsequently and lawfully obtained from a third party who has obtained the Confidential Information through no breach of the Receiving Party's obligations hereunder;
- (iv) is subsequently developed by the Receiving Party independently of any disclosure from the Disclosing Party hereunder; or
- (v) is disclosed to a third party by the Disclosing Party, or by a parent, subsidiary or an affiliate of the Disclosing Party, without a corresponding obligation of confidence.

19.5 Duration: The obligations in this confidentiality section will apply for 5 years following the termination or expiration of this Agreement, provided, however, that with respect to any Confidential Information that, at the end of such 5 year period, is maintained as a trade secret such period of time shall continue until such time as the Confidential Information is no longer protected as a trade secret.

19.6 Equitable Remedies: In the event of a breach or threatened breach of the foregoing Confidentiality provisions, the damages to be suffered will not be fully compensable in money damages alone, and accordingly the affected party will, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or threatened breach without any requirement to post bond as a condition of such relief.

20. Exclusivity: If Company discloses Confidential Information to Supplier under this Agreement, then, during the Term and for a period of 6 months thereafter, as permitted by applicable law, neither Supplier, nor any affiliate or Supplier, will provide any goods or services of any kind to or for any entity that manufactures, distributes or sells (excluding retail sales) non-alcoholic beverages without the express written consent of Company. If such consent is given:

- (i) Supplier will not use any person that is used under this Agreement to provide any goods or services to such entity; and
- (ii) the Confidential Information of Company will not

be disclosed to any person that is used to provide goods or services to such entity.

21. Publicity: Neither party will without the prior consent of the other party (other than to fulfill its obligations under this Agreement) publish or use the names or logos of the other party or its affiliates (or in the case of Company its authorized bottlers) or contact the other party's employees.

22. Indemnification: Each party will, at its own cost and expense, defend, indemnify and hold harmless the other party and its parent, subsidiaries, shareholders, officers, directors, agents, representatives, employees and customers from and against all claims, expenses (including attorneys' fees, costs), losses, costs, damages (including consequential, punitive and exemplary damages), liabilities and suits to the extent caused by:

- (i) any breach of any representation, warranty, obligation or other provision of this Agreement; or
- (ii) any negligent acts or omissions of the party or its subsidiaries, officers, directors, agents, representatives, employees or subcontractors.

This indemnity will apply without regard to whether the claim, expense, loss, cost, damage, liability or suit is based on breach of contract, breach of warranty, negligence, strict liability or another tort. An indemnifying party may not enter into any settlement without the other party's prior written consent.

23. Insurance: Supplier will furnish evidence of its insurance coverage in a form reasonably acceptable to Company upon request. Such insurance should be with reputable insurance carrier giving full and comprehensive coverage both in amount and risks in respect to Supplier's liabilities under this Agreement and will not be cancelled or amended without 30 calendar days' prior written notice to Company.

24. Changes: Company may, in writing, change this Agreement. In such event, Company and Supplier will be entitled to an equitable adjustment to this Agreement. Either party will waive all claims for such an adjustment that are not made in writing and received by the other party within 15 days after Supplier receives notice of the change.

25. Termination: Company may terminate all or any portion of this Agreement without cause at any time effective upon written notice to Supplier. Either party may terminate this Agreement if the other party breaches any warranty, representation or obligation under this Agreement that is not cured within 15 days after receipt of written notice of the breach. Upon termination, Supplier must cease all work, return all copies of Company data, records or other materials, and follow Company's reasonable instructions regarding all work in progress. If all or any portion of this Agreement is terminated without cause, as its sole remedy Supplier will be equitably compensated for its work on the Deliverables up to the date of termination.

26. Survival: Provisions which by their nature should survive beyond the termination or expiration of this Agreement will remain in force after any termination or

expiration of this Agreement, including provisions relating to warranties, audit, intellectual property, confidentiality, publicity, indemnification and governing law and jurisdiction.

27. Notice: Required communications to the other party (**Notice**) shall be in writing. Notice is made by delivery to the other party at its address below its signature to this Agreement, with receipt acknowledged (or refusal to accept delivery established), in person or by a next-day mail or delivery service. The party entitled to Notice may waive it in writing. Notice is effective when received (or delivery acceptance is refused). A copy of the Notice (which shall not constitute Notice) shall be promptly sent by email to the other party at the e-mail address below its signature to this Agreement.

28. Governing Law and Jurisdiction. This Agreement and its construction, and any disputes related to or arising out of it, will be governed by the laws of the jurisdiction in which the Deliverables are delivered (if the Deliverables are delivered to multiple jurisdictions, the jurisdiction in which Company is incorporated) without regard to its conflicts of laws principles. The courts in such jurisdiction will exclusively adjudicate any such disputes. The United Nations Convention on Contracts for the International Sale of Goods will not apply and is expressly disclaimed.

29. Assignment: This Agreement may not be assigned or otherwise transferred without the other party's written consent, which will not be unreasonably withheld; provided, however, that either party may assign or other transfer this Agreement upon written notice to the other as a result of a merger, consolidation or a sale of all or substantially all of its assets. Any attempted assignment or transfer without the proper consent or notice will be null and void. This Agreement will bind any permitted successors and assigns.

30. Severability: The various provisions of this Agreement are severable and any determination of invalidity or unenforceability of any one provision will have no bearing on the continuing force and effect of the remaining provisions.

31. Waiver: Neither party will, by any act, delay, omission or otherwise, be deemed to have waived any of the rights or remedies under this Agreement.

32. Rights and Remedies: The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise. Unless expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have or earn any rights under

this Agreement and shall have no right to enforce any of its terms.

33. References: References to Sections are to corresponding parts of this Agreement. Section headings are for reference only. References to exhibits, addenda and attachments are to exhibits, addenda and attachments attached to and incorporated into this Agreement. Unless expressly stated otherwise, references to 'include' or 'including' mean 'including without limitation,' references to the singular include the plural, references to 'or' include 'and,' and references to 'terms' include 'terms and conditions.'

34. Entire Agreement: This Agreement contains the entire agreement of the parties. Neither party will be bound by any provisions in the other party's proposals, quotations, acknowledgments, acceptances or other documents (including counter offers) which propose differing or additional terms or any addition, alteration or deletion to or of the precise terms stated in this Agreement, except to the extent separately and specifically agreed to in writing by such party. Each party acknowledges that in entering into this Agreement it did not rely on, and that it shall have no remedies in respect of, any statement, representation assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

35. Amendments: Any amendments to this Agreement will only be valid if authorized in writing by both parties.

36. Signing: This Agreement may be signed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the parties. Signatures or acceptance via facsimile or other electronic means or performance of this Agreement by Supplier, as permitted under applicable law, are deemed to be the same as original signatures and constitutes Supplier's acceptance of this Agreement. The person signing or accepting or instructing performance, as the case may be, on behalf of each party represents that he or she is authorized to sign or accept this Agreement on behalf of such party and has the authority to bind such party to this Agreement.

37. Country Specific Provisions: If the governing law of this Agreement is one of the countries or is located in one of the areas listed in the attached Country Specific Provisions, then the provisions therein related to that country/area will apply to this Agreement.

COUNTRY SPECIFIC PROVISIONS

Argentina:

This Agreement is an offer letter issued by the Company and tacitly accepted by Supplier without signatures of the parties. Any provisions related to signature (including the signature blocks and any signatures) are deleted. If for any reason this Agreement is subject to stamp tax, then this tax shall be borne by both Company and Supplier in equal shares. Payment and affixing procedures shall be executed by Company. A Debt Note shall be issued and 50% of the levy paid shall be discounted from Supplier's invoices.

Chile:

1. Law N° 20.393: Supplier declares that it will not commit for the benefit of the Company any of the crimes indicated in Law N° 20.393 as it may be amended in the future. These obligations fall on all workers and dependents of Supplier and its subcontractors since Supplier responsible for their direction and supervision to ensure compliance. Additional obligations are specified in the Section 14, which forms an integral part of this Agreement.

2. Compliance with Anti-Corruption Policies: The parties declare that this Agreement is subject to compliance with certain United States of America laws, particularly the Foreign Corrupt Practices Act, and the laws of the Republic of Chile. Supplier agrees, with respect to the obligations contemplated in this Agreement, or with respect to any other obligations involving the Company, that it will not make any improper payment or provide benefits of any nature, directly or indirectly, to any government official, employee of a government-controlled enterprise, or political party by reason of their position or nature. The parties declare that they will not make any improper payment or confer any benefits of any kind, directly or indirectly, to any official of any bidding company in the framework of tenders or contract award procedures. The parties guarantee that no amount of money paid to Supplier has been or will be used for the payment of bribes in violation of local or United States of America laws. Supplier agrees to provide certifications ratifying its ongoing compliance with applicable laws whenever requested to do so by Company.

3. Records: All agents or employees of Supplier designated to act under this Agreement must be identified in writing to the Company and approved in advance of any action they may take on behalf of the Company. Supplier, and its agents or employees, will not make any payment on behalf of Company or The Coca-Cola Company or its affiliates without the prior and express approval of Company and will keep a written record of all such payments which will be provided to Company upon request. Under no circumstances will Supplier, or its agents or employees, make payments to third parties anonymously.

4. Whistleblower Channel: Supplier knows and will inform its employees of the whistleblower channel offered

by the Company for the free and anonymous report of any violation of the obligations in Section 14 or the crimes provided for in Law 20.393 as it may be amended in the future.

5. Sanctions: The breach of these provisions related to Chile by Supplier will entitle the Company to terminate this Agreement immediately, at no cost to the Company or The Coca-Cola Company or its affiliates. Notwithstanding the foregoing, and in the event that the Company freely decides not to exercise its right to terminate this Agreement, Company may require Supplier to remove the person(s) involved in the violations from any involvement in this Agreement.

European Economic Area:

The parties recognize and understand the potential application of the TUPE regulations to the services provided by the Supplier in connection with this Agreement, including any potential liabilities and obligations resulting from those regulations. For the avoidance of doubt, "TUPE (regulations)" shall refer to the "Transfers of Undertakings Directive 2001/23/EC" or any similar national or European Economic Area laws applicable in the local country. Supplier will comply with all of its obligations under the TUPE regulations. Supplier shall agree to defend, indemnify and keep harmless Company from any TUPE-related claims, costs and liabilities which arise as a result of this Agreement and/or the services provided herein. If any Supplier personnel is deemed by operation of any applicable law to transfer to the Company, the Company may within 30 days of becoming aware of such actual or purported transfer terminate the employment of such employee, in which case Supplier shall fully indemnify the Company against any and all liabilities arising under or in connection with that employee's actual or purported contract of employment and/or its termination from such transfer and termination. This obligation shall survive the termination or expiry of this Agreement for whatever reason.

Hong Kong:

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of this Agreement.

Indonesia:

1. Company and Supplier agree to waive the application of Article 1266 of the Indonesian Civil Code or any other requirement that requires a judicial approval for any termination of this Agreement.

2. To the extent that Law No. 24 of 2009 concerning the Flag, Language, State Emblem and National Anthem applies to this Agreement (as an agreement to which an Indonesian entity is a party), the Company shall translate this Agreement and/or any relevant Order into the Indonesian language upon needs. Company and Supplier agree that in the event of any inconsistency or contradiction between the English version and the Indonesian translation of this Agreement and/or any relevant Order, the English version will always prevail.

Myanmar: Notwithstanding anything herein to the contrary, title of a Deliverable will pass to Company upon receipt, possession and acceptance of the Deliverable by the Company.

Peru:

Supplier authorizes Company and its affiliates and their business partners to indefinitely use, process, identify, transfer and incorporate information and personal data that Supplier provides to Company, both in Peru and outside it. Supplier consents to the transfer of information and personal data to companies as well as the use and treatment by them in order to execute contractual relationships, comply with the legal obligations and for other commercial and administrative purposes. Supplier consents to the cross-border flow of said information and data. If Supplier provides information or personal data of a third party to Company, Supplier will obtain the consent of the third party to the above in accordance with the provisions of Law No. 29733, its regulations and its complementary regulations. Supplier undertakes to keep any such information or data updated during the term of this Agreement.

Russia:

1. The Coca-Cola Company and TCCC are replaced with Company throughout the Agreement.

2. This Agreement if sent from LLC "Coca-Cola Soft Drink Consulting" (hereinafter Company) from an email with domain @coca-cola.com to the email address of the Supplier confirms acceptance of a respective offer which was sent by the Supplier to the Company earlier and which is incorporated by reference to the Agreement.

3. Any Supplier costs to be reimbursed by Company shall be agreed to in writing.

4. Deliverables provided under the Agreement shall be described in an acceptance act prepared in the agreed format and signed by the Company and Supplier. The act shall contain (if applicable and amongst other things):

i. a description of intellectual property rights, as well as terms and conditions of their transfer to the Company, for materials created by Supplier or involved third parties; and

ii. information about the consent of persons depicted on created materials for use of their images by the Company at its own discretion as required by the article 152.1 of the Civil Code of the Russian Federation. The act shall be supplemented by respective reports (including agent's report where applicable), photos, screenshots, presentations and (or) video materials. Those materials shall be attached to the act of acceptance. Also, the agency report shall be supplemented by the initial documentation (contracts, acts, delivery notes, invoices, etc.), confirming acquisition from third parties of rights, goods, services or works and contain invoice-facturas. Upon completion of Deliverables Supplier shall provide Company with confirmation

documents with respect to third parties involved by Supplier (i.e., properly certified copies of contracts with third parties, invoices, acceptance acts, and other primary documents necessary to prove provided Deliverables). If Supplier acquires and uses inventories or advertising materials in terms of rendering Deliverables, the act shall contain the actual amount of inventories used.

5. For compliance with the Russian tax regulations, Supplier at its own expense shall exercise due diligence in regard to the tax good faith of the third parties involved in the Deliverables, their capability to provide the Deliverables, including but not limited, presence of capable personnel, technical tools, equipment, materials and other required resources for provision of the Deliverables. Supplier will reimburse Company for all expenses and losses incurred in the form of taxes, penalties and fines imposed by tax service in case of identifying inappropriate subcontractors on Supplier's side and/or other third parties involved by Supplier, and application of subitem 2 of the item 2 of article 54.1 of the Tax Code of the Russian Federation.

6. In addition to an invoice, Supplier shall present to Company invoice-factura and/or UPD (as applicable). Payment is conditioned by presence of all required documentation and acceptance of the Deliverables by Company.

7. Supplier shall be responsible for any Property provided or paid for by Company.

8. The Trade Sanctions section of the Terms is replaced with the following: Supplier will comply with applicable trade sanctions laws and regulations. Supplier will not use, directly or indirectly, any goods or services from or by any sanctioned party or embargoed country to fulfill its supplier duties to Company, unless this is legally permissible under applicable law and authorized by Company.

9. Supplier understands and fully accepts all documents referenced in this Agreement notwithstanding that some of them may only be available in English.

10. The Exclusivity section of the Terms is replaced with the following: If Company discloses Confidential Information to Supplier under this Agreement, then, during the Term and for a period of 6 months thereafter, as permitted by applicable law and for the purpose of protection of the confidentiality of Deliverables, neither Supplier, nor any affiliate or Supplier, will provide any goods or services of any kind to or for any entity that manufactures, distributes or sells (excluding retail sales) non-alcoholic beverages without the express written consent of Company. If such consent is given:

i. Supplier will not use any person that is used under this Agreement to provide any goods or services to such entity; and

ii. the Confidential Information of Company will not be disclosed to any person that is used to provide goods or services to such entity.

11. The Publicity section of the Terms is deleted.

Singapore:

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

South Africa:

Company requires Supplier and Supplier agrees to have and maintain a broad based black economic empowerment (“**BBBEE**”) status of at least level 4. If Supplier has not achieved a level 4 BBBEE rating as at the date the services or supplies commence, but obtains a conditional approval to commence services or supplies from Company in writing, which may be given by Company in its sole discretion, Supplier undertakes to provide Company with a valid SANAS Accredited BBBEE Verification Certificate before expiry of such conditional approval.

South Korea:

Government entities/officials in the Anti-Bribery provision shall mean public entities/officers as defined under the “Act on Prevention of Corruptive Solicitation and Offering/Receiving Anything of Value”, and therefore, shall include schools and media, whether public or private, and their employees (e.g., teachers, professors, journalists and all other workers).

Ukraine:

1. The Coca-Cola Company and TCCC are replaced with Company throughout the Agreement.

2. This Agreement if sent from LLC “Coca-Cola-Ukraine Limited” (hereinafter **Company**) from an email with domain @coca-cola.com to the email address of the Supplier confirms acceptance of a respective offer which was sent by the Supplier to the Company earlier and which is incorporated by reference to the Agreement.

3. The provision of Deliverables must be confirmed by primary documents (act on the provision of services

(performance of works), consignment note, etc.) executed in accordance with appropriate legislation (**Closing Documents**). Together and simultaneously with the act on the provision of services a written report shall be provided. In addition, the act on the provision of Deliverables should, if applicable, include a description of the conditions for the transfer of rights to the results of intellectual activities to the Company, generated as a result of the provision of the relevant Deliverables, both by the Supplier and with the involvement of third parties, and information on consent of individuals, depicted in promotional materials for the use of their images.

0. In addition to expressly provided herein, payment is due only after complete and timely provision of Closing Documents and (if Supplier is a VAT payer) the proper registration of the tax invoice and acceptance of the Deliverables.

1. The Exclusivity section of the Terms is replaced with the following: If Company discloses Confidential Information to Supplier under this Agreement, then, during the Term and for a period of 6 months thereafter, as permitted by applicable law, neither Supplier, nor any affiliate or Supplier, will provide any goods or services of any kind to or for any entity that manufactures, distributes or sells (excluding retail sales) non-alcoholic beverages without prior written notification to the Company presuming that: Supplier will not use any person that is used under this Agreement to provide any goods or services to such entity; and the Confidential Information of Company will not be disclosed to any person that is used to provide goods or services to such entity.

This Agreement is made in the Ukrainian and English languages having equal legal force. In case of discrepancy between the Ukrainian and English texts of the Agreement, English text thereof shall prevail.

United Kingdom:

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.